Request For Proposal Due Diligence for Arizona Schools

Cooperative: U.S. Communities Government Purchasing Alliance

Contract No.: RFP 15-JL-012

Vendor(s) Name: Fisher Science Education

Question	Compliance
For this contracts test that were made through competitive sealed	
proposals, did the cooperative:	
 Determine, with the specific reason(s) in writing that the use of competitive sealed bids was either not practicable or advantageous to the cooperative's members for specified types of materials or services (R7-2-1041)? 	See Section 4 on Page 14 of the Request For Proposals ("RFP") (Attachment A). In the evaluation of proposals other factors besides price were considered.
 Determine, with the specific reason(s) in writing that the use of competitive sealed bids was either not practicable or advantageous to the cooperative's members because it was necessary to: 	
(a) Use a contract other than a fixed-price type	See Section 4 on Page 14 of the RFP.
 (b) Conduct oral or written discussions with offerors concerning technical and price aspects of their proposals 	See Page 12 of the RFP.
(c) Afford offerors an opportunity to revise their proposals	See Page 12 of the RFP.
(d) Compare the different price, quality, and contractual factors of the proposals submitted	See Section 3 on Page 12 of the RFP.
(e) Award a contract in which price was not the determining factor	See Section 4 on Page 14 of the RFP.
3) Maintain documentation that supported the basis for the determinations in (1) and (2) above?	See Scoring Summary (Attachment C)
4) Include all applicable factors in the request for proposals required by R7-2-1024(B) and R7-2-1042(A), including	
 (a) The type of services required and a description of the work involved, including the estimated volume of purchases for the cooperative's members 	For Services, see Section 1 on Page 4 of the RFP. For estimated volume, see Page 21 of the RFP.
(b) Delivery and performance schedule	See Section III on Page 21 of the RFP for performance
(a) Insurantian and accountance requirements	and delivery expectations. See Section L on Page 17 of the RFP.
(c) Inspection and acceptance requirements	This is an RFP.
(d) The type of contract to be used (e) Contract terms and conditions	See Page 15 of the RFP.
(f) The estimated duration that services will be required	See Section J on Page 6 of the RFP.
	See Section 4 on Page 14 of the RFP.
(g) That cost or pricing data is required(h) That offerors may designate portions of the proposals as proprietary	See Section I on Page 6 of the RFP.
(i) That discussions may be conducted	See Page 12 of the RFP.
(i) The minimum information that the proposal shall contain	See Page 11 of the RFP.
(k) The closing date and time of proposal receipt	Page 2 of the RFP.
(1) Address where proposals are to be sent	See Page 2 of the RFP.

(m) Time and date of proposal opening		See Section F on Page 5 of the RFP.	
	 (n) Notice that all proposals will be available for public inspection after contract award 	See Section I on Page 6 of the RFP.	
	(o) The relative importance of price and other evaluation factors	See Section 3 on Page 12 of the RFP.	
	(p) Bonding and warranty requirements	See Section on Quality on Page 35 of the RFP. Supplier may provide service warranties if applicable.	
	(q) The name of the cooperative representative	See Page 1 of the RFP – U.S. Communities.	
	 (r) The special requirements if procuring information or telecommunications systems, or earth moving, material-handling, road maintenance, or construction equipment 	N/A	
5.	Give adequate notice of the request for proposals as required by R7-2-1042	See Posting Documents (Attachment E)	
6.	Compile and maintain a list of prospective bidders in accordance with R7-2-1023?	See Prospective Bidder List (Attachment B)	
7.	Issue the request for proposals at least 14 days before the closing date and time for receipt of proposals unless a shorter time was determined necessary [R7-2-1042(B)]?	See Section F on Page 5 of the RFP.	
8.	Stamp sealed proposals with the time and date upon receipt and store proposals unopened until the closing date and time for receipt of proposals R7-2-1045?	See Letter from Lead Public Agency (Attachment D)	
9.	Award the contract to the offeror whose proposal was determined in writing to be most advantageous to the cooperative's members based on the factors set forth in the request for proposals and in accordance with the other provisions of R7-2-1050?	See Scoring Summary (Attachment C)	
10.	Maintain documentation that supported the basis for that determination?	See Scoring Summary (Attachment C)	
11.	If a multiple award ¹ was made, determine, with the specific reason(s) in writing, that a single award was not advantageous to the cooperative's members?	N/A – Single award contract.	
12.	Maintain the documentation that supported the basis for a multiple award?	N/A – Single award contract.	
13.	Limit contract awards to the least number of suppliers necessary to meet the requirements of the members?	N/A – Single award contract.	
14.	For contracts where only one responsive proposal was received, determine that the price submitted was fair and reasonable, and that either other prospective bidders had reasonable opportunity to respond or there was not adequate time for resolicitation?	N/A – Multiple vendors responded to the proposal.	
15.	Maintain documentation that supported the basis for that determination?	N/A	
16.	If the cooperative used construction-manager-at-risk, design- build, or job-order-contracting to procure construction services, did the cooperative comply with the requirements of Title 41, Chapter 23 [until the Arizona State Board of Education (ASBE) adopts rules for these procurements, after which the cooperative should comply with those rules]?	N/A	

PROCUREMENT COMPLIANCE QUESTIONNAIRE

PROCUREMENT COMPLIANCE QUESTIONNAIRE

17.	If the cooperative used qualified select bidders list to procure construction services, did the cooperative receive approval from the School Facilities Board (until ASBE adopts rules for the use of a list, after which the cooperative should comply with those rules)?	N/A
18.	If the cooperative procured goods and information services using electronic, on-line bidding, did the cooperative comply with the requirements of Title 41, Chapter 23, Article 13 and the rules adopted by the Department of Administration in implementing that article (until the ASBE adopts rules for these procurements, after which the cooperative should comply with those rules)?	N/A
19.	For purchases made through the Simplified School Construction Procurement Program (R7-2-1033), did the cooperative:	
	1) Ensure that construction costs did not exceed the maximum amount specified in A.R.S. §15-213(A)(2)?	N/A
	2) Submit solicitations to bid and all other information related to the project to all vendors included in a list maintained by the CSS?	N/A
	3) Open the bids at a public opening?	N/A
	4) Keep the bids confidential until the public opening?	N/A
	5) Encourage competition to the maximum extent possible?	N/A
20.	Did the cooperative prevent additional purchases by new members that would materially change the volume of goods or services estimated in the original invitation for bids/request for proposals?	No

Because of considerations on these pages, it is in the best interest of the District and beneficial to use a cooperative contract rather than issuing one with our staff. All relevant factors above were taken into consideration in order to make this decision. It was determined that the contract is in substantial compliance and approval to use is recommended.

Signature of District Employee

Buyer

Signature of District Employee

Director of Purchasing

Attachment A RFP



Harford County Public Schools 102 South Hickory Avenue Bel Air Maryland 21014











NIGP



Purchasing Department 410-638-4082

RFP # 15-JL-12 REQUEST FOR PROPOSALS

FOR

SCIENCE/LABWARE SUPPLIES AND EQUIPMENT FOR K-12, COMMUNITY COLLEGES, HIGHER EDUCATION AND OTHER PUBLIC AGENCIES

Proposals Due February 19, 2015 before 2:30 pm

THIS SOLICITATION IS MADE ON BEHALF OF HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND AND OTHER GOVERNMENTAL AGENCIES AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE.

Bid Notification

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 for

RFP #15-JL-12

SCIENCE/LABWARE SUPPLIES AND EQUIPMENT FOR K-12, COMMUNITY COLLEGES, HIGHER EDUCATION AND OTHER PUBLIC AGENCIES

Proposals must be received prior to **2:30 PM on February 19, 2015** in the District's Purchasing Department. Proposals must be sealed, prominently marked with the RFP number, title, due date, time, and name of vendor on outside of envelope.

Proposals should be delivered/mailed to: Harford County Public Schools Attention: Purchasing 102 South Hickory Ave. Bel Air, MD 21014

RFP documents are available from the Harford County Public Schools website http://www.hcps.org/departments/BusinessServices/purchasing.aspx

and from eMaryland Market Place, <u>https://emaryland.buyspeed.com/bso/</u>

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

HCPS does not discriminate in the choice if suppliers and the award of bids/contracts based on race, sex, age, national origin, religion or disability.

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Note: Underlined items notes that they must be returned with your proposal



HARFORD COUNTY PUBLIC SCHOOLS Purchasing Department 102 South Hickory Avenue Bel Air, Maryland 21014 Telephone: 410.638.4082

Request for Proposal Science/Labware Supplies and Equipment for K-12, Community Colleges, Higher Education & Other Public Agencies

Section 1- General Information

A. Introduction

It is the intent of this RFP to solicit sealed proposals from qualified business entities to provide a comprehensive selection of K-12 and college level science supplies and equipment including labware, science supplies, chemicals, specimens, furniture and related equipment and a broad selection of other science related products including teaching tools and science kits for K-12 and college level markets.

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

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, quality, performance, references, financial information and the ability to successfully market to and supply K-12 and college level public entities throughout North America.

B. 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. The 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 39,000 students.

C. Procurement Administrator

Jeff LaPorta, CPPB, Supervisor of Purchasing, 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 Jeff.LaPorta@hcps.org. All questions should be received no later than January 22, 2015 at 3:30 pm eastern time. Responses will not be made to telephone, faxed or mailed inquires.

D. Proposal Submission

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 January 14, 2015, 2:30PM. 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.

Additionally, one redacted copy, in electronic version, of the technical should be submitted. See Section I, page 6 for details.

E. Proposal Acceptance

Proposals including price must remain valid for a period of not less than ninety (90) 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.

F. Calendar of Events (Subject to Change)

Event

Date

Issue RFP Questions due Addendum Issued RFP due date Evaluations/Negotiations/Interview Contract Award Board Approval Contract Effective Date January 6, 2015 January 22, 2015 – 3:30pm February 5 2015 February 19, 2015 – 2:30pm March 10-11, 2015 March 26, 2015 April 13, 2015 July 1, 2015

G. Incurring RFP Preparation Cost

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

H. Insurance Requirements

Insurance requirements are contained in General Requirements, attached herewith. 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.

I. Confidential Information

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

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

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

J. Contract Term

The term of the contract will be for three years following the contract award date with the option to renew for two additional two year periods. Pricing and discount structures will remain fixed. Any requests for changes in turn must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U) U.S. City Average, Washington DC Region (Washington-Baltimore), all items, recent base period. Any such requests will be done 90 days prior to the contract anniversary date.

K. 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.

L. Disputes

Except as otherwise provided in these contractual documents, any claim, dispute, or other matter in question shall be referred the Harford County Public Schools Director of Purchasing, who shall decide the issue and provide a written response to the Contractor. The decision of the Supervisor of Purchasing shall be final and conclusive.

The contract shall be governed by the laws of the State of Maryland and nothing in this contract shall be interpreted to preclude the parties seeking any and all remedies provided by law. All protests must be in writing and submitted to the Supervisor of Purchasing. Prior to dispute resolution through the appropriate legal means, i.e. adjudicated by the appropriate Courts, the parties will participate in Alternative Dispute Resolution (ADR), in an attempt to resolve the dispute in accordance with the commercial Rules of the American Arbitration Association in effect at the time. All disputes shall be decided by a single arbitrator. All costs associated with ADR will be borne by the awarded contractor.

M. Billing and Payment

Unless otherwise instructed, the preferred method of (order) and payment is by credit card. Please advise in your Technical Proposal if payment via credit card is not acceptable.

Any unacceptable payment options must be clearly articulated in the technical submission.

N. Multi-Agency Procurement

Harford County Public Schools assumes no authority, liability, or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this Request for Proposal. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the proposal response.

O. About This Document

This document is a Request for Proposal (RFP). It differs from a Request for Bid/Quotation in that Harford County Public Schools is seeking a solution, as described in the cover page and in the following sections, not a bid/quotation

meeting firm specifications for the lowest price. As such, the lowest prices proposed may not guarantee an award recommendation. As defined in the American Bar Association Model Procurement Code, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features and best value of a product or service, of which quality, testing, references, and availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a contractor(s) approach meets the desired requirements and needs of Harford County Public Schools and U.S. Communities. Those criteria that will be used and considered in evaluation for award are set forth in this document.

No negotiations, decisions, or actions shall be initiated by any proposers as a result of any verbal discussion with any Harford County Public Schools member or U.S. Communities staff prior to the opening of proposals in responses to this document. RFP Offerors shall make no contacts – either written or verbal – with any individual other than the individual identified herein during the period beginning with the issuance of this RFP through approval of award. Any attempt by a supplier/proposer to influence a member or members of the aforementioned may be grounds to disqualify the proposal from the proposer from further consideration.

If awarded, this RFP document in its entirety including attachments, appendices and addendums will become part of the Contract. Harford County Public Schools reserves the right to reject any or all proposals at any time and make necessary arrangements to contract for the services or work described and proposed in the manner most feasible and applicable when in its best interest to do so.

P. Award

Award will be made by Group. This may result in award to one, or more than one vendor.

Q. Anti-discrimination

It is the policy of the Harford County Public Schools that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of sexual orientation, physical and mental disability, medical conditions, marital status, age, pregnancy, veteran status, gender, race, color, ancestry, national origin, sex, or religious creed. Therefore, the Vendor agrees to comply with applicable Federal and Maryland laws.

R. Multiple Proposals

Multiple proposals from a firm, partnership, corporation or association under the same or different names are subject to rejection unless specifically permitted in the solicitation. Reasonable grounds for believing that an Offeror is interested in

more than one proposal for the work contemplated may result in rejection of all proposals in which the Offeror is interested.

Master Agreement

Harford County Public Schools, the Lead Public Agency, on behalf of itself and all states, local governments, school districts, community colleges and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (Participating Public Agencies) is soliciting proposals from qualified Offerors to enter into a Master Agreement for a complete line of Science and Labware Supplies, Equipment and Furniture for K-12 education organizations, college level organizations and other public agencies.

Outcome

The expected outcome of this proposal is to enter into a contractual relationship with a business partner(s) who will provide commodities and services incidental to providing K-12 school districts, community colleges and other participating public agencies throughout North America with the most extensive and comprehensive array of science and labware supplies, laboratory furniture and science related products including chemicals, specimens and teaching tools at the lowest possible cost. Equipment must meet the highest quality control standards and be durable and reliable.

Proposer must demonstrate that they have a comprehensive catalog of equipment, supplies and service and a distribution/delivery system that can meet just-in-time quick ship requirements. Free or minimum shipping/delivery/freight charges are desirable as well as abandonment of any minimum order requirements.

Proposers should, in addition to the requirements set forth herein, have ordering capability that allows buyers to access a web-site, fill a shopping cart, charge the order to a credit card and receive just-in-time quick delivery.

Proposers are encouraged to detail in their technical proposal any related value added services such as rebates and discount incentives that will benefit contracting agencies.

Proposal Submission

This RFP requires a two-part submission process. Separate technical and price proposals are to be submitted in sealed envelopes on the date and time stipulated. Two (2) original and eight (8) flash drive copies of the technical copies shall be submitted or hand delivered. Two (2) original and two (2) flash drive copies of the cost proposal shall be submitted.

The proposal due date is February 19, 2015 at 2:30PM. Late proposals will not be accepted and will be returned unopened. A Register of Proposals will be prepared at the closing time and will be available for inspection.

Definitions

Definitions as used herein:

- A. The term "solicitation" used in this document means this Request for Proposal (RFP).
- B. The term "offer and "proposal" are used synonymously and mean a response to this solicitation.
- C. The terms "offeror", "proposer" and "supplier" are synonymous and refer to the entity/business/individual that submits a response to this solicitation.
- D. Harford County Public Schools, Maryland may be referred to as "HCPS".
- E. U.S. Communities is a non-profit that assists Participating Public Agencies in reducing the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide.
- F. Participating Public Agency (PPA) is 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 that elects to use one or more U.S. Communities contracts.

Specific Information Requested From All Proposal Submitters

Harford County Public Schools may make such investigations deemed necessary to determine the ability of the Offeror to furnish the necessary requirements described herein. The Offeror shall furnish, to Harford County Public Schools, all data and information requested in order to determine the Offerors ability to perform under this RFP. Harford County Public Schools reserves the right to reject any offer if the evidence submitted by, or investigation of, such Offeror fails to satisfy Harford County Public Schools that such Offeror is qualified to carry out the obligations of the contract.

#	Item	Complete
1	2 Original Technical Proposals, 8 flash drives (pg 5)	
2	2 Original Price Proposals, 2 flash drives (pg 5)	
3	HCPS Contract Agreement (pg 15)	
4	4 Supplier Qualification Worksheet (pg 29)	
5	5 Technical Proposal Requirements Tabs A-K (pg 32-37)	
6	6 U.S. Communities Administration Agreement - Signed Unaltered (pg 38-49)	
7	Submission Signature Sheet (pg 74)	
8	HCPS Anti-Bribery – Debarment Attestation (pg 75)	
9	Cost Proposal Form (pg 76)	
10	Exhibit 1 – Market Basket Price Proposal Form	

The following is a checklist of required information:

Section 3- Evaluation and Selection Process

The evaluation criteria are set forth below and are intended to be the basis by which each proposal shall be evaluated. This is a two-step evaluation process. Technical Proposals and Price Proposals shall be submitted separately and labeled accordingly. Each proposal will be assigned an adjectival rating score as described below.

The Supervisor of Purchasing of Harford County Public Schools along with U.S. Communities has selected a committee of qualified personnel to review and evaluate proposals submitted (evaluation committee). The Supervisor of Purchasing will recommend the award of the contract as determined by the evaluation committee after taking into consideration all of the evaluation criteria. The Supervisor of Purchasing will award a contract only to the Offeror/s determined responsive and responsible, and representing the best value to Harford County Public Schools and Participating Agencies based on a final evaluation of both the technical and price proposals.

HCPS reserves the right to reject any and all proposals and/or to waive any minor informalities.

Harford County Public Schools reserves the right to terminate negotiation when, in its judgment, negotiations have reached an impasse. The successful Offeror will be required to execute a contract with Harford County Public Schools and the contract will include all of the provisions of this RFP, including conditions, attachments and addenda issued. Unsuccessful Offerors may request a debriefing meeting concerning the selection process. The debriefing will occur after contract award.

Evaluation Criteria Definitions:

- A. Discussion: Oral or written communications including negotiations between the Harford County Public Schools and an Offeror that involves information essential for determining the acceptability of the proposal or to cure identified defects in the proposal.
- B. Clarification: Communication with an Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Unlike discussion, clarification does not give the Offeror an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in revision.
- C. Deficiencies: Any defects in the proposal which preclude acceptance. Involves any part of the Offeror's proposal which would not satisfy the minimum requirements established in this solicitation. It may also include failure to provide information and questionable technical or management approaches.
- D. Weakness: Aspect of or omission from an Offeror's proposal that includes ambiguities and conflicts within the proposal, lack of complete descriptions, errors in interpretation, omissions of essential information, inadequate information that prevent the evaluators from knowing the intent of the proposal.

E. Strengths: Elements of the proposal that meet or exceed the outcomes identified and may provide additional benefits beyond what is specified.

Adjectival Ratings:

- A. Outstanding (9-10): Exceeds evaluation standards in a beneficial way and meets the outcomes identified, and contains strengths and no weaknesses or deficiencies. The proposal submitted is innovative, comprehensive and complete in all details and meets or exceeds performance standards.
- B. Excellent (7-8): Exceeds evaluation standards in a beneficial way and meets the outcomes identified. Comprehensive and complete and has no significant weaknesses. May be lacking some of the strengths but generally meets performance standards.
- C. Acceptable (4-5-6): Meets outcomes and performance standards and may contain weaknesses which are not significant and may be correctable.
- D. Marginal (1-2-3): Fails to meet evaluation standards. Lacks essential information to support the proposal. Does not contain the outcomes and contains significant weaknesses.
- E. Unacceptable (0): Fails to meet minimum evaluation standards and the deficiencies and weaknesses are uncorrectable. Demonstrated a lack of understanding of requirements or omissions of major areas.

Section 4 – Proposal Format

Technical Proposal Format

Your technical proposal should be organized with tabs delineating the separation of sections. Your Technical Proposal should include all of the required items listed in the checklist on page 11.

Price Proposal Criteria

The Price Proposal must be submitted separately from the Technical Proposal.

The basis of the price proposal will be to price the "Market Basket" items provided, as well as provide a percentage (%) discount from the contractor's/supplier's most current catalog. The discount may vary depending on the product line, i.e. labware, furniture, chemicals, research items, etc.

Volume discounts for 'bulk purchases" is also encouraged and if offered should be clearly stated specific to dollar thresholds and/or volume capacity or ranges.

If applicable, additional price percentage (%) discounts for annual milestone volume should be clearly stated in the price proposal. (ex: an additional 2% discount on all purchases after yearly volume reaches \$100,000 for an individual organization)

The Offeror should identify any other discounts or incentives that may be applicable.

Price/Discounts must remain firm and will include all charges that may be incurred in fulfilling requirements.

Invoices will be audited on a random basis along with the necessary supporting documentation. Billing errors will be promptly adjusted.

Section 5 – Harford County Schools Purchase 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 science supplies, equipment, furniture, labware, services and related science instructional items in accordance with the scope, terms and conditions of Request for Proposal, RFP 15-JL-012, 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 Miscellaneous Science/ Labware Suppliers and Equipment as detailed in the referenced RFP to HCPS, which is attached hereto and incorporated herein as 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 July 1, 2015 through June 30, 2018. 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.** Supplier agrees to invoice HCPS as deliveries are completed or charge purchases to an authorized HCPS Visa 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. All 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 (and shall cause any Subcontractor to maintain) insurance policies in form and substance acceptable to HCPS as detailed in the Request for Proposal.
- **G. Termination of Contract.** This contract may be terminated for cause as per the General Requirements of the RFP, Section 1, K (page7)
- **H. Notification.** Notices under this Master Purchase Agreement shall be addressed as follows:

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

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

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

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

ру	
Superintendent of Schools	Date
)y	
Supervisor of Purchasing	Date
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	Date
UPPLIER:	
у	
General Manager	Date
Attest:	
	Date

Section 6- U.S. Communities

Master Agreement

Harford County Public Schools, Maryland (herein "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 suppliers to enter into a Master Agreement for a complete line of Science/Labware Supplies and Equipment (herein "Products and Services").

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

Objectives

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

U.S. Communities

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") is a non-profit "instrumentality" of government that assists Participating Public Agencies 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.

National Sponsors

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

Advisory Board

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

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

Current U.S. Communities Advisory Board Members

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

Participating Public Agencies

Today more than 68,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.5 Billion Dollars in products and services annually. Each month more than 400 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 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 Section 6.

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 2013 purchased more than \$146 Million Dollars of products and services from existing U.S. Communities contracts.

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, national publications, annual meetings and a network of K-12, City, County, Higher Education and State Associations.
- 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.

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.

Multiple Awards

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

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.

SUPPLIER QUALIFICATIONS

SUPPLIERS

Commitments

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language

and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

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

(iv) <u>Supplier's Options in Responding to a Third Party</u> <u>Procurement Solicitation</u>. 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 the Administration Agreement, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration. (c) <u>Economy Commitment</u>. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

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

(i) Supplier Sales. Supplier shall be responsible for proactive direct sales of Supplier's Products and Services to Public Agencies and the timely followup to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail 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 nonexclusive, 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, Supplier grants to U.S. Communities an express license to reproduce and use 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 best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

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

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

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

- (A) A dedicated U.S. Communities internet web-based homepage containing:
 - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
 - (2) Copy of original procurement solicitation;
 - (3) Copy of Master Agreement including any amendments;
 - (4) Summary of Products and Services pricing;
 - (5) Electronic link to U.S. Communities' online registration page; and
 - (6) Other promotional material as requested by U.S. Communities.
- (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
- (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

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

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

(vii) <u>Supplier Content</u>. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "<u>Supplier</u> <u>Content</u>") for use on U.S. Communities websites and for general marketing and publicity purposes. Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, perpetual, 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

U.S. Communities Administration Agreement Information

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached hereto as a part of Section 6) prior to the award of the U.S. Communities contract. The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

The executed U.S. Communities Administration Agreement is required to be submitted with the supplier's proposal without exception or alteration. Failure to do so will result in disqualification.

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____
- 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____
- D. Did your company have sales greater than \$50 million last year in the United States? YES_____NO____
- 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
- 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)

New Supplier Implementation Checklist	Target Completion After Award
1. First Conference Call	One Week
Discuss expectations	
Establish initial contact people & roles	
Outline kickoff plan	
Establish WebEx training date	
2. Second Conference Call	One Week
Review Contract Commitments	
3. Executed Legal Documents	One Week
U.S. Communities Administration Agreement	
Lead Public Agency agreement signed	
4. Supplier Login Established	One Week
Complete Supplier Set Up form	
Complete user account & user ID form	
5. Initial Sr. Management Meeting	Two Weeks
Implementation Process Progress	
U.S. Communities & Supplier Organizational Overview	
Supplier Manager to review and further discuss commitments	
6. Initial National Account Manager (NAM) & Staff Training Meetings	Two Weeks
Discuss expectations, roles & responsibilities	
Introduce and review web-based tools	
Review process & expectations with NAM and lead referral person	
7. Review Top Joint Target Opportunities	Four Weeks
Top 10 local contracts	
Review top U.S. Communities Participating Public Agencies (PPA)	
8. Program Contact Requirements	One Week
Supplier contacts communicated to U.S. Communities Staff	
Dedicated email	
Dedicated toll free number	
Dedicated fax number	
9. Web Development	
Initiate IT contact	One Week
Initiate E-Commerce Conversation	One Week
Begin Website construction	Two Weeks
Website final edit	Five Weeks
Product upload to U.S. Communities site	Five Weeks
10. Sales Training & Roll Out	
Program Manager (PM) briefing - Coordinate with NAM	Five Weeks
Initial remote WebEx training for all sales - Coordinate with NAM	Three Weeks
Establish 90-day face-to-face training plan/strategy session for all	_
sales – with NAM & PM	Two Weeks
Top 10 metro areas - Coordinate with NAM & PM	Four Weeks

Initiate contact with Advisory Board (AB) members	Four Weeks
11. Marketing	Six Weeks
General announcement	
1 Page Summary with Supplier contacts	
Branding of program	
Supplier handbook	
Announcement to AB and Sponsors	

SECTION 7 - TECHNICAL RESPONSE REQUIREMENTS

SUPPLIER INFORMATION

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

Specific Requirements:

Background

A Transmittal Letter including name of company, address, telephone number, website address, primary contact person with email address.

Tab A

A detailed narrative that describes the strengths of the company and its understanding of the scope of work statement. Include a brief history and description of your company and a description of relevant past performance and experience with regards to contracts of similar scale, scope and complexity.

Tab B

Company

Example:

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

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

- 2. Number and location of distribution outlets in the United States (if applicable);
- 3. Number and location of support centers (if applicable);

4. Annual sales for 2012, 2013 and 2014 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2012, 2013, AND 2014							
Segment	2012 Sales	2013 Sales	2014 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. U.S. Communities Advisory Board Members are to be excluded from the list provided.

Tab C

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. 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.

Marketing

- 1. Outline your company's plan for marketing the Products and Services 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.
- 5. Please submit the resume 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.

Tab D

Products and Services

- 1. Provide a description of the Products and Services to be provided by the major product category set forth in Section 1, General Information, Paragraph A, Introduction, of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.
- 2. State your normal delivery time (in days) and any options for expediting delivery.
- 3. State backorder policy. Do you fill or kill order and require Participating Public Agency to reorder if item is backordered?

- 4. State restocking fees and procedures for returning products.
- 5. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
- 6. 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 the Products and Services

Tab E

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.

Tab F

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, including details about your ability to create punch out sites and accept orders electronically (cXML, OCI, etc.). Please detail where you have integrated with a pubic agency's ERP (PeopleSoft, Lawson, Oracle, 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.

Describe your firms ability to provide and maintain a punch-out e-commerce platform to Harford County Public Schools and U.S. Communities Participating Agencies.

- 5. Describe your company's implementation and success with existing multi-state cooperative purchasing programs, if any, and provide the entity's name(s), contact person(s) and contact information.
- 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.

Tab G

Financial Statements

The Supplier shall include an audited income statement and balance sheet from the two most recent reporting periods in its proposal.

Tab H

National Staffing Plan

- 1. A staffing plan is required which describes the Offeror'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 Section 6, 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.

Tab I

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?

Tab J

References

Provide three references for clients to which you are providing similar service. Please list the client name, contact names, email addresses and telephone numbers in order to contact the references provided.

Tab K

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.

ADMINISTRATION AGREEMENT

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

RECITALS

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

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

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

WHEREAS, U.S. Communities serves as the administrative agent 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 payments to be made hereunder and 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 <u>Exhibit A</u> and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

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

including, without limitation, Supplier's obligation to provide insurance and certain indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by 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, remarketer, 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 (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 to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under this Agreement or 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 both Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

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

(a) <u>Marketing</u>. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), Association of School Business Officials (ASBO) and National Institute of Governmental Purchasing (NIGP) (collectively, the "<u>Founding Co-Sponsors</u>") and individual state-level sponsors. In addition, the U.S. Communities staff shall enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and by providing online tools to Supplier's sales force.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Supplier Sales. Supplier shall be responsible for proactive direct 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 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 best

government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

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

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

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

containing:

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

U.S. Communities.

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

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

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

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

3.4 <u>Breach of Supplier's Representations and Covenants</u>. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance 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 <u>Indemnity</u>. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV

PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit up to the first \$50,000 and U.S. Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed \$50,000. 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 <u>Administrative Fees</u>. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "<u>Administrative Fees</u>"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by

wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

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

(a) Monthly Sales Reports shall include all sales reporting under the Master Agreement, and a breakout of Environmental Preferable (Green) sales reporting. Supplier must make reasonable attempts at filling in all required information and contact U.S. Communities with a plan to correct any deficiencies of data field population.

(b) 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.

5.3 <u>Exception Reporting/Sales Reports Audits</u>. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities 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 up to the first \$50,000 and U.S. Communities and Supplier shall each be responsible for fifty percent (50%) of the audit costs that exceed \$50,000.

5.4 <u>Online Reporting</u>. Within sixty (60) days of the end of each calendar quarter, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar quarter. Supplier shall contact U.S. Communities within fifteen (15) days of receiving notification of the online reporting and report to U.S. Communities any concerns or disputes regarding the reports, including but not limited to concerns regarding the following:

Report Name	Follow up with U.S. Communities
5 Qtr Drop Sales Analysis	Financial & Reporting Manager
Zero States Sales Report	Program Manager
Registered Agency Without Sales Report	Program Manager

Supplier shall have access to the above reports through the U.S. Communities intranet website. The following additional reports are also available to Supplier and are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement:

- (i) Agency Sales by Population/Enrollment Report
- (ii) Hot Prospect Sales Report
- (iii) New Lead Sales Report
- (iv) State Comparison Sales Report
- (v) Advisory Board Usage Report
- (vi) Various Agency Type Comparison Reports
- (vii) Sales Report Builder

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

ARTICLE VI

MISCELLANEOUS

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

6.2 <u>Attorney's Fees</u>. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

6.3 <u>Assignment</u>.

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

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

6.4 <u>Notices</u>. All reports, notices or other communications given hereunder shall be delivered by 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 <u>Severability</u>. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

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

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

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

Governing Law; Arbitration. This Agreement will be governed by and interpreted in 6.9 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 <u>Successors and Assigns</u>. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

[Remainder of Page Intentionally Left Blank – Signatures Follow]

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By		 	
Name:		 	
Title:		 	
Supplie	r:		
Ву			
Name:		 	
Title:		 	

ATTACHMENT A

SALES REPORT FORMAT

				Salas	Report Template								
											-		
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State		Agency Type				
956000735	160	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES		90012	20	2012	2	5	1525.5
956000222	160	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES		90071	30	2012		5	1603.6
956000735	160	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES		90012	20	2012		5	1625.0
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES		90012	20	2012		5	45090.7
066002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS		123 A St.	GROTON		06340	20	2012		5	318.0
066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2012	2	5	212.0
				ODMAT					_				
SALES REPORT DATA FORMAT Column Name Required Data Type Length Example Comment													
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading ze	r0	-						
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below	10.							
Account No.	Optional	Text	25 max		pplier account no.								
Agency Name	Yes	Text	255 max	Los Angeles Co									
Dept Name		Text	255 max	Purchasing De									
Address	Optional Yes	Text	255 max	Purchasing De	pt								
				Les Averles	Martha a still Observe								
City	Yes	Text	255 max	Los Angeles	Must be a valid City name								
State	Yes	Text	2	CA			-						
Zip	Yes	Text	5	90071	No Dash, Do not omit leading ze	ro, Valid zip code							
Agency Type	Yes	Number	2	30	See Agency Type Table Below								
Year	Yes	Number	4	2010									
Qtr	Yes	Number	1	4									
Month	Yes	Number	2	12									
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sig	n or commas	_						
			Agency Type Table										
		Agency Type ID					-						
		10	K-12				-						
		10	Community College										
		12	College and University										
		20	College and University City										
		20	City Special District										
		21	Consolidated City/County										
		30	County										
		30					-						
			County Special District										
		40	Federal						-				
		41	Crown Corporations						-				
		50	Housing Authority										
		80	State Agency										
		81	Independent Special District										
		82	Non-Profit										
		84	Other										

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This agreement is made between certain government agencies that execute a Lead Public Agency Certificate ('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 and made a part hereof.

RECITALS

- WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, a number of Suppliers have entered into Master Agreements 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 the Intergovernmental Cooperation Act as may be 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 a procuring party will make timely payments to the 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 procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

- 6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
- 7. The procuring party shall be responsible for the ordering of Products and Services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
- 8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- 9. This agreement shall remain in effect until termination by a party giving 30 days written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
- 10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.

STATE NOTICE ADDENDUM

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

Hickam AFB

Hilo Holualoa

Nationwide:

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

Other states:

State of Oregon, State of Hawaii, State of Washington

State: HI

Account Type: HI Counties, Cities, Colleges

Account Type. In counties, entres, coneges	
	Honaunau
Hawaii County	Honokaa
Honolulu County	Honolulu
Kauai County	Honomu
Maui County	Hoolehua
Kalawao County	Kaaawa
Aiea	Kahuku
Anahola	Kahului
Barbers Point N A S	Kailua
Camp H M Smith	Kailua Kona
Captain Cook	Kalaheo
Eleele	Kalaupapa
Ewa Beach	Kamuela
Fort Shafter	Kaneohe
Haiku	Караа
Hakalau	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 Pahoa 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 (118 records)

Account Type: K-12 (14 records)

Mālama 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 KE KULA O S. M. KAMAKAU **KAMEHAMEHA SCHOOLS** HANAHAU`OLI SCHOOL **EMMANUAL LUTHERAN SCHOOL Our Savior Lutheran School**

Account Type: County (4 records)

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

Account Type: Non-Profit (69 records)

Lanai Community Health Center Maui High Band Booster Club Naalehu Assembly of God University of the Nations 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 FAST AND WEST **BISHOP MUSEUM** ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA ASSOSIATION OF OWNERS OF KUKUI PLAZA MAUI ECONOMIC DEVELOPMENT BOARD NETWORK ENTERPRISES, INC. HONOLULU HABITAT FOR HUMANITY ALOHACARE ORI ANUENUE HALE, INC. **IUPAT, DISTRICT COUNCIL 50** GOODWILL INDUSTRIES OF HAWAII, INC. HAROLD K.L. CASTLE FOUNDATION MAUI ECONOMIC OPPORTUNITY, INC. EAH. INC. PARTNERS IN DEVELOPMENT FOUNDATION HABITAT FOR HUMANITY MAUI W. M. KECK OBSERVATORY HAWAII EMPLOYERS COUNCIL HAWAII STATE FCU MAUI COUNTY FCU PUNAHOU SCHOOL YMCA OF HONOLULU EASTER SEALS HAWAII AMERICAN LUNG ASSOCIATION Hawaii Area Committee 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 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 prod test kindly ignore HI - DP Kroc Center Hawaii **Account Type:** College and University **(7**

records)

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 (6 records)

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

Account Type: City (1 record)

COUNTY OF MAUI

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 STATE OF HAWAII, DEPT. OF EDUCATION 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

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 (1,166 records)

Account Type: K-12 (212 records)

VALLEY CATHOLIC SCHL CROOK COUNTY SCHOOL DISTRICT **CORBETT SCHL DIST #39** Bethel School District #52 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 GEN CONF OF SDA CHURCH WESTERN OR PORTLAND ADVENTIST 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-**С 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 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 Salem-Keizer 24J McKay High School **Pine Eagle Charter School** Waldo Middle School 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** Pedee School Fern Ridge School District **Ppmc Education Committee** JESUIT HIGH SCHL EXEC OFC LASALLE HIGH SCHOOL Southwest Christian School Stayton 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 South Columbia Family School **Union School District** Helix 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 ABIQUA SCHL Salem keizar school district Athena Weston School District 29RJ Imbler School District #11 monument school St. Paul School District

St Paul Parish School EagleRidge High School Northwest Academy L'Etoiile French Immersion School Marist Catholic High School Elgin school dist. PLEASANT HILL SCH DIST #1 Ukiah School District 80R North Powder Charter School French American School Mastery Learning Institute North Lake School District 14 Early College High School

Account Type: County (44 records)

GILLIAM COUNTY OREGON HOUSING AUTHORITY OF CLACKAMAS COUNTY UMATILLA COUNTY, OREGON 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 NORCOR Juvenile Detention Tillamook County Estuary Job Council BAKER CNTY GOVT TILLAMOOK CNTY Wheeler County Clackamas County Juvenile Dept

Account Type: Non-Profit (529 records)

Tamarack Aquatic Center Seven Feathers Casino Long Tom Watershed Council San Martin Deporres Catholic Church **Portland Parks Foundation** 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 Mercy Flights, Inc. HHoly Trinity Greek Orthodox Cathedral MECOP Inc. **Beaverton Christians Church Oregon Humanities** St. Pius X School Community Connection of Northeast Oregon, Inc. Living Opportunities, Inc. Coos Art Museum OETC Blanchet House of Hospitality Merchants Exchange of Portland, Oregon Coalition for a Livable Future **Central Oregon Visitors Association**

Soroptimist International of Gold Beach, OR **Real Life 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 Umpgua Community Health Center** ALZHEIMERS NETWORK OF OREGON NATIONAL WILD TURKEY FEDERATION TILLAMOOK ESTUARIES PARTNERSHIP LIFEWORKS NW COLLEGE HOUSING NORTHWEST PARALYZED VETERANS OF AMERICA 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 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 NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA **Oregon Research Institute** WILLAMETTE LUTHERAN HOMES, INC LANE MEMORIAL BLOOD BANK PORTLAND JEWISH ACADEMY LANECO FEDERAL CREDIT UNION **GRANT PARK CHURCH** ST. MARYS OF MEDFORD, INC. **US CONFERENCE OF MENONNITE BRETHREN** CHURCHES FAITHFUL SAVIOR MINISTRIES OREGON CITY CHURCH OF THE NAZARENE OREGON COAST COMMUNITY ACTION EDUCATION NORTHWEST COMMUNITY ACTION TEAM, INC. EUGENE SYMPHONY ASSOCIATION, INC. STAR OF HOPE ACTIVITY CENTER INC. SPARC ENTERPRISES SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC. SALEM ALLIANCE CHURCH Lane Council of Governments FORD FAMILY FOUNDATION TRAILS CLUB NEWBERG FRIENDS CHURCH WOODBURN AREA CHAMBER OF COMMERCE CONTEMPORARY CRAFTS MUSEUM AND GALLERY **CITY BIBLE CHURCH OREGON LIONS SIGHT & HEARING** FOUNDATION PORTLAND WOMENS CRISIS LINE THE SALVATION ARMY - CASCADE DIVISION WILLAMETTE FAMILY WHITE BIRD CLINIC GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES PLANNED PARENTHOOD OF SOUTHWESTERN ORFGON HOUSING NORTHWEST

OREGON ENVIRONMENTAL COUNCIL MEALS ON WHEELS PEOPLE, INC. FAITH CENTER Bob Belloni Ranch, Inc. GOOD SHEPHERD COMMUNITIES SACRED HEART CATHOLIC DAUGHTERS HELP NOW! ADVOCACY CENTER TENAS ILLAHEE CHILDCARE CENTER SUNRISE ENTERPRISES LOOKING GLASS YOUTH AND FAMILY SERVICES SERENITY LANE EAST HILL CHURCH LA GRANDE UNITED METHODIST CHURCH COAST REHABILITATION SERVICES **Edwards Center Inc** ALVORD-TAYLOR INDEPENDENT LIVING SERVICES NEW HOPE COMMUNITY CHURCH KLAMATH HOUSING AUTHORITY QUADRIPLEGICS UNITED AGAINST **DEPENDENCY, INC.** SPONSORS, INC. COLUMBIA COMMUNITY MENTAL HEALTH ADDICTIONS RECOVERY CENTER, INC METRO HOME SAFETY REPAIR PROGRAM **OREGON SUPPORTED LIVING PROGRAM** SOUTH COAST HOSPICE, INC. ALLFOURONE/CRESTVIEW CONFERENCE CTR. The International School **REBUILDING TOGETHER - PORTLAND INC.** PENDLETON ACADEMIES PACIFIC FISHERY MANAGEMENT COUNCIL DOGS FOR THE DEAF, INC. PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC. EMMAUS CHRISTIAN SCHOOL DELIGHT VALLEY CHURCH OF CHRIST SAINT CATHERINE OF SIENA CHURCH PORT CITY DEVELOPMENT CENTER VIRGINIA GARCIA MEMORIAL HEALTH CENTER CENTRAL CITY CONCERN CANBY FOURSQUARE CHURCH EMERALD PUD VERMONT HILLS FAMILY LIFE CENTER BENTON HOSPICE SERVICE

INTERNATIONAL SOCIETY FOR TECHNOLOGY IN **FDUCATION** 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** 211**INFO** SONRISE CHURCH LIVING WAY FELLOWSHIP Women's Safety & Resource Center SEXUAL ASSAULT RESOURCE CENTER IRCO NORTHWEST YOUTH CORPS TILLAMOOK CNTY WOMENS CRISIS CENTER SECURITY FIRST CHILD DEVELOPMENT CENTER CLASSROOM LAW PROJECT YOUTH GUIDANCE ASSOC. PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND **ELMIRA CHURCH OF CHRIST** JASPER MOUNTAIN ACUMENTRA HEALTH WORKSYSTEMS INC COVENANT CHRISTIAN HOOD RIVER **OREGON DONOR PROGRAM** NAMI OREGON **OLIVET BAPTIST CHURCH** SILVERTON AREA COMMUNITY AID CONFEDERATED TRIBES OF GRAND RONDE CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK 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 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** Boys & Girls Club of Corvallis Southeast Uplift Neighborhood Coalition First United Presbyterian Church PDX Wildlife Jackson-Josephine 4-C Council **Childswork Learning Center** New Artists Performing Arts Productions, Inc. **Relief Nursery** Viking Sal Senior Center Boys and Girls Club of the rogue valley DrupalCon Inc., DBA Drupal Association Albany Partnership for Housing and **Community Development** Hermiston Christian Center & School **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. 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** Portland Community Reinvestment Initiatives, Inc. **GeerCrest Farm & Historical Society College United Methodist Church** NEDCO Salem Evangelical Church 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 Ministerio International Casa Jesus Prayer Book Workforce Northwest Inc Coalition Of Community Health New Paradise Worship Center **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 **Congregation Neveh Shalom** Newberg Christian Church First United Methodist Church Zion Lutheran Church Hoodview Christian 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 Little Flower Development Center Hospice Center Bend La Pine PECI 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 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 **Oregon District 7 Little League** Portland Schools Alliance My Fathers House Solid Rock West Chehalem Friends Church Guide Dogs For The Blind

Children Center At Trinity 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 **Energy Trust of Oregon Oregon Psychoanalytic Center** Store to Door Depaul Industries Union County Economic Development Corp. **Camelto Theatre Company** Camp Fire Columbia TAKE III OUTREACH **Rolling Hills Community Church** Summa Institute Billy Webb Elks lodge #1050 Sandy Seventh-day Adventist Church Muddy Creek Charter School

A FAMILY FOR EVERY CHILD **1000 FRIENDS OF OREGON** NONPROFIT ASSOCIATION OF OREGON FAMILY CARE INC **Clean Slate Canine Rescue & Rehabilitation** St. Martins Episcopal church Food for Lane County 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 Sexual Assault Support Services **Rural Development Initiatives** YMCA of Marion and Polk Counties Faith Christian Fellowship Fund For Christian Charity Deer Meadow Assisted Living Umpgua Basin Water Association 300 Main Inc Southwestern Oregon Public Defender Services, Inc. Albertina Kerr Centers **Dufur Christian Church** St. Matthew Catholic School Serendipity Center Inc Northwest Family Services **Network Charter School Ride Connecton** Parenting Now! **USO** Northwest Norkenzie Christian Church **Center for Family Development** West Salem Foursquare Church Mount Pisgah Arboretum Lower Columbia Estuary Partnership **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 Willamette Valley Babe Ruth **Center For Continuous Improvement Trillium Sprigs** Youth Dynamics Ashland Art Center Apostolic Church of Jesus Christ DOUGLAS FOREST PROTECTIVE **Oregon Lyme Disease Network** Ecotrust SPECIAL MOBILITY SERVICES Ronald McDonald House Charities of Oregon & Southwest Washington Center for Human Development DePaul Treatment Centers. Inc. **Mission Increase Foundation** THREE RIVERS CASINO 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 Oregon Visitors Association Southern Oregon Project Hope **Our United Villages** Samaritan Health Services Inc. Kilchis House Calvary Assembly of God Grace Lutheran School Western Mennonite School **OEA CHOICE TRUST** American Tinnitus Association Unitus Community Credit Union COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON THE MILL CASINO Account Type: College and University (31 records)

Oregon State University Treasure Valley Community College Unviersity of Oregon **OREGON UNIVERSITY SYSTEM** WESTERN STATES CHIROPRACTIC COLLEGE 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 Portland Actors Conservatory University Of Oregon Athletics Department Beta Omega Alumnae **Oregon Institute of Technology** EASTERN OREGON UNIVERSITY

Account Type: Other (51 records)

Umatilla Electric Cooperative Clackamas River Water Providers eickhoff dev co inc The Klamath Tribe 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 DOUGLAS ELECTRIC COOPERATIVE, INC. **ROGUE FEDERAL CREDIT UNION** PACIFIC CASCADE FEDERAL CREDIT UNION PACIFIC STATES MARINE FISHERIES COMMISSION LOCAL GOVERNMENT PERSONNEL INSTITUTE MID COLUMBIA COUNCIL OF GOVERNMENTS CLACKAMAS RIVER WATER **GRANTS PASS MANAGEMENT SERVICES, DBA** SPIRIT WIRELESS Kartini Clinic Clatskanie People's Utility District **Ricoh USA** Heartfelt Obstetrics & Gynecology Coquille Economic Development Corporation Cintas CITY/COUNTY INSURANCE SERVICE COMMUNITY CYCLING CENTER Shangri La **Portland Impact Eagle Fern Camp** NORTHWEST VINTAGE CAR AND MOTORCYCLE KLAMATH FAMILY HEAD START **RIVER CITY DANCERS Oregon Permit Technical Association KEIZER EAGLES AERIE 3895** Pgma/Cathie Bourne Astra Beit Hallel Sunrise Water **Burns Paiute Tribe Oregon Public Broadcasting** La Grande Family Practice SELCO Community Credit Union Sphere MD sunrise water authority **Confederated Tribes of Warm Springs** Halsey-Shedd Fire District First Presbyterian Church of La Grande A&I Benefit Plan Administrators, Inc. crescent grove cemetery

Account Type: City Special District (20 records)

Molalla Rural Fire Protection District

MONMOUTH - INDEPENDENCE NETWORK 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** WEST VALLEY HOUSING AUTHORITY **TUALATIN VALLEY FIRE & RESCUE** GASTON RURAL FIRE DEPARTMENT CITY COUNTY INSURANCE SERVICES METRO OAK LODGE SANITARY DISTRICT SOUTH FORK WATER BOARD SUNSET EMPIRE PARK AND RECREATION SPRINGFIELD UTILITY BOARD Tillamook Urban Renewal Agency Netarts Water District Boardman Rural Fire Protection District

Account Type: Independent Special District (45 records)

Silverton Fire District Lewis and Clark Rural Fire Protection District Rainbow Water District Illinois Valley Fire District 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 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 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 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 (139 records)

City of Monmouth / Public Works McMinnville Police Department Brookings Fire / Rescue City of Veneta CITY OF DAMASCUS Hermiston Fire & Emergency Svcs CEDAR MILL COMMUNITY LIBRARY CITY OF LAKE OSWEGO EUGENE WATER & ELECTRIC BOARD 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 HOUSING AUTHORITY OF THE CITY OF SALEM **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** 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** City of Dayton

City of Monmouth **City of Philomath** City of Sheridan Seaside Public Library City of Yoncalla La Grande Police Department Cove City Hall Woodburn City Of 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 Cornelius, OR **Toledo Police Department** City of Independence 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 City of Ontario City of Corvallis Parks and Recreation North Lincoln Fire & Rescue #1 City of Harrisburg **Gladstone Public Library** CITY OF LINCOLN CITY City of Milton-Freewater **City of Forest Grove City Govrnment** City of Mt. Angel

Account Type: County Special District (29 records)

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 HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY CENTRAL OREGON IRRIGATION DISTRICT MARION COUNTY FIRE DISTRCT #1 COLUMBIA RIVER PUD SANDY FIRE DISTRICT NO. 72 **BAY AREA HOSPITAL DISTRICT** NEAH KAH NIE WATER DISTRICT PORT OF UMPOUA 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

Account Type: Community College (15 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 COMMUNITY COLLEGE ASSOCIATION Oregon Coast Community College Clatsop Community College

Account Type: State Agency (37 records)

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 Tradeswomen Oregon Convention Center** OREGON SCHL BRDS ASSOCIAT OREGON DEPARTMENT OF HUMAN SERVICES CARE OREGON

Central Oregon Home Health and Hos Oregon Health Care Quality Cor Opta Oregon Permit Technician Training & Employment BIENESTAR, INC. State of Oregon - Department of Administrative Services Aging and People with Disabilities Procurement Services/DAS STATE OF OREGON

Account Type: Consolidated City/County (2 records)

City of Carlton

City of Pendleton Convention Center

Account Type: Federal (6 records)

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 (6 records)

Coquille Indian Housing Authority HOUSING AUTHORITY OF PORTLAND NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY MARION COUNTY HOUSING AUTHORITY Housing Authority of Yamhill County The Housing Authority of the County of Umatilla

FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

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

In addition, Contractor agrees to the following specific provisions:

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

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

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

a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("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 contactor purchases ownership with grant support.

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

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

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 B - 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
cknowledgement of Addenda	

I/We acknowledge receipt of the following Addenda:

No. _____, Dated _____ No. _____, Dated _____

No. _____, Dated _____

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 contendre to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1977, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the <u>Annotated Code of Maryland</u> or under the laws of any state or federal government.

3. (State *"none"* or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any.)

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

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

Signature

Witness

Date

410.638.4080

Cost Proposal

Group	ser may add additional categories, if necessary <u>A</u> Education	
1)	General Supplies	% off of catalog price
2)	Chemicals	% off of catalog price
3)	Specimens	% off of catalog price
4)	Equipment & Lab Furniture	% off of catalog price
5)	Exclusions	
<u>Group</u> Comm	<u>B</u> unity College	
1)	General Supplies	% off of catalog price
2)	Chemicals	% off of catalog price
3)	Specimens	% off of catalog price
4)	Equipment & Lab Furniture	% off of catalog price
5)	Exclusions	
<u>Group</u> Highei	<u>C</u> Education	
1)	General Supplies	% off of catalog price
2)	Chemicals	% off of catalog price
3)	Specimens	% off of catalog price
4)	Equipment & Lab Furniture	% off of catalog price
5)	Exclusions	
Compa	any Name	
Repres	sentative Signature	

	A	В	С	D	E	F	G	Н				
	SCIENCE/LABWARE SUPPLIES AND EQ	-		OLLEGES,	HIGHER	EDUCATION	N AND OTH	ER PUBLIC				
1			GENCIES									
2		RFF	P # 15-JL-12									
3		Exhibit 1 Market Basket (Excel Version)										
4		K-12 Mai	rket Basket Item	s								
5	Products	Description of Product Offered (If Offering Equivalent)	Product No.	List Price	% Discount	Discounted Price	Usage	Extended Price				
6	DUAL HAND LENS - Magnifiers, Dual Hand; 3x and 5x;0.75 and 1.5 in. diameter lens; Grades K+						24,000					
7	PLASTIC MAGNIFIER 3X/6X - Length: 4.5 in. (11cm); Magnification: 3X, 6X; Diameter: 50mm (3X lens); 20mm (6X lens)						20,500					
8	STACKABLE BATTERY HOLDERS - Holder, Battery; EISCO; Stackable; Link together in parallel or series; Extends capacity or voltage; Supplied singl						4,000					
9	RAINBOW SAFETY GOGGLES 6/PK - Sized just right for students and adjustable for adults; Set of six pairs of goggles in three bright, translucent colors (red, blue and green)						4,000					
10	SOIL POTTING 5 LB.						3,200					
11	STEREO SCOPE 2X 4X CRDLS - Microscopes, Stereo; Inclined heads rotate to 360°; Pole-mounted head to view large objects; Objectives: 2X, 4X; Dual LED; Rack/pinion focusing; Incl. eye cups, stage clips, frosted, b/w stage plates, cover						2,000					

	А	В	C	D	E	F	G	Н
5	Products	Description of Product Offered (If Offering Equivalent)	Product No.	List Price	% Discount	Discounted Price	Usage	Extended Price
	STAR FINDER - Luminous Star Finder, Complete instructions are enclosed with the finder in addition to tables that list planet location						1,500	
13	SHEEP BRAIN W/O HYPOPHYSIS - Specimen, Preserved						1,400	
	METRIC/IMPERIAL RULER - Ruler, Metric/Imperial; SI Metric; One edge has cm and mm measurements, the other has imperial markings						1,400	
	OWL PELLETS 15/PKOWL PELLETS - Pellet, Barn Owl; Pellets Inc; Large; From natural nesting and roosting sites; Average size: 2.5 to 3.5 in. long; Heat sterilized; Individually wrapped in foil to ensure quality; 15/pk.						1,200	
16	ULTRAFLEX RULER 12IN/30CM - Ruler, SAFE-T; Twist and bend; Transparent plastic; 12 in. / 30 cm; Colors vary; Grades 1-8						1,200	
	ALLIGATOR TEST LEADS 10/PK - Set, Test Lead; MCM Electronics; w/Alligator clips; Ten 61cm leads; Two each yellow, green, black and red; 10/Pk.						1,000	
	6 INCH SHATTERPROOF RULER - Ruler, Pocket; SI Metric; Clear; Shatterproof; Calibrated in inches on one edge and mm on the other; Length: 6 in.; 1 Ea.						1,000	

	A	В	С	D	E	F	G	Н
5	Products	Description of Product Offered (If Offering Equivalent)	Product No.	List Price	% Discount	Discounted Price	Usage	Extended Price
	JUNIOR RULER - Ruler, Junior; SI Metric; With fine calibrations for more exacting work; Calibrated in 0.5cm with numbering at each centimeter on one edge; Calibrated in mm on the other edge						1,000	
	RING MAGNET - Magnet, Ring; Unpainted; Ceramic; O.D.: 1.14 in. (2.9cm); I.D.: 0.39 in. (1cm); Thickness: 0.25 in. (0.64cm)						1,000	
21	EARTHWORM 10+IN PLAIN 10PK - Specimen, Preserved; Earthworm; Lumbricus terrestris; Annelida-Segmented Worms, Oligochaeta; Garden variety night crawlers; complete intact specimens w/clitellum; Bio- Fresh. 10 in., large, plain						1,000	
22	SHARK 27IN+ PLAIN - Specimen, Preserved; Dogfish shark; 27 in.+ ; No injection						800	
	POTTING SOIL- 4 LB BAG - Soil, Potting; GSC International; Pre-measured; Convenient bags; 4 lb. bags						800	
	BLUE APRON SMALL - Apron; PVC; Reusable, blue apron with cotton ties at the waist and neck; Size: Small (27 x 36 in.)						800	
	GAS LIGHTER EA - Lighter, Gas; Hooded lighter is safe and economical; Hood traps gas, and protects lighting file						800	
26	HOT-HAND PROTECTOR - Gloves; Temperature resistant; Hot-Hand protector; Rubber; High-visibility red; Withstands temperatures up to 260°C or cold objects down to -57°C						600	

	А	В	С	D	E	F	G	Н
5	Products	Description of Product Offered (If Offering Equivalent)	Product No.	List Price	% Discount	Discounted Price	Usage	Extended Price
27	POTTING SOIL 8 CUPS POTTING SOIL						600	
28	PETRI DISH, 90MM X 15MM, PK/10 - Petri dish; Disposablel; Sterilized dish offers optical clarity, strength; 90mm x 15mm; Pk./10						600	
	SCISSORS STRGHT OPERATNG 5.5IN - Scissors, Surgical; Medco; Straight operating; Closed-shank; Stainless steel; One sharp/one blunt tip; 5.5 in.						600	
30	PVC APRON 27 X 36 IN - Apron, PVC; Transparent; Reusable, transparent PVC apron; Cotton ties at the waist; Size: 27 x 36 in.						600	
31	WEIGHT HANGER SS - Hanger, Weight; Troemner; Calibrated to 50g; Accessory for stainless steel slotted weight set						600	
32	FB GLV VINYL EXAM PF MD 100/PK - Gloves, Exam; Vinyl; Powder-Free; Nonsterile; Medical-grade; Smooth finish; Ambidextrous; Exceed FDA minimum requirements; Size: Medium						600	
33	15IN MINK XX INJ - Specimen, Preserved; 15 in. Mink Xx Inj						500	
34	MAGNIFYING GLASS - Magnifier, Reading Glass; EISCO USA; Metal frame with bakelite handle; Chrome plated; Packed in cardboard box; Dia., 2.0 in. (50mm); Focal length, 0.5 in. (12cm); Magnification, 3x						500	

	А	В	С	D	E	F	G	Н
5	Products	Description of Product Offered (If Offering Equivalent)	Product No.	List Price	% Discount	Discounted Price	Usage	Extended Price
35	DC MOTOR 0.5V - Motors and Generators; DC Motor; Simple, compact; American Educational Products; Use with One-Hand Generator; Runs on 4.5V or 6.0V DC current; Lead wires inc.; Provides the ideal power source for classroom electrical and construction						500	
36	6 INCH CLEAR RULER - Ruler; Pocket; SI Metric; Clear; Calibrated in inches on one edge and mm on the other; Length: 6 in.						500	
37	CLEARVIEW PROTRACTOR 6 - Protractor, Plastic; SI Metric; Clearview; Transparent; 180 ° shatterproof w/slotted separation; Built in metric ruler; Upper scale reads left-opening angles, lower reads right-opening						500	
38	FRICTION CUBE - Cube, Friction; Show how frictional characteristics affect force required to move a stationary body; Wood made; Four surfaces: Sandpaper, Vinyl, Paper, Wood; Single Hook for towing against inclined panes/surfaces; Size: 2 in.						500	
39	BURNER TUBING CLOTH COVERED 4' - Tubing, Burner; Cloth-covered, flexible rubber tubing; Heavy rubber connection on each end firmly attaches to fitting; 4 ft. (121.9cm)						500	
40	NUTRIENT AGAR PLATE 10/PKNUTR - Media, Cell Culture; Nutrient Agar; Supplied in disposable plastic Petri dishes 100mm O.D. x 15mmH; Ready to use; Sterile						500	

	А	В	C	D	E	F	G	Н
5	Products	Description of Product Offered (If Offering Equivalent)	Product No.	List Price	% Discount	Discounted Price	Usage	Extended Price
	LIMESTONE COMPACT 10/PKLIMEST - Specimen, Rock; Sedimentary; Limestone, compact, pink to gray; Pack of 10						500	
42	SHEEP BRAIN FULLY EXTRACTED - Specimen, Preserved						400	
43	GLASS STREAK PLATES PK10 - Plates, Streak; Glass; For mineral identification						400	
	BAR MAGNETS W KEEPERS 2/PK - Magnet, Bar; Eisco; Stamped polarity; Boxed; For classroom experiments; Painted red and blue; 3.9 x 0.79 x 0.23 in. (10 x 2 x 0.6cm); 2/Pk.						400	
45	CAT 18IN+XXX INJ FORM FREE - Specimen, Preserved; Cat; Fisher-Free; 18+ in.; Triple Injection						400	
46	PORTABLE 500GX0.1G - Balance, Portable; LCD Screen; Linearity: +/-0.1g; Weighing modes: Grams, Newtons; Full tare; Capacity: 500g; Readability: 0.1g; Pan: Round, 120mm dia.						400	
47	WATER CYCLE MODEL SET EACH						300	
48	HYD PEROXIDE 30% - 35% 500ML						300	
	BASIC 3 STER SCOPE 2X 4X - Microscopes, Stereo; Binocular; Inclined heads rotate to 360 °; Pole-mounted head to view large objects; Dual illumination; Rack/pinion focusing; W/Halogen Lamp type; 20X, 40X magnification						300	

	A	В	С	D	E	F	G	Н
5	Products	Description of Product Offered (If Offering Equivalent)	Product No.	List Price	% Discount	Discounted Price	Usage	Extended Price
	SCOUT PRO 120GX.001G - Balances, Electronic Toploading; Ohaus Scout Pro; Capacity: 120g; Readability: 0.001g; Repeatability: 0.003g; Linearity: ±0.003g; Pan Size 9.1cm; Modes include g, N, oz., Parts Count; LCD Display; 110V, 4 AA Battery Operated						300	
51	SNP CIRC. ELEM ED KIT - Snap Circuits Educational Series, Model SC-100R, over 100 experiments						300	
52	LADYBUG LAND - Ladybug Land; Insect Lore; W/Certificate; Habitat, magnifier dome cap, instructions, mail-in certificate for 15-20 larvae and special food; 10L x 7.5W x 8 in. H; Redemption fee applied when certificate mailed in; postage/handling fee reqd.						300	
	FSE PORTABLE 150GX.01G - Balance, Portable; LCD Screen; Linearity: +/-0.1g; Weighing modes: grams, Newtons; Full tare; Capacity: 150g; Readability: 0.01g; Pan: Round, 120mm dia.						300	
54	FSE PORTABLE 300GX 0.1G - alance, Portable; LCD Screen; Linearity: +/-0.1g; Weighing modes: grams, Newtons; Full tare; Capacity: 300g; Readability: 0.1g; Pan: Round, 120mm dia						300	
55								
56	K-12 Totals						85,700	
57			l		· · · · · · · · · · · · · · · · · · ·			
58								

	А	В	С	D	E	F	G	Н
5	Products	Description of Product Offered (If Offering Equivalent)	Product No.	List Price	% Discount	Discounted Price	Usage	Extended Price
59		Community Colle	ege Market Bask	et Items				
60	Products	Description of Product Offered (If Offering Equivalent)	Product No.	List Price	% Discount	Discounted Price	Usage	Extended Price
61	Scalpel Handle, Economy, No. 4, Stainless Steel, Uses Blades No. 20-25 - Stainless-steel handles with satin finish. Scalpel Handle No. 4 accepts blades No. 20, 21, 22, 23, 24, and 25.						400	
62	Column, Distillation; Jacketed; With a outer joint at top and a inner drip joint at bottom; No.: 7; Hose Connection: No. 1; Joints: 19/22; Column height: 200mm						200	
63	SEP BASE FUNNEL 125ML - 14/20						200	
64	Adapter, Distillation; Claisen; Bantam-Ware; 2 inlets; ST Joint: 14/20; H x W: 113 x 69mm						200	
	Adapters, Distillation; Connecting; For use in atmospheric or vacuum distillations; 14/20 joints; 105mm height x 55mm width						200	
66	Condenser, West; Medium length joints; 14/20 joints; 110mm jacket length; 45cm2 condensing area; #1 hose connections; 190mm height						200	
67	Blood Test Cards - Quality cards for blood typing with printed guide on surface for foolproof reagent placement and mixing. Box of 100.						200	

	А	В	С	D	E	F	G	Н
5	Products	Description of Product Offered (If Offering Equivalent)	Product No.	List Price	% Discount	Discounted Price	Usage	Extended Price
68	Column, Distillation; Jacketed; With a outer joint at top and a inner drip joint at bottom; No.: 7; Hose Connection: No. 1; Joints: 14/20; Column height: 110mm						200	
69	Gloves, Examination; Vinyl; Powder-free; Latex-free; Non sterile; Smooth finish; Durable; Ambidextrous; With beaded cuff; For medical use; Length: 9.5 in. (24.1cm); 5.0mil thickness; X-Large; Clear						100	
70	Gloves, Exam; Nitrile; Powder-free; Ambidextrous, Nonsterile; Mint green color; Beaded cuff, Medically approved 510K; Meets ASTM standards; Aloe coating inside glove; Length: 9.5 in.; Wall thickness: 5.6mm thick; Small						100	
71	Dish, Petri; Slippable, beveled ridge; 100 x 15mm; Polystyrene; Redesigned packaging (outer carton, strong polymer vacuum sealed sleeves) prevent scuffing and breakage; Inner sleeves feature easy-open tear notch and lot number						100	
72	Media, Culture; BD; Difco; Dehydrated;Starch Agar; For starch hydrolysis test; 500g						100	
73	Package, EnteroPluri Test; BD; 12 sector w/special culture media; For detection of Enterobacteriaceae, other gram negative and oxidase negative bacteria; Disposable; Non clinical samples; 25 tests						100	
74	Slide, Microscope; Frosted at one end; 3 x 1 in. (76 x 25.4mm); 144/Pk.; 10Pk./Cs.						100	

	А	В	С	D	E	F	G	Н
5	Products	Description of Product Offered (If Offering Equivalent)	Product No.	List Price	% Discount	Discounted Price	Usage	Extended Price
75	Dish, Petri; Slippable, beveled ridge; 100 x 15mm; Polystyrene; Redesigned packaging (outer carton, strong polymer vacuum sealed sleeves) prevent scuffing and breakage; Inner sleeves feature easy-open tear notch and lot number						100	
76	Labels, Controlled Environment; Write-On Label Tape; Colored paper with rubber resin adhesive resists moisture and most solvents; Autoclaveable; .75 in. W x 60 yd. L; 3 in. core; White; 4/pk.						100	
77	Cell, Cylindrical; With near-UV glass windows; Lightpath: 50mm; Capacity: 16mL; Two stopper; 22mm dia.; 2/pk. f						100	
78	Coat, Laboratory; Disposable; Five-snap; No pockets; Open wrists; Lightweight; Limited splash protection; Knee length; Full sleeves; Large; White						20	
79	Applicator; Cotton tip; Wood shaft; Sterile; 6 in.; 1 per envelope; 1000/cs.						20	
80	Prep pad; alcohol; Two-ply,nonwoven sponges; 1.1 x 2.6 in.; 200/Pk.						20	
81	Wiper, General-Purpose; Kimwipes; For delicate tasks; Nonabrasive, soft, low lint cellulose fibers; Single wiper dispenser; White; 1-ply; 4.4 x 8.4 in. (11.2 x 21.3cm)						20	
82	Tube, Gas detector; Oxygen; Direct reading from scale; Range: 1.5 to 24% V; Calibration: std. gas cylinder method; Operating temp.: 0 to 40deg.C; Color change: black to white						20	

	А	В	С	D	E	F	G	Н
5	Products	Description of Product Offered (If Offering Equivalent)	Product No.	List Price	% Discount	Discounted Price	Usage	Extended Price
83	Tube, Gas Detector; Carbon dioxide; Direct reading from scale; Measuring range: 5 to 50% v; 1/2 pump stroke; Calibration: std. gas cylinder method; Detectable limit: 1%; Operating temp.: 0 to 40deg.C; White to purple; 10/pk.						20	
84	Tube, Gas detector; Nitrogen oxides; Direct reading from scale; Range: 0.5-30ppm; Calibration: Std. gas/permeation tube method; Detectable limit: 0.02ppm; Operating temp.: 0 to 40deg.C; Color change: white to pale purple						20	
	Metric Rule - Designed with molded-in handles and hot-stamped, easy-to-read markings that will not wear off. Both edges are calibrated in millimeters with one edge numbered in centimeters and the other numbered in millimeters.						20	
86				•	•			
87	Community College Totals						2,860	
88				1	1			

Attachment B Prospective Bidder List



Harford County Public Schools Purchasing Department RFP Notification List

Bid/RFP #:	RFP #15-JL-12
Bid Title:	Science/Labware Supplies and Equipment for K-12, Community College, Higher Education and
	Other Public Agencies
Opening Date:	February 19, 2019

	Bid Noti	<u>ces</u>	
Vendor	Name	E-Mail Address	Date
Flinn Science	Jim Nesbit	jnesbit@flinnsci.com	1/6/2015
School Specialty	Paul Glodek	Paul.Glodek@schoolspecialty.com	1/6/2015
VWR	Jack Falkenhagen and Jay Hexamer	Jack.falkenhagan@vwr.com and Jay_Hexarner@vwr.com	1/6/2015
Pasco		montgomery@pasco.com	1/6/2015
Lab Depot Inc	John Seelka	johnseelke@labdepotinc.com	1/6/2015
Carolina	George Ross	George.ross@carolina.com	1/6/2015
Thomas Science	Charles Simmons	charless@thomassci.com	1/6/2015
Leica Microscope	Lynn Lucht	Lynn.lucht@imillermicroscopes.com	1/7/2015
Museum of Science		eie@museumofscience.org	1/13/2015

Comments:

HARFORD COUNTY PUBLIC SCHOOLS PURCHASING BID REPORT

Bid #:	15-JL-12				
Bid Title:	Science/Labware Supplies and Equipment for K-12, Community College, Higher Education and other Public Agencies				
Date of Bid Opening:	February 19, 2015				
Date of Bid Advertisement:	January 06, 2015				
Advertising Method:	HCPS Website, US Communities Website; eMaryland Marketplace				

DESCRIPTION OF BID:

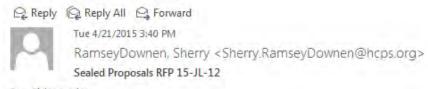
Comprehensive selection of K-12 and college level science supplies and equipment including labware, science supplies, chemicals, specimens, furniture and related equipment and a broad selection of other science related products including teaching tools and science kits.

	n
BID TABULATION	
	CONTRACT AWARDED TO:
BIDDERS	Fisher Science Education
Fisher Science Education	
BIO Corporation (Not considered – Late Submission)	
	ESTIMATED VALUE OF CONTRACT:
	\$123,000 annually estimated
·	
Contract Terms: <u>3 years + 2 years + 2 years</u>	
Contract Start Date: July 1, 2015	
METHOD OF AWARD: Individual Items Group X Total Bid	
APPROVALS:	
BUYER: Jeffing Labor 4-8-15- Signature Date	
SUPERVISOR OF PURCHASING: Jeffry Loand 4-8- Signature Date	<u>·15</u>

Attachment C Scoring Summary

						FISHER	SCIENCE							
	Tabs: A Qualifications and experience Narrative (25 pts) weighted	Tab B Company (10 pts)	Tab C Distribution (10 pts) Marketing (10 pts) (20 pts Total)	Tab D Products and Services (10 pts)	Tab E Quality (10 pts)	Tab F Administration (10 pts)	Tab G Financial Statements (10 pts)	Tab H National Staffing Plan (10 pts)	Tab J Submission of References (10 pts)	Tab K Additional Information (5)	Supplier Worksheet (20 pts) weighted	Administratio n Agreement PASS/FAIL	Required Materials Y/N	Total Points
David Nara	20	10	18	10	10	10	10	8	Scored not Factored	0	20	Pass	Y	122
Linda Kammerer	20	8	20	9	10	10	9	10	Scored not Factored	4	20	Pass	Y	130
Barbara Regalia	25	10	20	10	10	10	10	10	Scored not Factored	5	20	Pass	Y	138
Sherry Ramsey Downen	21	10	19	9	10	10	10	8	Scored not Factored	2	20	Pass	Y	128
		•												
AVERAGE	21.5	9.5	19.25	9.5	10	10	9.75	9	Scored not Factored	2.75	20			129.5

Attachment D Letter from Lead Public Agency



To Phil Letendre

Phil-

Please accept this e-mail as confirmation that all proposals received in response to RFP 15-JL-12 Science Supplies and Equipment were stamped, sealed and stored unopened until the submittal time and day passed.

Thank you,

Sherry Ramsey Downen

Procurement Specialist



Attachment E Posting Documents

ONVIA Account Manager: SalesForce Administrator Melissa Miksch, Onvia [Help & Support] Туре: RFP/RFI/RFQ View Map Project Name: Science/Labware Supplies and Equipment for K-12, Community Colleges, Higher Education and Other Print This **Public Agencies** Agency: Harford County Public Schools 🔀 <u>Send This</u> Location: Bel Air, MD 21014 Level Of Government: County Submittal/Due Date: 2/19/2015 2:30 PM Due in 43 days Agency Bid #: 15-JL-12 Publication Date: 1/06/2015 Last Updated Date: 1/06/2015 Onvia Reference #: RFP:30524767 Specifications Description: Proposal Due 2/19/2015 Proposal Due Time 2:30 PM Direct All Inquiries to: Jeff LaPorta, CPPB Name Science/Labware Supplies and Equipment for K-12, Community Colleges, Higher Education and Other Public Agencies An excel version of the Market Basket can be obtained by e-mailing Sherry.RamseyDownen@hcps.org. **Project Documents:** <u>15-JL-012 - RFP Science-Labwar...</u> **Bid/Proposal Form** Products and Services: Primary: Laboratory supplies Also Contains: Decommissioning services, Architecture and engineering services, Building renovation services, Building maintenance services, Building design services Structure Types: Universities, Churches Categories: Laboratory Equipment and Supplies Instructional Materials **Educational Products** Landscaping, Park and Recreation Equipment and Supplies **Protective Clothing** Office and School Supplies **Disposable Clothing** Medical and Laboratory Apparel Electrical Equipment, Wiring and Lighting Supplies Medical Equipment and Supplies Requirements Bonding Requirements: 5% **Contract Details** Contract Term: 1 year Agency Contact Buyer: Jeffrey LaPorta Buyer Job Title: Purchasing Agent II Buyer Department: Purchasing Buyer Address: 102 South Hickory Avenue Bel Air, Maryland 21014

Buyer Email:

jeff.laporta@hcps.org

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Melissa Miksch, Onvia

Buyer Phone: Buyer Fax: Agency: Owner Address:

Owner Phone:

Owner Website:

p: (410) 638-4083 f: (410) 638-4304 Harford County Public Schools 102 South Hickory Avenue Bel Air, Maryland 21014 p: (410) 838-7300 http://www.hcps.org

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Account Manager: <u>SalesForce Administrator</u> [Help & Support]

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Science/Labware Supplies and Equipment

Disclaimer

Header	
Reference Number	316902
Solicitation Number	15-JL-12
Organization Name	U.S. Communities
Source ID	PU.MU.USA.457357.C50448
Associated Components	Yes
Dates	
Published	
Revised	
Closing	2015-02-19 02:30 PM Eastern Standard Time EST
Details	
Details	
Category	Scientific Instruments
GSINS	N6640: LABORATORY EQUIPMENT AND SUPPLIES
Region of Delivery	Canada
Region of Opportunity	Canada
Agreement Type	None
Tender Type	Request for Proposal (RFP)
Estimated Value	\$50,000,001 - \$100,000,000
Solicitation Method	Open
Notice Description	
Science/Labware Supplies and E	quipment

Harford County Public Schools, MD (the "Lead Public Agency"), on behalf of U.S. Communities Government

Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Science-Labware Supplies and Equipment. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:30 PM local time on February 19, 2015. Additional information may be found at: www.hcps.org.

Contact(s)

Name	Mary Pelfrey
Address	2999 Oak Road Suite 710
City	Walnut Creek
State / Province	CA
Country	United States
Postal Code	94597
Phone	704-564-0320
Fax	803-547-5361
Email	mpelfrey@uscommunities.org
Website URL	http://www.uscommunities.org

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Note: Web site links will be displayed when available. If you click a web site link, you will be connected to another web site. Your MERX session will timeout after 20 minutes of inactivity. Should this occur, please return to the MERX home page and log in to MERX again.

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921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810 (503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH -- ss.

I, Marc Caplan, being first duly sworn, depose and say that I am a Public Notice Manager of the Daily Journal of Commerce, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Science-Labware Supplies and Equipment RFP 15-JL-12 Harford County Public Schools, MD; Bid Location Harford County; Due 02/19/2015 at 02:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 7 time(s) in the following issues:

1/12/2015 1/23/2015 1/14/2015 1/26/2015 1/16/2015 1/28/2015 1/21/2015

State of Oregon County of Multnomah

> SIGNED OR ATTESTED BEFORE ME ON THE 28th DAY OF January, 2015

Mare Caplan

Notary Public-State of Oregon

HARFORD COUNTY PUBLIC SCHOOLS, MD SCIENCE LABWARE SUPPLIES AND EQUIPMENT Proposals due 2:30 pm, Feb. 19 REQUEST FOR PROPOSALS BEP 15-11-12

AND EQUIPMENT Proposals due 2:30 pm, Feb. 19 REQUEST FOR PROPOSALS RFP 15-JL-12 Harford County Public Schools, MD (the "Lead Public Agency"), on behalf of U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Science-Labware Supplies and Equipment. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:30 PM local time on February 19, 2015. Additional information may be found at: www.hcps.org. Published Jan. 12, 14, 16, 21, 23, 26 & 28, 2015.

10665632

Order No.: 10665632 Client Reference No:

Mary Pelfrey U.S. Communities 9124 Drayton Ln Fort Mill, SC 29707-5848

AFFIDAVIT OF PUBLICATION

IN THE MATTER OF HTH

RFP 15-JL-12 for Science-Labware Supplies and Equipment

ł

TATE OF HAWAII	} } SS.	
ity and County of Honolulu	1	
Doc. Date:	JAN 1 9 2015	# Pages: 1
Notary Name: Patricia	K. Reese	First Judicial Circuit
Doc. Description:	Affidavit of	NOTARY
Publication		THERE A K. REE
6 - 11	/	NOTARY PUBLIC
/ Turin K. R.	JAN 1 9 2015	Comm. No. 86-467
Notary Signature	Date	86-467
1 11		ATE OF HANNING

<u>Julie Clark</u> being duly sworn, deposes and says that she is a clerk, duly authorized to execute this affidavit of Oahu Publications, Inc. publisher of The Honolulu Star-Advertiser and MidWeek, that said newspapers are newspapers of general circulation in the State of Hawaii, and that the attached notice is true notice as was published in the aforementioned newspapers as follows:

Honolulu Star-Advertiser 0 times on:

dweek Wed. 0 times on: Hawaii' Th' Wink Herald Midweek Wed. T times on: 1/12, 1113, 1114, 1115, 1/16, 1/17, 1/18/15

And that affiant is not a party to or in any way interested in the above entitled matter.

ne

Julie Clark

Subscribed to and sworn before me this 19th day

Jun. A.D. 20 15 of

Patricia K. Reese, Notary Public of the First Judicial Circuit, State of Hawaii

My commission expires: Oct 07, 2018

Ad # 0000709063



L.N. SP.NO .:

RFP 15-JL-12 for Science-Labware Supplies and Equipment

Harford County Public Schools, MD (the "Lead Public Agency"), on behalf of U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Science-Labware Supplies and Equipment. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & instructions to Bidders. Proposals are due no later than 2:30 PM local time on February 19, 2015. Additional information may be found at: www.hcps.org. (HTH709063 1/12, 1/13, 1/14, 1/15, 1/16, 1/17, 1/18/15)



Departments



📡 Page Tools

Purchasing

Our commitment to our customers: Service......Savings......Satisfaction

The mission of the Purchasing Department of Harford County Public Schools is to provide professional, value-added procurement and material management services, using effective, innovative processes that result in continuous customer satisfaction, while maintaining public trust with the assurance that each dollar expended will be used in the most efficient manner. In this spirit, free and open competition, and equal opportunity for all qualified vendors is promised.

How do I contact the Purchasing Department?

Purchasing Department:	Forest Hill Distribution Center:
102 South Hickory Avenue Bel Air, MD 21014 Phone: (410) 638-4080 Fax: (410) 638-4304 Directions: MAPOVEST.	101 Industry Lane Forest Hill, MD 21050 Phone: (410) 638-4136 <u>Directions</u> : MAPSUEST
Purchasing Staff	Distribution Center Staff Listing

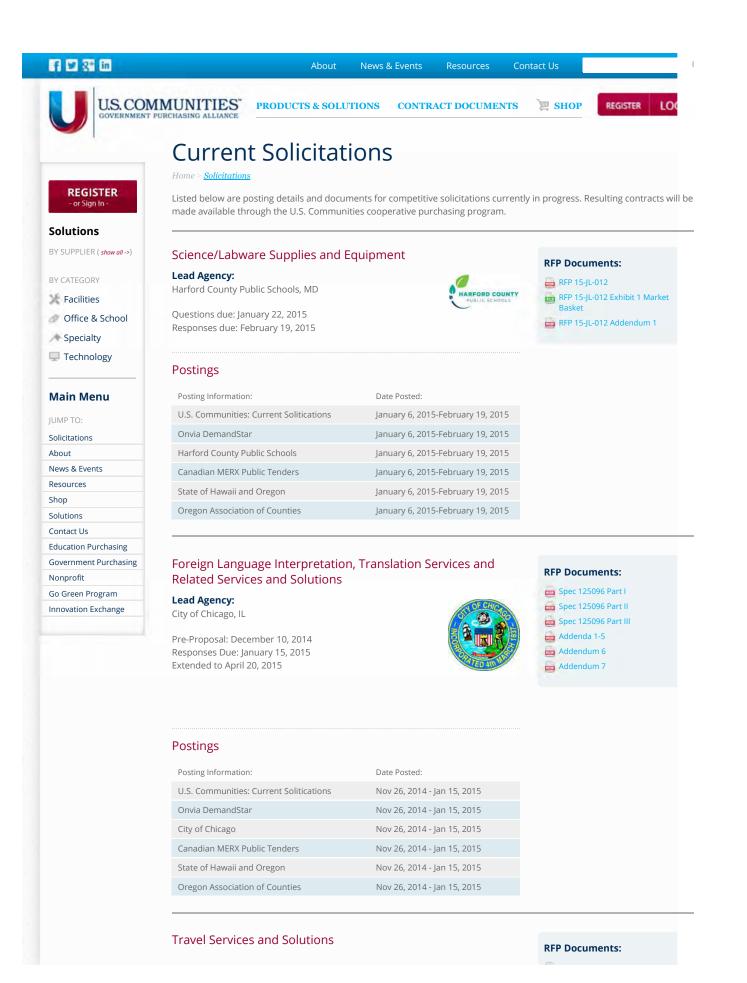
Purchasing Information Affiliations Invitation to Bid RFP's Awards News and Events

Proposal Proposal Due Di Due Time		Direct All Inquiries	News					
		to:	Name					
2/19/2015	2:30 PM	Jeff LaPorta, CPPB	Science/Labware Supplies and Equipment for K-12, Community Colleges, Higher Education and Other Public Agencies					
			An excel version of the Market Basket can be obtained by e-mailing Sherry.RamseyDownen@hcps.org.					
2/23/2015	2:30 PM Local Time	Sam Carnucci, Jr., CPPB	15-SCS-013 Title I Educational Services for Eligible Non-Public School Students					
			Pre-Proposal Conference: January 20, 2015 - 10:00 am local time					
			Addendum 1: 1/22/2015					

Certified Minority Business Enterprises are encouraged to respond to this solicitation notice. Construction projects estimated to cost in excess of \$50,000 must adhere to the Minority Business Enterprise Procedure applicable to all public school construction projects.

Anti-discrimination Statement

The Harford County Public School System does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, or disability in matters affecting employment or in providing access to programs. Inquiries related to the policies of the Board of Education of Harford County should be directed to the Director of Public Information, 410-588-5213.



http://www.uscommunities.org/solicitations/