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

Purchasing Department
410-638-4082

RFP # 08-04026

REQUEST FOR PROPOSALS

FOR

SCIENCE/LABWARE SUPPLIES AND EQUIPMENT

Proposals Due and Opened: April 30, 2008 by 2:30 pm EDST

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.

See Information on Page 7, Paragraph P. regarding the date/time of the Pre-Proposal Conference
A. Introduction

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

The method of procurement will be a competitive negotiation via a Request for Proposal (RFP) which will 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 supply public entities throughout North America.
B. Background

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 40,000 students. We invite you to read our Mission, Vision and Goal Statements on our website at http://www.hcps.org/aboutus/visionmissiongoals.aspx. This solicitation is on behalf of Harford County Public Schools and those public entities that elect to access the Master Agreement through the U.S. Communities Government Purchasing Alliance.

C. Procurement Administrator

John R. Miller, CPPO, Director 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 john.miller@hcps.org. All questions should be received two weeks prior to the proposal due date which would be the close of business on April 16, 2008 at 4:00 pm EDST. Responses will not be made to telephone, faxed or mailed inquiries.

D. Proposal Submission

One (1) original and nine (9) copies including one (1) CD of the technical and price 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 April 30, 2008 at 2:30 pm EDT. 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. The Register of Proposals shall be open for inspection after award of the contract.

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>
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<tbody>
<tr>
<td>Issue RFP</td>
<td>week of 3.17.2008</td>
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<tr>
<td>Pre-Proposal Conference</td>
<td>4.10.2008 – 10:00 am to 12:00 pm</td>
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<tr>
<td>Deadline for receipt of questions via email</td>
<td>4.16.2008 by 4:00 pm</td>
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<tr>
<td>Issue Addendum/s (If Required)</td>
<td>week of 4.21.2008</td>
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<tr>
<td>Proposal due date</td>
<td>4.30.2008 by 2:30 pm</td>
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<tr>
<td>Finalist firms notified</td>
<td>week of 5.19.2008</td>
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<tr>
<td>Finalist firms interviewed</td>
<td>week of 5.26.2008</td>
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<tr>
<td>Negotiation of Best &amp; Final Offer</td>
<td>week of 6.2.2008</td>
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<tr>
<td>Approval-Board of Education</td>
<td>6.23.2008</td>
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<tr>
<td>Contract Effective Date</td>
<td>7.1.2008</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, including workers compensation, 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 will have their own specific insurance requirements.

I. Confidential Information

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.
J. Contract Term

The term of the contract will be for five years following the contract award date with the option to renew for two additional one year periods. There may be annual negotiations of price, terms and discounts with any changes taking effect on the anniversary date of the contract. All requests for price changes 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, Baltimore Region (Washington-Baltimore), all items, base period 2005-2007, reference period - December for succeeding contractual periods.

K. Termination for Cause/Convenience

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.

Harford County Public Schools may terminate all or any part of the contract for the convenience of the Harford County Public Schools. The Contractor will be paid for reasonable costs incurred to the date of termination, if applicable.

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 Director 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 Director 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 (specific to Harford County Public Schools)

Specific to HCPS, unless otherwise instructed, the preferred method of payment is by US Bank Visa credit card. If this is not possible, invoices must be submitted in triplicate to the Accounts Payable Office, 102 S. Hickory Ave. Bel Air, Maryland, 21014. Purchase order numbers or contract numbers must appear on the invoice.
Please advise in your Technical Proposal if payment via VISA credit card is not acceptable.

Specific to other entities who may access this contract via the Master Agreement, payment methods will be entity specific and may include, credit card payment, payment by invoice, or other options including electronic payment. 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 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. 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.

As applicable to the service identified in this solicitation, trade secrets or proprietary information submitted by a supplier/proposer in connection with this solicitation may not be subject to disclosure. Proposers must clearly identify the materials to be protected and state the reasons why protection is necessary.
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. Pre-Proposal Conference

A pre-proposal conference will be held on April 10, 2008 beginning at 10:00 am EDST. The location will be the offices of the Baltimore Metropolitan Council, 3rd Floor, Lighthouse Point East, 2700 Boston Street, Baltimore, MD 21224-4474. For directions, please go to the BMC website at www.baltometro.org or call 410.732.0500.

The conference will not be mandatory, interested proposers are strongly encouraged to attend.

Q. Multiple Awards

HCPS reserves the right to make a single award or to make multiple awards at its discretion.
Outcome

The expected outcome of this proposal is to enter into a contractual relationship with a business partner who will provide commodities and services incidental to providing K-12 school districts 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 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 any minimum order requirements.

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

Proposers are encouraged to detail in their technical proposal any related value added services that will benefit contracting agencies.

Proposal Submission

This RFP requires a two-step submission process. Separate technical and price proposals are to be submitted in sealed envelopes on the date and time stipulated. One original and nine copies and one CD are required. The proposal due date is April 30, 2008 at 2:30 p.m. EDST. 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 after award of the contract.

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” and “proposer” 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”.

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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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<th>#</th>
<th>Item</th>
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<tbody>
<tr>
<td>1</td>
<td>1 Original Technical Proposal, 9 Copies and 1 CD (pg 8)</td>
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<tr>
<td>2</td>
<td>1 Original Price Proposal, 9 Copies and 1 CD (pg 8)</td>
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<td>3</td>
<td>Acceptance of procurement cards? (pg 6)</td>
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<td>4</td>
<td>Technical Proposal – Specific Requirements a-m (pg 11-12)</td>
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<td>5</td>
<td>Technical Proposal – Additional Requirements (pg 12-15)</td>
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<td>6</td>
<td>Supplier Qualification Worksheet (pg 16)</td>
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<td>7</td>
<td>Supplier Information (pg 19-21)</td>
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<td>8</td>
<td>Price Proposal Criteria (pg 21)</td>
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<td>9</td>
<td>Attachment A – Signature Sheet (pg 23)</td>
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<td>10</td>
<td>Appendix A – Acknowledgement of U.S. Communities Master Agreement (pg 30)</td>
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<td>11</td>
<td>Appendix B – U.S. Communities Administration Agreement (pg 32 &amp; 35)</td>
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<td>12</td>
<td>Appendix C – Program Standards (pg 39)</td>
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<td>13</td>
<td>Appendix D – Agreement: Quarterly Fees &amp; Reporting (pg 42 &amp; 43)</td>
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<td>14</td>
<td>Appendix E – Corporate Commitment Guidelines (pg 45)</td>
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<td>15</td>
<td>Appendix F – Supplier Pricing Commitment Compliance Guidelines (pg 48)</td>
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<td>16</td>
<td>Appendix G – Public Agency Solicitation Response Guidelines (pg 50)</td>
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<td>17</td>
<td>Appendix H – Quarterly Reporting Procedures (pg 53)</td>
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<td>18</td>
<td>Appendix I – Market Basket (pg 55-61)</td>
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<td>19</td>
<td>Addendum #1 – Affiliated Programs (pg 62)</td>
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<tr>
<td>20</td>
<td>See General Requirements – specific to HCPS (pg 74-79)</td>
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<tr>
<td>21</td>
<td>See Insurance Requirements – specific to HCPS (pg 80-83)</td>
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<tr>
<td>22</td>
<td>Anti-Bribery (pg 84)</td>
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Section III- 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. Technical proposals will be evaluated first. Each proposal will be assigned an adjectival rating as described below. A short list will be prepared of the top two highest ranking technical proposals. These two finalist firms may be invited to provide an oral presentation either on-site or via teleconference and to negotiate best and final offers, both in terms of technical and price proposals. Based on a final evaluation of both technical and price proposals from the two finalist firms, a selection will be made. The highest ranking firm shall be given first rights for finalization of a contract agreement.

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 indentified 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 (90-100): 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 (80-89): 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 (70-79): Meets outcomes and performance standards and may contain weaknesses which are not significant and may be correctable.

D. Marginal (60-69): Fails to meet evaluation standards. Lacks essential information to support the proposal. Does not contain the outcomes and contains significant weaknesses.

E. Unacceptable: 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.

Technical Proposal Criteria:

Qualifications, Technical Ability and Management Approach

The following information must be contained within the technical proposal:

Specific Requirements:

a. Ability to meet the outcomes and standards identified.
b. A record of relevant past performance with regards to contracts of similar scale, scope and complexity.
c. Financial capability to successfully provide the services required. Submit a detailed financial statement or a Dunn & Bradstreet report.
d. A detailed narrative that describes the strengths of the company, its understanding of the performance work statement, and includes all of the information requested.
e. Name of firm, address, telephone number, fax number, e-mail address and primary contact.
f. Is your organization a subsidiary, parent or affiliate of any other firm?
g. Website address for the business
h. Please provide a minimum of two and a maximum of five references for clients to which you are providing similar service. Please list the names and telephone numbers in order to contact the references provided.
i. Describe the firm’s relevant experience and background in meeting the overall requirements stated herein and your proposed management approach to meeting the deliverables stated. Include a brief history and description of your company.
j. A signed copy of the U.S. Communities Administration Agreement – Appendix B-H, must be included with the Technical Proposal.
k. Complete the Supplier Qualification Worksheet and include with the Technical Proposal.
l. Provide a Diversity Statement which states your corporate commitment to engage, utilize and partner with Minority and Women owned business and other business entities identified as Disadvantaged Business Enterprises (DBE). (Also note the requirements on page 20, Administration, Paragraph 7.)
m. Include your business statement covering your position relative to sustainable business practices as it relates to reducing global warming. Please indicate if you can provide an annual report that identifies the “Green Products” carried in your catalog or otherwise provided under this agreement.

**Additional Requirements:**

In addition to the above, the following must be acknowledged by inclusion in your technical proposal:

**Suppliers Qualifications/Information:**

**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 asks each Supplier to make the commitments set forth below to ensure that the Supplier is providing the highest level of public benefit to Participating Public Agencies:

Each Supplier is required to make four commitments to insure the overall success of the national program. These commitments are incorporated into the U.S. Communities Administration Agreement:

**A. Corporate** – A commitment that U.S. Communities is actively supported by Supplier’s senior executive management with a focus on the following:

- U.S. Communities will be the Supplier’s primary offering to states, local governments, school districts, and higher education institutions in the United States of America; and other government agencies and nonprofit organizations herein collectively all known as “Participating Public Agencies”.

- A commitment that Supplier shall make all existing Participating Public Agencies that do business with the Supplier aware of the value and pricing benefits of the U.S. Communities contract.

- Upon authorization by the Participating Public Agency transition such Participating Public Agencies to the Supplier’s U.S. Communities contract.

**B. Pricing** – A commitment that Supplier’s U.S. Communities contract pricing is the lowest available pricing (net to buyer) to Participating Public Agencies. If a Participating Public Agency is otherwise eligible for lower pricing through any other Supplier contract, the Supplier will match the pricing under U.S. Communities.
C. **Economy** - A commitment that the supplier will demonstrate the pricing advantage of U.S. Communities over alternative competitive solicitation pricing and will proactively offer U.S. Communities as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

D. **Sales** – A commitment that the Supplier will market U.S. Communities throughout the United States through a Supplier sales force or dealer network that is properly trained, engaged and committed to offering U.S. Communities as Supplier’s primary offering to Participating Public Agencies.

**Program Standards**

U.S. Communities recognizes that each Supplier has a successful business model, and may choose to manage the U.S. Communities program in a variety of ways that best suit the Supplier’s organization and market approach.

The following are Program Standards intended to assist the Supplier in successfully implementing the U.S. Communities contract:

**U.S. Communities Administration Agreement** - The Supplier is required to execute the U.S. Communities Administration Agreement (attached hereto as Appendix B-H) 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.*

**National Account Management Team** – The Supplier shall provide a National Account Manager with the authority and responsibility for the overall success of the U.S. Communities contract within the Supplier’s organization. The Supplier shall also designate a Lead Referral Contact Person, responsible for receiving communications from U.S. Communities concerning new public agency registrations and for ensuring timely follow up by the Supplier’s staff to requests for contact from public agencies. Additionally, the Supplier shall provide the personnel necessary to implement and support a Supplier-based internet web page dedicated to the Supplier’s U.S. Communities program and linked to the U.S. Communities website.
Participating Public Agency Access - Establish the following communication links to facilitate customer access and communication:

- A dedicated U.S. Communities internet web-based homepage with:
  - U.S. Communities standard logo with Founding Co-Sponsors;
  - Copy of original Request for Proposal or Invitation to Bid;
  - Copy of contract and amendments between Lead Public Agency and Supplier;
  - Summary of products and pricing;
  - Electronic link to U.S. Communities’ online registration page;
  - Other promotional material as desired.

- A dedicated toll free national hotline for U.S. Communities

- A dedicated email address for general inquiries, “uscommunities@(name of supplier.com)

Electronic Registration - The Supplier is responsible for ensuring that each Participating Public Agency has completed U.S. Communities’ online registration process prior to processing the Participating Public Agency’s first sales order.

Sales Report - The supplier is responsible for accurate and timely reporting of all Participating Public Agency sales. Suppliers are required to comply with the following key reporting requirements;

The report is to be submitted within 30 days of the end of each calendar quarter in the prescribed format set forth in the U.S. Communities Administration Agreement.

Exception reporting – U.S. Communities will send to each vendor an exception report that details where the Supplier sales report differed from the registration database and the anticipated actions to correct those discrepancies. These corrections must be completed prior to the following quarterly sales report.

Online Reporting - Within 60 days of quarter end, U.S. Communities will provide online reporting available to the supplier with updated quarterly sales reporting. The supplier will be asked to follow up and report back within 30 days of receiving the notification on specific reports available to them online.

Administrative Fees - The Supplier is responsible for paying to U.S. Communities an administrative fee on all Participating Public Agency sales volumes within 30 days of the end of each calendar quarter as set out in the Agreement.

Quarterly Review - U.S. Communities will schedule a quarterly meeting with the supplier to evaluate the supplier’s performance of Supplier Commitments and Program Standards outlined herein.
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U.S. Communities Awareness - U.S. Communities is responsible for marketing the overall U.S. Communities concept and program to Participating Public Agencies. U.S. Communities marketing is intended to supplement and enhance the direct sales effort of the Supplier. The supplier assists by providing camera-ready logos and by participating in related trade shows and conferences.

Supplier Sales - Supplier is responsible for proactive direct sales of supplier’s goods and services to public agencies nationwide and the timely follow up to leads established by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives is encouraged. All sales materials are to use the U.S. Communities logo. U.S. Communities will provide each Supplier with its logos and the standards to be employed in the use of the logos. At a minimum, the Supplier's sales initiatives should communicate:

- Contract was competitively solicited by a Lead Public Agency;
- Best government pricing
- No cost to participate
- Non-exclusive contracts

Branding and Logo Compliance – Supplier is responsible for complying with the U.S. Communities branding and logo standards and guidelines. U.S. Communities-related marketing material must be submitted to U.S. Communities for review.

Sales Force Training - Supplier is responsible for the training of its sales force on the U.S. Communities contract. U.S. Communities is available to train regional or district managers and generally assist with the education of sales personnel.
SUPPLIER QUALIFICATION WORKSHEET
(Must be included with Technical Proposal)

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 company to Participating Public Agencies nationally.
   YES___  NO___

B. Does Supplier 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 Supplier have a national sales force or dealer network with the ability to call on Participating Public Agencies in all 50 U.S. states?
   YES___  NO___

D. Did Supplier have sales greater than $ 50 million last year?
   YES___  NO___

E. Does Supplier have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?
   YES___  NO___

F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities contract?
   YES___  NO___

G. Does Supplier agree to respond to all agency referrals from U.S. Communities within 2 business days?
   YES___  NO___

H. Does Supplier 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 Supplier commit to the following program implementation schedule?
   YES___  NO___

J. Will the U.S. Communities contract be your lead public offering to Participating Public Agencies?
   YES___  NO___
## New Supplier Implementation Checklist

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<th>Target Completion after award</th>
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<tbody>
<tr>
<td>1.</td>
<td>Administration Agreement Signed</td>
<td>Proposal</td>
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<tr>
<td>2.</td>
<td>First Conference Call</td>
<td>One Week</td>
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<td></td>
<td>Discuss expectations</td>
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<td></td>
<td>Establish initial contact people and roles/responsibilities</td>
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<td></td>
<td>Outline kick-off plan</td>
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<td>Establish Webex training date</td>
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<td>3.</td>
<td>Supplier Login Established</td>
<td>One Week</td>
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<td></td>
<td>Complete Supplier Initiation Form</td>
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<td></td>
<td>Create User Account and User IDs and communicate to Supplier</td>
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<td>4.</td>
<td>Initial Sr. Management Meeting</td>
<td>Two Weeks</td>
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<td></td>
<td>Review commitments</td>
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<td></td>
<td>Review Kick-off Plan</td>
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<tr>
<td></td>
<td>Discuss Nat Acct Mgr. role and staff requirements</td>
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<td></td>
<td>Discuss Reporting Processes and requirements</td>
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<td></td>
<td>Determine field sales introductory communication plan</td>
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<tr>
<td>5.</td>
<td>Initial National Account Manager and Staff Training Meeting</td>
<td>Two Weeks</td>
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<tr>
<td></td>
<td>Discuss expectations, roles and responsibilities</td>
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<tr>
<td></td>
<td>Conduct basic supplier training</td>
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<td></td>
<td>Introduce and review web-based tools</td>
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<td></td>
<td>Discuss sales organization and define roles</td>
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<tr>
<td></td>
<td>Discuss marketing plan and customer communication/roll-out strategy</td>
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<td></td>
<td>Discuss Supplier Handbook</td>
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<td></td>
<td>Review with National Accounts Manager</td>
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<tr>
<td></td>
<td>Review process and expectations with Nat Accts Mgr and Lead Referral person</td>
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<tr>
<td></td>
<td>Discuss admin processes and expectations and provide admin support training</td>
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<tr>
<td>6.</td>
<td>Review of Top 10 Existing Participating Public Agency Contracts</td>
<td>Two Weeks</td>
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<tr>
<td></td>
<td>Determine strategies with NAM</td>
<td></td>
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<tr>
<td>7.</td>
<td>Program Contact Requirements</td>
<td>Two Weeks</td>
</tr>
<tr>
<td></td>
<td>Supplier Contacts Communicated to U.S. Communities Staff</td>
<td></td>
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<tr>
<td></td>
<td>Dedicated Email</td>
<td></td>
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<td></td>
<td>Dedicated Toll Free Number</td>
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8. **Web Development**

<table>
<thead>
<tr>
<th>Task</th>
<th>Duration</th>
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<tbody>
<tr>
<td>Initiate IT contact</td>
<td>Two Weeks</td>
</tr>
<tr>
<td>Web site construction</td>
<td>Three Weeks</td>
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<tr>
<td>Web site final edit</td>
<td>Four Weeks</td>
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</table>

9. **Sales Training and Roll Out**

<table>
<thead>
<tr>
<th>Task</th>
<th>Duration</th>
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</thead>
<tbody>
<tr>
<td>Regional Manager Briefing - Coordinate with NAM</td>
<td>One Week</td>
</tr>
<tr>
<td>Initial Remote Webex Supplier Training for all sales - Coordinate with NAM</td>
<td>Two Weeks</td>
</tr>
<tr>
<td>Top Ten metro areas - Coordinate with NAM and RMM</td>
<td>Four Weeks</td>
</tr>
<tr>
<td>Initiate contact with Advisory Board Member Agencies - Coordinate with NAM, GAM, RMM</td>
<td>Four Weeks</td>
</tr>
<tr>
<td>Review Supplier Handbook</td>
<td>Six Weeks</td>
</tr>
<tr>
<td>Training Plan for the other metros- Coordinate with NAM, GAM, RMM</td>
<td></td>
</tr>
</tbody>
</table>

10. **Green Initiative**

<table>
<thead>
<tr>
<th>Task</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identify green product</td>
<td>Two Weeks</td>
</tr>
<tr>
<td>Upload to USC website-Link to suppliers website</td>
<td>Four Weeks</td>
</tr>
<tr>
<td>Environmental Purchasing contact</td>
<td>Six Weeks</td>
</tr>
<tr>
<td>Green Marketing Material</td>
<td>Six Weeks</td>
</tr>
</tbody>
</table>
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND
RFP – Science/Labware Supplies and Equipment
RFP #08-04026

SUPPLIER INFORMATION
(To be submitted in the Technical Proposal)

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

Company

1. Total number and location of sales persons employed by your company;
2. Number and location of distribution outlets (if applicable);
3. Number and location of support centers (if applicable);
4. Annual sales for 2005, 2006, and 2007. Sales reporting should be segmented into the following categories:
   a) K-12
   b) Community Colleges
   c) Universities/Graduate Institutions
   d) Other Public Sector Agencies and 501 (c)(3) Corporations
   e) Private Sector Sales
5. Submit your current Federal Identification Number.

Products

1. Provide a description of the Products to be provided by the major product category. THE PRIMARY OBJECTIVE IS FOR EACH SUPPLIER TO PROVIDE ITS ENTIRE CATALOG OF PRODUCT SO THAT PARTICIPATING PUBLIC AGENCIES MAY ORDER A BROAD RANGE OF PRODUCT AS APPROPRIATE FOR THEIR NEEDS.
2. Provide a description of all services to be provided your company, including, but not limited to shipment tracking, return item process, design, asset management, installation and any other services you may offer.
3. Describe any special programs that your company offers that will improve customers’ ability to access Products, such as ship-from-stock availability, on-time delivery or other innovative strategies.
4. State backorder policy. Do you require Agency to re-order if item is backordered?
5. Describe the capacity of your company to broaden and keep the product offerings current and ensure that latest equipment, standards and technology are available.
6. Green Initiative – Provide a brief description of your company’s environmental initiatives, including in a list format any green products and the green certifications for each of those products that would be offered under this agreement.

7. Recycling – Provide a brief description of your company’s initiatives regarding contents of products provided under this agreement.

Administration

1. Describe your company’s capacity to employ EDI, telephone, facsimile, electronic, retail and internet ordering with a specific proposal for processing orders under the Master Agreement. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

2. Describe your company’s internal management system for processing orders from point of customer contact through delivery and billing. Please state:
   a) If your internet ordering system is OBI (open buying on the internet) compatible;
   b) If you use a single system or platform for all phases of the ordering, processing, delivery and billing.

3. Describe the state of e-commerce within your company and detail how Participating Public Agencies can benefit from your approach.

4. Describe your company’s implementation and success with existing cooperative purchasing programs, if any, and provide the entity’s name(s), contact person(s) and contact information as reference(s).

5. Describe the capacity of your company to report quarterly sales under the Master Agreement by Participating Public Agency within each State.

6. Describe the capacity of your company to provide management reports, i.e. commodity histories, procurement card histories, etc. for each Participating Public Agency.

7. Describe the capacity and approach of your company to meet Minority and Women Business Enterprises (MWBE) and other local purchasing preferences which will vary among Participating Public Agencies. Also submit a diversity statement as stipulated on page 11, Specific Requirements, Paragraph L.

8. Please provide any suggested improvements and alternative for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.
Distribution

1. Describe how your company proposes to nationally distribute Products outlined in this RFP through your wholesale distribution system.

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, and warehouses (by city and state);

   A. State the company’s standard delivery time and any options, including delivery costs for expediting delivery, and return policies.

Marketing

1. Outline your company’s plan for marketing the Products to participating Public 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.

5. Explain how your company proposes to resolve any complaints, issues or challenges.

6. Please submit the resume of the person your company proposes to serve as the National Accounts Manager.

Price Proposal Criteria

The Price Proposal must be submitted separately from the Technical Proposal. The basis of the price proposal will be a discount from the contractor’s/supplier’s most current catalog. The discount may vary depending on the product line, i.e. labware, furniture, teaching aids, chemicals, books, etc. Quantity discounts over certain price or quantity volume (i.e. “bulk purchases”) is also encouraged and if offered should be clearly stated specific to dollar thresholds and volume capacity. Shipping costs, free shipping, etc should also be addressed. In addition to the catalog discount, each offeror must submit (see Appendix H) the priced
market basket of approximately 250 commonly requested items along with the additional information requested on the spreadsheet.

Price/Discounts must remain firm and will include all charges that may be incurred in fulfilling requirement(s) for twelve (12) months following contract award. Annual price/discounts may be negotiated (see page 5, Contract Term, Paragraph J). Invoices will be audited on a random basis along with the necessary supporting documentation. Billing errors will be promptly adjusted.

**Selection and Contract Finalization**

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

______________________________  ______________________________
Payment Terms  Telephone Number

______________________________  ______________________________
Federal I.D. Number  Fax Number

______________________________  ______________________________
Name of Firm’s Contract Administrator  Telephone Number of Firm’s Contract Administrator

______________________________  ______________________________
E-Mail Address of Firm’s Contract Administrator

Acknowledgement of Addenda
I/We acknowledge receipt of the following Addenda:
No. __________, Dated __________
No. __________, Dated __________
No. __________, Dated __________

PLEASE CHECK APPROPRIATE BOXES:
☐ Small Business  ☐ Partnership
☐ Individual Proprietorship  ☐ Non-incorporated
☐ Corporation  ☐ Woman Owned Business
☐ Minority Business,  Approved Minority DOT #
Section IV- Overview of U.S. Communities Master Agreement

1. 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.

2. 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.

3. 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.

<table>
<thead>
<tr>
<th>Agency</th>
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<tr>
<td>City of Charlotte/Mecklenburg, NC</td>
<td>Hillsborough Schools, FL</td>
</tr>
<tr>
<td>City of Los Angeles, CA</td>
<td>City of Houston, TX</td>
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<tr>
<td>Cobb County, GA</td>
<td>Los Angeles County, CA</td>
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<tr>
<td>Dallas County, TX</td>
<td>Maricopa County, AZ</td>
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<tr>
<td>Davis Joint Unified Schools, CA</td>
<td>Miami-Dade County/Public Health Trust, FL</td>
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<tr>
<td>City and County of Denver, CO</td>
<td>City of San Antonio, TX</td>
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<tr>
<td>Detroit Public Schools, MI</td>
<td>San Diego Unified School District, CA</td>
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<tr>
<td>Fairfax County, VA</td>
<td>City of Seattle, WA</td>
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<td>Harford County Public Schools, MD</td>
<td>Wichita Public Schools, KS</td>
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<tr>
<td>Hennepin County, MN</td>
<td>Great Valley School District, PA</td>
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<td>North Carolina State University, NC</td>
<td>Emory University, GA</td>
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Participating Public Agencies

Today more than 31,000 public agencies utilize U.S. Communities contracts and suppliers to procure over $1.3 billion 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 deal 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 Appendix A.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $50 million annually. The 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 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 2007 purchased more than $100 million of products and services from existing U.S. Communities contracts.

Marketing Support

U. S. Communities provides marketing support for 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.

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 will assist the Lead Public Agency in evaluating proposals. 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.
Appendix A
U.S. Communities Master Intergovernmental Cooperative Purchasing Agreement
Appendix A

Master Intergovernmental Cooperative Purchasing Agreement

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 2033 N. Main Street, Suite 700, Walnut Creek, CA 94596.

10. This agreement shall take effect after execution of the Lead Public Agency Certificate or Participating Public Agency Registration, as applicable.

Acknowledgement – Include with the Technical Proposal
Appendix B
U.S. Communities Administration Agreement
ADMINISTRATION AGREEMENT GUIDELINES

This ADMINISTRATION AGREEMENT (THIS “Agreement”) is made this _____ day of ____________, ____, between the U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) and ___________ (herein “Supplier”).

RECITALS

WHEREAS, the _________________ (herein “Lead Public Agency”) has entered into a Master Agreement dated ____________________, Agreement No. __________, by and between the Lead Public Agency and Supplier, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of _________________ (herein “Product & Services”);

WHEREAS, said Master Agreement provides that any state, local government, school district, higher education institution, other government agency and nonprofit organizations (herein “Participating Public Agencies”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, U.S. Communities is an instrumentality of government with 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 with regard to other Master Agreements offered through the 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 and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis throughout the United States;

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:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.
TERMS AND CONDITIONS

2. The Master Agreement, as attached hereto as Appendix 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.

3. 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 the U.S. Communities under this Agreement including, but not limited to, the Supplier’s obligation to provide the indemnification and insurance.

4. The Supplier shall perform all of its duties, responsibilities and obligations in the time and manner as required to be performed by the Supplier as set forth in the Master Agreement.

5. 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 hereby agrees that the Agency shall act in the capacity of administrator of purchases under the Master Agreement.

6. With respect to any purchases by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Lead Public Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Lead Public Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any Participating Public Agency to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Master Agreement. The Agency makes no representation or guaranty with respect to any minimum purchases by Lead Public Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

7. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that all indemnifications afforded by the Supplier to U.S. Communities shall survive the term of this Agreement.

MUTUAL COMMITMENTS

8. U.S. Communities Commitments to Program Suppliers

Marketing – U.S. Communities will proactively and jointly market the Supplier’s contract to Agencies nationwide throughout the United States through a network of major sponsors
(NLC, NACo, USCM, ASBO & NIGP) and state-level sponsors. In addition the U.S. Communities staff will enhance the Supplier’s marketing efforts through in-person meetings with public agencies, participation in key events and tradeshows and by providing online tools to the Supplier’s sales force.

**Training** – U.S. Communities is dedicated to training and educating the Supplier sales force. The U.S. Communities Program Managers’ primary focus is the education, training and engagement of the Supplier’s sales force. The Program Managers will conduct face to face training sessions as well as conduct joint calls to major Public Agencies. This direct support of the field is enhanced by a Supplier login that provides presentations, documents and information to assist the Supplier field sales force in effectively promoting their U.S. Communities contract.

**Knowledge Management Support** – U.S. Communities will provide resources and tools to enable the Supplier to leverage the program’s knowledge and data. Prior to implementation, the Supplier’s sales force will be provided access to a private login site that contains marketing, training and targeting data.

**SUPPLIER COMMITMENTS**

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

The successful foundation of the partnership requires Commitments from both U.S. Communities and the Suppliers. U.S. Communities asks each Supplier to make the Commitments set forth below to ensure Supplier is providing the highest level of public benefit to Participating Public Agencies:

Each supplier is required to make four commitments to insure the overall success of the national program. These commitments are incorporated into the Agreement:

A. **Corporate** – A commitment that U.S. Communities is actively supported by Supplier’s senior executive management with a focus on the following:

- U.S. Communities will be the Supplier’s primary offering to states, local governments, school districts, and higher education institutions in the United States of America; and other government agencies and nonprofit organizations herein collectively all known as “Participating Public Agencies”.

- A commitment that Supplier shall make all existing Participating Public Agencies that do business with the Supplier aware of the value and pricing benefits of the U.S. Communities contract.
• Upon authorization by the Participating Public Agency transition such Participating Public Agencies to the Supplier’s U.S. Communities contract.

B. **Pricing** – A commitment that Supplier’s U.S. Communities contract pricing is the lowest available pricing (net to buyer) to Participating Public Agencies. If a Participating Public Agency is otherwise eligible for lower pricing through any other Supplier contract, the Supplier will match the pricing under U.S. Communities.

C. **Economy** - A commitment that the supplier will demonstrate the pricing advantage of U.S. Communities over alternative competitive solicitation pricing and will proactively offer U.S. Communities as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

D. **Sales** – A commitment that the Supplier will market U.S. Communities throughout the United States through a Supplier sales force or dealer network that is properly trained, engaged and committed to offering U.S. Communities as Supplier’s primary offering to Participating Public Agencies.

The Corporate, Pricing, Economy and Sales Commitments are the foundation of the relationship between U.S. Communities and its suppliers. The Commitments are not negotiable. If a supplier is found to be in violation and/or non-compliance with one or more of the U.S. Communities Commitments, the supplier will have ninety days to provide resolution and come into compliance. Failure to do so will result in removal from the U.S. Communities national program.

SUPPLIER’S INITIAL: __________
DATE: __________

Appendix B – Include with the Technical Proposal

Authorized Supplier’s Signature: ________________________________
Appendix C
Program Standards
Appendix C

PROGRAM STANDARDS

U.S. Communities recognizes that each Supplier has a successful business model, and may choose to manage the U.S. Communities program in a variety of ways that best suit the Supplier’s organization and market approach.

The following are Program Standards intended to assist the Supplier in successfully implementing the U.S. Communities contract:

Senior Management Account Representative and Team – The Supplier shall provide a Senior Management Account Representative with the authority and responsibility for the overall success of the U.S. Communities contract within the Supplier’s organization. The supplier shall also designate a Lead Referral Contact Person, responsible for receiving communications from U.S. Communities concerning new public agency registrations and for ensuring timely follow up by the Supplier’s staff to requests for contact from public agencies. Additionally, the supplier shall provide the personnel necessary to implement and support a supplier-based internet web page dedicated to the Supplier’s U.S. Communities program and linked to the U.S. Communities website.

Participating Public Agency Access - Establish the following communication links to facilitate customer access and communication:

  - A dedicated U.S. Communities internet web-based homepage with:
    - U.S. Communities standard logo with Founding Co-Sponsors;
    - Copy of original Request for Proposal or Invitation to Bid;
    - Copy of contract and amendments between Lead Public Agency and Supplier;
    - Summary of products and pricing;
    - Electronic link to U.S. Communities’ online registration page;
    - Other promotional material as desired.

  - A dedicated toll free national hotline for U.S. Communities

  - A dedicated email address for general inquiries, “uscommunities@(name of supplier.com)

Electronic Registration - The Supplier is responsible for ensuring that each Participating Public Agency has completed U.S. Communities’ online registration process prior to processing the Participating Public Agency’s first sales order.
Sales Report - The supplier is responsible for accurate and timely reporting of all Participating Public Agency sales. Suppliers are required to comply with the following key reporting requirements:

The report is to be submitted within 30 days of the end of each calendar quarter in the prescribed format set forth in the Agreement.

Exception reporting – U.S. Communities will send to each vendor an exception report that details where the supplier sales report differed from the registration database and the anticipated actions to correct those discrepancies. These corrections must be completed prior to the following quarterly sales report.

Online Reporting - Within 60 days of quarter end, U.S. Communities will provide online reporting available to the supplier with updated quarterly sales reporting. The supplier will be asked to follow up and report back within 30 days of receiving the notification on specific reports available to them online.

Administrative Fees - The supplier is responsible for paying to U.S. Communities an administrative fee on all Participating Public Agency sales volumes within 30 days of the end of each calendar quarter as set out in the Agreement. Reported sales volumes and respective administrative fee payments shall be denominated in U.S. Dollars.

Quarterly Review - U.S. Communities will schedule a quarterly meeting with the supplier to evaluate the supplier’s performance of Supplier Commitments and Program Standards outlined herein.

U.S. Communities Awareness - U.S. Communities is responsible for marketing the overall U.S. Communities concept and program to Participating Public Agencies. U.S. Communities marketing is intended to supplement and enhance the direct sales effort of the supplier. The supplier assists by providing camera-ready logos and by participating in related trade shows and conferences.

Supplier Sales - Supplier is responsible for proactive direct sales of supplier’s goods and services to public agencies nationwide and the timely follow up to leads established by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All sales materials are to use the U.S. Communities logo. U.S. Communities will provide each Supplier with its logo and the standards to be employed in the use of the logo. At a minimum, the supplier's sales initiatives should communicate:

- Contract was competitively solicited by a Lead Public Agency;
- Best government pricing
- No cost to participate
- Non-exclusive contracts
Branding and Logo Compliance – Supplier is responsible for complying with the U.S. Communities branding and logo standards and guidelines. U.S. Communities related marketing material must be submitted to U.S. Communities for review.

Sales Force Training - Supplier is responsible for the training of its national sales force on the U.S. Communities contract. U.S. Communities is available to train regional or district managers and generally assist with the education of sales personnel.

SUPPLIER’S INITIAL: __________
DATE: ___________

Appendix C – Include with the Technical Proposal

Authorized Supplier’s Signature: ________________________________
Appendix D
Agreement: Quarterly Fees & Reporting
QUARTERLY FEES & REPORTING

1. Supplier shall pay U.S. Communities a quarterly administrative fee in the amount of 1% of the total purchase price for the first $10 million in annual sales; 1.5% of the total purchase price for the next $10 million in annual sales; 2% of the total purchase price for the next $320 million in annual sales; and 2.5% of the total purchase price for annual sales of $340 million and beyond, excluding taxes and shipping, for all purchases under the Master Agreement and provide the Agency with an electronic accounting report, in a format prescribed by the Agency, summarizing all purchases under the Master Agreement. Quarterly fees and reports shall be made with respect to all purchases shipped and billed pursuant to the Master Agreement for the applicable quarter.

2. Supplier shall at its expense maintain an accounting of all purchases made by Participating Public Agencies. U.S. Communities and Lead Public Agency reserve the right to audit the accounting for a period of four (4) years from the date the U.S. Communities receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Lead Public Agency or U.S. Communities. Quarterly reports and the administrative fee applicable to each quarter are due within 30 days of the end of each calendar quarter as set forth above. The 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 fee to program sponsors and state associations of government.

3. Failure to provide a quarterly report and/or payment of the administrative fee within the time and manner specified 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 the U.S. Communities sole discretion. All administrative fees not paid within 30 days of the end of each quarter shall bear interest at the rate of 1 1/2% per month until paid. Administrative fee payments shall be made by check or wire to U.S. Communities or the Designee or Trustee as may be directed in writing by U.S. Communities.

4. U.S. Communities or its designee may, at its sole discretion, compare public agency records with quarterly reports submitted by Supplier. If there is a discrepancy, U.S. Communities will notify the Supplier in writing. Supplier will have 30 days from the date of such notice to resolve the discrepancy to the U.S. Communities reasonable satisfaction. If the Supplier does not so resolve the discrepancy, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier’s quarterly reports and Supplier shall be obligated to reimburse U.S. Communities costs and expenses for such audit.
GENERAL PROVISIONS

5. 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. 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 he may be entitled.

7. This Agreement and U.S. Communities rights and obligations hereunder may be assigned at 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.

8. 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.

A. U.S. Communities
   2033 N. Main Street, Suite 700
   Walnut Creek, CA 94596
   Attn: Program Manager Administration

B. Lead Public Agency
   Harford County Public Schools
   102 S. Hickory Avenue
   Bel Air, MD 21014
   Purchasing Department

C. Supplier

   Attn: U.S. Communities Program Manager

9. 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.
10. 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.

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

12. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California as a contract executed and delivered within the State of California and to be fully performed within the State of California.

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

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

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

Signature________________________________

By ______________________________________
[Typed name]

SUPPLIER: ________________________________

Signature________________________________

By ______________________________________
[Typed name]

Appendix D – Include with the Technical Proposal

Authorized Supplier’s Signature: _________________________________
Appendix E
Corporate Commitment Guidelines
1. The supplier must demonstrate in their RFP response and throughout the term of their contract that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as an executive(s) with company wide authority.

2. The supplier’s field force (direct and/or authorized dealer / rep agency etc.) must lead with their U.S. Communities contract when calling on public agencies nationwide. If the supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) U.S. Communities is required to be the lead offering not just one of the supplier’s options. If a supplier meets resistance or an objection to utilizing U.S. Communities from a public agency, prior to offering an alternate contract option, the suppliers sales representative must contact the U.S. Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the public agency’s objection then the supplier is permitted to pursue other options.

3. In states where the supplier has an existing state contract, U.S. Communities expects the supplier to notify the state of its U.S. Communities contract and transition the state to U.S. Communities upon the state’s request. Regardless of whether or not the state decides to transition to U.S. Communities, U.S. Communities expects the supplier to lead with the U.S. Communities contract to the local public agencies within the state. Local public agencies include but are not limited to: counties, cities, school districts, special districts, community colleges, colleges, universities and non-profits. The above applies to other cooperatives held by the supplier.

4. U.S. Communities recognizes that the main value for a supplier to participate in the U.S. Communities program is to generate new incremental revenue. To ensure the credibility of the program U.S. Communities requires its suppliers to inform their existing public agency customers of their U.S. Communities contract. If an existing public agency client requests to be transitioned to the supplier’s U.S. Communities contract, U.S. Communities expects the supplier to transition the client and report the client’s purchases to U.S. Communities going forward.

Suppler's Initial: __________
Date: __________

Appendix E – Include with the Technical Proposal

Authorized Supplier’s Signature: ________________________________
Appendix F
Supplier Pricing Commitment Compliance Guidelines
Appendix F

Supplier Pricing Commitment Compliance Guidelines

It is U.S. Communities expectation that the standard pricing offered through the supplier’s U.S. Communities contract is generally the lowest overall available pricing net to buyer to state and local agencies nationwide. The supplier does have recourse available to come into compliance with the U.S. Communities pricing commitment when a pre-existing contract and / or a public agency’s unique buying pattern provide one or more public agencies a lower price than the supplier’s U.S. Communities contract. The following options are intended for limited use and not as a routine business practice.

1. If the supplier has a contract that is available to one or more public agencies that offers lower pricing than their U.S. Communities contract, the supplier is required to match the pricing under the U.S. Communities contract and make the eligible public agencies aware that the lower pricing is available under their U.S. Communities contract. If one or more of the eligible agencies request to transition to the U.S. Communities contract, the supplier is expected to transition the agency and report the agency’s purchases under the U.S. Communities contract going forward. The price match only applies to eligible agencies. Below are three examples of contracts and eligible agencies.

   a) The supplier holds a state contract with lower pricing that is available to all public agencies within the state. The supplier would match the lower state pricing under U.S. Communities and make it available to all public agencies within the state.

   b) The supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. The supplier would match the lower cooperative pricing under U.S. Communities and make it available to the ten public agency cooperative members.

   c) The 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. The supplier would be required to match the lower pricing under the U.S. Communities contract and make it available only to the individual public agency.
2. Occasionally U.S. Communities and its suppliers interact with a public agency that has a buying pattern that is a large deviation from the normal public agency buying pattern that causes the supplier’s U.S. Communities pricing to be non-competitive and / or higher than an alternative contract held by the supplier. The cause could be created by a unique end user preference or requirement. When this occasion arises the supplier has the ability to address the issue by lowering the price under the U.S. Communities contract on the item(s) causing the large deviation. The supplier would not be required to lower the price for other agencies.

SUPPLIER’S INITIAL: ________
DATE: __________

Appendix F – Include with the Technical Proposal

Authorized Supplier’s Signature: __________________________________________
Appendix G
Public Agency Solicitation Response Guidelines
Appendix G

Public Agency Solicitation Response Guidelines

While it is the objective of the U.S. Communities program to have public agencies piggyback on the contracts rather than issue their own bids and RFPs, U.S. Communities recognizes that for various reasons many public agencies will issue their own solicitations. The following options are available to U.S. Communities Suppliers when responding to Public Agency solicitations.

1. Respond with your U.S. Communities contract pricing. If successful the sales would be reported under U.S. Communities,
2. If competitive conditions required pricing lower than the standard U.S. Communities contract pricing, the supplier can submit lower pricing through the U.S. Communities contract. If successful the sales would be reported under U.S. Communities,
3. Do not respond to the bid or RFP. Make the U.S. Communities contract available to the agency to compare against their solicitation responses.
4. Respond to the bid or RFP with pricing that is higher (net to buyer) than the Suppliers’ U.S. Communities contract pricing.
5. Respond to the bid or RFP with pricing that is higher (net to buyer) than the Suppliers U.S. Communities contract pricing. If an alternative response is permitted offer the U.S. Communities contract as an alternative for their consideration.

SUPPLIER’S INITIAL: __________
DATE: __________

Appendix G – Include with the Technical Proposal

Authorized Supplier’s Signature: ________________________________
Appendix H
Quarterly Reporting Procedures
Appendix H

Quarterly Reporting Procedures

30 Days after Quarter End, quarterly reporting is due in the required format. Quarterly reporting will include sales reporting for U.S. and Canada, 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.

Submitted reports will be verified by U.S. Communities against their registration database. Any data that differs with the registration database will be changed prior to processing.

U.S. Communities will send to each supplier an error report which details where the supplier sales report differed from the registration database and the anticipated actions to correct those discrepancies. These corrections must be completed prior to the following quarterly sales report. Any questions should be directed to U.S. Communities in writing to mteixeira@uscommunities.org.

Within 60 days of quarter end, U.S. Communities will provide online reporting available to suppliers, sponsors and agencies with updated quarterly reports. The suppliers will be asked to follow up and report back within 15 days of receiving the notification on specific reports available to them online. In general, these are the areas of concern that suppliers will be requested to review and report back on:

<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>

The above reports are available under your supplier login and are found under “Quarterly Sales Report.” Other reports that are also available and are useful in resolving reporting issues and enabling you to better manage your U.S. Communities contract are:

- Agency Sales by Population/Enrollment Report
- Hot Prospect Sales Report
- New Lead Sales Report
- State Qtr Comparison Sales Report
- Advisory Board Usage Report
- Various Agency Type Comparison Reports
- Sales Report Builder
If upon review of sales reports or sales analysis by agencies, sponsors, advisory board members or U.S. Communities staff, a sales reporting discrepancy is highlighted, suppliers will be informed of follow up requirements by e-mail. Suppliers will be expected to provide to U.S. Communities data that sufficiently clarifies sales issues in question in a timely manner so as to be resolved to U.S. Communities’ and Lead Agency’s reasonable satisfaction within 30 days of written request; and if not resolved U.S. Communities will have the right to conduct an audit and subject late fees to the sales in question. If past due fees are determined payable, once amount is determined, Wells Fargo must receive payment by supplier within 15 days.

SUPPLIER’S INITIAL: __________
DATE: __________

Appendix H – Include with the Technical Proposal

Authorized Supplier’s Signature: ________________________________
Appendix I
Market Basket
<table>
<thead>
<tr>
<th>Item #</th>
<th>Manufacturer Item #</th>
<th>Manufacturer Name</th>
<th>Manufacturer Item No. Description</th>
<th>UOM</th>
<th>UOM QTY</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
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<td>ALC-110.4</td>
<td>ACCULAB</td>
<td>ALC Electronic Balance 110x.0001G</td>
<td>EA</td>
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<tr>
<td>2</td>
<td>ALC-320.3</td>
<td>ACCULAB</td>
<td>ALC Electronic Balance 320x.001G</td>
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<td>3</td>
<td>EC2100</td>
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<td>Econ 2100 x 1.0 G BALANCE</td>
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<td>4</td>
<td>VIC 1501</td>
<td>ACCULAB</td>
<td>VICON 1500 x .1 G Balance</td>
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<td>5</td>
<td>VIC-212</td>
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<td>9</td>
<td>EE802</td>
<td>ALDON CORPORATION</td>
<td>ETHYL ALCOHOL DENATURED 3.785L</td>
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<td>ALDON CORPORATION</td>
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<td>A05/1</td>
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<td>B30</td>
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<td>N5504</td>
<td>AMERICAN CHEMICAL SOCIETY</td>
<td>PERIODIC TABLE WALL CHART</td>
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<td>CH10</td>
<td>ANATOMICAL CHART COMPANY</td>
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<td>HP131225</td>
<td>BARNSTEAD</td>
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<td>22</td>
<td>SP131015</td>
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<td>HP15515B(EMD)</td>
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<td>2445</td>
<td>BENNETT WOOD SPECIALTIES INC</td>
<td>Wooden Test Tube Rack, 13-Tube, Openings: 26mm dia.</td>
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<td>25</td>
<td>2425A12</td>
<td>BENNETT WOOD SPECIALTIES INC</td>
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<td>26</td>
<td>S32051</td>
<td>BENNETT WOOD SPECIALTIES INC</td>
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<td>1005-250</td>
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<td>401326</td>
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<td>PYREX BEAKER SET 5/PK</td>
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<td>440121</td>
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<td>223</td>
<td>48180</td>
<td>SI METRIC MANUFACTURING LIMITED</td>
<td>1CM CUBES ASSORTED 1000/PK</td>
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<td>SI METRIC MANUFACTURING LIMITED</td>
<td>ELEMENTARY BALANCE cap 2K g, and readability to 1g.</td>
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<td>227</td>
<td>602C</td>
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<td>228</td>
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<td>T&amp;S EDUCATIONA INC</td>
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<td>234</td>
<td>333143-000</td>
<td>THERMO ELECTRON SCI INSTRU SE</td>
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<td>236</td>
<td>53505F</td>
<td>TROEMNER INC</td>
<td>WEIGHT SET 500G X 1G SLOTTED</td>
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<td>237</td>
<td>56206F</td>
<td>TROEMNER INC</td>
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<td>BURET ACRYLIC - 25ML -BSX-</td>
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<td>DNAKIT</td>
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<td>SUPPORT FOR SIX TUBES</td>
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<td>248</td>
<td>AGA15ENFS</td>
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</table>
U.S. Communities recently established Canadian Communities, an affiliated program in Canada to offer certain qualified contract awards. U.S. Communities will continue to explore other international opportunities as practical based upon the capacity of contract suppliers to properly serve public agencies internationally;

Understanding that all Suppliers may not have the capacity or want to focus on Canadian Communities or other affiliated programs, U.S. Communities offers these opportunities on a voluntary basis to Suppliers.

The terms, conditions and commitments outlined and agreed upon in the U.S. Communities Administration Agreement shall be applied to Canadian Communities and any other international opportunities.

_________ Supplier wishes to participate and has the capacity to serve Canadian public agencies and other international opportunities, and agrees to abide by the terms, conditions and commitments of the executed U.S. Communities Administration Agreement.

_________ Supplier does not wish to participate in Canadian Communities and other international opportunities.

SUPPLIER: _____________________
Signature________________________________
By ______________________________
[Typed name]

*ADDENDUM #1 -
SIGN AND ATTACH TO TECHNICAL PROPOSAL
State Notice Amendment

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:

U.S. Communities link to participating public agencies

Other states:

**Cities, Towns, Villages and Boroughs**
- CITY OF ADAIR VILLAGE
- CITY OF ASHLAND
- CITY OF AUMSVILLE
- CITY OF AURORA
- CITY OF BEAVERTON
- CITY OF BOARDMAN
- CITY OF BURNS
- CITY OF CANBY
- CITY OF CANYONVILLE
- CITY OF CLATSKANIE
- CITY OF COBURG
- CITY OF CONDON
- CITY OF COOS BAY
- CITY OF CORVALLIS
- CITY OF COTTAGE GROVE
- CITY OF DALLAS
- CITY OF DAMASCUS
- CITY OF DUNDEE
- CITY OF EAGLE POINT
- CITY OF ECHO
- CITY OF ESTACADA
- CITY OF EUGENE
- CITY OF FALLS CITY
- CITY OF GATES
- CITY OF GRANTS PASS
- CITY OF GRESHAM
- CITY OF HILLSBORO
- CITY OF HOOD RIVER
- CITY OF JOHN DAY
- CITY OF KLAMATH FALLS
- CITY OF LA GRANDE
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND
RFP – Science/Labware Supplies and Equipment
RFP #08-04026

CITY OF LAKE OSWEGO
CITY OF LAKESIDE
CITY OF LEBANON
CITY OF MALIN
CITY OF McMinnville
CITY OF MEDFORD
CITY OF MILL CITY
CITY OF MILWAUKIE
CITY OF MORO
CITY OF MOSIER
CITY OF NORTH PLAINS
CITY OF OREGON CITY
CITY OF PHOENIX
CITY OF PILOT ROCK
CITY OF PORTLAND
CITY OF POWERS
CITY OF REDMOND
CITY OF REEDSPORT
CITY OF RIDDLE
CITY OF SANDY
CITY OF SCAPPOOSE
CITY OF SHADY COVE
CITY OF SHERWOOD
CITY OF SPRINGFIELD
CITY OF ST. PAUL
CITY OF STAYTON
CITY OF TIGARD, OREGON
CITY OF TUALATIN, OREGON
CITY OF WARRENTON
CITY OF WEST LINN/PARKS
CITY OF WILSONVILLE
CITY OF WINSTON
CITY OF WOOD VILLAGE
CITY OF WOODBURN
CITY OF YACHATS
FLORENCE AREA CHAMBER OF COMMERCE
KEIZER POLICE DEPARTMENT
LEAGUE OF OREGON CITIES
PORTLAND DEVELOPMENT COMMISSION
CITY AND COUNTY OF HONOLULU

Counties and Parishes
ASSOCIATION OF OREGON COUNTIES
BENTON COUNTY
CLACKAMAS COUNTY DEPT OF TRANSPORTATION
CLATSOP COUNTY
COLUMBIA COUNTY, OREGON
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO. 6
CENTRAL SCHOOL DISTRICT 13J
CLACKAMAS EDUCATION SERVICE DISTRICT
COOS BAY SCHOOL DISTRICT
COOS BAY SCHOOL DISTRICT NO.9
COQUILLE SCHOOL DISTRICT 8
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CRESWELL SCHOOL DISTRICT
CROSSROADS CHRISTIAN SCHOOL
CULVER SCHOOL DISTRICT NO.
DALLAS SCHOOL DISTRICT NO. 2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESHUTES COUNTY SD NO.6 - SISTERS SD
DOUGLAS COUNTY SCHOOL DISTRICT 116
DOUGLAS EDUCATION SERVICE DISTRICT
DUFUR SCHOOL DISTRICT NO.29
ESTACADA SCHOOL DISTRICT NO.108
FOREST GROVE SCHOOL DISTRICT
GASTON SCHOOL DISTRICT 511J
GLADSTONE SCHOOL DISTRICT
GLENDALE SCHOOL DISTRICT
GLIDE SCHOOL DISTRICT NO.12
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM-BARLOW SCHOOL DISTRICT
HARNEY COUNTY SCHOOL DIST. NO.3
HARNEY EDUCATION SERVICE DISTRICT
HEAD START OF LANE COUNTY
HERITAGE CHRISTIAN SCHOOL
HIGH DESERT EDUCATION SERVICE DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LA GRANDE SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LEBANON COMMUNITY SCHOOLS NO.9
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C - SCIO SD
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT - SALEM - KEIZER PS
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
MCMINNVILLE SCHOOL DISTRICT NO.40
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DISTRICT
MT. ANGEL SCHOOL DISTRICT NO.91
MULTISENSORY LEARNING ACADEMY
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE POINT SCHOOL DISTRICT NO.41
NEAH-KAH-NIE DISTRICT NO.56
NESTUCC VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH SANTIAM SCHOOL DISTRICT 29J
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
NORTHEAST REGIONAL EDUCATION SERVICE DISTRICT
NYSSA SCHOOL DISTRICT NO. 26
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NO.46
OUR LADY OF THE LAKE SCHOOL
PHILOMATH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NO.4
PORTLAND ADVENTIST ACADEMY
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAINIER SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REEDSPORT SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SEVEN PEAKS SCHOOL
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT
SOUTH COAST EDUCATION SERVICE DISTRICT
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19
SWEET HOME SCHOOL DISTRICT NO.55
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND
RFP – Science/Labware Supplies and Equipment
RFP #08-04026

VERNONIA SCHOOL DISTRICT 47J
WEST HILLS COMMUNITY CHURCH
WEST LINN WILSONVILLE SCHOOL DISTRICT
WHITEAKER MONTESSORI SCHOOL
YONCALLA SCHOOL DISTRICT NO.32
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
EMMANUAL LUTHERAN SCHOOL
HANAHAU’OLI SCHOOL
ISLAND SCHOOL
KAMEHAMEHA SCHOOLS
KE KULA O S. M. KAMAKAU

Higher Education
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
CENTRAL OREGON COMMUNITY COLLEGE
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLUMBIA GORGE COMMUNITY COLLEGE
GEORGE FOX UNIVERSITY
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
MT. HOOD COMMUNITY COLLEGE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIV.
REED COLLEGE
ROGUE COMMUNITY COLLEGE
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
BRIGHAM YOUNG UNIVERSITY - HAWAII
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
UNIVERSITY OF HAWAII AT MANOA

State Agencies
BOARD OF MEDICAL EXAMINERS
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON TOURISM COMMISSION
SEIU LOCAL 503, OPEU
ADMIN. SERVICES OFFICE
HAWAI‘I HEALTH SYSTEMS CORPORATION
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE
STATE OF HAWAI‘I
STATE OF HAWAI‘I
STATE OF HAWAI‘I, DEPT. OF EDUCATION

Special/Independent Districts
BAY AREA HOSPITAL DISTRICT
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT
CHEHALEM PARK AND RECREATION DISTRICT
CITY COUNTY INSURANCE SERVICES
CLEAN WATER SERVICES
COLUMBIA 911 COMMUNICATIONS DISTRICT
COLUMBIA RIVER PUD
DESHUTES COUNTY RFPD NO.2
DESHUTES PUBLIC LIBRARY SYSTEM
EAST MULTNOMAH SOIL AND WATER CONSERVANCY
GASTON RURAL FIRE DEPARTMENT
GLADSTONE POLICE DEPARTMENT
GLENDALE RURAL FIRE DISTRICT
HOODLAND FIRE DISTRICT NO.74
HOODLAND FIRE DISTRICT #74
KLAMATH COUNTY 9-1-1
LANE EDUCATION SERVICE DISTRICT
LANE TRANSIT DISTRICT
MALIN COMMUNITY PARK AND RECREATION DISTRICT
MARION COUNTY FIRE DISTRICT #1
METRO
METROPOLITAN EXPOSITION-RECREATION COMMISSION
MONMOUTH - INDEPENDENCE NETWORK
MULTONAH COUNTY DRAINAGE DISTRICT #1
NW POWER POOL
OAK LODGE WATER DISTRICT
PORT OF ST HELENS
PORT OF UMPQUA
REGIONAL AUTOMATED INFORMATION NETWORK
RIVERGROVE WATER DISTRICT
SALEM AREA MASS TRANSIT DISTRICT
SANDY FIRE DISTRICT NO. 72
SUNSET EMPIRE PARK AND RECREATION
THE NEWPORT PARK AND RECREATION CENTER
THE PORT OF PORTLAND
TILLAMOOK PEOPLES UTILITY DISTRICT
TUALATIN HILLS PARK AND RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
WILLAMALANE PARK AND RECREATION DISTRICT
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

Nonprofit & Other
ALLFOURONE/CRESTVIEW CONFERENCE CTR.
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
ALZHEIMERS NETWORK OF OREGON
ASHLAND COMMUNITY HOSPITAL
ATHENA LIBRARY FRIENDS ASSOCIATION
BARLOW YOUTH FOOTBALL
BENTON HOSPICE SERVICE
BIRCH COMMUNITY SERVICES, INC.
BLIND ENTERPRISES OF OREGON
BONNEVILLE ENVIRONMENTAL FOUNDATION
BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
BROAD BASE PROGRAMS INC.
CANBY FOURSQUARE CHURCH
CANCER CARE RESOURCES
CASCADIA BEHAVIORAL HEALTHCARE
CASCADIA REGION GREEN BUILDING COUNCIL
CATHOLIC CHARITIES
CATHOLIC COMMUNITY SERVICES
CENTRAL BIBLE CHURCH
CENTRAL CITY CONCERN
CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
CHILDPEACE MONTESSORI
CITY BIBLE CHURCH
COAST REHABILITATION SERVICES
COLLEGE HOUSING NORTHWEST
COMMUNITY ACTION TEAM, INC.
COMMUNITY CANCER CENTER
CONFEDERATED TRIBES OF GRAND RONDE
CONSERVATION BIOLOGY INSTITUTE
CONTEMPORARY CRAFTS MUSEUM AND GALLERY
CORVALLIS MOUNTAIN RESCUE UNIT
COVENANT CHRISTIAN HOOD RIVER
COVENANT RETIREMENT COMMUNITIES
DELIGHT VALLEY CHURCH OF CHRIST
DOUGLAS ELECTRIC COOPERATIVE, INC.
EAST HILL CHURCH
EAST SIDE FOURSQUARE CHURCH
SCIENCEWORKS
SELF ENHANCEMENT INC.
SERENITY LANE
SEXUAL ASSAULT RESOURCE CENTER
SEXUAL ASSAULT RESOURCE CENTER
SHELTERCARE
SHERMAN DEVELOPMENT LEAGUE, INC.
SILVERTON AREA COMMUNITY AID
SISKIYOU INITIATIVE
SMART
SOUTH COAST HOSPICE, INC.
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
SPARC ENTERPRISES
SPOTLIGHT THEATRE OF PLEASANT HILL
SPRINGFIELD UTILITY BOARD
ST. ANTHONY CHURCH
ST. ANTHONY SCHOOL
ST. MARYS OF MEDFORD, INC.
SUMMIT VIEW COVENANT CHURCH
SUNRISE ENTERPRISES
TENAS ILLAHEE CHILDCARE CENTER
THE CHURCH OF JESUS CHRIST OF LDS
THE EARLY EDUCATION PROGRAM, INC.
THE NEXT DOOR
THE OREGON COMMUNITY FOUNDATION
TILLAMOOK CNTY WOMENS CRISIS CENTER
TOUCHSTONE PARENT ORGANIZATION
TRAILS CLUB
TRAINING EMPLOYMENT CONSORTIUM
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
UMATILLA-MORROW ESD
UMPQUA COMMUNITY DEVELOPMENT CORPORATION
UNION GOSPEL MISSION
UNITED CEREBRAL PALSY OF OR AND SW WA
UNITED WAY OF THE COLUMBIA WILLAMETTE
US CONFERENCE OF MENNONITE BRETHREN CHURCHES
US FISH AND WILDLIFE SERVICE
USAGENCIES CREDIT UNION
VIRGINIA GARCIA MEMORIAL HEALTH CENTER
VOLUNTEERS OF AMERICA OREGON
WE CARE OREGON
WESTERN RIVERS CONSERVANCY
WESTERN STATES CENTER
WESTSIDE BAPTIST CHURCH
WILD SALMON CENTER
WILLAMETTE FAMILY
WOODBURN AREA CHAMBER OF COMMERCE
WORD OF LIFE COMMUNITY CHURCH
WORKSYSTEMS INC
YWCA SALEM
AMERICAN LUNG ASSOCIATION
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
EAH, INC.
HALE MAHAOLU
HAWAII AGRICULTURE RESEARCH CENTER
MAUI ECONOMIC DEVELOPMENT BOARD
ORI ANUENUE HALE, INC.
ST. THERESA CHURCH
WAIANAE COMMUNITY OUTREACH
WAILUKU FEDERAL CREDIT UNION
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND
GENERAL REQUIREMENTS (SPECIFIC ONLY TO HARFORD COUNTY PUBLIC SCHOOLS)

I. CONTRACT AWARD

Any award to furnish services, supplies and equipment to The Harford County Public Schools (referred to as “HCPS”) shall include, in whole or in part, either attached or incorporated by reference, binding in all respects, these provisions. The words Bidder, Offeror, Consultant, Proposer and Contractor may be used interchangeably.

II. PUBLIC INFORMATION ACT NOTICE

Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by HCPS. Blanket requests for the entire proposal to be held confidential will not be accepted.

HCPS shall determine, in its sole discretion, which (if any) portions of the Offeror’s proposals shall be confidential. It is the responsibility of the Proposer to clearly mark such information (pages) as “Confidential”.

III. INITIATION OF WORK

The Bidder/Offeror shall not commence performance of the services until it receives a formal written notice to proceed from HCPS, in the form of a contract/purchase order or request.

IV. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The contractor shall be responsible for any personnel injury, loss of life, and damage to or loss of property arising from or related to Contractor’s activities or those of its subcontractors, agents, or employees in connection with this agreement. The Contractor shall indemnify and save harmless HCPS, its elected officials, officers, agents and employees from and against all claims, suits, demands, judgments, expenses, actions, damages and costs of every name and description, including but not limited to attorneys fees arising out of or resulting from its negligent or wrongful performance or failure of performance of the Contractor under this agreement or the activities conducted or required to be conducted by the Contractor under this agreement, including its subcontractors, agents, or employees.

V. PERFORMANCE: SAVE HARMLESS: INSURANCE

A. The Contractor shall take proper safety and health precautions and to protect their work, their employees, the public and the property of others from any damage or injury resulting solely from the performance of the work described herein.

B. HCPS shall not be liable for any injuries to the employees, agents, or assignees of the Contractor arising out of or during the course of employment relating to this agreement.

C. The Contractor has in force, or shall obtain, and will maintain insurance in not less than the amounts specified and accordance with the requirements contained in the attached insurance requirements.

VI. SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall inure to and be binding upon the parties hereeto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the contractor, whether such successor or assign be an individual, a
partnership, or a corporation, is acceptable to HCPS, and neither this agreement or the services to be performed thereunder shall be subcontracted, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of HCPS.

VII. CHANGES, ALTERATIONS, OR MODIFICATIONS IN THE DELIVERY OF GOOD AND SERVICES

HCPS shall have the right, at its discretion, to change, alter, or modify the requirements provided for in this agreement and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Contractor or in the contract cost thereof.

If such changes cause an increase or decrease in the contractor’s cost of, or time required for, performance of any provision under this contract, whether or not changed by an order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing with 30 days from the date of receipt by the Contractor of the notification of change unless the project manager or his duly authorized representative grants a further period of time before the date of final payment under the contract.

No services or equipment for which an additional cost or fee will be charged by the Contractor shall be furnished without prior written authorization of HCPS.

VIII. REMEDIES AND TERMINATION

A. Correction of Errors, Defects, and Omissions - The Contractor agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPS. The acceptance of the work set forth herein by HCPS shall not relieve the Contractor of the responsibility.

B. Set-Off - HCPS may deduct from and set-off against any amounts due and payable to the Contractor any back-charges or damages sustained by HCPS by virtue of any breach of this agreement by the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall limit the liability of the Contractor for damages and HCPS may affirmatively collect damages from the Contractor.

C. Termination for Default - If the Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the contract, HCPS may terminate the contract by written notice to the Contractor. The notice shall specify the acts of omissions relied on as cause for termination.

All finished or unfinished supplies, equipment and services provided by the Contractor, shall at HCPS option, become HCPS property. HCPS shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor’s breach.

If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and HCPS can affirmatively collect damages.

D. Termination for Convenience of HCPS - HCPS may terminate all or any part of the requirement under this contract for the convenience of HCPS. In the event of such termination, the contract manager shall determine the costs the Contractor has incurred to the date of termination and such reasonable costs associated with the termination. HCPS shall pay such costs as determined by the contract manager to the Contractor together with reasonable profit reasonably earned by the Contractor to the time of termination but not to include any profit not earned as of the date of termination.
E. **Obligations of Contractor upon Termination** - Upon notice of termination as provided in Paragraphs C and D above, the Contractor shall:

1. Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.

2. Take such action as may be necessary to protect the property of HCPS, place no further orders or subcontract, assign to HCPS in the manner and to the extent directed by HCPS all of the right, title and if ordered by HCPS possession and interest of Contractor under the orders or subcontracts terminated.

F. **Remedies Not Exclusive** - The rights and remedies contained in this general condition are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

IX. **RESPONSIBILITY OF CONTRACTOR**

A. The Contractor shall perform the requirement with that standard of care, skill, and diligence normally provided by a contractor in the performance of similar services.

B. Notwithstanding any review, approval, acceptance, or payment for the services by HCPS, the Contractor shall be responsible for professional and technical accuracy of its work furnished by the Contractor under this agreement.

C. HCPS review, approval, or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to HCPS in accordance with applicable law for all damages to HCPS caused by the Contractor’s negligent performance of any or the services furnished under this contract.

D. The rights and remedies of HCPS provided for under this contract are in addition to any rights and remedies provided by law.

X. **EXAMINATION OF RECORDS**

The Contractor agrees that the auditor of HCPS or any of its duly authorized representatives shall, until expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

XI. **NON-HIRING OF EMPLOYEES**

No employee of the Board of Education of Harford County, or any department, commission, or agency or branch thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while such employee, become or be an employee of the party or parties hereby contracting with said HCPS, or any department, commission, agency or branch thereof.

XII. **CONTINGENT FEE PROHIBITION**

A. The Contractor warrants that they have not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the contractor, to solicit or secure this agreement, and that they have not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

B. For breach or violation of this warranty, HCPS shall have the right to terminate this agreement without liability, or, at its discretion, to deduct from the contract price or consideration, or percentage, brokerage fee, gift or contingent fee.
XIII. **COMPLIANCE WITH LAW**

The Contractor hereby represents and warrants:

A. That it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.

B. That it is not in arrears with respect to the payment of any monies due and owing the county or state, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.

C. That it shall comply with all federal, state, and local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.

D. That it shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this agreement.

E. That the facts and matters set forth hereafter in the “Contract Affidavit” which is attached to this agreement and made a part hereof are true and correct.

XIV. **RECEIPT AND OPENING OF BIDS/PROPOSALS**

Sealed bids/proposals for the requirements identified in the attached statement of work and detailed specifications, as required by the Board of Education of Harford County will be opened at the time and date so specified. Unless otherwise indicated, bids and proposals will be opened in the Purchasing Department, 102 South Hickory Avenue, Third Floor, Room 310, Bel Air, MD 21014. Bidders/Offerors must submit their bids/offers in a sealed envelope to the attention of the Purchasing Department. The Board of Education reserves the right to reject any or all bids/proposals, and/or waive technical defects if, in its judgment the interests of the Board shall so require. Bids/Proposals may be withdrawn before the scheduled time of opening. Withdrawal is not permitted after the bids/proposals are opened.

XV. **AWARD OR REJECTION OF BIDS/PROPOSALS**

The Board of Education also reserves the right to reject the bid/proposal of firms who have demonstrated performance deficiencies or who have previously failed to perform properly or complete on time other Board contracts.

The Board of Education also reserves the right to reject the bid/proposal of bidders/offerors pursuant to Section 5-112 of the Education Article of the Annotated Code of Maryland.

The Board reserves the right to award a contract within ninety (90) days from the date of opening and all pricing must remain firm during that period and until the time of award. Tabulations and bid abstracts will not be provided.

XVI. **INTERPRETATION**

Should any bidder/offeror be in doubt as to the meaning of the statement of work, or anything contained within the solicitation documents, the bidder/offer will contact the Director of Purchasing in writing and request a clarification or additional information. This clarification may result in the issuing of an addendum.

XVII. **DEVIATIONS**

Any deviations to the specifications or statement of work, must be clearly noted in detail by the bidder/offeror, in writing at the time of submittal of the formal bid/proposal. Any deviations from the specifications as written is ground for rejection of the material, equipment and or services when delivered and performed.

XVIII. **WAIVER OF TECHNICALITIES**

Minor differences in the specifications or other minor technicalities may be waived at the discretion of Director of Purchasing or upon recommendation to the Board of Education.
XIX. **PERMITS AND LICENSES**

The contractor awarded this contract must, at its expense, obtain any and all permits required by local, state, federal authorities. The contractor at the time of bid opening must be fully licensed in all trades or special areas that require a license by local, state, federal authorities. It is the contractor’s responsibility to notify the HCPS of lapses in, suspension of or termination of special permits and licenses required under the contract.

XX. **MULTI-AGENCY PROCUREMENT**

HCPS reserves the right to extend the terms and conditions of this contract to any and all other public agencies and school districts. This is conditioned upon the contractor's approval and all purchase and payment transactions will be made directly between the contractor and the requesting public agency. HCPS assumes no obligation on behalf of any other agency.

XXI. **POLITICAL CONTRIBUTION DISCLOSURE**

Contractor shall comply with the provisions of Article 33, Section 30-1 through 30-4 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including agencies or political subdivisions of the State, during the calendar year under which the person receives in the aggregate $10,000 or more, shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of $100 to a candidate of elective office in any primary or general election.

XXII. **NONDISCRIMINATION**

The Contractor shall not discriminate against any person on the basis of race, creed, color, national origin, religion, sex, age, marital status, or mental or physical handicap in connection with performance of this contract. The contractor shall comply fully with all provisions of Executive Order 11246, as amended; the Rehabilitation Act of 1973; and the Vietnam Veteran’s Readjustment Act of 1974. For assistance or questions regarding compliance contact: U.S. department of Labor at 410.962.3572.

XXIII. **GOVERNING LAW**

Any contract resulting from this solicitation is subject to and will be construed and interpreted under the laws of the State of Maryland.

XXIV. **DRUG, TOBACCO, ALCOHOL**

All HCPS properties are “drug, tobacco and alcohol free zones” as designated by local and state laws. Neither the Contractor or their employees or subcontractors are permitted to have any drugs, tobacco, or alcohol product on HCPS property. Use or possession of such items on HCPS property will result in immediate termination of the contract.

XXV. **CONTRACT**

The request for proposal with respect to all items accepted, addenda, agreements and all papers and documents accompanying the same, including these general and special conditions shall constitute the formal contract between the bidder/offer and the HCPS.

XXVI. **INSURANCE**

Please review in detail the insurance requirements contained in the attached document. These requirements are recommended by the Maryland Association of Boards of Education Group Insurance Pool. Please have your insurance agent/company review these insurance requirements prior to submitting a bid or offer. Failure to comply with these insurance requirements may render the bid/offer as non-responsive.

XXVII. **MINORITY BUSINESS ENTERPRISE PARTICIPATION**

Minority participation is encouraged on all contracts and non-minority prime contractors are encouraged to use minority subcontractors.
XXVIII. EMPLOYMENT OF CHILD SEX OFFENDORS

Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722 & of the Criminal Procedure Article of the Annotated code of Maryland states, “A person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding $5,000 or both.”

If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Contractor, the Contractor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any Harford County Public School property, including the project property. Violation of this provision may result in Termination for Cause.

XXIX. USE OF ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor to fulfill contracts solicited by Harford County Public School is in violation of the law and is strictly prohibited. Contractors and subcontractors must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration. A compliance audit may be conducted.

XXX. LANGUAGE

All customer service operations must be based and housed within the continental United States and staffed by English speaking individuals who are fluent in the English language. A 1-800 toll free service line must be provided.
Harford County Public School System – Maryland
(SPECIFIC ONLY TO HARFORD COUNTY PUBLIC SCHOOLS)

Insurance Requirements

1. General Insurance Requirements

1.1 The Contractor shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Contractor has obtained at the Contractor’s own expense all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Contractor will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board’s request, certified copies of the required insurance policies.

1.2 Insurance as required hereunder shall be in force throughout the term of the Contract. Original certificates signed by authorized representatives of the insurers or, at the Board’s request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract.

1.3 The Contractor shall require all Subcontractors to maintain during the term of the Contract insurance to the same extent required of the Contractor herein unless any such requirement is expressly waived or amended by the Board in writing. The Contractor shall furnish Subcontractors’ certificates of insurance to the Board immediately upon request.

1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Board.

Therefore, the phrases “endeavor to” and “. . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

1.5 No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of this Contract.

1.6 If the Contractor does not meet the insurance requirements of this Contract, the Contractor shall forward a written request to the Director of Purchasing for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Director of Purchasing denies the request, the Contractor must comply with the insurance requirements as specified in this Contract.

1.7 All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders’ rating of “A-” or better, and a financial size of “Class VII” or better in the latest evaluation by A. M. Best Company, unless Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.

1.8 Any deductibles or retentions in excess of $10,000 shall be disclosed by the Contractor, and are subject to Board’s written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor’s insurer(s) shall be the sole responsibility of the Contractor.

1.9 If the Board is damaged by the failure or neglect of the Contractor to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Contractor shall bear all reasonable costs properly attributable thereto.
2. **Contractor's Insurance**

2.1 The Contractor shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

2.1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

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

This insurance shall include coverage for all of the following:

i. Liability arising from premises and operations;

ii. Liability arising from the actions of independent contractors;

iii. Contractual liability protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract.

2.1.2 Business auto liability insurance or its equivalent with a minimum limit of $1,000,000 per accident and including coverage for all of the following:

i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and

ii. Automobile contractual liability.

2.1.3 If the Contractor has any employees, workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard “other states” coverage; employers liability insurance or its equivalent with minimum limits of:

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

2.1.4 If the Contractor is an individual or sole proprietor operating without workers compensation coverage, personal health insurance or its equivalent is required.

2.1.5 Professional liability (or errors or omissions liability) insurance or its equivalent with minimum limits of:

- $1,000,000 Each Claim or Wrongful Act; and
- $2,000,000 Annual Aggregate

2.1.6 The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Contractor’s commercial general liability insurance with respect to liability arising out of the services provided under this Contract by Contractor.

**Special Notes:** ISO forms CG 2009 and CG 2010 entitled “Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization” (previously Forms A and B respectively) are NOT ACCEPTABLE. ISO form CG 2026 entitle “Additional Insured – Designated Person or Organization” or a manuscript endorsement with the above wording is required.

“The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers are named as additional insureds on this commercial general liability insurance with respect to liability arising out of the services provided by the Named Insured under Contract: _____________________________ (Enter specific identifying information such as project name, Board’s contract number and/or date of contract).”
2.3 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers under any Contractor’s liability insurance of self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Contractor’s liability insurance policies required herein.)

2.4 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and its elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance of self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.

2.5 If any liability insurance purchased by the Contractor has been issued on a “claims made” basis, the Contractor must comply with the following additional conditions:

2.5.1 The Contractor shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment by the Board under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or

2.5.2 The Contractor shall purchase an extended (minimum two years) reporting period endorsement for each such “claims made” policy in force as of the expiration or termination date of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

3. Indemnification

To the fullest extent permitted by law, Contractor agrees to defend, indemnify, pay on behalf of and save harmless the Board of Education of Harford County, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys’ fees and all other costs connected therewith, arising out of or connected to the services provided by Contractor under this Contract.

4. Waiver of Subrogation

To the fullest extent permitted by law, the Contractor and its invitees, employees, officials, volunteers, agents, and representatives waive any right of recovery against the Board of Education of Harford County for any and all claims, liability, loss, damage, costs or expense (including attorneys’ fees) arising out of the services provided by Contractor under this Contract. Contractor specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered while working on behalf of the Board as an independent contractor. Such waiver shall apply regardless of the cause of original of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Contractor shall advise its insurers of the foregoing.

5. Acknowledgment of Contractor’s Independent Contractor Status and no Coverage For Contractor Under Board’s Workers Compensation Coverage

Contractor hereby acknowledges its status as an independent contractor while performing services on behalf of the Board and that the Board’s workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Contractor or its employees during the Contractor’s performance of services for the Board. To the fullest extent permitted by law, the Contractor specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered during the performance of services as an independent contractor for the Board. Such waiver shall apply regardless of the cause of original of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Contractor shall advise its insurers of the foregoing.
6. **Damage To Property of The Contractor And Its Invitees**

To the fullest extent permitted by law, the Contractor shall be solely responsible for any loss or damage to property of the Contractor or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board.
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 ____________________________, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

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

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

I acknowledge that this affidavit is to be furnished to the requesting agency, to the Secretary of Budget and Fiscal Planning of Maryland, and where appropriate, to the Board of Public Works and the Attorney General under ’16-202, S.F. of the 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

410.638.4082 Purchaser:          John  R. Miller_____

410.638.4082