



COMPETITIVE SOLICITATION

BY HARFORD COUNTY PUBLIC SCHOOLS

FOR

Athletic and Physical Education Supplies, Equipment and Related Products

HARFORD COUNTY PUBLIC SCHOOLS PURCHASING DEPARTMENT 102 SOUTH HICKORY AVE., 3RD FLOOR BEL AIR, MD 21014

RFP #16-SRD-010

Advertisement Date: April 4, 2016

Due Date:

May 10, 2016

NOTICE TO PROPOSERS

DISTRICT:

DESCRIPTION:

HARFORD COUNTY PUBLIC SCHOOLS

ATHLETIC AND PHYSICAL EDUCATION SUPPLIES, EQUIPMENT AND RELATED PRODUCTS

DATE/TIME FOR SUBMITTAL OF PROPOSAL:

PLACE FOR SUBMITTAL OF PROPOSALS:

2:30 P.M. MAY 10, 2016

HARFORD COUNTY PUBLIC SCHOOLS PURCHASING DEPARTMENT, 3RD FLOOR 102 SOUTH HICKORY AVE. BEL AIR, MD 21014

PROPOSAL AND CONTRACT DOCUMENTS AVAILABLE AT:

RFP documents are available from the Harford County Public Schools website: <u>http://www.hcps.org/departments/BusinessServices/purchasing.aspx</u> and from eMaryland Market Place: https://emaryland.buyspeed.com

Notice is hereby given that Harford County Public Schools (HCPS) (District) on behalf of itself and other government agencies and made available through the U.S. Communities Government Purchasing Alliance, will receive proposals up to, but not later than the above-stated date and time, sealed Proposals for the Contract for the supply of goods generally described as

RFP #16-SRD-010 Athletic and Physical Education Supplies, Equipment and Related Products

Refer any questions to the availability of documents to Sherry Ramsey Downen at (410) 809-6046 or email at <u>sherry.ramseydownen@hcps.org.</u>

Notice to ProposersPg	. 2
Table of ContentsPg	. 3
Section 1 – U.S. Communities OverviewPg	. 4-6
Section 2 – Background and General InformationPg	. 7-11
Section 3 – Scope of Work and ServicesPg	. 13-15
Section 4 – Proposal FormatPg	. 16-19
Section 5 – Method of Proposal and Screening and Scoring of ProposalsPg	20-21
Section 6 – Harford County Public Schools Contract Agreement	. 22-25
Attachment 1 – Proposal Signature FormPg	. 26
Attachment 2 – Anti-Bribery and Debarment AffidavitPg	27-28
Attachment 3 – Reference Form Pg	. 29
Attachment 4 – U.S. Communities Information Pg	. 30
1.0 Supplier QualificationsPg	. 31-35
2.0 U.S. Communities Administration Agreement InformationPg	. 36
3.0 New Supplier Implementation TimelinePg	. 37-38
4.0 Supplier Worksheet Pg	. 39
5.0 Supplier Information Required Pg	. 40-44
6.0 Administration AgreementPg	45-57
7.0 Master Intergovernmental Cooperative Purchasing AgreementPg	. 58-59
8.0 State Notice Addendum Pg	. 60-80
9.0 FEMA Standard Terms and Conditions Addendum Pg	. 81-82
10.0 Community Development Block Grant AddendumPg	. 83
Attachment 5 – Price FormPg	. 84
Attachment 6 – Market Basket	

Table of Contents

SECTION 1 - U.S. COMMUNITIES OVERVIEW

1. U.S. Communities

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

2. National Sponsors

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), the United States Conference of Mayors (USCM) and the National Governors Association (NGA) (herein "National Sponsors").

3. Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each Advisory Board Member is expected to actively participate in product bids and selection, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members

Auburn University, AL City and County of Denver, CO City of Chicago, IL City of Houston, TX City of Kansas City, MO City of Los Angeles, CA City of Seattle, WA Cobb County, GA Denver Public Schools, CO Emory University, GA Fairfax County, VA Fresno Unified School District, CA Great Valley School District, PA Harford County Public Schools, MD

Hennepin County, MN Los Angeles County, CA Maricopa County, AZ Miami-Dade County, FL Nassau BOCES, NY North Carolina State University, NC Ocean City, NJ Onondaga County, NY Port of Portland, OR Prince William County Schools, VA Salem-Keizer School District, OR San Diego Unified School District, CA State of Iowa The School District of Collier County, FL

4. Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$2.0 Billion Dollars in products and services annually. Each month more than 500 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

Harford County Public Schools (District) is acting as "Contracting Agent" for the Participating Public Agencies and shall not be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached as a part of Attachment 4.

5. Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2015 purchased more than \$160 Million Dollars of products and services from existing U.S. Communities contracts.

6. Marketing Support

U. S. Communities provides marketing support for each Supplier's products through the following:

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

7. Marketplace

U.S. Communities has developed an online Marketplace, which gives Participating Public Agencies the ability to purchase from many U.S. Communities contracts directly from our website. The Marketplace makes it easier for Participating Public Agencies to access many contracts through a single login and place orders using a procurement card, credit card or purchase order. Suppliers have the ability to add their products to the Marketplace at no cost.

8. Multiple Awards

Harford County Public Schools reserves the right to award the contract locally and/or nationally in the aggregate, by section, multiple award, primary or secondary, whichever is in the best interest of Harford County Public Schools and Participating Public Agencies as a result of this solicitation.

It is the intent of Harford County Public Schools to award to one supplier; however the District reserves the right to make multiple awards.

9. Evaluation of Proposals

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

END OF U.S. COMMUNITIES OVERVIEW SECTION

SECTION 2 - BACKGROUND AND GENERAL INFORMATION

1. Introduction

It is the intent of this RFP to solicit sealed proposals from qualified business entities to provide a comprehensive selection of K-12 physical education and athletic supplies and equipment including apparel and footwear and team uniforms.

The method of procurement will be a competitive solicitation via a Request for Proposal (RFP) which may include the submission of best and final offers (BAFO).

Price will not be the sole determinant for the award. As defined by the American Bar Association Model Procurement Code, Competitive Sealed Proposals (RFP) will be evaluated based upon criteria formulated around best value which may include among other criteria: price, shipping terms and pricing, quality of product, performance, references, financial information and the ability to successfully market to and supply K-12 entities throughout North America.

2. Background

This solicitation is being administered by Harford County Public Schools for those public entities that elect to access the Master Agreement through the U.S. Communities Government Purchasing Alliance. Harford County Public Schools System (HCPS) is the seventh largest of the 24 Maryland School Systems. HCPS has 54 schools and a total enrollment of approximately 37,500 students.

3. Procurement Administrator

Sherry Ramsey Downen, Procurement Specialist, will administer the solicitation process and will be the point of contact for purposes of this Request for Proposal. All questions and inquiries should be emailed to Sherry.RamseyDownen@hcps.org. All questions should be received no later than April 18, 2016 at 3:00 pm eastern time. Responses will not be made to telephone, faxed or mailed inquires.

4. Proposal Submission

Envelopes/Packages must be labeled RFP #<u>16-SRD-010</u> with the proposer's business name and address on the exterior of the envelope/package.

Proposals are due and are to be delivered to the District's Purchasing Department (address below) prior to 2:30pm on May 10, 2016.

Harford County Public Schools Attn: Purchasing, 3rd Floor 102 South Hickory Ave. Bel Air, MD 21014

Two (2) original hard copies and eight (8) flash drive copies of the technical proposal, and two (2) original hard copies and two (2) flash drives of the cost proposal shall be submitted to, or hand delivered to Harford County Public Schools, 102 S. Hickory Ave. Bel Air, Maryland 21014 to the attention of the Purchasing Department no later than May 10, 2016, 2:30PM.

Additionally, one redacted copy, in electronic version, of the technical proposal should be submitted. See Page 10, #12 and/or Page 16 for details.

Proposals must be submitted in envelopes or other mailing containers showing the RFP number, firm's name and address, and the proposal due date on the outside. Late proposals will not be accepted and will be returned unopened. A Register of Proposals will be prepared at the closing time. Do not include the pricing proposal with the technical proposal. Include all Proposers' drafted narrative proposal pages necessary for the Proposer to fully detail their proposal offer.

Both individually sealed and labeled **Price Proposal** package(s) AND **Technical Proposal** package(s) may be shipped together in the same container.

5. Pre-Proposal Meeting

Not Applicable: There will NOT be a Pre-Proposal meeting for this solicitation

6. Questions on RFP Documents

If any Proposer submitting a proposal has a question they may submit an e-mail request for an interpretation, clarification or correction, <u>on or before 3:00 pm April 18, 2016</u>, to:

Sherry Ramsey Downen Procurement Specialist Sherry.RamseyDownen@hcps.org

Any interpretation, clarification or correction of the proposal will be made by written Addendum duly issued on April 22. A copy of such Addendum will be e-mailed to each person submitting question/s. All Addenda issued will also be advertised and posted on the HCPS web-site <u>http://www.hcps.org/departments/BusinessServices/purchasing.aspx</u> and eMaryland Marketplace <u>https://emaryland.buyspeed.com</u> (where the RFP is advertised). All shall be made part of the Agreement.

7. Proposal Acceptance

Proposals including price must remain valid for a period of not less than one hundred, twenty (120) days to allow for evaluation, School Board approval and Contract execution. Harford County Public Schools reserves the right to accept or reject any or all proposals, waive informalities and select the most favorable proposal that will serve its best interest as well as the best interest of those participating governmental entities.

8. Calendar of Events (Subject to Change)

Event	Date
Issue RFP	April 4, 2016
Questions due	April 18, 2016– 3:00pm
Addendum Issued	April 22, 2016
RFP Due Date	May 10, 2016 – 2:30pm
Evaluations/Interview	June 1-2, 2016
BAFO	June 3-6, 2016
Contract Award Notification	June 7, 2016
Board Approval	June 25, 2016
Contract Effective Date	October 1, 2016

9. Agreement Term

The term of this Agreement will be for three (3) years beginning October 1, 2016 and ending September 30, 2019, with two additional, two year options (possible total of 7 years) to extend the Agreement if it is deemed in the best interest of the District.

10. Incurring RFP Preparation Cost

Harford County Public Schools accepts no responsibility for any expense incurred in the proposal preparation, on-site presentation, mailings etc.

11. Insurance Requirements

Insurance requirements found below. The Contractor must have in force and will maintain insurance, not less than the amounts specified. These insurance requirement are only specific to purchases made to HCPS and does not apply to other entities who use this agreement. Individual public entities may have their own specific insurance requirements.

- 11.1 The Vendor shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:
- 11.2 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$1,000,000 Each Occurrence;
\$1,000,000 Personal and Adv Injury;
\$2,000,000 General Aggregate; and
\$2,000,000 Products/Completed Operations Aggregate

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations with such coverage to be maintained for two years after final payment by the Board under this Contract; and
- iv. Contractual liability protection for the Vendor from bodily injury and property damage claims arising out of liability assumed under this Contract.
- 11.3 Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:
 - i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and
 - ii. Automobile contractual liability.
- 11.4 Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

\$100,000 Each accident for bodily injury by accident;\$100,000 Each employee for bodily injury by disease; and\$500,000 Policy limit for bodily injury by disease.

- 11.5 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:
 - \$2,000,000 Per occurrence;

\$2,000,000 Aggregate for other than products/completed operations and auto liability; and \$2,000,000 Products/completed operations aggregate.

And including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers liability
- 11.6 The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Vendor's commercial general liability insurance and umbrella excess or excess liability insurance policies, if any, with respect to liability arising out of the products and/or materials, their installation or delivery, or related services provided under this Contract by Vendor.

12. Confidential Information

Information of technical trade secrets or proprietary information submitted in response to this solicitation must be clearly labeled as "Confidential" and may not be disclosed unless required under the appropriate freedom of information statute. Proposers must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. If awarded, the RFP and all related documents and proposal submissions will become part of the contract award.

<u>PUBLIC INFORMATION ACT</u> - A redacted copy of your bid submission in electronic PDF format (or similar) shall be submitted with your Offering. A redacted copy is considered to be edited, modified, or otherwise revised from which confidential, sensitive and proprietary information has been removed. The redacted copy shall be for your Technical Proposal only.

This redacted copy will be used to respond to Freedom of Information Act request(s) in accordance with the law, the Maryland Public Information Act, Section 10-611 et seq. of the State Government Article of the Annotated Code of Maryland. HCPS reserves the right to modify the redacted copy within its authority under the law. If a redacted copy is not provided, HCPS will assume that all information provided is public information that will be used to respond to any request under this Act.

13. Amendments and Addendums

The terms and conditions contained in the Request for Proposal, Proposal Form, General Instructions, Scope of Work, General Conditions and Agreement herein may be amended or modified only with the prior written approval of the District. Any addenda or bulletins issued prior to the opening of the Request for Proposal shall form a part of the specifications issued to proposers for the preparation of their proposals and shall constitute a part of the Agreement documents.

Any modification, qualification, exception or change made to the District's terms and conditions detailed herein may be grounds for rejection of the proposal.

14. Evidence of Responsibility

Upon request of the District, a Proposer shall submit promptly to the District satisfactory evidence showing the Proposer's financial resources, the Proposer's experience in the type of work being required by the District, the Proposer's organization available for the performance of the work and any other required evidence of the Proposer's qualifications to perform. The District may consider such evidence before making its decision. Failure to submit evidence of Proposer's responsibility to perform may result in rejection of the proposal.

15. Previous Performance

Proposers are advised that the District reserves the right to reject a proposal from a proposer that cannot demonstrate the ability to provide the products required. Proposers must provide verification that they have been in the business as required for compliance with the requirements of this proposal, for at least two (2) years and that, during this time, have provided similar products required herein to K-12 school districts or public agencies of similar size and operation in its business processes.

16. Off Contract Purchase

The District reserves the right to purchase items and/or products covered by this agreement from alternate sources, should, during the term of this agreement, the District obtain more favorable pricing from those alternate sources or determine that it is in its best interest to purchase an item from an alternate source. This Contract is not an exclusive Contract.

17. Proposers Interested in More Than One Proposal

No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless special proposal conditions indicate otherwise. A person, firm, or corporation who has submitted a subproposal to a proposer, or who has quoted prices of materials to a proposer is not thereby disqualified from itself submitting a proposal or quoting prices to other proposers.

18. Termination for Cause

If the Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the contract, Harford County Public Schools may terminate the contract by written notice to the Contractor. HCPS can affirmatively collect damages which may result from the Contractor's breach.

19. Independent Price Determination

By submission of a proposal, the Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

- 19.1 The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other Proposer or with any competitor; and
- 19.2 Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Proposer prior to award directly or indirectly to any other Proposer or to any competitor; and that no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

20. Debarment

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subcontractors certify that the organization and its principals are not debarred, a dealer, distributor or subcontractor arrangement suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. As part of Proposal acceptability, District will verify the successful Proposer and his listed dealers, distributors and subcontractors' status prior to award of Contract. Any successful Proposer found on the Federal debarment list will be rejected. Information on debarment is available at the following websites: www.sam.gov.

21. Exceptions by Proposers to RFP Terms and Conditions

Any exceptions, qualifications, etc. that the Proposer takes to any of the terms, conditions, requirements, specifications, etc. set forth in this RFP must be detailed by the Proposer in a **separate** document titled "Exceptions to RFP Terms, Conditions, Requirements and Specifications".

Said document must be submitted with Proposer's submitted proposal. Said exceptions, qualifications, etc. must identify the RFP page number, section and paragraph title and clearly detail the exception, qualification, etc. being taken by the Proposer.

As a result of any such exceptions, qualifications, etc. that the Proposers may set forth/take shall be considered. Points may be deducted in the District's scoring and evaluation of proposals. Said scoring deductions for said exceptions, qualifications, etc. may result in Proposer's elimination from selection as a contract award finalist/candidate. The scoring deduction that the District determines shall be at the District's sole discretion and determination. The decision of the District shall be final.

END OF BACKGROUND AND GENERAL INFORMATION SECTION

SECTION 3 – SCOPE OF WORK AND SERVICES

1. General Scope

Harford County Public Schools ("Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified companies to enter into a Master Agreement for a complete line of Athletic and Physical Education Supplies, Equipment and Related Products (herein "Products and Services").

1.1 Objectives

- 1.1.1. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- 1.1.2. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;
- 1.1.3. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- 1.1.4. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- 1.1.5. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- 1.1.6. Provide Participating Public Agencies with environmentally responsible Products and Services.

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY UNLESS OTHERWISE SPECIFIED.

The District reserves the right to award the agreement in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the District and Participating Public Agencies as a result of this solicitation.

It is the intent of Harford County Public Schools to award to one supplier; however the District reserves the right to make multiple awards.

Proposers must in their proposals clearly present evidence that they are a competent and qualified company capable of providing the products detailed herein. Proposers shall, in their submitted proposals detail their experience, expertise, qualifications, and proposed methodology to provide the products detailed in this Request for Proposals (RFP).

This RFP is designed to provide interested Proposers with sufficient basic information to submit proposals meeting minimum requirements. Furthermore, this RFP is not intended to limit a proposal's content or exclude any relevant or essential data. The District will consider various proposals and methods of providing the service(s) outlined in this document.

The RFP shall not obligate the District to purchase or Agreement for any products specified herein. Furthermore, the District reserves the right to accept or reject any or all proposals received, to negotiate with any qualified source or to cancel in part or in its entirety this RFP, if it is determined by the District to be in its best interest.

THE SUCCESSFUL PROPOSER SHALL BE REQUIRED TO PROVIDE THE FOLLOWING PRODUCTS AND SERVICES. ANY SERVICES SHALL BE PERFORMED IN FULL COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND REQUIREMENTS.

2. General Definition of Products and/or Services

Proposers are to propose the broadest possible selection of ATHLETIC AND PHYSICAL EDUCATION SUPPLIES, EQUIPMENT AND RELATED PRODUCTS AND SERVICES they offer. The intent of this solicitation is to provide Participating Public Agencies with a comprehensive offering of products and services to meet their various needs. Therefore, the Proposers should have demonstrated experience in providing the Products and Services as defined in this RFP, including but not limited to:

2.1 Physical Education Equipment

A complete and comprehensive catalog selection of physical education equipment, including but not limited to, active learning, balls, beanbags, bowling, climbing, common core and nutrition, cones, dance, disc/Frisbee, dodgeballs, electronics, first aid, game tables, games and activities, hula hoops, inflators, juggling, jump ropes, mats, movement, nutrition, outdoor education, parachutes, pinnies and vests, playground, poly spots and markers, ride-ons, scooters, storage, curriculum and education books, teaching gear, ball inflators, field equipment and any additional physical education equipment offered by Proposer.

2.2 Athletic Equipment

A complete and comprehensive catalog selection of athletic equipment, including but not limited to, weight room stations, bars and plates, dumbbells, medicine balls, conditioning ropes, kettlebells, sandbags and heavy bags, mats and accessories, body weight equipment, cardio equipment, hurdles, plyometric, ladders, resistance equipment, sleds and chutes, poly spots, step aerobics, trampolines, mats and rubber flooring, pedometers, heart rate monitors, scales/body monitors, and any additional athletic equipment offered by Proposer.

2.3 Sports Equipment

A complete and comprehensive catalog selection of sports equipment, including but not limited to, helmets, protective gear, and equipment for sports such as archery, badminton, baseball, basketball, bowling, broomball, disc/Frisbee, dodgeball, field hockey, flag football, floor hockey, ice hockey, football, golf, gymnastics, handball, lacrosse, ping pong/table tennis, racquetball, rugby, soccer, softball, swimming and aquatic, skiing, snowboarding, surfing, tennis, track and field, volleyball and wrestling and any additional sports equipment offered by Proposer.

2.4 Apparel and Footwear

A complete and comprehensive catalog selection of apparel and footwear, including but not limited to, short sleeve shirts, long sleeve shirts, polos, jackets, jerseys, hoodies, compression gear, pants, shorts, skirts/kilts, accessories, socks, shoes, sandals, cleats and any additional apparel and footwear offered by Proposer.

2.5 Team Uniforms

A complete and comprehensive catalog selection of team uniforms, including but not limited to, apparel and footwear for team sports as well as any additional accessories and uniform products offered by Proposer.

2.6 Related Products and Services

Any related products and services offered by the Proposer.

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY UNLESS OTHERWISE SPECIFIED.

3. Substitution of Specified Items

Whenever the Agreement Documents refer to any specific article, device, equipment, product, material, fixture, specified patent or proprietary name, patented process, form, method or type of construction, by name, make, trade name, or catalog number ("specified item"), such reference shall be deemed to be followed by the words, "or equal."

Any Proposer who has submitted a Proposal prior to the deadline may submit data to the District to substantiate a request to provide an "or equal" item when completing the Market Basket in Attachment 6.

4. Pricing

- 4.1 Discounts must remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the entire term of the Agreement.
- 4.2 All pricing shall be FOB Destination.
- 4.3 Unless otherwise clearly specified in the Proposer's proposal, it shall be considered that there is no minimum order amount.
- 4.4 It is the Proposer's responsibility to provide the District and Participating Public Agencies with an up-to-date price list and any necessary brochures, finish material samples or related materials at no charge for the duration of the Agreement.

END OF SCOPE OF WORK AND SERVICES SECTION

SECTION 4 - PROPOSAL FORMAT

Proposals must be submitted in the format and order outlined below. The Proposal should present all information in a concise manner, neatly arranged, legible, and in terminology understandable for evaluation by the District's Proposal Evaluation Committee. All information requested is to be addressed directly and completely. It is more desirable to give additional information than less when the answer could be misinterpreted. There should be no attachments, enclosures, or exhibits other than those considered by the Proposer to be essential to a complete understanding of the Proposal submitted.

The Technical Proposal and Price Proposal must be submitted separately in sealed packages clearly marked "Technical Proposal" and "Price Proposal". A proposal that is not organized and submitted as separate and distinct "Technical" and "Price" proposal sections will result in disqualification.

Information of technical trade secrets or proprietary information submitted in response to this solicitation must be clearly labeled as "Confidential" and may not be disclosed unless required under the appropriate freedom of information statute. Proposers must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. If awarded, the RFP and all related documents and proposal submissions will become part of the contract award.

<u>PUBLIC INFORMATION ACT</u> - A redacted copy of your bid submission in electronic PDF format (or similar) shall be submitted with your Offering. A redacted copy is considered to be edited, modified, or otherwise revised from which confidential, sensitive and proprietary information has been removed. The redacted copy shall be for your Technical Proposal only.

This redacted copy will be used to respond to Freedom of Information Act request(s) in accordance with the law, the Maryland Public Information Act, Section 10-611 et seq. of the State Government Article of the Annotated Code of Maryland. HCPS reserves the right to modify the redacted copy within its authority under the law. If a redacted copy is not provided, HCPS will assume that all information provided is public information that will be used to respond to any request under this Act.

It is required that two (2) originals, and eight (8) thumb drives of the Technical Proposal be submitted.

1. TECHNICAL PROPOSAL

The Proposer must submit the Technical Proposal in a separate binder containing the following information divided by sections. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein.

TAB 1- COVER LETTER

The Proposer will provide a signed cover letter describing a brief history of the Proposer and its organization. Indicate that the proposal shall be valid for a period of at least 120 days. The letter will indicate the principal or officer of the Proposer organization who will be the District's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects on the scope of products and services on behalf of the Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter transmitting the proposal. An unsigned proposal or one signed by an individual unauthorized to bind the Proposer may be rejected.

TAB 2- EXECUTIVE SUMMARY

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

TAB 3- PROPOSER ORGANIZATION PROFILE

The Proposer must provide a profile of its organization and all other companies who will be providing products through a dealer, distributor or subcontractor arrangement with the Proposer. At a minimum, the Proposer will provide the following information:

- Name of firm submitting proposal
- Main office address, telephone number, fax number
- Primary contact email address and website address
- State is company operates as an individual, partnership or corporation
- If a corporation, when and where incorporated to include corporate and tax ID
- List any dba's
- Number of years in business
- Total number of employees
- Total number of employees in the United States

TAB 4- QUALIFICATIONS AND EXPERIENCE

The Proposer must provide a detailed written response to each item in SCOPE OF WORK AND SERVICES.

EXPERIENCE: Include a record of relevant past performance with regards to contracts of similar scale, scope and complexity. Additionally, describe Proposer's relevant experience and background (up to past 5 years) in meeting the overall requirements stated herein and your proposed management approach to meeting the deliverables stated. Include a narrative describing how your company can meet the outcome of providing the largest selection of Athletic and Physical Education Supplies, Equipment and Related Products. This will include the number of products listed in the master catalog, number of SKU's, product diversity, etc.

LOCAL STAFFING PLAN: Indicate the specific individuals that will be assigned and dedicated to the District for this Agreement to ensure the successful execution and completion of the work. Please specify in detail the names, titles, addresses, telephone numbers, fax numbers, email addresses and the specific responsibilities each will have in this Agreement.

PROPOSER'S MANAGER AND STAFF: Include the name(s), resume(s), project experience summary, addresses, telephone numbers, fax numbers, email addresses of the company manager and staff member(s) in your organization who will be assigned to work with the District and who will be authorized to make recommendations and decisions regarding the work.

REFERENCES: Provide three (3) references on the Reference Form (Attachment 3) of public agencies, excluding federal, where Proposer has successfully furnished the same materials, products, and/or services for school districts or other public agencies.

TAB 5- SUPPLIER INFORMATION

1. Supplier Qualifications Section: Proposer must include a narrative of its understanding and acceptance of the Supplier Commitments outlined in Attachment 4.

- 2. Completed and signed Supplier Worksheet for National Program Consideration in Attachment 4.
- 3. Completed Supplier Information section in Attachment 4.

TAB 6- FINANCIAL STATEMENTS

Financial Statements: Proposal shall submit an audited financial statement from your firm and any parent company for the last two years of operation.

TAB 7- HARFORD COUNTY PUBLIC SCHOOLS CONTRACT AGREEMENT, signed

TAB 8- REQUIRED DOCUMENTS

Below are items contained within, or related to the RFP that must be included in your Proposal.

Harford County Public Schools Master Agreement	Page 22-25
Proposal Signature Form	Attachment 1
Anti-Bribery and Debarment Affidavit Forms	Attachment 2
Reference Form	Attachment 3
Any issued Addenda	
Signed Price Proposal	
U.S. Communities Supplier Worksheet	Page 39
U.S. Communities Administration Agreement	Page 45-57
	Proposal Signature Form Anti-Bribery and Debarment Affidavit Forms Reference Form Any issued Addenda Signed Price Proposal U.S. Communities Supplier Worksheet

TAB 9 – U.S. COMMUNITIES ADMINISTRATION AGREEMENT, signed, unaltered

2. PRICE PROPOSAL

The Proposer must submit the Price Proposal in a separate binder containing the following information divided by sections. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein.

Do not include taxes in the Price Proposal.

The Technical Proposal and Price Proposal must be submitted separately in sealed packages clearly marked "Technical Proposal" and "Price Proposal". A proposal that is not organized and submitted as separate and distinct "Technical" and "Price" proposal sections will result in disqualification.

It is required that two (2) originals and eight (8) thumb drives of the Price Proposal be submitted.

Proposer shall provide the following information on Attachment 5, Price Form:

TAB 1- PRICE DISCOUNT

Proposer shall provide its proposed discount(s) from the Proposer's/Supplier's most current catalog for physical education and athletic supplies.

TAB 2- SHIPPING

All prices are to include all applicable shipping costs. If there are certain product exceptions, please note.

TAB 3- RELATED PRODUCTS AND SERVICES

Proposer shall provide any additional related products and services offered that it wishes to be considered.

TAB 4- ADDITIONAL OFFERINGS

- 1. Detail any additional pricing incentives, discounts or rebates that may be available such as for large volume, bundled purchases, etc. to Participating Public Agencies.
- 2. Detail any additional pricing discounts for the purchase of products and services for groups of Participating Public Agencies in a local geographic area that desire to combine requirements, i.e. local city, county, school district, housing authority, etc.

TAB 5- MARKET BASKET

Complete Attachment 6. This Market Basket will be used for evaluation purposes. Pricing in the Market Basket must correspond with the discounts submitted in Section 1 of Attachment 5. Failure to have pricing correspond may be cause for rejection of your proposal.

END OF PROPOSAL FORMAT SECTION

3. METHOD OF PROPOSAL AND SCREENING AND SCORING OF PROPOSALS

Although a Best And Final Offer (BAFO) is expected to be requested, Proposers should submit a complete, comprehensive and most favorably priced proposal.

The District Evaluation Committee will screen all Proposals for compliance with the Request for Proposals. The District will score only those Proposals that are deemed Responsive.

The proposal evaluation, selection, and award criteria include, but are not limited to, the following:

INITIAL DETERMINATION OF COMPLIANCE WITH RFP REQUIREMENTS:

The evaluation committee will perform an initial review of all proposals that are timely submitted. After performing such initial review, the Committee may recommend discontinuing the evaluation of any proposal with the committee considers not suitable for further consideration for various reasons, including but not limited to the following:

- 1. The proposal is not a reasonable effort to respond to the requirements of the RFP; or
- 2. The proposal contains technical or business deficiencies, or
- 3. The proposal does not exhibit highly desirable capabilities and experience in providing Athletic and Physical Education Supplies, Equipment and Related Products.
- 4. Of note, during the evaluation and the award process, the District can waive minor irregularities if, in its judgment, to do so would be in the best interest of the District and Participating Public Agencies.

CONTINUED EVALUATION:

The evaluation committee will continue its evaluation of all remaining proposals. Such selection shall be based upon, but not limited to, the following evaluation criteria:

- 1. **Product and Service Offering:** The Evaluation Committee will evaluate the company's ability to offer the broadest possible selection of Athletic and Physical Education Supplies, Equipment and Related Products to meet the various needs of the District and Participating Public Agencies.
- 2. Qualifications, Expertise and Experience with Similar Projects as well as Staffing Plan: The Evaluation Committee will evaluate the company knowledge, resources, experience, qualifications, references, past performance and history of providing Athletic and Physical Education Supplies, Equipment and Related Products to public entities (excluding federal). The Evaluation Committee will be evaluating and scoring the knowledge, qualifications, expertise and experience of the company's staff, designated in their proposal, which will be assigned to the District. (The successful Proposer shall include the designated staff on the project team and shall be individually named in the agreement with the District, subject to substitution rules discussed herein.)
- 3. Supplier Information: The Evaluation Committee will evaluate the company's ability to meet the U.S. Communities commitments and requirements and demonstrate its capabilities to provide Athletic and Physical Education Supplies, Equipment and Related Products on a national basis. The Evaluation Committee will be evaluating and scoring the ability of the company to demonstrate its reputation in the marketplace, experience, and capability on a national basis, the ability to distribute products nationwide, the company's marketing plan to promote this contractual agreement to Participating Public Agencies nationwide, the company's ability to provide reliable products and services, the company's ability to administer the Agreement nationwide, the ability of the company to dedicate personnel on a national scope for this Agreement and the companies environmental initiatives nationwide.

4. **Detailed Pricing:** The Evaluation Committee will evaluate the prices offered for the products and services requested herein. Do not include taxes in the pricing offered. The Market Basket in Attachment 6 will be used to for evaluation purposes.

The District, at its sole discretion, reserves the right to create a short-list of the top ranked/scored companies and to subsequently conduct oral interviews about their submitted proposals as needed.

The District will ask pertinent questions regarding the Proposer's proposal. Said oral interviews shall include any and all areas of concern relevant to this proposal as determined by the District to be in its best interests. In the event of an oral interview, it shall be understood that the Proposer is required to refer to the contents of their submitted proposal rather than to add to or embellish their proposal content after its proposal is submitted. Failure to participate in the oral interview at the time requested may result in rejection of the proposal.

Based on the information obtained by the evaluation committee, the evaluation committee may, in its sole discretion, request that a company or companies still under consideration submit, in writing, by a prescribed time and date, a Best And Final Offer to perform the requirements of the RFP.

The District reserves the right to reject any and all proposals, to contract products with whomever and in whatever manner the District decides, award on the basis of total proposal or to abandon the products entirely, and to waive any informality or non-substantive irregularity as the interests of the District and Participating Public Agencies may require.

The evaluation, scoring and award decision of the District shall be final.

END OF METHOD OF PROPOSAL AND SCREENING AND SCORING OF PROPOSALS SECTION

SECTION 6 - HARFORD COUNTY PUBLIC SCHOOLS CONTRACT AGREEMENT

MASTER PURCHASE AGREEMENT:
By and Between:
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND
102 S. Hickory Ave.
Bel Air, MD 21014
and

THIS MASTER PURCHASE AGREEMENT made and entered into this, _____ day of _____, 2015, by and between Harford County Public Schools, Maryland (hereinafter referred to as "School District", "HCPS" or "District"), and ______ , a corporation authorized to conduct business in the State of Maryland (hereinafter referred to as "Supplier")

This agreement is made on behalf of Harford County Public Schools, Maryland and other participating governmental agencies, through the U.S. Communities Government Purchasing Alliance.

WITNESSETH:

WHEREAS, pursuant to the District, Supplier has submitted a proposal to provide a master agreement for a National Award covering the following: furnish, supply and deliver athletic and physical education supplies, equipment and related products and services in accordance with the scope, terms and conditions of Request for Proposal, RFP 16-SRD-010, addenda, amendments, appendices, and related correspondence. The Request for Proposal is incorporated in its entirety and included as part of this agreement.

WHEREAS, HCPS desires to engage Supplier to perform said services; and

WHEREAS, HCPS and Supplier desire to state terms and conditions under which Supplier will provide said services to Harford County Public Schools (Lead Agency) and participating public agencies who have registered with U.S. Communities.

NOW, **THEREFORE**, in consideration of the mutual covenants, condition and promises contained herein, the parties have to agree to as follows:

A. Services. Supplier will provide assorted Physical Education and Athletic Supplies and Equipment as detailed in the referenced RFP to HCPS and Participating Agencies. The referenced RFP is a part of this Master Purchase Agreement.

- **B.** Purchase Order. Purchase order shall mean any authorized written, electronic, telephone or fax order sent or made by HCPS pursuant hereto, including but not limited to, written purchase orders, faxed purchase orders, and orders in such other form and/ or mode of transmission as HCPS and Supplier may from time to time agree including purchases made via procurement credit card.
- C. Term. The initial term of this Master Purchase agreement shall be three (3) years from October 1, 2016 through September 30, 2019. This Master Purchasing Agreement may then be renewed by mutual written agreement of the parties for two (2) additional, two (2) year periods.
- D. Compensation. HCPS agrees to pay, and Supplier agrees to accept as compensation for the products provided pursuant to this Master Purchasing Agreement , the following:
 - a. The price proposal set forth in the final RFP response and all related Amendments
- E. Invoicing and Payment. HCPS's preferred method of payment is via credit card (procurement card). Supplier agrees to invoice HCPS as deliveries are completed or charge purchases to an authorized HCPS credit card. Invoices shall be delivered to HCPS accounts payable. Each invoice shall include- as applicable- the following data: Item Number, Purchase Order Number, Item Description, Quantity Purchased, Unit Price, Extended price and Delivery location. Any purchase orders will be invoiced separately. Each invoice submitted by Supplier shall be paid by HCPS within thirty (30) days after approval. The Supplier has agreed to accept payment via a procurement credit card (i.e. Visa, MasterCard, etc.) which is the preferred method of payment.
- F. Insurance. Supplier shall maintain at its own cost and expense, insurance policies in form and substance acceptable to HCPS as detailed on Page 9, #11.
- **G.** Termination of Contract. This contract may be terminated for cause as per the General Requirements of the RFP, Page 11, #18.
- H. Notification. Notices under this Master Purchase Agreement shall be addressed as follows:

Jeff LaPorta, Supervisor of Purchasing Harford County Public Schools 102 S. Hickory Avenue Bel Air, MD 21014

The effective date of any notice under this Master Purchasing Agreement shall be the date of the recipient by the addressee. The failure of either party to give notice of default, or to strictly enforce or insist upon compliance with any of the terms or conditions of this Master Purchase Agreement, or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Master Purchasing Agreement. This Master Purchasing Agreement and each of its provisions shall remain at all times in full force effect until modified by the parties in writing.

- I. Governing Law. This contract shall be interpreted under and governed by the laws of the State of Maryland. Disputes will be settled as per the stipulations contained within the Request for Proposal.
- J. Incorporation of Appendices. All provisions of Appendices and Amendments are hereby incorporated herein and made a part of this Master Purchase Agreement. In the event of any apparent conflict between any provisions set forth in the main body of the Master Purchasing Agreement and in any provision set forth in the Appendices and Amendments the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Master Purchase Agreement shall control.
- K. Entire Master Purchase Agreement. This Master Purchase Agreement including the entire RFP solicitation and the Appendicitis attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Master Purchasing Agreement shall be deemed to exist or to bind any of the parties hereto. Not contained herein shall not be binding on either party, nor of any force or effect. Any Best and Final Offer and applicable Amendments are also included and become part of the Master Agreement.
- L. Participating Public Agencies. Supplier agrees to extend the same terms, covenants and conditions available to HCPS under this Master Purchasing Agreement to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access this Master Purchasing Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to ordering, delivery, inspection, acceptance, invoicing and payment for products and services in accordance with the terms and conditions of this Master Purchasing Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public agency exists.

IN WITNESS WHEREOF, THE PARTIES HAVE EXCUTED THIS AGREEMENT IN THE YEAR AND DAY AS NOTED: HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

by		
-	Superintendent of Schools	Date
by		
	President of Board of Education	Date
by		
-	Supervisor of Purchasing	Date
SUPPLIER:		
bv		
· J	Authorized Representative	Date
by		
~ J	Company Name	

ATTACHMENT 1 - PROPOSAL SIGNATURE FORM

Attachment 1 - Signature Sheet, which must be completed and included in the Technical Proposal submission.

SUBMISSION SIGNATURE SHEET

I/We agree to provide the services in accordance with the accompanying specifications and all conditions, provisions, attachments and any addenda to this RFP.

Company	Authorized Representative (please print)
Address	Signature
Address, continued	Title
	Telephone Number
Federal Tax I.D. Number	E-Mail Address of Firm's Representative
Acknowledgement of Addenda	
I/We acknowledge receipt of the following Addenda:	
No, Dated	
No, Dated	
No, Dated	

The Proposer acknowledges that if this Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Notice to Proposers, General Instructions and in each of the foregoing documents, the Proposal may be rejected as non-responsive.

ATTACHMENT 2 – ANTI-BRIBERY AND DEBARMENT AFFIDAVITS

DEBARMENT AFFIDAVIT

RFP NUMBER #16-SRD-010

HARFORD COUNTY PUBLIC SCHOOLS

Barbara Canavan, Superintendent

102 South Hickory Avenue, Bel Air, MD 21014

CERTIFICATION REGARDING U.S. GOVERNMENT DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR, part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Agency/Organization Representative

Signature

Date

Agency/Organization

Above certification instituted by the U. S. Department of Education for all grantees and subgrantees as of fiscal year 1990.

ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that:

 I am the ______ and the duly authorized representative of the firm of whose address is ______, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

- 2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the state or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendre to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1977, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government.
- 3. (State *"none"* or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the requesting agency, to the Secretary of Budget and Fiscal Planning of Maryland, and where appropriate, to the Board of Public Works and the Attorney General under '16-202, S.F. of the <u>Annotated Code of Maryland</u>. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the State may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with '16-203, S.F. of the <u>Annotated Code of Maryland</u>, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature

Witness

Date

ATTACHMENT 3 - REFERENCE FORM

Proposer is to list three (3) references within the past five (5) years where Proposer has successfully furnished the same materials, products and/or services for school districts as specified herein. By providing such references, the Proposer authorizes the District to contact references and hereby authorizes such references to provide information to District, without liability to either the District or the reference source, which Proposer hereby waives as a condition of such information being furnished.

1.	Company Name				
	Address				
	Phone Number				
	Contact Name	E-mail			
	Provide the dollar amount and description of the products and services provided:				
2.	Company Name				
	Address				
	Phone Number				
	Contact Name	E-mail			
	Provide the dollar amount and description of the products and services provided:				
3.	Company Name				
	Address				
	Phone Number				
	Contact Name	E-mail			
Provide the dollar amount and description of the products and services provided:					

ATTACHMENT 4 – U.S. COMMUNITIES INFORMATION

Table of Contents

- 1.0 Supplier Qualifications
- 2.0 U.S. Communities Administration Agreement Information
- 3.0 New Supplier Implementation Timeline
- 4.0 Supplier Worksheet
- 5.0 Supplier Information Required
- 6.0 Administration Agreement
- 7.0 Master Intergovernmental Cooperative Purchasing Agreement
- 8.0 State Notice Addendum
- 9.0 FEMA Standard Terms and Conditions Addendum
- 10.0 Community Development Block Grant Addendum

1.0 SUPPLIER QUALIFICATIONS

SUPPLIERS

Commitments

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (<u>Corporate</u>, <u>Pricing</u>, <u>Economy</u>, <u>Sales</u>) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) <u>Corporate Commitment</u>.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) <u>Pricing Commitment</u>.

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) <u>Contracts Offering Lower Prices</u>. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) <u>Deviating Buying Patterns</u>. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) <u>Economy Commitment</u>. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) <u>Sales Commitment</u>. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) <u>Supplier Sales</u>. Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed for the logo for

purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) <u>Branding and Logo Compliance</u>. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) <u>Sales Force Training</u>. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) <u>Participating Public Agency Access</u>. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.
- (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) <u>Electronic Registration</u>. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) <u>Supplier's Performance Review</u>. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) <u>Supplier Content</u>. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "<u>Supplier Content</u>") for use on U.S.

Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

END OF SUPPLIER QUALIFICATIONS SECTION

2.0 U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION

The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached hereto as a part of Attachment 4) and submit with the supplier's proposal without exception or alteration. Failure to do so may result in disqualification.

END OF U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION SECTION

3.0 NEW SUPPLIER IMPLEMENTATION CHECKLIST

New Supplier Implementation Checklist	Target Completion After Award
1. First Conference Call	One Week
Initial Kick Off Call to discuss expectations	
Establish initial contact people & roles/responsibilities	
Supplier Log-In Credentials established	
2. Executed Legal Documents	One Week
U.S. Communities Admin Agreement	
Lead Public Agency Agreement signed	
3. Program Contact Requirements	One Week
Supplier contacts communicated to U.S. Communities Staff	
Dedicated email	
Dedicated toll free number	
Dedicated fax number	
4. Second Conference Call	Two Weeks
Set Contract Launch Date & Outline Kick Off Plan	
Establish WebEx Training Dates	
Review Contract Commitments	
Complete Supplier Set Up Form	
Complete User Account and User ID Form	
Identify Dates for Senior Management Meeting	
5. Marketing Kick Off Call	Two Weeks
Overview of Marketing Requirements	
Establish Timeline for Marketing Deliverables	
Set Weekly Marketing Call	T 1
6 Initial NAM & Staff Training Mostings	Three Weeks
6. Initial NAM & Staff Training Meetings Discuss expectations, roles & responsibilities	WEEKS
Introduce and review web-based tools	
Review process & expectations of Lead Referral contact with NAM & identified LRC	
7. Senior Management Meeting	Four Weeks
Implementation Process Progress Report	I OUI WEEKS
U.S. Communities & Vendor Organizational Overview	
Supplier Manager to review & further discuss commitments	
8. Review Top Joint Target Opportunities	Five Weeks
Top 10 Local Contracts	
Review top U.S. Communities PPA's	

9. Web Development	
Initiate IT contact	Two Weeks
Initiate E-Commerce Conversation	Two Weeks
Product Upload to U.S. Communities site	Five Weeks
10. Sales Training & Roll Out	
Program Manager briefing - Coordinate with NAM	Five Weeks
Initial remote WebEx training for all sales - Coordinate with NAM	Four Weeks
Initiate contact with Advisory Board (AB) members	Six Weeks
Determine PM & Local Metro teams strategy sessions	Six Weeks

END OF NEW SUPPLIER IMPLEMENTATION TIMELINE SECTION

3.0 SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below:

- A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally. YES____NO____
- B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii? YES____*NO___

(*If no, identify the states where you have the ability to provide service to Participating Public Agencies.)

C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states? YES____*NO____

(*If no, identify the states where you have the ability to call on Participating Public Agencies.)

- D. Check which applies for your company sales last year in the United States:
 - _____ Sales between \$0 and \$25,000,000
 - Sales between \$25,000,001 and \$50,000,000
 - _____ Sales between \$50,000,001 and \$100,000,000
 - _____ Sales greater than \$100,000,001
- E. Does your company have existing capacity to provide electronic and ecommerce ordering and billing? YES____NO____
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract? YES____NO____
- G. Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days? YES____NO____
- H. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress? YES____NO____
- I. Will your company commit to the following program implementation schedule? YES____NO____
- J. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies? YES____NO____

Submitted by:

(Printed Name)

(Signature)

(Title)

(Date)

5.0 SUPPLIER INFORMATION

Please respond to the following requests for information about your company:

Company

1. Provide the total number and location of sales persons employed by your company in the United States.

NUMBER OF SALES REPRESENTATIVES	СІТҮ	STATE
13	Phoenix	AZ
6	Tucson	AZ
10	Los Angeles	CA
12	San Francisco	CA
6	San Diego	CA
5	Sacramento	CA
3	Fresno	CA
	Etc.	Etc.
Total: 366		

Example:

- 2. Describe how the above sales persons would be utilized in selling this contract, including the time commitment each sales person will devote to selling this contract.
- 3. Provide the company annual sales for 2013, 2014 and 2015 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2013, 2014, AND 2015						
Segment	2013 Sales	2014 Sales	2015 Sales			
Cities						
Counties						
K-12 (Pubic/Private)						
Higher Education (Public/Private)						
States						
Other Public Sector and Nonprofits						
Federal						
Private Sector						
Total Supplier Sales						

4. Provide annual sales for 2013, 2014 and 2015 in the United States for the proposed Products and/or Services; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2013, 2014, AND 2015						
Segment	2013 Sales	2014 Sales	2015 Sales			
Cities						
Counties						
K-12 (Pubic/Private)						
Higher Education (Public/Private)						
States						
Other Public Sector and Nonprofits						
Federal						
Private Sector						
Total Supplier Sales						

- 5. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
- 6. Provide a list with contact information of your company's ten largest public agency customers.

Distribution

- 1. Describe how your company proposes to distribute the Products nationwide.
- 2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
- 3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
- 4. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- 5. Provide the number and location of support centers (if applicable).
- 6. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.
 - a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), your company's diversity of owner employees, etc.
 - b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Marketing

- 1. Outline your company's plan for marketing the Products to state and local government agencies nationwide.
- 2. Explain how your company will educate its national sales force about the Master Agreement.
- 3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.
- 4. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement. Please provide the amount of purchases of existing public agency clients that your company will transition to the U.S. Communities contract for the initial three years of the contract in the following format within your proposal.
 - a. \$_____.00 will be transitioned in year one.
 - b. \$____.00 will be transitioned in year two.
 - c. \$_____.00 will be transitioned in year three.

National Staffing Plan

- 1. A staffing plan is required which describes the Proposer's proposed staff distribution to implement and manage this contract throughout the term of the contract. At a minimum, this plan should include the following:
 - a. Identify the key personnel who will lead and support the implementation period of the contract outlined in Attachment 4, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation;
 - b. Identify the key personnel who are to be engaged in this contract throughout the term of the contract and their relationship to the contracting organization;
 - c. Provide a chart that shows 1) the time commitment of each professional staff member that will be devoted to the contract, 2) each member's role in maintaining and growing the contract; and 3) a timeline of each member's involvement throughout the contract.
- 2. Provide an organizational chart of your company.
- 3. Submit the resumes of the below personnel:
 - a. The person your company proposes to serve as the National Accounts Manager,
 - b. Each person that will be dedicated full time to U.S. Communities account management, and
 - c. Key executive personnel that will be supporting the program.

Products, Services and Solutions

- 1. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
- 2. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for Athletic and Physical Education Supplies, Equipment and any Related Products and Services.

<u>Quality</u>

- 1. Describe your company's quality control processes.
- 2. Describe your problem escalation process.
- 3. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?
- 4. Describe and provide any product or service warranties.

Administration

- 1. Describe your company's capacity to employ telephone, ecommerce, etc., with a specific proposal for processing orders under the Master Agreement.
- 2. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
- 3. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
- 4. Describe your company's ecommerce capabilities:
 - a. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).
 - b. Provide detail on where your company has integrated with a pubic agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.
- 5. Describe any existing multi-state cooperative purchasing programs, including the entity's name(s), contact person(s), contact information and annual volume.
- 6. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.

- 7. Describe the capacity of your company to provide management reports, i.e. commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.
- 8. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Environmental

- 1. Provide a brief description of any company environmental initiatives, including your company's environmental strategy, your investment in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy.
- 2. Describe your company's process for defining green products or sustainable processes.
- 3. Provide a green product listing. Describe any environmental attributes (recycled materials, energy efficiency, biodegradable, low-toxicity, etc.) or certifications achieved for each product.
- 4. Describe your product's recyclability. Describe any buy back or take back options offered. Describe your company's efforts to reduce or reuse packaging and minimize environmental footprint in the shipping process.
- 5. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

Additional Information

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.

END OF SUPPLIER INFORMATION SECTION

6.0 ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT ("<u>Agreement</u>") is made as of ______, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("<u>U.S. Communities</u>") and ______ ("Supplier").

RECITALS

WHEREAS, _____("Lead Public Agency") has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. _____, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "<u>Master Agreement</u>") for the purchase of ______ (the "<u>Products and Services</u>");

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a "<u>Public Agency</u>" and collectively, "<u>Public Agencies</u>") may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a "<u>Participating Public Agency</u>";

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves in an administrative capacity for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, "U.S. Communities Government Purchasing Alliance" is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

<u>ARTICLE I</u>

GENERAL TERMS AND CONDITIONS

1.1 The Master Agreement, attached hereto as <u>Exhibit A</u> and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and

apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency, any Participating Public Agency to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency or any employee of Lead Public Agency or any employee of Lead Public Agency or a Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency or

<u>ARTICLE II</u>

TERM OF AGREEMENT

2.1 This Agreement is effective as of ______ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

ARTICLE III

REPRESENTATIONS AND COVENANTS

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 <u>U.S. Communities' Representations and Covenants</u>.

(a) <u>Marketing</u>. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the <u>"Founding Co-Sponsors</u>") and individual national, regional and state-level sponsors. In addition, the U.S. Communities staff shall make best efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and other marketing activity such as advertising, articles and promotional campaigns.

(b) <u>Training and Knowledge Management Support</u>. U.S. Communities shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "<u>Program Manager</u>" and collectively, the "<u>Program Managers</u>"), U.S. Communities shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities' private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.

3.3 <u>Supplier's Representations and Covenants</u>. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "<u>Supplier's Commitments</u>" and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) <u>Corporate Commitment</u>.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) <u>Pricing Commitment</u>.

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) <u>Contracts Offering Lower Prices</u>. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) <u>Deviating Buying Patterns</u>. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses. (B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) <u>Economy Commitment</u>. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) <u>Sales Commitment</u>. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

Supplier Sales. Supplier shall be responsible for proactive sales of Supplier's (i) Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) <u>Branding and Logo Compliance</u>. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) <u>Sales Force Training</u>. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) <u>Participating Public Agency Access</u>. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

(1) U.S. Communities standard logo with Founding Co-Sponsors logos;

- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S.

Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) <u>Electronic Registration</u>. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) <u>Supplier's Performance Review</u>. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) <u>Supplier Content</u>. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "<u>Supplier Content</u>") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 <u>Breach of Supplier's Representations and Covenants.</u> The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance within such notice period, it shall be

deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 <u>Indemnity</u>. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV

PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

<u>ARTICLE V</u>

FEES & REPORTING

5.1 <u>Administrative Fees</u>. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "<u>Administrative Fees</u>"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 <u>Sales Reports</u>. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by <u>Exhibit B</u>, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("<u>Sales Report</u>"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is

inconsistent with the registration database shall be changed prior to processing. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

5.3 <u>Exception Reporting/Sales Reports Audits</u>. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.

5.4 <u>Online Reporting</u>. Within forty-five (45) days of the end of each calendar month, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the U.S. Communities intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement.

5.5 <u>Usage Reporting</u>. Within thirty (30) days of the end of each contract year, Supplier shall deliver to U.S. Communities an electronic usage report of all sales under the Master Agreement, including:

- (i) Supplier's Product Number
- (ii) Product Description
- (iii) Manufacturer Name
- (iv) Manufacturer Number
- (v) Unit of Measure
- (vi) U.S. Communities Price
- (vii) Number of times ordered
- (viii) Units sold
- (ix) Sales by Manufacturer

5.6 <u>Supplier's Failure to Provide Reports or Pay Administrative Fees</u>. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

ARTICLE VI

MISCELLANEOUS

6.1 <u>Entire Agreement</u>. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.3 <u>Assignment</u>.

(a) <u>Supplier</u>. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) <u>U.S. Communities</u>. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

6.4 <u>Notices</u>. All reports, notices or other communications given hereunder shall be delivered by firstclass mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities:

U.S. Communities 2999 Oak Road, Suite 710 Walnut Creek, California 94597 Attn: Program Manager Administration

Supplier:

Attn: U.S. Communities Program Manager

6.5 <u>Severability</u>. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.6 <u>Waiver</u>. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.7 <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.8 <u>Modifications</u>. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.9 <u>Governing Law; Arbitration</u>. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS

for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disgualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.10 <u>Successors and Assigns</u>. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

[Remainder of Page Intentionally Left Blank – Signatures Follow]

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

Ву	

Name: _	
---------	--

Supplier:

Ву	 	 	
Name:	 	 	
Title:			

<u>EXHIBIT A</u>

HCPS MASTER AGREEMENT TO BE ATTACHED AT TIME OF AWARD.

<u>EXHIBIT B</u>

SALES REPORT FORMAT

Appendix B	- US (Dat	a Format)											
				Sales	Report Template								
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Typ	e Year	Qtr	Month	Amount
956000735	160	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1525.5
956000222	160	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1603.6
956000735	160	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES		90012	20	2012	2	5	1625.0
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES		90012	20	2012	2	5	45090.7
066002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON		06340	20	2012	2	5	318.0
066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2012	2	5	212.0
			SALES REPORT DATA F	ORMAT									
Column Name	Required	Data Type	Length	Example	Comment								
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading ze	ero.							
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below								
Account No.	Optional	Text	25 max	Depends on su	ipplier account no.								
Agency Name	Yes	Text	255 max	Los Angeles Co									
Dept Name	Optional	Text	255 max	Purchasing De			i						
Address	Yes	Text	255 max										
City	Yes	Text	255 max	Los Angeles	Must be a valid City name								
State	Yes	Text	2	CA									
Zip	Yes	Text	5	90071	No Dash, Do not omit leading ze	ero. Valid zip code							
Agency Type	Yes	Number	2	30	See Agency Type Table Below								
Year	Yes	Number	4	2010									
Qtr	Yes	Number	1	4									
Month	Yes	Number	2	12									
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sig	n or commas							
			Agency Type Table										
		Agency Type ID											
		10	K-12										
		11	Community College										
		12	College and University										
		20	City										
		21	City Special District										
		22	Consolidated City/County										
		30	County										
		31	County Special District										
		40	Federal										
		41	Crown Corporations										
		50	Housing Authority										
		80	State Agency										
		81	Independent Special District										
		82	Non-Profit										
		84	Other										

7.0 MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, "Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

RECITALS

- WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");
- WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;
- WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;
- WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;
- WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;
- NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:
- 1. That each party will facilitate the cooperative procurement of Products and Services.
- 2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
- 3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
- That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies' procurement of Products and Services.
- 5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the

Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

- 6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
- 7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The Participating Public Agency shall, to the extent permitted by applicable law, hold the Lead Public Agency harmless from any liability that may arise from action or inaction or the Participating Public Agency.
- 8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
- 9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
- 10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

8.0 STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

Hickam AFB

Hilo Holualoa

Nationwide:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other states:

State of Oregon, State of Hawaii, State of Washington

State: HI

Account Type: HI Counties, Cities, College	Account	Type: H	HI Counties,	Cities,	Colleges
--	---------	---------	--------------	---------	----------

,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Honaunau
Hawaii County	Honokaa
Honolulu County	Honolulu
Kauai County	Honomu
Maui County	Hoolehua
Kalawao County	Kaaawa
Aiea	Kahuku
Anahola	Kahului
Barbers Point N A S	Kailua
Camp H M Smith	Kailua Kona
Captain Cook	Kalaheo
Eleele	Kalaupapa
Ewa Beach	Kamuela
Fort Shafter	Kaneohe
Haiku	Караа
Hakalau	Карааи
Haleiwa	Kapolei
Hana	Kaumakani
Hanalei	Kaunakakai
Hanamaulu	Kawela Bay
Hanapepe	Keaau
Hauula	Kealakekua
Hawaii National Park	Kealia
Hawaiian Ocean View	Keauhou
Hawi	Kekaha

Kihei Kilauea Koloa Kualapuu Kula Kunia Kurtistown Lahaina Laie Lanai City Laupahoehoe Lawai Lihue M C B H Kaneohe Bay Makawao Makaweli Maunaloa Mililani Mountain View Naalehu Ninole Ocean View Ookala Paauhau Paauilo Pahala Pahoa Paia Papaaloa Papaikou Pearl City Pearl Harbor Pepeekeo

State: HI (128 records)

Account Type: K-12 (16 records)

Malama Honua Public Charter School ST JOHN THE BAPTIST Waimanalo Elementary and Intermediate School Kailua High School PACIFIC BUDDHIST ACADEMY HAWAII TECHNOLOGY ACADEMY

Princeville Pukalani Puunene Schofield Barracks **Tripler Army Medical Center** Volvano Wahiawa Waialua Waianae Waikoloa Wailuku Waimanalo Waimea Waipahu Wake Island Wheeler Army Airfield Brigham Young University - Hawaii Chaminade University of Honolulu Hawaii Business College Hawaii Pacific University Hawaii Technology Institute Heald College - Honolulu Remington College - Honolulu Campus University of Phoenix - Hawaii Campus Hawaii Community College Honolulu Community College Kapiolani Community College Kauai Community College Leeward Community College Maui Community College University of Hawaii at Hilo University of Hawaii at Manoa Windward Community College

CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC. MARYKNOLL SCHOOL ISLAND SCHOOL STATE OF HAWAII, DEPT. OF EDUCATION KE KULA O S. M. KAMAKAU KAMEHAMEHA SCHOOLS HANAHAU`OLI SCHOOL EMMANUAL LUTHERAN SCHOOL School Lunch Program Our Savior Lutheran School

Account Type: County (5 records)

BOARD OF WATER SUPPLY MAUI COUNTY COUNCIL Kauai County Council Honolulu Fire Department COUNTY OF MAUI

Account Type: Non-Profit (74 records)

Lanai Community Health Center Maui High Band Booster Club Kumulani Chapel Naalehu Assembly of God outrigger canoe club One Kalakaua Native Hawaiian Hospitality Association St. Theresa School Hawaii Peace and Justice Kauai Youth Basketball Association NA HALE O MAUI LEEWARD HABITAT FOR HUMANITY WAIANAE COMMUNITY OUTREACH NA LEI ALOHA FOUNDATION HAWAII FAMILY LAW CLINIC DBA ALA KUOLA

BUILDING INDUSTRY ASSOCIATION OF HAWAII

UNIVERSITY OF HAWAII FEDERAL CREDIT UNION

LANAKILA REHABILITATION CENTER INC. POLYNESIAN CULTURAL CENTER CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST

BISHOP MUSEUM ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA

ASSOSIATION OF OWNERS OF KUKUI PLAZA MAUI ECONOMIC DEVELOPMENT BOARD NETWORK ENTERPRISES, INC.

HONOLULU HABITAT FOR HUMANITY ALOHACARE

ORI ANUENUE HALE, INC.

IUPAT, DISTRICT COUNCIL 50

GOODWILL INDUSTRIES OF HAWAII, INC. HAROLD K.L. CASTLE FOUNDATION MAUI ECONOMIC OPPORTUNITY, INC. EAH, INC. PARTNERS IN DEVELOPMENT FOUNDATION HABITAT FOR HUMANITY MAUI W. M. KECK OBSERVATORY HAWAII EMPLOYERS COUNCIL HAWAII STATE FCU MAUI COUNTY FCU PUNAHOU SCHOOL YMCA OF HONOLULU EASTER SEALS HAWAII AMERICAN LUNG ASSOCIATION Pohaha I Ka Lani Hawaii Area Committee Tri-Isle RC&D Lanai Federal Credit Union Aloha United Way READ TO ME INTERNATIONAL FOUNDATION MAUI FAMILY YMCA WAILUKU FEDERAL CREDIT UNION ST. THERESA CHURCH HALE MAHAOLU West Maui Community Federal Credit Union

Hawaii Island Humane Society Western Pacific Fisheries Council Kama'aina Care Inc International Archaeological Research Institute, Inc. **Community Empowerment Resources** Tutu and Me Traveling Preschool First United Methodist Church **AOAO Royal Capitol Plaza** Kumpang Lanai Child and Family Service MARINE SURF WAIKIKI, INC. Hawaii Health Connector Hawaii Carpenters Market Recovery Program Fund Puu Heleakala Community Association Saint Louis School Kailua Racquet Club, Ltd. Homewise Inc. Hawaii Baptist Academy

Kroc Center Hawaii

Кири

Account Type: College and University (8 records)

University of the Nations ARGOSY UNIVERSITY HAWAII PACIFIC UNIVERSITY UNIVERSITY OF HAWAII AT MANOA RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII BRIGHAM YOUNG UNIVERSITY - HAWAII University Clinical Research and Association CHAMINADE UNIVERSITY OF HONOLULU

Account Type: Other (7 records)

Hawaii Information Consortium Leeward Community Church E Malama In Keiki O Lanai Keawala'i Congregational Church Lanai Community Hospital Angels at Play Preschool & Kindergarten Queen Emma Gardens AOAO

Account Type: Community College (2 records)

Honolulu Community College COLLEGE OF THE MARSHALL ISLANDS

Account Type: State Agency (11 records)

DOT Airports Division Hilo International Airport

Judiciary - State of Hawaii ADMIN. SERVICES OFFICE SOH- JUDICIARY CONTRACTS AND PURCH STATE DEPARTMENT OF DEFENSE HAWAII CHILD SUPPORT ENFORCEMENT AGENCY HAWAII HEALTH SYSTEMS CORPORATION HAWAII AGRICULTURE RESEARCH CENTER STATE OF HAWAII Third Judicial Circuit - State of Hawaii Office of the Governor

Account Type: Consolidated City/County (2 records)

CITY AND COUNTY OF HONOLULU Lanai Youth Center

Account Type: Federal (2 records)

US Navy Defense Information System Agency

State: OR (1,368 records)

Account Type: K-12 (234 records)

Central School District 13J (Polk County, Oregon) Milton-Freewater Unified School District No 7

Warrenton Hammond School **Columbia Academy** VALLEY CATHOLIC SCHL CROOK COUNTY SCHOOL DISTRICT CORBETT SCHL DIST #39 **Trinity Lutheran Church and School** Bethel School District #52 **Ppmc Education Committee** Stayton Christian School South Columbia Family School Sunrise Preschool St. Therese Parish/School Portland YouthBuilders Wallowa County ESD Fern Ridge School District 28J **Knova Learning** New Horizon Christian School MOLALLA RIVER ACADEMY HIGH DESERT EDUCATION SERVICE DISTRICT SOUTHWEST CHARTER SCHOOL WHITEAKER MONTESSORI SCHOOL CASCADES ACADEMY OF CENTRAL OREGON **NEAH-KAH-NIE DISTRICT NO.56** INTER MOUNTAIN ESD STANFIELD SCHOOL DISTRICT LA GRANDE SCHOOL DISTRICT CASCADE SCHOOL DISTRICT **DUFUR SCHOOL DISTRICT NO.29** hillsboro school district **GASTON SCHOOL DISTRICT 511J BEAVERTON SCHOOL DISTRICT**

COUNTY OF YAMHILL SCHOOL DISTRICT 29 WILLAMINA SCHOOL DISTRICT MCMINNVILLE SCHOOL DISTRICT NO.40 Sheridan School District 48J THE CATLIN GABEL SCHOOL NORTH WASCO CTY SCHOOL DISTRICT 21 -CHENOWITH CENTRAL CATHOLIC HIGH SCHOOL CANYONVILLE CHRISTIAN ACADEMY OUR LADY OF THE LAKE SCHOOL NYSSA SCHOOL DISTRICT NO. 26 **ARLINGTON SCHOOL DISTRICT NO. 3** LIVINGSTONE ADVENTIST ACADEMY Santiam Canyon SD 129J WEST HILLS COMMUNITY CHURCH BANKS SCHOOL DISTRICT WILLAMETTE EDUCATION SERVICE DISTRICT BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD HARNEY EDUCATION SERVICE DISTRICT GREATER ALBANY PUBLIC SCHOOL DISTRICT LAKE OSWEGO SCHOOL DISTRICT 7J SOUTHERN OREGON EDUCATION SERVICE DISTRICT SILVER FALLS SCHOOL DISTRICT St Helens School District DAYTON SCHOOL DISTRICT NO.8 Amity School District 4-J SCAPPOOSE SCHOOL DISTRICT 1J REEDSPORT SCHOOL DISTRICT FOREST GROVE SCHOOL DISTRICT DAVID DOUGLAS SCHOOL DISTRICT LOWELL SCHOOL DISTRICT NO.71 TIGARD-TUALATIN SCHOOL DISTRICT SHERWOOD SCHOOL DISTRICT 88J RAINIER SCHOOL DISTRICT NORTH CLACKAMAS SCHOOL DISTRICT MONROE SCHOOL DISTRICT NO.1J CHILDPEACE MONTESSORI HEAD START OF LANE COUNTY HARNEY COUNTY SCHOOL DIST. NO.3 **NESTUCCA VALLEY SCHOOL DISTRICT NO.101**

ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL

LEBANON COMMUNITY SCHOOLS NO.9 MT.SCOTT LEARNING CENTERS SEVEN PEAKS SCHOOL DE LA SALLE N CATHOLIC HS MULTISENSORY LEARNING ACADEMY MITCH CHARTER SCHOOL **REALMS CHARTER SCHOOL BAKER SCHOOL DISTRICT 5-J** PHILOMATH SCHOOL DISTRICT CLACKAMAS EDUCATION SERVICE DISTRICT CANBY SCHOOL DISTRICT **OREGON TRAIL SCHOOL DISTRICT NO.46** WEST LINN WILSONVILLE SCHOOL DISTRICT MOLALLA RIVER SCHOOL DISTRICT NO.35 ESTACADA SCHOOL DISTRICT NO.108 GLADSTONE SCHOOL DISTRICT ASTORIA SCHOOL DISTRICT 1C SEASIDE SCHOOL DISTRICT 10 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT **VERNONIA SCHOOL DISTRICT 47J** SOUTH COAST EDUCATION SERVICE DISTRICT

COOS BAY SCHOOL DISTRICT NO.9 COOS BAY SCHOOL DISTRICT NORTH BEND SCHOOL DISTRICT 13 COQUILLE SCHOOL DISTRICT 8 MYRTLE POINT SCHOOL DISTRICT NO.41 BANDON SCHOOL DISTRICT BROOKING HARBOR SCHOOL DISTRICT NO.17-C

REDMOND SCHOOL DISTRICT DESCHUTES COUNTY SD NO.6 - SISTERS SD DOUGLAS EDUCATION SERVICE DISTRICT ROSEBURG PUBLIC SCHOOLS GLIDE SCHOOL DISTRICT NO.12 SOUTH UMPQUA SCHOOL DISTRICT #19 YONCALLA SCHOOL DISTRICT NO.32 ELKTON SCHOOL DISTRICT NO.34 DOUGLAS COUNTY SCHOOL DISTRICT 116 HOOD RIVER COUNTY SCHOOL DISTRICT 116 HOOD RIVER COUNTY SCHOOL DISTRICT PHOENIX-TALENT SCHOOL DISTRICT NO.4 CENTRAL POINT SCHOOL DISTRICT NO.6 JACKSON CO SCHOOL DIST NO.9 ROGUE RIVER SCHOOL DISTRICT NO.35

MEDFORD SCHOOL DISTRICT 549C CULVER SCHOOL DISTRICT NO. JEFFERSON COUNTY SCHOOL DISTRICT 509-J **GRANTS PASS SCHOOL DISTRICT 7** LOST RIVER JR/SR HIGH SCHOOL KLAMATH FALLS CITY SCHOOLS LANE COUNTY SCHOOL DISTRICT 4J SPRINGFIELD SCHOOL DISTRICT NO.19 CRESWELL SCHOOL DISTRICT SOUTH LANE SCHOOL DISTRICT 45J3 LANE COUNTY SCHOOL DISTRICT 69 SIUSLAW SCHOOL DISTRICT SWEET HOME SCHOOL DISTRICT NO.55 LINN CO. SCHOOL DIST. 95C - SCIO SD ONTARIO MIDDLE SCHOOL **GERVAIS SCHOOL DIST. #1** NORTH SANTIAM SCHOOL DISTRICT 29J JEFFERSON SCHOOL DISTRICT SALEM-KEIZER PUBLIC SCHOOLS MT. ANGEL SCHOOL DISTRICT NO.91 MARION COUNTY SCHOOL DISTRICT 103 -WASHINGTON ES MORROW COUNTY SCHOOL DISTRICT MULTNOMAH EDUCATION SERVICE DISTRICT

GRESHAM-BARLOW SCHOOL DISTRICT DALLAS SCHOOL DISTRICT NO. 2 **CENTRAL SCHOOL DISTRICT 13J** St. Mary Catholic School **CROSSROADS CHRISTIAN SCHOOL** ST. ANTHONY SCHOOL Pedee School HERITAGE CHRISTIAN SCHOOL **BEND-LA PINE SCHOOL DISTRICT** GLENDALE SCHOOL DISTRICT LINCOLN COUNTY SCHOOL DISTRICT PORTLAND PUBLIC SCHOOLS REYNOLDS SCHOOL DISTRICT CENTENNIAL SCHOOL DISTRICT NOBEL LEARNING COMMUNITIES St. Stephen's Academy McMinnville Adventist Christian School Salem-Keizer 24J McKay High School Pine Eagle Charter School

Waldo Middle School **OAKLAND SCHOOL DISTRICT 001** hermiston school district Clear Creek Middle School Marist High School Victory Academy Vale School District No. 84 St. Mary School Junction City High School **Three Rivers School District** Fern Ridge School District JESUIT HIGH SCHL EXEC OFC LASALLE HIGH SCHOOL Southwest Christian School Willamette Christian School Westside Christian High School CS LEWIS ACADEMY Portland America School Forest Hills Lutheran School **Mosier Community School** Koreducators Lep High Warrenton Hammond School District Sutherlin School District Malheur Elementary School District **Ontario School District** Parkrose School District 3 Riverdale School District 51J **Tillamook School District** Madeleine School **Union School District** Helix School District **Riddle School District** Molalla River School District Corvallis School District 509J Falls City School District #57 **Portland Christian Schools** LUCKIAMUTE VALLEY CHARTER SCHOOLS **Deer Creek Elementary School** Yamhill Carlton School District HARRISBURG SCHL DIST **CENTRAL CURRY SCHL DIST#1 BNAI BRITH CAMP OREGON FOOD BANK** HOSANNA CHRISTIAN SCHL ABIQUA SCHL

Salem keizar school district Athena Weston School District 29RJ Butte Falls School District Bend International School Imbler School District #11 monument school PENDLETON SCHOOL DISTRICT #16R **Ohara Catholic School Reynolds High School** St. Paul School District St Paul Parish School Joseph School District EagleRidge High School Grant Community School Hope chinese charter Northwest Academy Sunny Wolf Charter School MCKENZIE SCHOOL DISTRICT 068 L'Etoiile French Immersion School LA GRANDE SCHOOL DISTRICT 001 Marist Catholic High School Springfield Public Schools Elgin school dist. PLEASANT HILL SCH DIST #1 Ukiah School District 80R North Powder Charter School Siletz Valley School French American School Mastery Learning Institute North Lake School District 14 Early College High School

Account Type: County (53 records)

GILLIAM COUNTY OREGON UMATILLA COUNTY, OREGON DOUGLAS ELECTRIC COOPERATIVE, INC. MULTNOMAH LAW LIBRARY clackamas county CLATSOP COUNTY COLUMBIA COUNTY, OREGON coos county CROOK COUNTY ROAD DEPARTMENT CURRY COUNTY OREGON DESCHUTES COUNTY GILLIAM COUNTY **GRANT COUNTY, OREGON** HARNEY COUNTY SHERIFFS OFFICE HOOD RIVER COUNTY jackson county josephine county klamath county LANE COUNTY LINN COUNTY MARION COUNTY, SALEM, OREGON MULTNOMAH COUNTY SHERMAN COUNTY WASCO COUNTY YAMHILL COUNTY WALLOWA COUNTY ASSOCIATION OF OREGON COUNTIES NAMI LANE COUNTY **BENTON COUNTY** DOUGLAS COUNTY JEFFERSON COUNTY LAKE COUNTY LINCOLN COUNTY POLK COUNTY UNION COUNTY WASHINGTON COUNTY MORROW COUNTY Mckenzie Personnel Services Washington County Facilities & Park Services

NORCOR Juvenile Detention Tillamook County Estuary Job Council BAKER CNTY GOVT TILLAMOOK CNTY Multnomah County Dept of County Assets Wheeler County Resource Connections of Oregon Lane County Sheriff's Office Clatsop County Sheriff's Office Harney County Community Corrections Clackamas County Juvenile Dept Columbia Basin Care Facility City of Seaside Police Department

Account Type: Non-Profit (642 records)

Tamarack Aquatic Center

Seven Feathers Casino St Paul Baptist Church Long Tom Watershed Council San Martin Deporres Catholic Church **Portland Parks Foundation** Cedar Hills Baptist Church Unitarian Universalist Church in Eugene **Emmanuel Bible Church** La Pine Chamber of Commerce Farmworkers Housing Development Corporation World Forestry Center **Oregon Farm Bureau** Mt Emily Safe Center Salem First Presbyterian Church **Rolling Hills Baptist Church Baker Elks** Gates Community Church of Christ **PIP Corps LLC Turtle Ridge Wildlife Center** Grande Ronde Model Watershed Foundation

Western Environmental Law Center Oregon District 7 Little League Mercy Flights, Inc. Metropolitan Contractor Improvement Partnership The Christian Church of Hillsboro Oregonb **Congregation Neveh Shalom** My Fathers House **Step Forward Activities Inc** HHoly Trinity Greek Orthodox Cathedral MECOP Inc. Workforce Northwest Inc Lane Arts Council **Intergral Youth Services** Children Center At Trinity **Beaverton Christians Church Oregon Humanities** St. Pius X School Community Connection of Northeast Oregon, Inc. St Mark Presbyterian Church Living Opportunities, Inc. Coos Art Museum

OETC

Blanchet House of Hospitality Garten Services Inc Merchants Exchange of Portland, Oregon Coalition for a Livable Future West Salem United Methodist **Central Oregon Visitors Association** Soroptimist International of Gold Beach, OR **Real Life Christian Church Dayton Christian Church Delphian School** AVON **EPUD-Emerald People's Utility District** Human Solutions, Inc. The Wallace Medical Concern Boys & Girls Club of Salem, Marion & Polk Counties The Ross Ragland Theater and Cultural Center **Cascade Health Solutions** Umpqua Community Health Center ALZHEIMERS NETWORK OF OREGON NATIONAL WILD TURKEY FEDERATION TILLAMOOK ESTUARIES PARTNERSHIP LIFEWORKS NW Independent Development Enterprise Alliance

MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC HALFWAY HOUSE SERVICES, INC. REDMOND PROFICIENCY ACADEMY OHSU FOUNDATION SHELTERCARE PRINGLE CREEK SUSTAINABLE LIVING CENTER

PACIFIC INSTITUTES FOR RESEARCH Mental Health for Children, Inc. The Dreaming Zebra Foundation LAUREL HILL CENTER THE OREGON COMMUNITY FOUNDATION OCHIN WE CARE OREGON SE WORKS ENTERPRISE FOR EMPLOYMENT AND EDUCATION OMNIMEDIX INSTITUTE PORTLAND BUSINESS ALLIANCE GATEWAY TO COLLEGE NATIONAL NETWORK

FOUNDATIONS FOR A BETTER OREGON GOAL ONE COALITION ATHENA LIBRARY FRIENDS ASSOCIATION **Coastal Family Health Center** CENTER FOR COMMUNITY CHANGE STAND FOR CHILDREN ST. VINCENT DEPAUL OF LANE COUNTY EAST SIDE FOURSQUARE CHURCH CORVALLIS MOUNTAIN RESCUE UNIT InventSuccess SHERIDAN JAPANESE SCHOOL FOUNDATION The Blosser Center for Dyslexia Resources MOSAIC CHURCH HOUSING AUTHORITY OF LINCOLN COUNTY RENEWABLE NORTHWEST PROJECT INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION CONSERVATION BIOLOGY INSTITUTE THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC. BLACHLY LANE ELECTRIC COOPERATIVE MORNING STAR MISSIONARY BAPTIST CHURCH

NORTHWEST FOOD PROCESSORS ASSOCIATION

INDEPENDENT INSURANCE AGENTS AND **BROKERS OF OREGON** OREGON EDUCATION ASSOCIATION HEARING AND SPEECH INSTITUTE INC SALEM ELECTRIC MORRISON CHILD AND FAMILY SERVICES JUNIOR ACHIEVEMENT CENTRAL BIBLE CHURCH MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL TRILLIUM FAMILY SERVICES, INC. YWCA SALEM PORTLAND ART MUSEUM SAINT JAMES CATHOLIC CHURCH SOUTHERN OREGON HUMANE SOCIETY VOLUNTEERS OF AMERICA OREGON

CENTRAL DOUGLAS COUNTY FAMILY YMCA METROPOLITAN FAMILY SERVICE OREGON MUSUEM OF SCIENCE AND INDUSTRY

FIRST UNITARIAN CHURCH ST. ANTHONY CHURCH Good Shepherd Medical Center Salem Academy GEN CONF OF SDA CHURCH WESTERN OR PORTLAND ADVENTIST ACADEMY ST VINCENT DE PAUL OUTSIDE IN UNITED CEREBRAL PALSY OF OR AND SW WA

WILLAMETTE VIEW INC. PORTLAND HABILITATION CENTER, INC. **OREGON STATE UNIVERSITY ALUMNI** ASSOCIATION ROSE VILLA, INC. NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA **ROGUE FEDERAL CREDIT UNION Oregon Research Institute** WILLAMETTE LUTHERAN HOMES, INC LANE MEMORIAL BLOOD BANK PORTLAND JEWISH ACADEMY LANECO FEDERAL CREDIT UNION **GRANT PARK CHURCH** ST. MARYS OF MEDFORD, INC. US CONFERENCE OF MENONNITE BRETHREN CHURCHES FAITHFUL SAVIOR MINISTRIES OREGON CITY CHURCH OF THE NAZARENE OREGON COAST COMMUNITY ACTION EDUCATION NORTHWEST COMMUNITY ACTION TEAM, INC. EUGENE SYMPHONY ASSOCIATION, INC. STAR OF HOPE ACTIVITY CENTER INC. SPARC ENTERPRISES SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC. SALEM ALLIANCE CHURCH Lane Council of Governments

FORD FAMILY FOUNDATION TRAILS CLUB NEWBERG FRIENDS CHURCH WOODBURN AREA CHAMBER OF COMMERCE

CONTEMPORARY CRAFTS MUSEUM AND GALLERY CITY BIBLE CHURCH **OREGON LIONS SIGHT & HEARING** FOUNDATION PORTLAND WOMENS CRISIS LINE THE SALVATION ARMY - CASCADE DIVISION WILLAMETTE FAMILY WHITE BIRD CLINIC GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES PLANNED PARENTHOOD OF SOUTHWESTERN OREGON HOUSING NORTHWEST OREGON ENVIRONMENTAL COUNCIL MEALS ON WHEELS PEOPLE, INC. FAITH CENTER Bob Belloni Ranch, Inc. GOOD SHEPHERD COMMUNITIES SACRED HEART CATHOLIC DAUGHTERS HELP NOW! ADVOCACY CENTER TENAS ILLAHEE CHILDCARE CENTER SUNRISE ENTERPRISES LOOKING GLASS YOUTH AND FAMILY SERVICES

SERENITY LANE EAST HILL CHURCH LA GRANDE UNITED METHODIST CHURCH COAST REHABILITATION SERVICES Edwards Center Inc ALVORD-TAYLOR INDEPENDENT LIVING SERVICES NEW HOPE COMMUNITY CHURCH KLAMATH HOUSING AUTHORITY QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC. SPONSORS, INC. COLUMBIA COMMUNITY MENTAL HEALTH ADDICTIONS RECOVERY CENTER, INC METRO HOME SAFETY REPAIR PROGRAM OREGON SUPPORTED LIVING PROGRAM SOUTH COAST HOSPICE, INC. ALLFOURONE/CRESTVIEW CONFERENCE CTR.

The International School REBUILDING TOGETHER - PORTLAND INC. PENDLETON ACADEMIES PACIFIC FISHERY MANAGEMENT COUNCIL DOGS FOR THE DEAF, INC. PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC. EMMAUS CHRISTIAN SCHOOL DELIGHT VALLEY CHURCH OF CHRIST SAINT CATHERINE OF SIENA CHURCH PORT CITY DEVELOPMENT CENTER VIRGINIA GARCIA MEMORIAL HEALTH CENTER

CENTRAL CITY CONCERN CANBY FOURSQUARE CHURCH EMERALD PUD VERMONT HILLS FAMILY LIFE CENTER BENTON HOSPICE SERVICE INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION COMMUNITY CANCER CENTER OPEN MEADOW ALTERNATIVE SCHOOLS, INC.

CASCADIA BEHAVIORAL HEALTHCARE WILD SALMON CENTER BROAD BASE PROGRAMS INC. SUNNYSIDE FOURSQUARE CHURCH TRAINING EMPLOYMENT CONSORTIUM RELEVANT LIFE CHURCH 211INFO SONRISE CHURCH LIVING WAY FELLOWSHIP Women'S Safety & Resource Center SEXUAL ASSAULT RESOURCE CENTER IRCO NORTHWEST YOUTH CORPS TILLAMOOK CNTY WOMENS CRISIS CENTER SECURITY FIRST CHILD DEVELOPMENT CENTER

CLASSROOM LAW PROJECT YOUTH GUIDANCE ASSOC.

PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND ELMIRA CHURCH OF CHRIST JASPER MOUNTAIN ACUMENTRA HEALTH WORKSYSTEMS INC COVENANT CHRISTIAN HOOD RIVER **OREGON DONOR PROGRAM** NAMI OREGON **OLIVET BAPTIST CHURCH** SILVERTON AREA COMMUNITY AID CONFEDERATED TRIBES OF GRAND RONDE NEIGHBORIMPACT CATHOLIC COMMUNITY SERVICES NEW AVENUES FOR YOUTH INC LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER DECISION SCIENCE RESEARCH INSTITUTE, INC.

WESTERN STATES CENTER HIV ALLIANCE, INC PARTNERSHIPS IN COMMUNITY LIVING, INC.

FANCONI ANEMIA RESEARCH FUND INC. **BLIND ENTERPRISES OF OREGON OREGON BALLET THEATRE** SMART All God's Children International FARMWORKER HOUISNG DEV CORP UMPQUA COMMUNITY DEVELOPMENT CORPORATION REGIONAL ARTS AND CULTURE COUNCIL THE EARLY EDUCATION PROGRAM, INC. MACDONALD CENTER EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING. SELF ENHANCEMENT INC. FRIENDS OF THE CHILDREN SOUTH LANE FAMILY NURSERY DBA FAMILY **RELIEF NURSE** COMMUNITY VETERINARY CENTER PORTLAND SCHOOLS FOUNDATION SUSTAINABLE NORTHWEST OREGON DEATH WITH DIGNITY **BIRCH COMMUNITY SERVICES, INC.**

BAY AREA FIRST STEP, INC. OSLC COMMUNITY PROGRAMS EN AVANT, INC. ASHLAND COMMUNITY HOSPITAL NORTHWEST ENERGY EFFICIENCY ALLIANCE BONNEVILLE ENVIRONMENTAL FOUNDATION

SUMMIT VIEW COVENANT CHURCH SALMON-SAFE INC. BETHEL CHURCH OF GOD PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL SAINT ANDREW NATIVITY SCHOOL BARLOW YOUTH FOOTBALL SPOTLIGHT THEATRE OF PLEASANT HILL FAMILIES FIRST OF GRANT COUNTY, INC. TOUCHSTONE PARENT ORGANIZATION CANCER CARE RESOURCES CASCADIA REGION GREEN BUILDING COUNCIL

SHERMAN DEVELOPMENT LEAGUE, INC. SCIENCEWORKS WORD OF LIFE COMMUNITY CHURCH SOCIAL VENTURE PARTNERS PORTLAND OREGON PROGRESS FORUM CENTER FOR RESEARCH TO PRACTICE WESTERN RIVERS CONSERVANCY UNITED WAY OF THE COLUMBIA WILLAMETTE

EUGENE BALLET COMPANY EAST WEST MINISTRIES INTERNATIONAL SISKIYOU INITIATIVE EDUCATIONAL POLICY IMPROVEMENT CENTER

North Pacific District of Foursquare Churches

CATHOLIC CHARITIES FIRST CHURCH OF THE NAZARENE WESTSIDE BAPTIST CHURCH Housing Development Center Hoodview Christian Church Little Promises Chlildren's Program UNION GOSPEL MISSION GRACE BAPTIST CHURCH COMMUNITY ACTION ORGANIZATION OUTSIDE IN MAKING MEMORIES BREAST CANCER FOUNDATION, INC. ELAW COMMUNITY HEALTH CENTER. INC **Greater Portland INC Eugene Builders Exchange** Boys & Girls Club of Corvallis Southeast Uplift Neighborhood Coalition **First United Presbyterian Church** PDX Wildlife Friends of the Opera House Jackson-Josephine 4-C Council North Coast Family Fellowship PECI **Childswork Learning Center** Portland Schools Alliance New Artists Performing Arts Productions, Inc.

Relief Nursery St. Mary's Episcopal Church Viking Sal Senior Center Boys and Girls Club of the rogue valley Lincoln City Chamber of Commerce DrupalCon Inc., DBA Drupal Association Albany Partnership for Housing and **Community Development** Hermiston Christian Center & School SALEM FREE CLINICS **Dress for Success Oregon** Beaverton Rock Creek Foursquare Church St Paul Catholic Church St Mary's Catholic School and Parish Polk Soil and Water Conservation District Street Ministry La Grande Church of the Nazarene Spruce Villa, Inc. OREGON SCHOOL BOARDS ASSOCIATION House of Prayer for All Nations Sacred Heart Catholic Church African American Health Coaliton, Inc. Happy Canyon Company Village Home Education Resource Center Monet's Children's Circle **Cascade Housing Association**

Dayspring Fellowship Northwest Habitat Institute Winding Waters Medical Clinic **First Baptist Church** The Nature Conservancy, Willamette Valley **Field Office** Serenity Lane Health Services Portland Community Reinvestment Initiatives, Inc. **GeerCrest Farm & Historical Society College United Methodist Church** The Collins Foundation Prince of Peace Lutheran Church & School NEDCO Salem Evangelical Church Wild Lilac Child Development Community Daystar Education, Inc. **Oregon Social Learning Center** Pain Society of Oregon environmental law alliance worldwide Community in Action Safe Harbors FIRST CHRISTIAN CHURCH Pacific Classical Ballet **Depaul Industries** African American Health Coalition Jesus Prayer Book **Coalition Of Community Health River Network CCI** Enterprises Inc **Oregon Nurses Association** GOODWILL INDUSTRIES OF THE COLUMBIA WILLAMETTE Mount Angel Abbey YMCA OF ASHLAND YMCA OF COLUMBIA-WILLAMETTE ASSOCIATION SERVICES Multnomah Law Library Friends Of Tryon Creek State P Ontrack Inc. **Calvin Presbyterian Church** HOLT INTL CHILD St John The Baptist Catholic Portland Foursquare Church Portland Christian Center

Church Extension Plan Occu Afghanistan Relief Effort EUGENE FAMILY YMCA Christ The King Parish and School Newberg Christian Church First United Methodist Church Zion Lutheran Church Southwest Bible Church **Community Works Inc** Masonic Lodge Pearl 66 Molalla Nazarene Church Transition Projects, Inc St Michaels Episcopal Church Saint Johns Catholich Church Access Inc **Community Learning Center** Old Mill Center for Children and Families Sunny Oaks Inc Hospice Center Bend La Pine Westside Foursquare Church **Relief Nursery Inc** Morning Star Community Church MULTNOMAH DEFENDERS INC **Providence Health System** Holy Trinity Catholic Church Holy Redeemer Catholic Church Alliance Bible Church CARE OREGON Mid Columbia Childrens Council HUMANE SOCIETY OF REDMOND **Our Redeemer Lutheran Church** Kbps Public Radio Skyball Salem Keizer Youth Bas **Open Technology Center** Grace Chapel CHILDREN'S MUSEUM 2ND Solid Rock West Chehalem Friends Church Guide Dogs For The Blind Aldersgate Camps and Retreats St. Katherine's Catholic Church The Alliance NW of the Christian & Missionary Alliance Bags of Love Grand View Baptist Church

Green Electronics Council Scottish Rite Western Wood Products Association THE NEXT DOOR NATIONAL PSORIASIS FOUNDATION NEW BEGINNINGS CHRISTIAN CENTER HIGHLAND UNITED CHURCH OF CHRIST **OREGON REPERTORY SINGERS HIGHLAND HAVEN** FAIR SHARE RESEARCH AND EDUCATION FUND Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR, ECKA First Baptist Church of Enterprise The Canby Center Instituto de Cultura y Arte In Xochitl In Cuicatl OSLC COMMUNITY PROGRAMS OCP **Oregon Nikkei Endowment** Eastern Oregon Alcoholism Foundation Grantmakers for Education The Spiral Gallery The ALS Association Oregon and SW Washington Chapter Children's Relief Nursery Home Builders World of Speed SW Community Health Center **Energy Trust of Oregon** St. Vincent de Paul Church Fr. Bernard Youth Center **Oregon Psychoanalytic Center** Store to Door **Depaul Industries** OUR LADY OF PERPETUAL HELP CATHOLIC CHURCH ALBANY OREGON SELCO Community Credit Union North Coast Christian Church Union County Economic Development Corp. **Camelto Theatre Company Camp Fire Columbia** TAKE III OUTREACH **Rolling Hills Community Church Eugene Swim and Tennis Club** Summa Institute

Amani Center Billy Webb Elks lodge #1050 Silverton Senior Center Sandy Seventh-day Adventist Church Muddy Creek Charter School A FAMILY FOR EVERY CHILD **1000 FRIENDS OF OREGON** NONPROFIT ASSOCIATION OF OREGON LUKE DORF INC FAMILY CARE INC MEDICAL TEAMS INTL **Clean Slate Canine Rescue & Rehabilitation** St. Martins Episcopal church Food for Lane County **Clatsop Behavioral Healthcare** columbia gorge discovery center and museum

NAMI of Washington County The Dalles Art Association Temple Beth Israel Willamette Leadership Academy/Pioneer Youth Corps Of Oregon Rose Haven OREGON STATE UNIVERSITY BOOKSTORE INC

FAIRFIELD BAPTIST CHURCH Sexual Assault Support Services **Neskowin Valley School** RON WILSON CENTER FOR EFFECTIVE LIVING INC St. Joseph Shelter The Inn Home for Boys, Inc.9138 MCKENZIEWATERSHED COUNCIL MENNONITE HOME OF ALBANY INC **Oregon Technical Assistance Corporation** Oregon And Southern Idaho Laborers **Employers Training School** New Life Fellowship Church of God **Gladstone Senior Center** Education Travel & Culture, Inc. **Rural Development Initiatives** Jason Lee Manor/UMRC YMCA of Marion and Polk Counties PacificSource Health Faith Christian Fellowship

Brookings Elks Lodge Tillamook Seventh Day Adventist Church **Oregon Jewish Community Foundation** East River Fellowship Holy Family Academy FIRST BAPTIST CHURCH OF EUGENE Peace Lutheran Church Housing Authority of Douglas County Vietnamese Christian Community Church Friends for Animals Family Building Blocks Goodwill Industries of Lane and South Coast Friends of Driftwood Library **Consumers Power Inc.** A. C. Gilbert's Discovery Village First Lutheran Church of Astoria Fund For Christian Charity Deer Meadow Assisted Living **Oregon Laborers-Employer Administrative** Fund, LLC Umpqua Basin Water Association Alpha Lambda House Corporation **Eugene Creative Care** The Church of Christ of Latter Day Saints Cascade Height Public Charter School PTA G.O.B.H.I Association of Oregon Corrections EMployees, Inc. A Jesus Church Family 300 Main Inc Southwestern Oregon Public Defender Services, Inc. Albertina Kerr Centers **Dufur Christian Church** St. Matthew Catholic School Serendipity Center Inc CASA of Marion County Westside Church of Christ Inc Northwest Family Services **Network Charter School Ride Connecton** Parenting Now! Christian Church of Woodburn

Native American Youth and Family Center Early **College Academy USO Northwest** Norkenzie Christian Church Little Flower Development Center **Evergreen Wings and Waves** Ascension Episcopal Parish Center for Family Development West Salem Foursquare Church Mount Pisgah Arboretum Lower Columbia Estuary Partnership Mt Hood Hospice **Opportunity Foundation of central Oregon Constructing Hope Abuse Recovery Ministry & Services Oasis Shelter Home** Nehalem Bay House p:ear Health Share of Oregon St. Peter Catholic Church Mid Willamette Valley Community Action A Hope For Autism Foundation **Breast Friends** SEPTL Southeast Portland Tool Library National Christian Community Foundation Legal Aid Services of Oregon LITC Willamette Valley Babe Ruth **Center For Continuous Improvement** SEIU Local 49 **Emerald Media Group Trillium Sprigs** Western Arts Alliance Youth Dynamics Ashland Art Center Apostolic Church of Jesus Christ DOUGLAS FOREST PROTECTIVE **Oregon Lyme Disease Network** Ecotrust SPECIAL MOBILITY SERVICES **Bethlehem Christian Pre-School Historical Outreach Foundation** Teras Interventions and Counseling Inc Salem Area Chamber of Commerce First Congregational Chrch **OREGON STATE FAIR**

Ronald McDonald House Charities of Oregon & Southwest Washington Center for Human Development Bridges to Change DePaul Treatment Centers, Inc. Ministerio International Casa New Paradise Worship Center **Mission Increase Foundation** Curry Public Transit Inc THREE RIVERS CASINO **Brookings Harbor Christian School** Yamhill Community Care Organization Portland Japanese Garden The Madeleine Parish The Tucker-Maxon Oral School Southwest Neighborhoods, Inc Wallowa Valley Center For Wellness KIDS INTERVENTION AND DIAGNOSTIC CENTER Portland Yacht Club League of Women Voters Portland Police Sunshine Division United Way of Lane County Unithed Way Portland Oregon Visitors Association Southern Oregon Project Hope **Our United Villages** Samaritan Health Services Inc. Santiam Assembly of God **Kilchis House** Calvary Assembly of God

Lake Grove Presbyterian Church Grace Lutheran School Western Mennonite School OEA CHOICE TRUST American Tinnitus Association Oregon Coast Aquarium, Inc. Unitus Community Credit Union St John the Baptist Greek Orthodox Church COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON

St Andrews Presbyterian Oregon Rural Electric Cooperative Association

THE MILL CASINO

Account Type: College and University (33 records)

Oregon State University Treasure Valley Community College Unviersity of Oregon **OREGON UNIVERSITY SYSTEM** University of Western States GEORGE FOX UNIVERSITY LEWIS AND CLARK COLLEGE PACIFIC UNIVERSITY REED COLLEGE WILLAMETTE UNIVERSITY LINFIELD COLLEGE MULTNOMAH BIBLE COLLEGE NORTHWEST CHRISTIAN COLLEGE NATIONAL COLLEGE OF NATURAL MEDICINE BLUE MOUNTAIN COMMUNITY COLLEGE PORTLAND STATE UNIV. CLACKAMAS COMMUNITY COLLEGE MARYLHURST UNIVERSITY OREGON HEALTH AND SCIENCE UNIVERSITY **BIRTHINGWAY COLLEGE OF MIDWIFERY** pacific u UNIVERSITY OF OREGON CONCORDIA UNIV Marylhurst University **Corban College** Oregon Center For Advanced T UNIVERSITY OF PORTLAND Portland Actors Conservatory University Of Oregon Athletics Department Ecola Bible School Beta Omega Alumnae Oregon Institute of Technology EASTERN OREGON UNIVERSITY

Account Type: Other (63 records)

Clackamas River Water Providers eickhoff dev co inc Cornerstone Association Inc The Klamath Tribe advocate care Cannon Beach Fire Life Flight Network LLC COVENANT RETIREMENT COMMUNITIES PENTAGON FEDERAL CREDIT UNION SAIF CORPORATION GREATER HILLSBORO AREA CHAMBER OF COMMERCE LANE ELECTRIC COOPERATIVE USAGENCIES CREDIT UNION PACIFIC CASCADE FEDERAL CREDIT UNION LOCAL GOVERNMENT PERSONNEL INSTITUTE **GRANTS PASS MANAGEMENT SERVICES, DBA** SPIRIT WIRELESS Kartini Clinic Astra Beit Hallel Cvalco **OREGON CORRECTIONS ENTERPRISES OREGON STATE HOSPITAL** OFFICE OF PUBLIC DEFENSE SERVICES Clatskanie People's Utility District PIONEER COMMUNITY DEVELOPMENT

MARION COUNTY HEALTH DEPT Ricoh USA Heartfelt Obstetrics & Gynecology Coquille Economic Development Corporation

CITY/COUNTY INSURANCE SERVICE

COMMUNITY CYCLING CENTER Shangri La **Portland Impact** Eagle Fern Camp KLAMATH FAMILY HEAD START **RIVER CITY DANCERS Oregon Permit Technical Association KEIZER EAGLES AERIE 3895** Pgma/Cathie Bourne Sunrise Water **Burns Paiute Tribe Oregon Public Broadcasting** La Grande Family Practice Sphere MD **BIENESTAR, INC.** sunrise water authority EAstern Oregon Trade and Event Center Waste-Pro NPKA Confederated Tribes of Warm Springs Oregon State Credit Union PIONEER TELEPHONE COOPERATIVE Halsey-Shedd Fire District Nez Perce Tribe Obsidian Urgent Care, P.C. First Presbyterian Church of La Grande CONFLUENCE ENVIRONMENTAL CENTE A&I Benefit Plan Administrators, Inc. K Churchill Estates CSC HEAD START NORTHWEST VINTAGE CAR AND MOTORCYCLE

crescent grove cemetery

Account Type: City Special District (21 records)

Roseburg Police Department Molalla Rural Fire Protection District MONMOUTH - INDEPENDENCE NETWORK EUGENE WATER & ELECTRIC BOARD MALIN COMMUNITY PARK AND RECREATION DISTRICT TILLAMOOK PEOPLES UTILITY DISTRICT GLADSTONE POLICE DEPARTMENT GOLD BEACH POLICE DEPARTMENT THE NEWPORT PARK AND RECREATION CENTER RIVERGROVE WATER DISTRICT

TUALATIN VALLEY FIRE & RESCUE GASTON RURAL FIRE DEPARTMENT CITY COUNTY INSURANCE SERVICES SOUTH SUBURBAN SANITARY DISTRICT SOUTH FORK WATER BOARD SUNSET EMPIRE PARK AND RECREATION SPRINGFIELD UTILITY BOARD Tillamook Urban Renewal Agency Netarts Water District OAK LODGE SANITARY DISTRICT Boardman Rural Fire Protection District

Account Type: Independent Special District (50 records)

Silverton Fire District Lewis and Clark Rural Fire Protection District

Rainbow Water District Illinois Valley Fire District Clatskanie RFPD PORT OF TILLAMOOK BAY TRI-COUNTY HEALTH CARE SAFETY NET **ENTERPRISE** METROPOLITAN EXPOSITION-RECREATION COMMISSION **REGIONAL AUTOMATED INFORMATION** NETWORK OAK LODGE WATER DISTRICT THE PORT OF PORTLAND WILLAMALANE PARK AND RECREATION DISTRICT TUALATIN VALLEY WATER DISTRICT **UNION SOIL & WATER CONSERVATION** DISTRICT LANE EDUCATION SERVICE DISTRICT TUALATIN HILLS PARK AND RECREATION DISTRICT PORT OF SIUSLAW CHEHALEM PARK AND RECREATION DISTRICT

PORT OF ST HELENS LANE TRANSIT DISTRICT CENTRAL OREGON INTERGOVERNMENTAL COUNCIL HOODLAND FIRE DISTRICT NO.74 MID COLUMBIA COUNCIL OF GOVERNMENTS

WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT SALEM AREA MASS TRANSIT DISTRICT Banks Fire District #13 KLAMATH COUNTY 9-1-1 GLENDALE RURAL FIRE DISTRICT COLUMBIA 911 COMMUNICATIONS DISTRICT

CLACKAMAS RIVER WATER NW POWER POOL Lowell Rural Fire Protection District TriMet Transit Estacada Rural Fire District

Keizer Fire District State Accident Insurance Fund Corporation Bend Metro Park & Recreation District Port of Hood River La Pine Park & Recreation District Siuslaw Public Library District Columbia River Fire & Rescue Fern Ridge Library District Bend Park and Recreation District Port of Garibaldi Seal Rock Water District Rockwood Water P.U.D. Tillamook Fire District **Tillamook County Transportation Dist** Central Lincoln People's Utility District Jefferson Park and Recreation

Account Type: City (157 records)

City of Monmouth / Public Works McMinnville Police Department City of Sublimity City of Central Point Parks and Recreation Gearhart Fire Department Woodburn City Of Brookings Fire / Rescue City of Veneta **CITY OF DAMASCUS** Hermiston Fire & Emergency Svcs CEDAR MILL COMMUNITY LIBRARY **CITY OF LAKE OSWEGO** LEAGUE OF OREGON CITIES **CITY OF SANDY** CITY OF ASTORIA OREGON **CITY OF BEAVERTON CITY OF BOARDMAN CITY OF CANBY CITY OF CANYONVILLE** CITY OF CENTRAL POINT POLICE DEPARTMENT

CITY OF CLATSKANIE CITY OF CONDON CITY OF COOS BAY CITY OF CORVALLIS CITY OF CRESWELL CITY OF ECHO **CITY OF ESTACADA** CITY OF EUGENE **CITY OF FAIRVIEW CITY OF GEARHART** CITY OF GOLD HILL **CITY OF GRANTS PASS CITY OF GRESHAM CITY OF HILLSBORO** CITY OF HOOD RIVER CITY OF JOHN DAY **CITY OF KLAMATH FALLS CITY OF LA GRANDE CITY OF MALIN CITY OF MCMINNVILLE CITY OF HALSEY CITY OF MEDFORD** CITY OF MILL CITY **CITY OF MILWAUKIE** CITY OF MORO **CITY OF MOSIER CITY OF NEWBERG CITY OF OREGON CITY** CITY OF PILOT ROCK **CITY OF POWERS** RAINIER POLICE DEPARTMENT **CITY OF REEDSPORT CITY OF RIDDLE CITY OF SCAPPOOSE** CITY OF SEASIDE **CITY OF SILVERTON CITY OF STAYTON** City of Troutdale CITY OF TUALATIN, OREGON **CITY OF WARRENTON CITY OF WEST LINN/PARKS CITY OF WOODBURN CITY OF TIGARD, OREGON CITY OF AUMSVILLE CITY OF PORT ORFORD CITY OF EAGLE POINT** CITY OF WOOD VILLAGE St. Helens, City of **CITY OF WINSTON CITY OF COBURG CITY OF NORTH PLAINS**

CITY OF GERVAIS CITY OF YACHATS FLORENCE AREA CHAMBER OF COMMERCE PORTLAND DEVELOPMENT COMMISSION CITY OF CANNON BEACH OR CITY OF ST. PAUL CITY OF ADAIR VILLAGE **CITY OF WILSONVILLE CITY OF HAPPY VALLEY CITY OF SHADY COVE** CITY OF LAKESIDE **CITY OF MILLERSBURG CITY OF GATES KEIZER POLICE DEPARTMENT CITY OF DUNDEE CITY OF AURORA** THE CITY OF NEWPORT **CITY OF ALBANY CITY OF ASHLAND CITY OF LEBANON CITY OF PORTLAND** CITY OF SALEM **CITY OF SPRINGFIELD** METRO **CITY OF BURNS CITY OF COTTAGE GROVE CITY OF DALLAS** CITY OF FALLS CITY **CITY OF PHOENIX CITY OF PRAIRIE CITY CITY OF REDMOND CITY OF SHERWOOD** City of junction city City of Florence Columbia Gorge Community City of Dayton City of Carlton City of Pendleton Convention Center City of Monmouth **City of Philomath** City of Sheridan Seaside Public Library City of Yoncalla La Grande Police Department Cove City Hall

NW PORTLAND INDIAN HEALTH BOARD Portland Patrol Services City Of Bend **City Of Coquille** City Of Molalla ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT City of St. Helens City of North Powder City of Eugene City of Cornelius, OR **Toledo Police Department** City of Independence City of Cascade Locks City of Columbia City City of Baker City McMinnville Water & Light **City of Pendleton Parks & Recreation CITY OF SWEETHOME CITY OF THE DALLES CLACKAMAS FIRE DIST#1** DESCHUTES PUBLIC LIBRARY STAYTON FIRE DISTRICT City of Ontario City of Corvallis Parks and Recreation North Lincoln Fire & Rescue #1 City of Harrisburg **Gladstone Public Library** City of Portland Parks Bureau Seaside Fire & Rescue City Of North Bend City of Union City of Nehalem City of Richland CITY OF LINCOLN CITY City of Donald City of Milton-Freewater **CITY OF SCIO City of Forest Grove City Govrnment** City of Mt. Angel **Albany Police Department**

Account Type: County Special District (35 records)

- Umatilla Electric Cooperative WATER ENVIRONMENT SERVICES Polk County Fire District No.1 Netarts-Oceanside RFPD UIUC Rogue River Fire District Aurora Rural FIre District Tillamook County Emergency Communications District Southern Coos Hospital Oregon Cascades West Council of Governments MULTONAH COUNTY DRAINAGE DISTRICT #1
- PORT OF BANDON OR INT'L PORT OF COOS BAY MID-COLUMBIA CENTER FOR LIVING **DESCHUTES COUNTY RFPD NO.2** YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT PACIFIC STATES MARINE FISHERIES COMMISSION CENTRAL OREGON IRRIGATION DISTRICT MARION COUNTY FIRE DISTRCT #1 COLUMBIA RIVER PUD SANDY FIRE DISTRICT NO. 72 **BAY AREA HOSPITAL DISTRICT** NEAH KAH NIE WATER DISTRICT PORT OF UMPQUA EAST MULTNOMAH SOIL AND WATER CONSERVANCY Benton Soil & Water Conservation District DESCHUTES PUBLIC LIBRARY SYSTEM CLEAN WATER SERVICES North Douglas County Fire & EMS **Crooked River Ranch Rural Fire Protection** District **PARROTT CREEK CHILD & FAM** South Lane County Fire And Rescue Lake Chinook Fire & Rescue **Clackamas County Water Environment Services**

Amity Fire District

Account Type: Community College (16 records)

CENTRAL OREGON COMMUNITY COLLEGE UMPQUA COMMUNITY COLLEGE LANE COMMUNITY COLLEGE MT. HOOD COMMUNITY COLLEGE LINN-BENTON COMMUNITY COLLEGE SOUTHWESTERN OREGON COMMUNITY COLLEGE PORTLAND COMMUNITY COLLEGE CHEMEKETA COMMUNITY COLLEGE **ROGUE COMMUNITY COLLEGE** COLUMBIA GORGE COMMUNITY COLLEGE TILLAMOOK BAY COMMUNITY COLLEGE KLAMATH COMMUNITY COLLEGE DISTRICT **Oregon Coast Community College Clatsop Community College** North Portland Bible College OREGON COMMUNITY COLLEGE ASSOCIATION

Account Type: State Agency (44 records)

Teacher Standards and Pracitices Commission

Salem Keizer School District Purchasing Kdrv Channel 12 Opta Oregon Permit Technician Oregon Forest Resources Institute Office of the Ong Term Care Ombudsman Oregon State Lottery OREGON TOURISM COMMISSION OREGON STATE POLICE OFFICE OF THE STATE TREASURER OREGON DEPT. OF EDUCATION SEIU LOCAL 503, OPEU OREGON DEPARTMENT OF FORESTRY OREGON STATE DEPT OF CORRECTIONS OREGON CHILD DEVELOPMENT COALITION OFFICE OF MEDICAL ASSISTANCE PROGRAMS

OREGON OFFICE OF ENERGY OREGON STATE BOARD OF NURSING BOARD OF MEDICAL EXAMINERS OREGON LOTTERY OREGON BOARD OF ARCHITECTS

SANTIAM CANYON COMMUNICATION CENTER

OREGON DEPT OF TRANSPORTATION OREGON TRAVEL INFORMATION COUNCIL OREGON DEPARTMENT OF EDUCATION OREGON DEPT. OF CORRECTIONS DEPARTMENT OF ADMINISTRATIVE SERVICES

Oregon Board of Massage Therapists Oregon Tradeswomen Oregon Convention Center OREGON SCHL BRDS ASSOCIAT Central Oregon Home Health and Hos Oregon Health Care Quality Cor OREGON DEPARTMENT OF HUMAN SERVICES

Oregon Air National Guard Training & Employment State of Oregon - Department of Administrative Services Aging and People with Disabilities Oregon State Fair Council Procurement Services/DAS STATE OF OREGON OREGON JUDICIAL DEPARTMENT City of Astoria Fire Department Columbia Gorge ESD

Account Type: Consolidated City/County (2 records)

Nehalem Bay Wastewater

Association of Oregon Community Mental Health Programs

Account Type: Federal (7 records)

VA

US FISH AND WILDLIFE SERVICE Bonneville Power Administration Oregon Army National Guard USDA Forest Service Yellowhawk Tribal Health Center ANGELL JOB CORPS

Account Type: Housing Authority (11 records)

Coquille Indian Housing Authority COLLEGE HOUSING NORTHWEST HOUSING AUTHORITY OF CLACKAMAS COUNTY

HOUSING AUTHORITY OF PORTLAND WEST VALLEY HOUSING AUTHORITY HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY MARION COUNTY HOUSING AUTHORITY HOUSING AUTHORITY OF THE CITY OF SALEM

Housing Authority of Yamhill County The Housing Authority of the County of Umatilla

9.0 FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("<u>FEMA</u>") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("<u>44 CFR 13</u>").

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), District is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.

2. Pursuant to 44 CFR 13.36(i)(2), District may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.

3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:

a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("<u>DOL</u>") regulations (41 CFR Ch. 60);

b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);

c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);

d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);

e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the District and be disposed of in accordance with District policy. The

District, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

(1) The copyright in any work developed under a grant or contract; and(2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant

support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as District deems necessary, Contractor shall permit District, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or District makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

10.0 COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

ATTACHMENT 5 – PRICE FORM

TAB 1 – PRICE DISCOUNTS

Please provide the discount percent for each product category offered. Proposer may add additional categories, if necessary.

1) Physical Education Equipment	 % off of catalog price
2) Athletic Equipment	 % off of catalog price
3) Sports Equipment	 % off of catalog price
4) Apparel and Footwear	 % off of catalog price
5) Team Uniforms	 % off of catalog price
6) Exclusions	

TAB 2 - SHIPPING EXCEPTIONS

All prices are to include all applicable shipping costs. If there are certain product exceptions, please note:

TAB 3 - RELATED PRODUCTS AND SERVICES

Proposer shall provide any additional related products and services offered that it wishes to be considered.

TAB 4 - ADDITIONAL OFFERINGS

1. Detail any additional pricing incentives, discounts or rebates that may be available such as for large volume, bundled purchased, etc. to Participating Public Agencies.

2. Detail any additional pricing discounts for the purchase of products and services for groups of Participating Public Agencies in a local geographic area that desire to combine requirements, i.e. local city, county, school district, housing authority, etc.

Company Name ______

Representative Signature _____

_					Requ	ORD COUNTY PUE est for Proposal # CHMENT 6 - MAR	#16-SRD-010								
For ev	aluation purpose	es only.						T (must be item requested or equal							
ITEM	MFG NUMBER	MFG NAME	DESCRIPTION	UNIT OF MEASURE	QTY	P MFG NUMBER	MFG NAME	DESCRIPTION	SUPPLIER NUMBER	CATALOG	DISCOUNT %	UNIT	PRICE		ENDED RICE
1	SNBBNWIPY	BSN Sports	HEAVY DUTY ANTI-WHIP NET	EA	9,216							\$	-	\$	-
2	MCX500XX	MacGregor	MAC X500 INT. SIZE RUBBER BASKETBALL	EA	6,426							\$	-	\$	-
3	2450XXXXY	US Games	BEACH BALL 16"	EA	5,430							\$	-	\$	-
4	MCX2500X	MacGregor	MAC X2500 JR. SIZE RUBBER BASKETBALL	EA	5,251							\$	-	\$	-
5	VPG85HXX	Voit	VOIT PLAYGROUND BALL 8.5" RED	EA	4,374							\$	-	\$	-
6	1293418	Gamecraft	GAMECRAFT 5" NYLON BEAN BAGS PRISM PACK	DZN	4,264							\$	-	\$	-
7	SNBBN288Y	BSN Sports	BRUTE NYLON BASKETBALL NET - 288 GRAMS	EA	4,151							\$	-	\$	-
8		BSN Sports	TRIPLE THREAT BELT W/RED FLAG - MD	EA	3,702							\$	-	\$	-
9	MSBASBOK	Score Right	BASEBALL SCOREBOOK	EA	3,016							\$	-	\$	-
10	MSBSKBOK	Score Right	BSN SPORTS BASKETBALL SCOREBOOK	EA	2,867							\$	-	\$	-
11	BBRPLUGS	MacGregor	MAC ORANGE RUBBER ANCHOR PLUG	EA	2,655							\$	-	\$	-
12	VCB6HXXX	Voit	VOIT CB6H JR. SIZE RUBBER BASKETBALL	EA	2,418							\$	-	\$	-
13	MCX6000X	MacGregor	MAC MENS X6000 SYNTH. LEATHER BASKETBALL	EA	2,362							\$	-	\$	-
14	MCX35WID	MacGregor	MAC X3500 WIDE CHANNEL RUBBER BASKETBALL	EA	2,256							\$	-	\$	-
15	17208XXX	Ex-U-Rope	LICORICE SPEED ROPE 8'-RD	EA	2,233							\$	-	\$	-
16		BSN Sports	YOGA MAT 24" X 68" PURPLE	EA	2,205							\$	-	\$	-
17	1334104	MacGregor	INTERM. RUBBER BASKETBALL W/YMCA LOGO	EA	2,056							\$	-	\$	-
18		Ex-U-Rope	LICORICE SPEED ROPE 9'-GR	EA	1,924							\$	-	\$	-
19	VCB5HXXX	Voit	VOIT CB5H ROOKIE SIZE RUBBER BASKETBALL	EA	1,919							\$	-	\$	-
20	1334111	MacGregor	JUNIOR RUBBER BASKETBALL W/YMCA LOGO	EA	1,866							\$	-	\$	-
21	1384322	BSN Sports	YMCA HERITAGE COMP BASKETBALL - OFFICIAL	EA	1,715							\$	-	\$	-
22		MacGregor	MAC BATTING TEE 09>	EA	1,601							\$	-	\$	-
23		Voit	VOIT CB2H OFF. SIZE RUBBER BASKETBALL	EA	1,536							\$	-	\$	-
24	1376383	Ekho	EKHO MVPA ACCELEROMETER	EA	1,442							\$	-	\$	-
25		Ex-U-Rope	LICORICE SPEED ROPE 7'-OR	EA	1,401							\$	-	\$	-
26	BBBLPLUGPK	Anglea Turf	BIG LEAGUE BASE PLUG 3 PACK	PAC	1,316							\$	-	\$	-
27	1013900	Wilson	WILSON EVOLUTION BASKETBALL	EA	1,287							\$	-	\$	-
28	1040173	US Games	9' SEGMENTED SKIP ROPE RED/WHT/BLU	EA	1,270							\$	-	\$	-
29	1336016	Spalding	SPALDING TF-1000 CLASSIC - OFFICIAL	EA	1,235							\$	-	\$	-
30		MacGregor	MACGREGOR MERCURY SOCCERBALL #3	EA	1,233							\$	-	\$	-
31		MacGregor	MAC MENS X100 COMPOSITE BASKETBALL	EA	1,223							\$	-	\$	-
32			s 30"X30"X1/2" CENTER MAT-MEGA-LOCK BLACK	EA	1,200							\$	-	\$	-
33	2451XXXXY	US Games	BEACH BALL 20"	EA	1,193							\$	-	\$	-
34		MacGregor	MAC 28.5 X6000 SYNTH. LEATHER BASKETBALL	EA	1,177							\$	-	\$	-
35	BBPPLATE	MacGregor	OFFICIAL SIZE RUBBER PITCHERS PLATE	EA	1,109							\$	-	\$	-
36	1268942	Wham o	ULTIMATE FRISBEE 175G	EA	1,108							\$	-	\$	-
37		Voit	VOIT 8.5" PLAYGROUND BALLS - PRISM PACK	SET	1,099							\$	-	\$	-
38	1235623	BSN Sports	THROW DOWN BASES-5 PC ORANGE	SET	1,045						-	\$	-	\$	-
39		BSN Sports	MARK 1 OFFICIAL LEAGUE BASEBALL	DZN	969							\$	-	\$	-
40		BSN Sports	FIXED RUNG AGILITY LADDER	EA	952							\$	-	\$	-
41		Wilson	WILSON GST GAME BALL	EA	914							\$	-	\$	-
42	LBTF500M	Spalding	SPALDING TF-500 - MENS	EA	903					-	-	\$ ¢	-	\$	-
43 44		MacGregor	MAC PVC SOCCERBALL #5	EA	888							\$ ¢	-	\$ ¢	
44	1336023	Spalding	SPALDING TF-1000 CLASSIC - INTERMEDIATE	EA	883							\$ \$	-	\$ \$	-
-		Wilson	WILSON HIGH SCHOOL SST BASEBALL	DZN	854							Ş	-	\$ \$	-
46 47		MacGregor	MAC #56 OFFICIAL TEE BALL	DZN	852							Ŧ	-	\$ \$	-
47	MCX128XH 1376603	MacGregor Spalding	MAC 28.5 X100 COMPOSITE BASKETBALL SPALDING TF PREMIER OFFICIAL	EA	847 845					1		\$ \$	-	\$ \$	-
48 49	1376603	Champion	6" FITNESS STEP GRAY	SET	845					1	-	Ş	-	\$	
49 50	1292626 1375371	Nike	AEROW SOCCER BALL WHT/BLK 5	EA	759			+			<u> </u>	ş	-	\$ \$	
50	1375371	Pull Bouy Inc	30" STANDARD HOOPS	DZN	759					1	-	ş Ş	-	ş Ş	-
51		Wilson	WILSON EVOLUTION 28.5 BASKETBALL	EA	743			+			<u> </u>	ş	-	\$ \$	
52		Poof	POOF FOAM SOCCERBALL	EA	732					1	-	ş	-	\$ \$	
55		Nike	SPIRAL-TECH 3.0 YOUTH FOOTBALL	EA	730							ş	-	Ś	
55		Nike	NIKE VERSA TACK BASKETBALL - OFFICIAL	EA	678						<u> </u>	Ś	-	ŝ	-
56	SNBBN90XY	BSN Sports	BRAIDED NYLON BASKETBALL - OFFICIAL	EA	673					1	1	Ś	-	ŝ	-
57		MacGregor	MACGREGOR PEE WEE COMPOSITE FOOTBALL	EA	667					1	t	Ś	-	Ś	
57	122/000	macdregor	INACONCOUR FEE WEE CONFOSITE FOOTBALL	EA	007					1	1	ب	-	Ý	

HARFORD COUNTY PUBLIC SCHOOLS Request for Proposal #16-SRD-010 ATTACHMENT 6 - MARKET BASKET														
· · · · · · ·					Р	ROPOSED PRODUC	T (must be item requested or equ	al)					_	
ITEM MFG NUMBE	R MFG NAME	DESCRIPTION	UNIT OF MEASURE	QTY	MFG NUMBER	MFG NAME	DESCRIPTION	SUPPLIER NUMBER	CATALOG PRICE	DISCOUNT %	UNIT	PRICE	EXTEN PRI	NDED ICE
58 1179286	Voit	VOIT 6.25" SOFTI TUFF BALL SET OF 6	SET	653							\$		\$	-
59 LBTF500W	Spalding	SPALDING TF-500 -WOMENS	EA	651							\$	-	\$	-
60 NKFT0234	Nike	SPIRAL-TECH 3.0 PEE WEE FOOTBALL	EA	634							\$	-	\$	-
61 1376884	Spikeball	SPIKEBALL	SET	620							\$		\$	
62 1369507	Voit	VOIT FOAM 6-1/4" DODGEBALL - PRISM PACK	SET	613							\$		\$	-
63 PPS215XX	US Games	MULTI-COLOR 4" FLEECE BALLS	DZN	552							\$		\$	-
64 1147902	MacGregor	END SPIKED PITCHING RUBBER - OFFICIAL	EA	551							\$		\$	
65 1141245	Wiffle	WIFFLE BASEBALL	EA	543							\$		\$	-
66 MCB5SV01	MacGregor	MAC SAFE/SOFT BASEBALL LEVEL 1	DZN	529							\$	-	\$	-
67 1276572	MacGregor	MAC X10 ELITE NFHS COMP BALL-OFFICIAL	EA	520							\$	-	\$	-
68 MCB5SV05	MacGregor	MAC SAFE/SOFT BASEBALL LEVEL 5	DZN	512							\$	-	\$	-
69 VSBMFEL4	Voit	VOIT FELT SOCCERBALL SZ4	EA	511							\$	-	\$	-
70 1369483	Voit	VOIT ENDURO PLAYGROUND BALL SET OF 6	EA	477				_			\$	-	\$	-
71 1378541	Brine	BRINE CHAMPIONSHIP SOCCERBALL BLACK 5	EA	454							\$	-	\$	-
72 1306316	BSN Sports	FLEXIBILITY ASSESSMENT TESTER	EA	235				_			\$		\$	
73 1378579	Schutt	VARSITY AIR XP PRO HELMET W/ATTACHED MSK	EA	171							\$		\$	-
74 204801	Schutt	VENGEANCE VTD II	EA	183							\$		\$	
75 2040	Schutt	VENGEANCE DCT	EA	153				-			\$	-	\$	-
76 789901	Schutt	AIR XP PRO VTD	EA	148				-			\$	-	\$	-
77 2022	Schutt	DNA PRO	EA	98				-			\$	-	\$	-
78	Riddell	SPEED FLEX, VARSITY HELMET	EA	89				-			\$	-	\$	-
79	Riddell	360 HELMET, VARSITY HELMET	EA	162					-		\$	-	<u>Ş</u>	-
80	Riddell	SPEED HELMET, YOUTH HELMET	EA	179							\$ \$		\$	-
81	Riddell	SPEED CLASSIC HELMET, VARSITY HELMET	EA	110							Ŧ	-	\$ \$	-
82	Riddell	EDGE HELMET	EA	97							\$	-	\$ \$	-
83 SGA300	Alumagoal	3" CLASSIC ALUMAGOAL 8' X 24' WHITE	PR	112							\$ \$		Ŧ	
84 1101248	Champion	OLYMPIC BAR 1500 LB BLACK OXIDE	EA	95 89							Ş	-	\$	-
85 1384314	Human Kinetics	FITNESSGRAM BASIC II PACK	PAC								Ŷ	-	\$	-
86 1388424 87 1378759	Hedstrom Corp	BOSU BALANCE TRAINER - PRO BASIC	EA	88							\$ \$	-	\$	
87 1378759 88 1272246		WF - FLAT-TO-90 BENCH W/TRANSPORT WHEELS	EA EA	49 48				-	-		ş	-	ş	-
	Fitnex	MOMENTUM EXERCISE BIKE		48				-	-		ş Ś	-	<u>></u>	
89 SGFBCOM 90 1257571	BSN Sports Cap Barbell, Inc	COMBO-GOAL FOOTBALL/SOCCER (PR) NEOPRENE DB SET S/RACK & WHEELS	PR EA	26				-	-		ş Ś	-	<u>></u>	
91 1364697		SPIRIT FITNESS - CT800 TREADMILL	EA	20							ş	-	ş Ş	-
92 CH94943X	Unassigned	REVOLUTION CLUB CYCLE	EA	23							ş Ş	-	ş	-
93 1364698	Unassigned	SPIRIT FITNESS - CE800 ELLIPTICAL	EA	23	<u>├</u>				1		ş Ś	-	\$ \$	
93 1364698 94 CHCOS500	- V	OLYMPIC SET 500 LB	SET	18	<u>├</u>				1		ş	-	ş	-
95 1378737	Champion Wilder Eitness Equi	WF - PRO LASER POWER RACK W/OAK PLATFORM	SET	18	<u>├</u>				1		ş	-	\$ \$	
96 813900	BSN Sports	FULL POWER RACK	EA	10					+		ş Ş	-	ş	
97 MG 1050	Wilson	MOUTH GUARD- WITH STRAP	EA	500					+		ş Ş	-	ş	-
98 MG 1030	Wilson	MOUTH GUARD- WITH STRAP	EA	500					+		ş	<u>.</u>	Ś	
98 MG 1025 99 MT 384	Martins	MOUTH GUARD- WITHOUT STRAP MAT TAPE, HEAVY GUAGE CLEAR VINYL, 3"Wx84'L, 24 rc	CASE	100	 			1	1		ş Ś	-	\$ \$	
100 SS10	Martins	HOME PLATE RUBBER, SAKE SIDE, 5 REMOVABLE SPIKES	EA	100					+		ş Ş	-	ş	
100 3310 101 NFHS/NOCSAE		LACROSSE BALLS	DZN	300							ş		\$	
102	Score Right	SOFTBALL LINE UP CARDS, 24/PKG	PKG	25							Ś	-	ś	
103 SVA2	Martins	SCRIMMAGE VEST, MESH NYLON, ADULT SIZE, VARIOUS	DZN	20							Ś		ś	-
104 SFC6	Martins	SAUCER CONES, 7- 3/4" DIAX3"H, VAIOUS COLORS	DZN	20				1	1		\$	-	ş	
107 0100	ivial tills	SAUCEN CONES, 7- 5/4 DIAAS IT, VAIOUS COLORS	DZIN	20	I I			1	1	1	ب ا	-	~	
											ΤΟΤΑ	L SUM	\$	-