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, https://emaryland.buyspeed.com/bs0/

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

HCPS does not discriminate in the choice of 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)

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

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

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

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

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.
Section 2- Scope of Work

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 Offeror's 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.

The following is a checklist of required information:

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<tr>
<td>1</td>
<td>2 Original Technical Proposals, 8 flash drives (pg 5)</td>
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<tr>
<td>2</td>
<td>2 Original Price Proposals, 2 flash drives (pg 5)</td>
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<tr>
<td>3</td>
<td>HCPS Contract Agreement (pg 15)</td>
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<td>4</td>
<td>Supplier Qualification Worksheet (pg 29)</td>
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<td>5</td>
<td>Technical Proposal Requirements Tabs A-K (pg 32-37)</td>
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<td>6</td>
<td>U.S. Communities Administration Agreement - Signed Unaltered (pg 38-49)</td>
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<td>7</td>
<td>Submission Signature Sheet (pg 74)</td>
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<td>HCPS Anti-Bribery – Debarment Attestation (pg 75)</td>
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<td>9</td>
<td>Cost Proposal Form (pg 76)</td>
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<td>10</td>
<td>Exhibit 1 – Market Basket Price Proposal Form</td>
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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.
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 EXECUTED THIS AGREEMENT IN THE YEAR AND DAY AS NOTED:
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

by ______________________________________________________________
                      Superintendent of Schools                      Date

by ______________________________________________________________
                      Supervisor of Purchasing                      Date

Attest: _________________________________________________________
                      Date

SUPPLIER:

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

Current U.S. Communities Advisory Board Members

Auburn University, AL          Hennepin County, MN
City and County of Denver, CO  Los Angeles County, CA
City of Chicago, IL           Maricopa County, AZ
City of Houston, TX           Miami-Dade County, FL
City of Kansas City, MO       Nassau BOCES, NY
City of Los Angeles, CA       North Carolina State University, NC
City of San Antonio, TX       Ocean City, NJ
City of Seattle, WA           Orange County, NY
Cobb County, GA               Port of Portland, OR
Denver Public Schools, CO     Prince William County Schools, VA
Emory University, GA          Salem-Keizer School District, OR
Fairfax County, VA            San Diego Unified School District, CA
Fresno Unified School District, CA  State of Iowa
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 (Corporate, Pricing, Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) **Corporate Commitment.**

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

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

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

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

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

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

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

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

(b) **Pricing Commitment.**

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

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

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

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

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

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

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

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

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

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

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in 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) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

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

(i) **Supplier Sales.** Supplier shall be responsible for proactive 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, 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) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

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

(iv) **Participating Public Agency Access.** Supplier shall establish the following communication links to facilitate customer access and communication:
(A) A dedicated U.S. Communities internet web-based homepage containing:

1. U.S. Communities standard logo with Founding Co-Sponsors logos;
2. Copy of original procurement solicitation;
3. Copy of Master Agreement including any amendments;
4. Summary of Products and Services pricing;
5. Electronic link to U.S. Communities’ online registration page; and
6. Other promotional material as requested by U.S. Communities.

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

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

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

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

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. 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.
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 support the resulting U.S. Communities program contract?
   YES____ NO____

G. Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?
   YES____ NO____

H. Does your company maintain records of your overall Participating Public Agencies’ sales that you can and will share with U.S. Communities to monitor program implementation progress?
   YES____ NO____

I. Will your company commit to the following program implementation schedule?
   YES____ NO____

J. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
   YES____ NO____

Submitted by:

(Printed Name) __________________________ (Signature) __________________________

(Title) __________________________ (Date) __________________________
## New Supplier Implementation Checklist

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Target Completion After Award</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. First Conference Call</strong></td>
<td>One Week</td>
</tr>
<tr>
<td>Discuss expectations</td>
<td></td>
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<tr>
<td>Establish initial contact people &amp; roles</td>
<td></td>
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<tr>
<td>Outline kickoff plan</td>
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<tr>
<td>Establish WebEx training date</td>
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<tr>
<td><strong>2. Second Conference Call</strong></td>
<td>One Week</td>
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<tr>
<td>Review Contract Commitments</td>
<td></td>
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<tr>
<td><strong>3. Executed Legal Documents</strong></td>
<td>One Week</td>
</tr>
<tr>
<td>U.S. Communities Administration Agreement</td>
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<tr>
<td>Lead Public Agency agreement signed</td>
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<tr>
<td><strong>4. Supplier Login Established</strong></td>
<td>One Week</td>
</tr>
<tr>
<td>Complete Supplier Set Up form</td>
<td></td>
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<tr>
<td>Complete user account &amp; user ID form</td>
<td></td>
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<tr>
<td><strong>5. Initial Sr. Management Meeting</strong></td>
<td>Two Weeks</td>
</tr>
<tr>
<td>Implementation Process Progress</td>
<td></td>
</tr>
<tr>
<td>U.S. Communities &amp; Supplier Organizational Overview</td>
<td></td>
</tr>
<tr>
<td>Supplier Manager to review and further discuss commitments</td>
<td></td>
</tr>
<tr>
<td><strong>6. Initial National Account Manager (NAM) &amp; Staff Training Meetings</strong></td>
<td>Two Weeks</td>
</tr>
<tr>
<td>Discuss expectations, roles &amp; responsibilities</td>
<td></td>
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<tr>
<td>Introduce and review web-based tools</td>
<td></td>
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<tr>
<td>Review process &amp; expectations with NAM and lead referral person</td>
<td></td>
</tr>
<tr>
<td><strong>7. Review Top Joint Target Opportunities</strong></td>
<td>Four Weeks</td>
</tr>
<tr>
<td>Top 10 local contracts</td>
<td></td>
</tr>
<tr>
<td>Review top U.S. Communities Participating Public Agencies (PPA)</td>
<td></td>
</tr>
<tr>
<td><strong>8. Program Contact Requirements</strong></td>
<td>One Week</td>
</tr>
<tr>
<td>Supplier contacts communicated to U.S. Communities Staff</td>
<td></td>
</tr>
<tr>
<td>Dedicated email</td>
<td></td>
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<tr>
<td>Dedicated toll free number</td>
<td></td>
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<tr>
<td>Dedicated fax number</td>
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<tr>
<td><strong>9. Web Development</strong></td>
<td>One Week</td>
</tr>
<tr>
<td>Initiate IT contact</td>
<td></td>
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<tr>
<td>Initiate E-Commerce Conversation</td>
<td>One Week</td>
</tr>
<tr>
<td>Begin Website construction</td>
<td></td>
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<tr>
<td>Website final edit</td>
<td>Two Weeks</td>
</tr>
<tr>
<td>Product upload to U.S. Communities site</td>
<td>Five Weeks</td>
</tr>
<tr>
<td><strong>10. Sales Training &amp; Roll Out</strong></td>
<td>One Week</td>
</tr>
<tr>
<td>Program Manager (PM) briefing - Coordinate with NAM</td>
<td>Five Weeks</td>
</tr>
<tr>
<td>Initial remote WebEx training for all sales - Coordinate with NAM</td>
<td>Three Weeks</td>
</tr>
<tr>
<td>Establish 90-day face-to-face training plan/strategy session for all sales –with NAM &amp; PM</td>
<td>Two Weeks</td>
</tr>
<tr>
<td>Top 10 metro areas - Coordinate with NAM &amp; PM</td>
<td>Four Weeks</td>
</tr>
<tr>
<td>Initiate contact with Advisory Board (AB) members</td>
<td>Four Weeks</td>
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<tr>
<td>-----------------------------------------------</td>
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</tr>
<tr>
<td><strong>11. Marketing</strong></td>
<td>Six Weeks</td>
</tr>
<tr>
<td>General announcement</td>
<td></td>
</tr>
<tr>
<td>1 Page Summary with Supplier contacts</td>
<td></td>
</tr>
<tr>
<td>Branding of program</td>
<td></td>
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<tr>
<td>Supplier handbook</td>
<td></td>
</tr>
<tr>
<td>Announcement to AB and Sponsors</td>
<td></td>
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</tbody>
</table>
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

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

Example:

<table>
<thead>
<tr>
<th>NUMBER OF SALES REPRESENTATIVES</th>
<th>CITY</th>
<th>STATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>Phoenix</td>
<td>AZ</td>
</tr>
<tr>
<td>6</td>
<td>Tucson</td>
<td>AZ</td>
</tr>
<tr>
<td>10</td>
<td>Los Angeles</td>
<td>CA</td>
</tr>
<tr>
<td>12</td>
<td>San Francisco</td>
<td>CA</td>
</tr>
<tr>
<td>6</td>
<td>San Diego</td>
<td>CA</td>
</tr>
<tr>
<td>5</td>
<td>Sacramento</td>
<td>CA</td>
</tr>
<tr>
<td>3</td>
<td>Fresno</td>
<td>CA</td>
</tr>
<tr>
<td></td>
<td>Etc.</td>
<td>Etc.</td>
</tr>
<tr>
<td><strong>Total: 366</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Segment</th>
<th>2012 Sales</th>
<th>2013 Sales</th>
<th>2014 Sales</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cities</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Counties</td>
<td></td>
<td></td>
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<tr>
<td>K-12 (Public/Private)</td>
<td></td>
<td></td>
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<tr>
<td>Higher Education (Public/Private)</td>
<td></td>
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<tr>
<td>States</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Public Sector and Nonprofits</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Private Sector</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Supplier Sales</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 (eXML, OCI, etc.). Please detail where you have integrated with a public 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 firm's 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 ("Agreement") is made as of ________________, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") and _______________________ ("Supplier").

RECITALS

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

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

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

WHEREAS, U.S. Communities serves 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 Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement.
including, without limitation, Supplier’s obligation to provide insurance and 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, re-
marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such
Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by
Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a
Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made
with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a
Participating Public Agency to (i) comply with procedures or requirements of applicable law, or (ii)
obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S.
Communities makes no representations or guaranties with respect to any minimum purchases required to
be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public
Agency or a Participating Public Agency under 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.S. Communities’ Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to
Public Agencies using resources such as a network of major sponsors including the National League of
Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM),
Association of School Business Officials (ASBO) and National Institute of Governmental Purchasing
(NIGP) (collectively, the “Founding Co-Sponsors”) 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) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier’s sales force as provided herein. Through its staff (each, a “Program Manager” and collectively, the “Program Managers”), U.S. Communities shall 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 Supplier’s Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as “Supplier’s Commitments” and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) Corporate Commitment.

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

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

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

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

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

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

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.
(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state’s request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment**

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

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

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

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

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

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

(iv) **Supplier’s Options in Responding to a Third Party Procurement Solicitation.** While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:
(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

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

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

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

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

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

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

(i) **Supplier Sales.** Supplier shall be responsible for proactive 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) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

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

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

(A) A dedicated U.S. Communities internet web-based homepage containing:

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

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

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

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

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

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

3.4 Breach of Supplier’s Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency’s sole discretion or this Agreement at U.S. Communities’ sole discretion.

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

ARTICLE IV

PRICING AUDITS

4.1 Supplier shall, at Supplier’s sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier’s pricing that is offered to Participating Public Agencies at U.S. Communities’ sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier’s pricing at Supplier’s sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit 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 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, “Administrative Fees”). Supplier’s annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by
wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency’s costs incurred in connection with managing the Master Agreement nationally.

5.2 **Sales Reports.** Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month (“Sales Report”). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. 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 **Exception Reporting/Sales Reports Audits.** U.S. Communities or its designee may, at its sole discretion, compare Supplier’s Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities’ reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities’ trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities’ reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier’s reports. Supplier shall solely be responsible for the cost of the audit 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 **Online Reporting.** 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:

<table>
<thead>
<tr>
<th>Report Name</th>
<th>Follow up with U.S. Communities</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 Qtr Drop Sales Analysis</td>
<td>Financial &amp; Reporting Manager</td>
</tr>
<tr>
<td>Zero States Sales Report</td>
<td>Program Manager</td>
</tr>
<tr>
<td>Registered Agency Without Sales Report</td>
<td>Program Manager</td>
</tr>
</tbody>
</table>

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

**ARTICLE VI**

**MISCELLANEOUS**

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

6.2 **Attorney’s Fees.** 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 **Assignment.**

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

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

6.4 **Notices.** All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.
6.5 **Severability.** If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

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

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

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

6.9 **Governing Law; Arbitration.** This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be
disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

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

[Remainder of Page Intentionally Left Blank – Signatures Follow]
IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By  ______________________________
Name: ______________________________
Title: ______________________________

Supplier:

______________________________

By  ______________________________
Name: ______________________________
Title: ______________________________
## Attachment A

### Sales Report Format

**Appendix B - US (Data Format)**

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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:

Nationwide:

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

Other states:


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<td>AOAO Royal Capitol Plaza</td>
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<tr>
<td>Account Type</td>
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<tr>
<td>College and University</td>
<td>7</td>
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<tr>
<td>Other</td>
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<tr>
<td>City</td>
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<tr>
<td>Community College</td>
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<td>State Agency</td>
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<tr>
<td>Consolidated City/County</td>
<td>2</td>
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<tr>
<td>Federal</td>
<td>2</td>
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<tr>
<td>K-12</td>
<td>212</td>
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<tr>
<td>State</td>
<td>1,166</td>
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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)

ACCOUNT TYPE: Consolidated City/County (2 records)

CITY AND COUNTY OF HONOLULU
La'ie 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
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
GLENADE 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'Etoile 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
DESHUTES 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

**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
Umpqua 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-WILAMETTE 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 MUSEUM 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 MENNONITE BRETHREN CHURCHES
FAITHFUL SAVIOR MINISTRIES
OREGON CITY CHURCH OF THE NAZARENE
OREGON COAST COMMUNITY ACTION
EDUCATION NORTHWEST
COMMUNITY ACTION TEAM, INC.
EUGENE SYMPHONY ASSOCIATION, INC.
STAR OF HOPE ACTIVITY CENTER INC.
SPARC ENTERPRISES
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
SALEM ALLIANCE CHURCH
Lane Council of Governments
FORD FAMILY FOUNDATION
TRAILS CLUB
NEWBERG FRIENDS CHURCH
WOODBURN AREA CHAMBER OF COMMERCE
CONTEMPORARY CRAFTS MUSEUM AND GALLERY
CITY BIBLE CHURCH
OREGON LIONS SIGHT & HEARING FOUNDATION
PORTLAND WOMENS CRISIS LINE
THE SALVATION ARMY - CASCADE DIVISION
WILLAMETTE FAMILY
WHITE BIRD CLINIC
GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
HOUSING NORTHWEST
OREGON ENVIRONMENTAL COUNCIL
MEALS ON WHEELS PEOPLE, INC.
FAITH CENTER
Bob Belloni Ranch, Inc.
GOOD SHEPHERD COMMUNITIES
SACRED HEART CATHOLIC DAUGHTERS
HELP NOW! ADVOCACY CENTER
TENAS ILLAHEE CHILDCARE CENTER
SUNRISE ENTERPRISES
LOOKING GLASS YOUTH AND FAMILY SERVICES
SERENITY LANE
EAST HILL CHURCH
LA GRANDE UNITED METHODIST CHURCH
COAST REHABILITATION SERVICES
Edwards Center Inc
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
NEW HOPE COMMUNITY CHURCH
KLAMATH HOUSING AUTHORITY
QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.
SPONSORS, INC.
COLUMBIA COMMUNITY MENTAL HEALTH
ADDICTIONS RECOVERY CENTER, INC
METRO HOME SAFETY REPAIR PROGRAM
OREGON SUPPORTED LIVING PROGRAM
SOUTH COAST HOSPICE, INC.
ALLFOURONE/CRESTVIEW CONFERENCE CTR.
The International School
REBUILDING TOGETHER - PORTLAND INC.
PENDLETON ACADEMIES
PACIFIC FISHERY MANAGEMENT COUNCIL
DOGS FOR THE DEAF, INC.
PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
EMMAUS CHRISTIAN SCHOOL
DELIGHT VALLEY CHURCH OF CHRIST
SAINT CATHERINE OF SIENA CHURCH
PORT CITY DEVELOPMENT CENTER
VIRGINIA GARCIA MEMORIAL HEALTH CENTER
CENTRAL CITY CONCERN
CANBY FOUR SQUARE CHURCH
EMERALD PUD
VERMONT HILLS FAMILY LIFE CENTER
BENTON HOSPICE SERVICE
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 Children’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 Coalition, 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 WILAMETTE
Mount Angel Abbey
YMCA OF ASHLAND
YMCA OF COLUMBIA-WILAMETTE 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
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
Umpqua 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
University 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
MARYHURST 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 Monmouth | Tillamook County Emergency Communications District |
| City of Philomath | Southern Coos Hospital |
| City of Sheridan | Oregon Cascades West Council of Governments |
| Seaside Public Library | MULTONAH COUNTY DRAINAGE DISTRICT #1 |
| City of Yoncalla | PORT OF BANDON |
| La Grande Police Department | OR INT'L PORT OF COOS BAY |
| Cove City Hall | MID-COLUMBIA CENTER FOR LIVING |
| Woodburn City Of | DESCHUTES COUNTY RFPD NO.2 |
| NW PORTLAND INDIAN HEALTH BOARD | YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT |
| Portland Patrol Services | HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY |
| City Of Bend | CENTRAL OREGON IRRIGATION DISTRICT |
| Rockwood City Of | MARION COUNTY FIRE DISTRICT #1 |
| City Of Coquille | COLUMBIA RIVER PUD |
| City Of Molalla | SANDY FIRE DISTRICT NO. 72 |
| ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT | BAY AREA HOSPITAL DISTRICT |
| City of St. Helens | NEAH KAH NIE WATER DISTRICT |
| City of North Powder | PORT OF UMPQUA |
| City of Cornelius, OR | EAST MULTNOMAH SOIL AND WATER CONSERVANCY |
| Toledo Police Department | Benton Soil & Water Conservation District |
| City of Independence | DESCHUTES PUBLIC LIBRARY SYSTEM |
| City of Baker City | CLEAN WATER SERVICES |
| McMinnville Water & Light | North Douglas County Fire & EMS |
| City of Pendleton Parks & Recreation | Crooked River Ranch Rural Fire Protection District |
| City OF SWEETHOME | PARROTT CREEK CHILD & FAM |
| CITY OF THE DALLES | South Lane County Fire And Rescue |
| Clackamas Fire Dist#1 | **Account Type: County Special District (29 records)** |
| Deschutes Public Library | **Account Type: Community College (15 records)** |
| City of Ontario | CENTRAL OREGON COMMUNITY COLLEGE |
| City of Corvallis Parks and Recreation | UMPQUA COMMUNITY COLLEGE |
| North Lincoln Fire & Rescue #1 | LANE COMMUNITY COLLEGE |
| City of Harrisburg | MT. HOOD COMMUNITY COLLEGE |
| Gladstone Public Library | LINN-BENTON COMMUNITY COLLEGE |
| CITY OF LINCOLN CITY | SOUTHWESTERN OREGON COMMUNITY COLLEGE |
| City of Milton-Freewater | PORTLAND COMMUNITY COLLEGE |
| City of Forest Grove | CHEMEKETA COMMUNITY COLLEGE |
| City Government | ROGUE COMMUNITY COLLEGE |
| City of Mt. Angel | COLUMBIA GORGE COMMUNITY COLLEGE |
| Netarts-Oceanside RFPD | TILLAMOOK BAY COMMUNITY COLLEGE |
| UIUC | KLAMATH COMMUNITY COLLEGE DISTRICT |
| Rogue River Fire 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 ("FEMA") grants, Contractor shall comply with all federal laws and regulations
applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth

In 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:

      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.

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

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

   a. All rights to inventions and/or discoveries that arise or are developed, in the course of or
      under this Agreement, shall belong to the District and be disposed of in accordance with District policy.
      The District, at its own discretion, may file for patents in connection with all rights to any such inventions
      and/or discoveries.
6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

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

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

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

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

Acknowledgement of Addenda

I/We acknowledge receipt of the following Addenda:

No. __________, Dated __________
No. __________, Dated __________
No. __________, Dated __________
CERTIFICATION REGARDING U.S. GOVERNMENT DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

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

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

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

Name and Title of Authorized Agency/Organization Representative

_________________________________________   __________________________________________________

Signature       Date

Agency/Organization

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

ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that:

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

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the state or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1977, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government.

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

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

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

________________________________________________

Signature        Witness

______________________________________________

Date

410.638.4080 Purchasing Agent: Jeffrey LaPorta_______
Proposer may add additional categories, if necessary

Group A
K – 12 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 ___________________________________

Group B
Community 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 ___________________________________

Group C
Higher 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 ___________________________________

Company Name ___________________________________________________
Representative Signature ____________________________________________
<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
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<tbody>
<tr>
<td>5</td>
<td>Products</td>
<td>Description of Product Offered (If Offering Equivalent)</td>
<td>Product No.</td>
<td>List Price</td>
<td>% Discount</td>
<td>Discounted Price</td>
<td>Usage</td>
</tr>
<tr>
<td>6</td>
<td>DUAL HAND LENS - Magnifiers, Dual Hand; 3x and 5x; 0.75 and 1.5 in. diameter lens; Grades K+</td>
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<td>24,000</td>
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<td>7</td>
<td>PLASTIC MAGNIFIER 3X/6X - Length: 4.5 in. (11cm); Magnification: 3X, 6X; Diameter: 50mm (3X lens); 20mm (6X lens)</td>
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<td>20,500</td>
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<td>8</td>
<td>STACKABLE BATTERY HOLDERS - Holder, Battery; EISCO; Stackable; Link together in parallel or series; Extends capacity or voltage; Supplied single</td>
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<td>4,000</td>
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<td>9</td>
<td>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)</td>
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<td></td>
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<td>4,000</td>
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<td>10</td>
<td>SOIL POTTING 5 LB.</td>
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<td>3,200</td>
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<td>11</td>
<td>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</td>
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<td><strong>5</strong></td>
<td>Products</td>
<td>Description of Product Offered (If Offering Equivalent)</td>
<td>Product No.</td>
<td>List Price</td>
<td>% Discount</td>
<td>Discounted Price</td>
<td>Usage</td>
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<td><strong>12</strong></td>
<td>STAR FINDER - Luminous Star Finder, Complete instructions are enclosed with the finder in addition to tables that list planet location</td>
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<td>1,500</td>
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<td><strong>13</strong></td>
<td>SHEEP BRAIN W/O HYPOPHYSIS - Specimen, Preserved</td>
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<td>1,400</td>
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<td><strong>14</strong></td>
<td>METRIC/IMPERIAL RULER - Ruler, Metric/Imperial; SI Metric; One edge has cm and mm measurements, the other has imperial markings</td>
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<td>1,400</td>
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<td><strong>15</strong></td>
<td>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.</td>
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<td>1,200</td>
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<td><strong>16</strong></td>
<td>ULTRAFLEX RULER 12IN/30CM - Ruler, SAFE-T; Twist and bend; Transparent plastic; 12 in. / 30 cm; Colors vary; Grades 1-8</td>
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<td>1,200</td>
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<td><strong>17</strong></td>
<td>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.</td>
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<td>1,000</td>
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<td><strong>18</strong></td>
<td>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.</td>
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<td>Products</td>
<td>Description of Product Offered (If Offering Equivalent)</td>
<td>Product No.</td>
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<td>Discounted Price</td>
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<td>19</td>
<td>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</td>
<td>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</td>
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<td>1,000</td>
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<td>20</td>
<td>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)</td>
<td>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)</td>
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<td>21</td>
<td>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</td>
<td>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</td>
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<td>22</td>
<td>SHARK 27IN+ PLAIN - Specimen, Preserved; Dogfish shark; 27 in.+ ; No injection</td>
<td>SHARK 27IN+ PLAIN - Specimen, Preserved; Dogfish shark; 27 in.+ ; No injection</td>
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<td>800</td>
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<tr>
<td>23</td>
<td>POTTING SOIL- 4 LB BAG - Soil, Potting; GSC International; Pre-measured; Convenient bags; 4 lb. bags</td>
<td>POTTING SOIL- 4 LB BAG - Soil, Potting; GSC International; Pre-measured; Convenient bags; 4 lb. bags</td>
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<td>24</td>
<td>BLUE APRON SMALL - Apron; PVC; Reusable, blue apron with cotton ties at the waist and neck; Size: Small (27 x 36 in.)</td>
<td>BLUE APRON SMALL - Apron; PVC; Reusable, blue apron with cotton ties at the waist and neck; Size: Small (27 x 36 in.)</td>
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<td>25</td>
<td>GAS LIGHTER EA - Lighter, Gas; Hooded lighter is safe and economical; Hood traps gas, and protects lighting file</td>
<td>GAS LIGHTER EA - Lighter, Gas; Hooded lighter is safe and economical; Hood traps gas, and protects lighting file</td>
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<td></td>
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<td>800</td>
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<td>26</td>
<td>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</td>
<td>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</td>
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<td>A</td>
<td>Products</td>
<td>B Description of Product Offered (If Offering Equivalent)</td>
<td>C Product No.</td>
<td>D List Price</td>
<td>E % Discount</td>
<td>F Discounted Price</td>
<td>G Usage</td>
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<td>5</td>
<td><strong>POTTING SOIL 8 CUPS POTTING SOIL</strong></td>
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<td>27</td>
<td><strong>PETRI DISH, 90MM X 15MM, PK/10 - Petri dish; Disposable; Sterilized dish offers optical clarity, strength; 90mm x 15mm; Pk./10</strong></td>
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<td>28</td>
<td><strong>SCISSORS STRGHT OPERATNG 5.5IN - Scissors, Surgical; Medco; Straight operating; Closed-shank; Stainless steel; One sharp/one blunt tip; 5.5 in.</strong></td>
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<td>29</td>
<td><strong>PVC APRON 27 X 36 IN - Apron, PVC; Transparent; Reusable, transparent PVC apron; Cotton ties at the waist; Size: 27 x 36 in.</strong></td>
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<td>30</td>
<td><strong>WEIGHT HANGER SS - Hanger, Weight; Troemner; Calibrated to 50g; Accessory for stainless steel slotted weight set</strong></td>
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<td>31</td>
<td><strong>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</strong></td>
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<td>32</td>
<td><strong>15IN MINK XX INJ - Specimen, Preserved; 15 in. Mink Xx Inj</strong></td>
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<td>33</td>
<td><strong>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</strong></td>
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<td>5</td>
<td>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</td>
<td>Description of Product Offered (If Offering Equivalent)</td>
<td>Product No.</td>
<td>List Price % Discount</td>
<td>Discounted Price</td>
<td>Usage</td>
<td>Extended Price</td>
</tr>
<tr>
<td>35</td>
<td>6 INCH CLEAR RULER - Ruler; Pocket; SI Metric; Clear; Calibrated in inches on one edge and mm on the other; Length: 6 in.</td>
<td>500</td>
<td></td>
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<td>500</td>
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<tr>
<td>36</td>
<td>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</td>
<td>500</td>
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</tr>
<tr>
<td>37</td>
<td>FRICITION 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.</td>
<td>500</td>
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<tr>
<td>38</td>
<td>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)</td>
<td>500</td>
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<td>500</td>
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<tr>
<td>39</td>
<td>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</td>
<td>500</td>
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<td>A</td>
<td>Products</td>
<td>Description of Product Offered (If Offering Equivalent)</td>
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<td>41</td>
<td>LIMESTONE COMPACT 10/PKLIMEST - Specimen, Rock; Sedimentary; Limestone, compact, pink to gray; Pack of 10</td>
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<td>42</td>
<td>SHEEP BRAIN FULLY EXTRACTED - Specimen, Preserved</td>
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<td>43</td>
<td>GLASS STREAK PLATES PK10 - Plates, Streak; Glass; For mineral identification</td>
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<td>44</td>
<td>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.</td>
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<td>45</td>
<td>CAT 18IN+XXX INJ FORM FREE - Specimen, Preserved; Cat; Fisher-Free; 18+ in.; Triple Injection</td>
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<td>46</td>
<td>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.</td>
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<td>47</td>
<td>WATER CYCLE MODEL SET EACH</td>
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<td>48</td>
<td>HYD PEROXIDE 30% - 35% 500ML</td>
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<td>49</td>
<td>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</td>
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<td>5</td>
<td>Products</td>
<td>Description of Product Offered (If Offering Equivalent)</td>
<td>Product No.</td>
<td>List Price</td>
<td>% Discount</td>
<td>Discounted Price</td>
<td>Usage</td>
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<td>50</td>
<td>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</td>
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<td>300</td>
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<td>51</td>
<td>SNP CIRC. ELEM ED KIT - Snap Circuits Educational Series, Model SC-100R, over 100 experiments</td>
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<td>52</td>
<td>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.</td>
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<td>53</td>
<td>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.</td>
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<td>54</td>
<td>FSE PORTABLE 300GX 0.1G - balance, Portable; LCD Screen; Linearity: +/-0.1g; Weighing modes: grams, Newtons; Full tare; Capacity: 300g; Readability: 0.1g; Pan: Round, 120mm dia. -</td>
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<td>56</td>
<td>K-12 Totals</td>
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<td>85,700</td>
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<td>A</td>
<td>Description of Product Offered (If Offering Equivalent)</td>
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<td>List Price</td>
<td>D</td>
<td>% Discount</td>
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<tr>
<td>5</td>
<td>Products</td>
<td>61</td>
<td>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.</td>
<td>62</td>
<td>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</td>
<td>63</td>
<td>SEP BASE FUNNEL 125ML - 14/20</td>
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<td>Columns, 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</td>
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<td>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</td>
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<td></td>
<td>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</td>
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<td></td>
<td>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</td>
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<td>Media, Culture; BD; Difco; Dehydrated;Starch Agar; For starch hydrolysis test; 500g</td>
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<td></td>
<td>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</td>
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<td>Slide, Microscope; Frosted at one end; 3 x 1 in. (76 x 25.4mm); 144/Pk.; 10Pk./Cs.</td>
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<td>5</td>
<td>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</td>
<td>Description of Product Offered (If Offering Equivalent)</td>
<td>Product No.</td>
<td>List Price</td>
<td>% Discount</td>
<td>Discounted Price</td>
<td>Usage</td>
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<td>75</td>
<td>Labels, Controlled Environment; Write-On Label Tape; Colored paper with rubber resin adhesive resists moisture and most solvents; Autoclavable; .75 in. W x 60 yd. L; 3 in. core; White; 4/pk.</td>
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<td>76</td>
<td>Cell, Cylindrical; With near-UV glass windows; Lightpath: 50mm; Capacity: 16mL; Two stopper; 22mm dia.; 2/pk.</td>
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<td>77</td>
<td>Coat, Laboratory; Disposable; Five-snap; No pockets; Open wrists; Lightweight; Limited splash protection; Knee length; Full sleeves; Large; White</td>
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<td>78</td>
<td>Applicator; Cotton tip; Wood shaft; Sterile; 6 in.; 1 per envelope; 1000/cs.</td>
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<td>79</td>
<td>Prep pad; alcohol; Two-ply, nonwoven sponges; 1.1 x 2.6 in.; 200/Pk.</td>
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<td>80</td>
<td>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)</td>
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<td>81</td>
<td>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</td>
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<td></td>
<td>A Products</td>
<td>B Description of Product Offered (If Offering Equivalent)</td>
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<td>D List Price</td>
<td>E % Discount</td>
<td>F Discounted Price</td>
<td>G Usage</td>
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<td>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.</td>
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<td>83</td>
<td>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</td>
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<td>84</td>
<td>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.</td>
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<tr>
<td>87</td>
<td>Community College Totals</td>
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<td>2,860</td>
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