



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: HARFORD COUNTY PUBLIC SCHOOLS

DESCRIPTION: ATHLETIC AND PHYSICAL EDUCATION SUPPLIES, EQUIPMENT AND RELATED PRODUCTS

DATE/TIME FOR SUBMITTAL OF PROPOSAL: 2:30 P.M. MAY 10, 2016

PLACE FOR SUBMITTAL OF PROPOSALS: 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:
<http://www.hcps.org/departments/BusinessServices/purchasing.aspx>
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 sherry.ramseydownen@hcps.org.

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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	Hennepin County, MN
City and County of Denver, CO	Los Angeles County, CA
City of Chicago, IL	Maricopa County, AZ
City of Houston, TX	Miami-Dade County, FL
City of Kansas City, MO	Nassau BOCES, NY
City of Los Angeles, CA	North Carolina State University, NC
City of Seattle, WA	Ocean City, NJ
Cobb County, GA	Onondaga County, NY
Denver Public Schools, CO	Port of Portland, OR
Emory University, GA	Prince William County Schools, VA
Fairfax County, VA	Salem-Keizer School District, OR
Fresno Unified School District, CA	San Diego Unified School District, CA
Great Valley School District, PA	State of Iowa
Harford County Public Schools, MD	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 inquiries.

4. Proposal Submission

Envelopes/Packages must be labeled **RFP #16-SRD-010** 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, **on or before 3:00 pm April 18, 2016**, 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 <http://www.hcps.org/departments/BusinessServices/purchasing.aspx> and eMaryland Marketplace <https://emaryland.buyspeed.com> (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.

PUBLIC INFORMATION ACT - 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 sub-proposal 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.

PUBLIC INFORMATION ACT - 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.

- | | |
|---|--------------|
| 1. Harford County Public Schools Master Agreement | Page 22-25 |
| 2. Proposal Signature Form | Attachment 1 |
| 3. Anti-Bribery and Debarment Affidavit Forms | Attachment 2 |
| 3. Reference Form | Attachment 3 |
| 4. Any issued Addenda | |
| 5. Signed Price Proposal | |
| 6. U.S. Communities Supplier Worksheet | Page 39 |
| 7. U.S. Communities Administration Agreement | Page 45-57 |

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 Appendices 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 EXECUTED 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:

by _____
Authorized Representative Date

by _____
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:

1. 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 contendere 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 Annotated Code of Maryland. 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 Annotated Code of Maryland, 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 (Corporate, Pricing, Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) **Corporate Commitment.**

(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) **Pricing Commitment.**

(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) **Contracts Offering Lower Prices.** 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) **Deviating Buying Patterns.** 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) **Economy Commitment.** 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) **Sales Commitment.** 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) **Supplier Sales.** 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 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) Branding and Logo Compliance. 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) Sales Force Training. 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) Participating Public Agency Access. 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) Electronic Registration. 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) Supplier's Performance Review. 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) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") 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		
6. Initial NAM & Staff Training Meetings		Three Weeks
Discuss expectations, roles & responsibilities 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 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.

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	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		

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.

Quality

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 public 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 ("Agreement") is made as of _____, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") 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 "Master Agreement") for the purchase of _____ (the "Products and Services");

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 "Public Agency" and collectively, "Public Agencies") 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 "Participating Public Agency";

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:

ARTICLE I

GENERAL TERMS AND CONDITIONS

1.1 The Master Agreement, attached hereto as Exhibit A 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 or a Participating Public Agency under the Master Agreement.

ARTICLE II

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.S. Communities' Representations and Covenants.

(a) Marketing. 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 "Founding Co-Sponsors") 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) Training and Knowledge Management Support. 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 "Program Manager" and collectively, the "Program Managers"), 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 Supplier's Representations and Covenants. 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 "Supplier's Commitments" and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) Corporate Commitment.

(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) **Pricing Commitment.**

(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) **Contracts Offering Lower Prices.** 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) **Deviating Buying Patterns.** 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) **Economy Commitment.** 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) **Sales Commitment.** 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) **Supplier Sales.** 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 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) **Branding and Logo Compliance.** 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) Sales Force Training. 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) Participating Public Agency Access. 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) Electronic Registration. 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) Supplier's Performance Review. 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) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") 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 Breach of Supplier's Representations and Covenants. 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 and, if Supplier fails 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 Indemnity. 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.

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. 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, "Administrative Fees"). 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 Sales Reports. 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 Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). 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 Exception Reporting/Sales Reports Audits. 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 Online Reporting. 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 Usage Reporting. 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 Supplier's Failure to Provide Reports or Pay Administrative Fees. 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 Entire Agreement. 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 Assignment.

(a) Supplier. 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.S. Communities. 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 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class 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 Severability. 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 Waiver. 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 Counterparts. 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 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.9 Governing Law; Arbitration. 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 disqualified 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 Successors and Assigns. 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

By _____

Name: _____

Title: _____

Supplier:

By _____

Name: _____

Title: _____

EXHIBIT A

HCPS MASTER AGREEMENT TO BE ATTACHED AT TIME OF AWARD.

EXHIBIT B

SALES REPORT FORMAT

Appendix B - US (Data Format)													
Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	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	1525.50
956000222	160	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1603.64
956000735	160	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1625.05
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	45090.79
066002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2012	2	5	318.00
066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2012	2	5	212.00
SALES REPORT DATA FORMAT													
Column Name	Required	Data Type	Length	Example	Comment								
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.								
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below								
Account No.	Optional	Text	25 max		Depends on supplier account no.								
Agency Name	Yes	Text	255 max	Los Angeles County									
Dept Name	Optional	Text	255 max	Purchasing Dept									
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 zero, 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 \$ sign or commas								
Agency Type Table													
Agency Type ID	Agency Type Description												
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.
4. 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 of 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:

Nationwide:

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

Other states:

State of Oregon, State of Hawaii, State of Washington

State: HI	Hickam AFB
	Hilo
Account Type: HI Counties, Cities, Colleges	Holualoa
	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	Kapaa
Hakalau	Kapaau
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
 Pahoia
 Paia
 Papaaloa
 Papaikou
 Pearl City
 Pearl Harbor
 Pepeekeo

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

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

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
ALCOHOLIC REHABILITATION SVS OF HI INC
DBA HINA MAUKA
ASSOCIATION 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

Kupu

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 AOA

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
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
Integral 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 BRETHERN
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
QUADRIPLIGICS 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 RESOUCÉ 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
P E C I
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
 University 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 DISTRICT #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 Practices 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 ("FEMA") 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 ("44 CFR 13").

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 ("DOL") 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 contractor 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 _____

HARFORD COUNTY PUBLIC SCHOOLS

Request for Proposal #16-SRD-010

ATTACHMENT 6 - MARKET BASKET

For evaluation purposes only.

						PROPOSED PRODUCT (must be item requested or equal)							
ITEM	MFG NUMBER	MFG NAME	DESCRIPTION	UNIT OF MEASURE	QTY	MFG NUMBER	MFG NAME	DESCRIPTION	SUPPLIER NUMBER	CATALOG PRICE	DISCOUNT %	UNIT PRICE	EXTENDED PRICE
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							\$ -	\$ -
80		Riddell	SPEED HELMET, YOUTH HELMET	EA	179							\$ -	\$ -
81		Riddell	SPEED CLASSIC HELMET, VARSITY HELMET	EA	110							\$ -	\$ -
82		Riddell	EDGE HELMET	EA	97							\$ -	\$ -
83	SGA300	Alumagoal	3" CLASSIC ALUMAGOAL 8' X 24' WHITE	PR	112							\$ -	\$ -
84	1101248	Champion	OLYMPIC BAR 1500 LB BLACK OXIDE	EA	95							\$ -	\$ -
85	1384314	Human Kinetics	FITNESSGRAM BASIC II PACK	PAC	89							\$ -	\$ -
86	1388424	Hedstrom Corp	BOSU BALANCE TRAINER - PRO BASIC	EA	88							\$ -	\$ -
87	1378759	Wilder Fitness Equip	WF - FLAT-TO-90 BENCH W/TRANSPORT WHEELS	EA	49							\$ -	\$ -
88	1272246	Fitnex	MOMENTUM EXERCISE BIKE	EA	48							\$ -	\$ -
89	SGFBCOM	BSN Sports	COMBO-GOAL FOOTBALL/SOCCER (PR)	PR	46							\$ -	\$ -
90	1257571	Cap Barbell, Inc	NEOPRENE DB SET S/RACK & WHEELS	EA	26							\$ -	\$ -
91	1364697	Unassigned	SPIRIT FITNESS - CT800 TREADMILL	EA	23							\$ -	\$ -
92	CH94943X	Phoenix Health & Fi	REVOLUTION CLUB CYCLE	EA	23							\$ -	\$ -
93	1364698	Unassigned	SPIRIT FITNESS - CE800 ELLIPTICAL	EA	18							\$ -	\$ -
94	CHCOS500	Champion	OLYMPIC SET 500 LB	SET	18							\$ -	\$ -
95	1378737	Wilder Fitness Equip	WF - PRO LASER POWER RACK W/OAK PLATFORM	SET	16							\$ -	\$ -
96	813900	BSN Sports	FULL POWER RACK	EA	13							\$ -	\$ -
97	MG 1050	Wilson	MOUTH GUARD- WITH STRAP	EA	500							\$ -	\$ -
98	MG 1025	Wilson	MOUTH GUARD- WITHOUT STRAP	EA	500							\$ -	\$ -
99	MT 384	Martins	MAT TAPE, HEAVY GUAGE CLEAR VINYL, 3"Wx84"L, 24 rd	CASE	100							\$ -	\$ -
100	SS10	Martins	HOME PLATE RUBBER, SAKE SIDE, 5 REMOVABLE SPIKES	EA	5							\$ -	\$ -
101	NFHS/NOCSAE APPROVED		LACROSSE BALLS	DZN	300							\$ -	\$ -
102		Score Right	SOFTBALL LINE UP CARDS, 24/PKG	PKG	25							\$ -	\$ -
103	SVA2	Martins	SCRIMMAGE VEST, MESH NYLON, ADULT SIZE, VARIOUS	DZN	20							\$ -	\$ -
104	SFC6	Martins	SAUCER CONES, 7- 3/4" DIAx3"H, VAIIOUS COLORS	DZN	20							\$ -	\$ -
												TOTAL SUM	\$ -