

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

1. TECHNICAL PROPOSAL

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

TAB 1- COVER LETTER



On behalf of the executive team at Gopher, we are excited to offer a proposal for the US Communities Physical Education, Athletic, and Sports Equipment offering.

Gopher has been a trusted supplier of physical education, sports, and athletic equipment for almost 70 years. Gopher's entire life has been spent in the rural community of Owatonna Minnesota. Our roots are firmly embedded in this hard working southern Minnesota town of 25,000 people. Our 140 employees live, work, and play within 60 miles of our corporate headquarters.

Gopher's current headquarters was built in 2007 with the desire to provide the best possible equipment solutions and a customer experience second to none. In the following executive summary you will see in detail the capacity, infrastructure, and team members we have in place to be the global leader in physical education equipment fulfillment and innovation.

Thank you for this opportunity and please do not hesitate to contact us for any questions, clarifications, product samples, or anything else we can do to help tell our story and showcase our value to the members of US Communities.

Gopher understands that this proposal shall be valid for a period of at least 120 days.

Taber Sawatzky – National Sales Manager – Primary point of contact for clarifications and negotiations

Date:

tabersawatzky@gophersport.com

800-533-0446 x1361

Eric Fjetland – Vice President of Operations – Office authorized to bind Gopher to the terms and conditions of this RFP

Date:

TAB 3- PROPOSER ORGANIZATION PROFILE

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

- Name of firm submitting proposal: Gopher Sport
- Main office address, telephone number, fax number
Gopher
2525 Lemond Street SW
Owatonna MN, 55060
Fax 1-800-451-4855
Phone 1-800-533-0446
- Primary contact email address and website address
Taber Sawatzky – National Sales Manager
tabersawatzky@gophersport.com
www.gophersport.com
- State is company operates as an individual, partnership or corporation
- If a corporation, when and where incorporated to include corporate and tax ID

Corporation: Incorporated in 1947, Owatonna Minnesota.

Tax ID: 41-1796468

DUNS: 022983092

GSA: GS-07F-8989G

- List any dba's
Other Companies: Play With a Purpose(www.pwaponline.com) and Gopher Performance (www.gopherperformance.com)
- Number of years in business: 69 years in business
- Total number of employees: 140
- Total number of employees in the United States: 140

TAB 4- QUALIFICATIONS AND EXPERIENCE

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

EXPERIENCE: Gopher Sport has been continually in business since 1947. Gopher owns a 150,000 ft² distribution center from which approximately 120,000 orders per year are fulfilled. Gopher supplied equipment to 83,000 different institutional customers (schools, colleges, parks, etc.) in the last 3 years. Gopher ships products all over the world. Gopher has more than 40 people dedicated to taking incoming orders and working with customers on projects.

Physical Education, Athletic, and Sports Equipment Experience: The Gopher Catalog was first published in the early 1960's and was one of the earliest to consolidate products for the institutional market from many different suppliers. Prior to that, institutions purchased from Gopher through a team of sales people who would sell from a myriad of individual manufacturer's catalog

Gopher currently publishes the largest physical education and athletic equipment catalog (over 500 pages). The Gopher catalog contains 65 product categories. The institutional market regards Gopher as the best resource for high-quality products. Gopher supplied physical education and athletic equipment to 83,000 different institutional customers in the last 3 yrs. Gopher Category Managers and Product Developers continually update and expand our product offering to serve the needs of our institutional customers. Gopher has invented many hundreds of products specially designed for teachers and coaches

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

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

TAB 5- SUPPLIER INFORMATION

1.1 SUPPLIER QUALIFICATIONS

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

Gopher Sport understands and accepts the Supplier Commitments outlined below: **SIGNED**

SUPPLIERS

Commitments

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

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

(a) Corporate Commitment.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of

Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

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

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

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

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

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be

responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response

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

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

(b) **Pricing Commitment.**

- (i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.
- (ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.
 - (A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.
 - (B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.
 - (C) Supplier holds a contract with an individual Public Agency.

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

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

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S.

Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

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

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

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

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

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

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

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

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

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

- (ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.
- (iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.
- (iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:
 - (A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:
 - (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
 - (2) Copy of original procurement solicitation;
 - (3) Copy of Master Agreement including any amendments;
 - (4) Summary of Products and Services pricing;
 - (5) Electronic link to U.S. Communities' online registration page; and
 - (6) Other promotional material as requested by U.S. Communities.
 - (B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.
 - (C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.
- (v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.
- (vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.
- (vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S.

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

END OF SUPPLIER QUALIFICATIONS SECTION

2. Completed and signed Supplier Worksheet for National Program Consideration in Attachment 4.

3.0 SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

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

- A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.
YES X _ NO ____
- B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?
YES X _ *NO ____
(*If no, identify the states where you have the ability to provide service to Participating Public Agencies.)
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?
YES X _ *NO ____
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)
- D. Check which applies for your company sales last year in the United States:
____ Sales between \$0 and \$25,000,000
____ Sales between \$25,000,001 and \$50,000,000
X Sales between \$50,000,001 and \$100,000,000
____ Sales greater than \$100,000,001
- E. Does your company have existing capacity to provide electronic and ecommerce ordering and billing?
YES X _ NO ____
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
YES X NO ____
- G. Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?
YES X NO ____
- H. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES X NO ____
- I. Will your company commit to the following program implementation schedule?
YES X NO ____
- J. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
YES X NO ____

Submitted by:

(Printed Name)

(Signature)

(Title)

(Date)

3. Completed Supplier Information section in

Attachment 4. Company

1. Provide the total number and location of sales persons employed by your company in the United States.
2. Describe how the above sales persons would be utilized in selling this contract, including the time commitment each sales person will devote to selling this contract.
3. Provide annual sales for 2013,2014 and 2015 in the United States for the proposed Products and/or Services; Sales reporting should be segmented into the following categories:
4. Submit your current Federal Identification Number and latest **Dun & Bradstreet report.**

Tax ID: 41-1796468
DUNS: 022983092
GSA: GS-07F-8989G

PRINT AND INSERT D&B REPORT HERE

Prophet Corporation, The

DUNS: 02-298-3092

Business Information Report

Company Information

2525 Lemond St Sw
Owatonna, MN 55060

This is a **headquarter** location.
This business has additional branches;
detailed branch information is available
in D&B's linkage or family tree products.

Website www.prophet.com
Telephone (507) 446-5844
Chief Executive: DIRECTOR(S): THE OFFICER(S)
Stock Symbol: NA
Year Started 1947
Employees 140

Financial Statement

Sales NA
Net Worth NA
History: NA
Financial Condition: NA
Financing: SECURED
SIC: 5091
Line of Business: Whol sporting/recreational goods

Corporate Family:

This business is a headquarter of the corporate family.

Scores

78 ▲
3 days beyond terms



Based on up to 24 months of trade.

D&B PAYDEX® Key



High risk of late payment
(average 30 to 120 days beyond terms)



Medium risk of late payment
(average 30 days or less beyond terms)

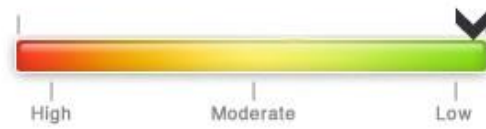


Low risk of late payment
(average prompt to 30+ days sooner)

Risk Category
Low

Conservative Credit Limit
\$500k

\$1,000k



D&B Rating

Rating

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The credit rating was assigned based on D&B's assessment of the company's financial ratios and its cash flow. For more information, see the D&B Rating Key.

Below is an overview of the company's rating history since 06/25/2002

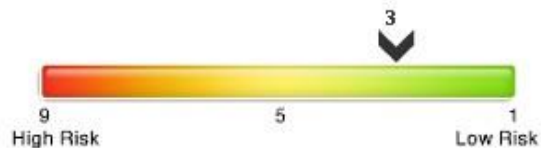
D&B Rating	Date Applied
--	2013-12-11
1R2	2013-01-18
--	2012-10-31
1R3	2010-10-18
3A4	2010-05-14
1R2	2009-05-15
--	2009-01-02
1R3	2004-09-14
1R4	2003-10-15
4A2	2002-06-25

The Summary Analysis section reflects information in D&B's file as of May 4, 2016

D&B Viability Rating

3

Viability Score

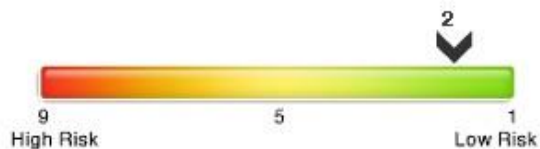


Compared to ALL US Businesses within the D&B Database:

- Level of Risk: **Low Risk**
- Businesses ranked 3 have a probability of becoming no longer viable: **3%**
- Percentage of businesses ranked 3: **15%**
Across all US businesses, the average probability of becoming no longer viable: **14%**

2

Portfolio Comparison



Compared to ALL US Businesses within the D&B Database:

- Model Segment: **Established Trade Payments**
- Level of Risk: **Low Risk**
- Businesses ranked 2 within this model segment have a probability of becoming no longer viable: **3%**
- Percentage of businesses ranked 2 within this model segment: **16%**
- Within this model segment, the average probability of becoming no longer viable: **5%**

B

Data Depth Indicator



Data Depth Indicator:

Rich Firmographics
Extensive Commercial Trading Activity
Basic Financial Attributes

G

Company Profile

Financial Data	Trade Payments	Company Size	Years in Business
Not Available	Available (3+Trade)	Large	Established

Compared to ALL US Businesses within the D&B Database:

- Financial Data: **Not Available**
- Trade Payments: **Available: 3+Trade**
- Company Size: **Large: Employees:50+ or Sales: \$500K+**
- Years in Business: **Established: 5+**

History & Operations

History

The following information was reported: **04/19/2016**

Officer(s):

JOEL JENNINGS, CEO
TODD JENNINGS, COO
DANIEL GORMAN, V PRES

DIRECTOR(S):

THE OFFICER(S)

The Minnesota Secretary of State's business registrations file showed that The Prophet Corporation was registered as a Corporation on November 18, 1994.

Stock ownership undetermined.

Business started 1947 by James Pofahl and Malcolm Stephenson. Present control succeeded 1979.

BUSINESS HISTORY:

JOEL JENNINGS born 1938. 1979-present active here. 1971-1979 employed by National Computer Systems Inc, Minneapolis, MN. 1961-1971 employed by Aluminum Corporation of America Inc, Minneapolis, MN.

TODD JENNINGS. 1992-present active here.

DANIEL GORMAN. 1973-present active here.

RELATED CONCERNS :

Business address has changed from 220 24th Ave N W, Owatonna, MN, 55060 to 2525 Lemond St Sw, Owatonna, MN, 55060.

Operations

04/19/2016

Description:

Operates as a wholesaler of sporting and recreational goods, specializing in exercise equipment, gymnasium equipment and athletic goods (100%).

URL: www.gophersport.com.

Has 32,000 account(s). Terms are cash and Net 30 days. Sells to general public and commercial concerns.
Territory : International.

Nonseasonal.

Employees: 140 which includes officer(s). Undetermined employed here.

Facilities: Owns 98,000 sq. ft. in a one story brick building.

Branches: This business has additional branches; detailed branch information is available in D&B's linkage or family tree products.

SIC & NAICS

SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific to a company's operations that if we use the standard 4-digit code. The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

5091 0501 Exercise equipment
5091 0502 Gymnasium equipment
5091 9901 Athletic goods

NAICS:

423910 Sporting and Recreational Goods and Supplies Merchant Wholesalers

Payments

PAYDEX®®

The D&B PAYDEX® is a unique, dollar weighted indicator of payment performance based on up to 65 payment experiences as reported to D&B by trade references.

3 Month PAYDEX®

78 ▲

When weighted by dollar amount,
payments to suppliers average 3 days beyond terms
terms.

Based on payments collected over the last 3 months

24 Month PAYDEX®

78 ▲

When weighted by dollar amount,
payments to suppliers average 3 days beyond terms
terms.

Based on payments collected over the last 24 months

When dollar amounts are not considered, then
approximately 91 of the company's payments are within
terms.

- High risk of late payment (average 30 to 120 days beyond terms)
- Medium risk of late payment (average 30 days or less beyond terms)
- Low risk of late payment (average prompt to 30+ days sooner)

Payments Summary

Total (Last 24 Months): 65

	Total Received	Total Dollar Amount	Largest High Credit Paymentsummary	Within Terms	Days Slow			
					31	30-80	81-90	90
Top Industries								
Telephone communictns	7	\$1,600.00	\$500.00	84%	16	0	0	0
Nonclassified	5	\$363,000.00	\$200,000.00	86%	0	14	0	0
Mfg sporting goods	4	\$28,600.00	\$20,000.00	100%	0	0	0	0
Whol sporting goods	3	\$95,000.00	\$70,000.00	100%	0	0	0	0
Arrange cargo transpt	2	\$245,000.00	\$200,000.00	100%	0	0	0	0
Whol computers/softwr	2	\$42,500.00	\$40,000.00	100%	0	0	0	0
Help supply service	2	\$8,000.00	\$7,500.00	100%	0	0	0	0
Security broker/deal	2	\$3,250.00	\$2,500.00	100%	0	0	0	0
Whol office supplies	2	\$3,000.00	\$2,500.00	100%	0	0	0	0
Short-trm busn credit	2	\$2,750.00	\$2,500.00	100%	0	0	0	0
Mfg games/toys	2	\$1,100.00	\$1,000.00	100%	0	0	0	0
Trucking non-local	2	\$1,050.00	\$1,000.00	47%	5	0	0	48
Whol electrical equip	2	\$600.00	\$500.00	100%	0	0	0	0
Knit outerwear mill	1	\$200,000.00	\$200,000.00	100%	0	0	0	0
Mfg nonwd office furn	1	\$15,000.00	\$15,000.00	100%	0	0	0	0
Mfg motorcycles/bikes	1	\$10,000.00	\$10,000.00	100%	0	0	0	0
Employment agency	1	\$10,000.00	\$10,000.00	100%	0	0	0	0
Whol service equip	1	\$5,000.00	\$5,000.00	100%	0	0	0	0
Air courier service	1	\$5,000.00	\$5,000.00	50%	0	50	0	0
Whol service paper	1	\$2,500.00	\$2,500.00	100%	0	0	0	0
Granite mining	1	\$2,500.00	\$2,500.00	50%	50	0	0	0
Mfg wood fixtures	1	\$2,500.00	\$2,500.00	0%	100	0	0	0
Mfg plastic foam prdt	1	\$2,500.00	\$2,500.00	50%	50	0	0	0
Misc business credit	1	\$1,000.00	\$1,000.00	100%	0	0	0	0
Mfg computers	1	\$1,000.00	\$1,000.00	100%	0	0	0	0
Public finance	1	\$1,000.00	\$1,000.00	100%	0	0	0	0
Data processing svcs	1	\$750.00	\$750.00	100%	0	0	0	0
Misc coml printing	1	\$750.00	\$750.00	100%	0	0	0	0
Radiotelephone commun	1	\$500.00	\$500.00	100%	0	0	0	0
Books-print/publish	1	\$500.00	\$500.00	50%	50	0	0	0
Whol furniture	1	\$250.00	\$250.00	100%	0	0	0	0
Misc publishing	1	\$250.00	\$250.00	100%	0	0	0	0

	Total Received	Total Dollar Amount	Largest High Credit Paymentsummary	Within Terms	Days Slow			
					31	30-80	81-90	90
Mfg medical instrmnt	1	\$100.00	\$100.00	100%	0	0	0	0
Coating/engravesvcs	1	\$100.00	\$100.00	100%	0	0	0	0
Mfg photograph equip	1	\$50.00	\$50.00	100%	0	0	0	0
Lithographicprinting	1	\$50.00	\$50.00	100%	0	0	0	0
OtherCategories								
Cash experiences	4	\$900	\$750	--	--	--	--	--
Unknown	1	\$15,000	\$15,000	--	--	--	--	--
Unfavorable comments	0	\$0	\$0	--	--	--	--	--
Placed for collections with D&B:	0	\$0	\$0	--	--	--	--	--
Other	0	N/A	\$0	--	--	--	--	--
Total in D&B's file	65	\$1,072,650	\$200,000	--	--	--	--	--

The highest Now Owes on file is \$200,000

The highest Past Due on file is \$5,000

There are 65 payment experience(s) in D&Bs file for the most recent 24 months, with 35 experience(s) reported during the last three month period.

PaymentsDetails

Total (Last 24 Months): 65

Date	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
04/2016	Ppt	\$200,000	\$100,000	\$0	--	1 mo
04/2016	Ppt	\$60,000	\$750	\$750	--	1 mo
04/2016	Ppt	\$5,000	\$0	\$0	--	6-12 mos
04/2016	Ppt	\$250	\$250	\$0	--	1 mo
04/2016	Ppt	\$100	\$0	\$0	--	2-3 mos
04/2016	Ppt-Slow 60	\$100,000	\$7,500	\$0	--	1 mo
03/2016	Ppt	\$200,000	\$200,000	\$0	--	1 mo
03/2016	Ppt	\$200,000	\$80,000	\$5,000	--	1 mo
03/2016	Ppt	\$70,000	\$10,000	\$100	--	1 mo
03/2016	Ppt	\$45,000	\$7,500	\$0	--	1 mo
03/2016	Ppt	\$40,000	\$10,000	\$0	N30	1 mo
03/2016	Ppt	\$15,000	\$2,500	\$0	N60	1 mo
03/2016	Ppt	\$15,000	\$5,000	\$0	1 15 N30	1 mo
03/2016	Ppt	\$10,000	\$2,500	\$0	--	1 mo
03/2016	Ppt	\$10,000	\$0	\$0	--	1 mo
03/2016	Ppt	\$7,500	\$0	\$0	N30	4-5 mos
03/2016	Ppt	\$2,500	\$0	\$0	--	6-12 mos
03/2016	Ppt	\$2,500	\$500	\$0	--	1 mo
03/2016	Ppt	\$2,500	\$2,500	\$0	N30	1 mo

Date	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
03/2016	Ppt	\$2,500	\$0	\$0	N30	1 mo
03/2016	Ppt	\$2,500	\$0	\$0	--	6-12 mos
03/2016	Ppt	\$1,000	\$0	\$0	--	1 mo
03/2016	Ppt	\$750	\$750	\$0	N30	1 mo
03/2016	Ppt	\$750	\$250	\$0	--	1 mo
03/2016	Ppt	\$500	\$50	\$0	N30	1 mo
03/2016	Ppt	\$500	\$500	\$0	--	1 mo
03/2016	Ppt	\$500	\$0	\$0	--	2-3 mos
03/2016	Ppt	\$250	\$0	\$0	--	2-3 mos
03/2016	Ppt	\$100	\$0	\$0	--	2-3 mos
03/2016	Ppt-Slow 30	\$500	\$500	\$100	--	1 mo
03/2016	Ppt-Slow 30	\$500	\$250	\$0	--	1 mo
03/2016	Ppt-Slow 120	\$1,000	\$50	\$0	--	1 mo
03/2016	Slow 30	\$2,500	\$0	\$0	N30	6-12 mos
03/2016	Slow 30	\$50	\$50	\$50	--	1 mo
03/2016	(035)	\$15,000	\$1,000	\$1,000	N30	--
12/2015	Ppt	\$1,000	--	--	--	1 mo
12/2015	Ppt	\$500	\$0	\$0	--	6-12 mos
12/2015	Ppt	\$500	\$500	\$0	PROX	1 mo
12/2015	Ppt	\$100	\$0	\$0	--	6-12 mos
12/2015	Ppt	\$100	\$0	\$0	--	6-12 mos
12/2015	Ppt	\$100	\$0	\$0	--	6-12 mos
12/2015	Ppt	\$100	\$0	\$0	--	6-12 mos
12/2015	Ppt	\$100	\$0	\$0	--	6-12 mos
12/2015	Ppt	\$50	\$0	\$0	--	6-12 mos
11/2015	Ppt	\$20,000	\$250	\$0	--	1 mo
11/2015	(045)	\$50	--	--	Cash account	1 mo
08/2015	Ppt	\$50	\$0	--	--	6-12 mos
06/2015	Ppt	\$1,000	\$0	\$0	--	6-12 mos
05/2015	Ppt	\$250	\$0	\$0	N30	6-12 mos
03/2015	Ppt-Slow 60	\$5,000	\$50	\$0	--	1 mo
03/2015	(050)	\$750	--	--	Cash account	1 mo
03/2015	(051)	\$50	--	--	Cash account	1 mo
02/2015	Ppt	\$100	\$0	\$0	N30	6-12 mos
02/2015	Ppt-Slow 30	\$2,500	\$2,500	\$0	--	1 mo
01/2015	Ppt	\$2,500	\$0	\$0	--	6-12 mos
12/2014	Ppt	\$7,500	\$1,000	\$1,000	--	1 mo
12/2014	Ppt	\$100	\$0	\$0	--	6-12 mos
11/2014	Ppt	\$1,000	\$0	\$0	--	6-12 mos
10/2014	Ppt	\$10,000	\$0	\$0	N30	6-12 mos

Date	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
09/2014	Ppt	\$500	\$0	\$0	Regular terms	6-12 mos
09/2014	Ppt	\$250	\$0	\$0	--	6-12 mos
08/2014	Ppt-Slow 30	\$2,500	\$250	\$0	--	1 mo
07/2014	(062)	\$50	--	--	Cash account	1 mo
06/2014	Ppt	\$1,000	\$0	\$0	--	1 mo
05/2014	Ppt	\$750	\$0	\$0	--	1 mo
03/2014	Ppt	\$50	--	--	--	2-3 mos

Payments Detail Key: ■ 30 or more days beyond terms

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

Banking and Finance

Statement Update

Key Business Ratios from D&B

We currently do not have enough information to generate the graphs for the selected Key Business Ratio.

- [This Company](#)

Key Financial Comparisons

	(\$)	(\$)	(\$)
This Company's Operating Results Year Over Year			
Net Sales	NA	NA	NA
Gross Profit	NA	NA	NA
Net Profit	NA	NA	NA
Dividends / Withdrawals	NA	NA	NA
Working Capital	NA	NA	NA
This Company's Assets Year Over Year			
Cash	NA	NA	NA
Accounts Receivable	NA	NA	NA
Notes Receivable	NA	NA	NA
Inventories	NA	NA	NA
Other Current	NA	NA	NA
Total Current	NA	NA	NA
Fixed Assets	NA	NA	NA
Other Non Current	NA	NA	NA
Total Assets	NA	NA	NA
This Company's Liabilities Year Over Year			
Accounts Payable	NA	NA	NA
Bank Loan	NA	NA	NA
Notes Payable	NA	NA	NA
Other Current Liabilities	NA	NA	NA
Total Current Liabilities	NA	NA	NA
Other Long Term and Short Term Liabilities	NA	NA	NA
Defferred Credit	NA	NA	NA
Net Worth	NA	NA	NA
Total Liabilities and Net Worth	NA	NA	NA



We currently do not have any recent financial statements on file for your business. Submitting financial statements can help improve your D&B scores. To submit a financial statement, please call customer service at 800-333-0505.

Key Business Ratios

	This Company	Industry Median	Industry Quartile	
Solvency				
Quick Ratio	NA	NA	NA	
Current Ratio	NA	NA	NA	
Current Liabilities to Net Worth	NA	NA	NA	
Current Liabilities to Inventory	NA	NA	NA	
Total Current	NA	NA	NA	
Fixed Assets to Net Worth	NA	NA	NA	
Efficiency				
Collection Period	NA	NA	NA	
Inventory Turn Over	NA	NA	NA	
Sales to NWC	NA	NA	NA	
Acct Pay to Sales	NA	NA	NA	
Profitability				
Return on Sales	NA	NA	NA	
Return on Assets	NA	NA	NA	
Return on NetWorth	NA	NA	NA	

Public Filings

Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	6	03/24/16

The following Public Filing data is for information purposes only and is not the official record.
Certified copies can only be obtained from the official source.

Judgments

We currently don't have enough data to display this section

Liens

We currently don't have enough data to display this section

Suits

We currently don't have enough data to display this section

UCC Filings

Collateral: Business machinery/equipment including proceeds and products
Type: Original
Sec.Party: U.S. BANK EQUIPMENT FINANCE, A DIVISION OF U.S. BANK
NATIONAL ASSOCIATION, MARSHALL, MN
Debtor: THE PROPHET CORPORATION
Filing No.: 880620000698
Filed With: SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN
Date Filed: 03/24/16
Latest Info Received: 03/29/16

Collateral: Equipment
Type: Original
Sec.Party: U.S. BANK EQUIPMENT FINANCE, MARSHALL, MN
Debtor: THE PROPHET CORPORATION
Filing No.: 201227016002
Filed With: SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN
Date Filed: 01/26/12
Latest Info Received: 02/06/12

Collateral: Leased Equipment
Type: Original
Sec.Party: WELLS FARGO EQUIPMENT FINANCE INC, MINNEAPOLIS, MN
Debtor: THE PROPHET CORPORATION
Filing No.: 200813209719
Filed With: SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN
Date Filed: 09/16/08
Latest Info Received: 09/25/08

Collateral: NA
Type: Amendment
Sec.Party: WELLS FARGO BANK, NATIONAL ASSOCIATION, MINNEAPOLIS, MN
Debtor: THE PROPHET CORPORATIONand OTHERS
Filing No.: 20091645582
Filed With: SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN
Date Filed: 06/17/09
Latest Info Received: 06/25/09

Collateral: NA
Type: Continuation
Sec.Party: WELLS FARGO BANK, NATIONAL ASSOCIATION, MINNEAPOLIS, MN
Debtor: THE PROPHET CORPORATIONand OTHERS
Filing No.: 20133300099
Filed With: SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN
Date Filed: 07/05/13
Latest Info Received: 07/10/13

Collateral: NA
Type: Original
Sec.Party: STEELCASE FINANCIAL SERVICES INC., GRAND RAPIDS, MI
Debtor: THE PROPHET CORPORATION
Filing No.: 200915115715

Filed With: SECRETARY OF STATE/UCC DIVISION, SAINT PAUL, MN
Date Filed: 02/26/09
Latest Info Received: 03/03/09

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

Government Activity

Summary

Borrower (Dir/Guar): NO
Administrative Debt: NO
Contractor: YES
Grantee: NO
Party excluded from federal program(s): NO

Possible Candidate:
Labor Surplus Area: N/A
Small Business: N/A
8(A) Firm: N/A

The public record items contained herein may have been paid, terminated, vacated, or released prior to today's date

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

Special Events

N/A

Corporate Linkage

Parent		
Company Name	DUNS #	City, State
THE PROPHET CORPORATION	02-298-3092	OWATONNA, MINNESOTA
Company Name	DUNS #	City, State
THE PROPHET CORPORATION	02-298-3092	OWATONNA, MINNESOTA

Distribution

1. 1. Describe how your company proposes to distribute the Products nationwide. Gopher Sport ships most orders out of our 150,000 ft² Distribution Center located centrally in the U.S. in Owatonna, Minnesota. Orders received before 2 PM are processed the same day and stock items ship that same day. Our central US location allows shipment time anywhere in the U.S. in 4 days or less
2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user. Fed Ex Ground, Conway Freight, Echo Global Logistics and USPS
3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user. Our outbound freight as a % of Net sales as it relates to cost is considered “ Best In Class – source Transportation and Logistics Council www.TLCouncil.org. Also our cost per unit shipped is at a best in class level – Source – Warehouse Education and Resource Council (WERC). Finally we are a WERC certified facility. See link below and attached document. “ ***Gopher Sport has been evaluated for process excellence and has met the qualifications to be named a WERC Certified Warehouse.***”
<http://www.werc.org/certified/>
4. Provide the number, size and location of your company’s distribution facilities, warehouses and retail network as applicable. We own a 150,000 ft² fully-automated distribution facility on 10 acres in in Owatonna, Minnesota. Owatonna is 55 miles south of Minneapolis, MN and located just off of Interstate 35 which is a main freeway system. (see 2nd attachment). Owatonna is also the home of several the largest trucking company terminals such as Fed Ex, UPS, Conway, UPS, ABF, YRC etc..
5. Provide the number and location of support centers (if applicable). Single location.

6. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

Gopher Sport does business with companies that supply high-quality products, have excellent product availability and offer competitive prices. Any company who can meet those three criteria is eligible to do business with Gopher Sport.

Some Gopher Sport vendors are women-owned businesses. Three minority shareholders of Gopher Sport are women.

a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), your company's diversity of owner employees, etc. Gopher Sport is an ESOP organization. Two of Gophers owners of the majority share are women minority share owners. Also, Learning Zone Xpress listed below, is a women owned and local company.

b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Learning Zone Xpress <http://www.learningzonexpress.com/about-us>
667 E Vine St, PO Box 1022
Owatonna, MN 55060
[888-455-7003](tel:888-455-7003) (US Only)

Marketing

National Staffing Plan

1. A staffing plan is required which describes the Proposer's proposed staff distribution to implement and manage this contract throughout the term of the contract. At a minimum, this plan should include the following:

a. Identify the key personnel who will lead and support the implementation period of the contract

3.0 NEW SUPPLIER IMPLEMENTATION CHECKLIST

New Supplier Implementation Checklist	Target Completion After Award
1. First Conference Call – Todd Jennings, Matt Ginskey, Taber Sawatzky, Beth Gauthier, Eric Fjetland, Mike Prochaska – Time of call, any follow-up needed 8 hours Initial Kick Off Call to discuss expectations Establish initial contact people & roles/responsibilities Supplier Log-In Credentials established	One Week
2. Executed Legal Documents – Todd Jennings, Matt Ginskey, Taber Sawatzky U.S. Communities Admin Agreement Lead Public Agency Agreement signed	One Week
3. Program Contact Requirements – Taber Sawatzky, Eric Fjetland – 8 hours Supplier contacts communicated to U.S. Communities Staff Dedicated email Dedicated toll free number Dedicated fax number	One Week

4. Second Conference Call - Todd Jennings, Matt Ginskey, Taber Sawatzky, Beth Gauthier, Eric Fjetland, Mike Prochaska – Time of call, any follow-up needed – 8- 24 hours Set Contract Launch Date & Outline Kick Off Plan Establish WebEx Training Dates Review Contract Commitments Complete Supplier Set Up Form Complete User Account and User ID Form Identify Dates for Senior Management Meeting	Two Weeks
5. Marketing Kick Off Call – Matt Ginskey, Taber Sawatzky – 8 hours Overview of Marketing Requirements Establish Timeline for Marketing Deliverables Set Weekly Marketing Call	Two Weeks
6. Initial NAM & Staff Training Meetings – Matt Ginskey, Taber Sawatzky, Chad Monson – 8-24 hours Discuss expectations, roles & responsibilities Introduce and review web-based tools Review process & expectations of Lead Referral contact with NAM & identified LRC	Three Weeks
7. Senior Management Meeting Todd Jennings, Matt Ginskey, Taber Sawatzky, Beth Gauthier, Eric Fjetland, Mike Prochaska – Time of call, any follow-up needed – 8- 24 hours Implementation Process Progress Report, U.S. Communities & Vendor Organizational Overview Supplier Manager to review & further discuss commitments	Four Weeks
8. Review Top Joint Target Opportunities – Matt Ginskey, Taber Sawatzky Top 10 Local Contracts Review top U.S. Communities PPA's	Five Weeks

9. Web Development Matt Ginskey, Taber Sawatzky, Chad Monson – 24 hours	
Initiate IT contact	Two Weeks
Initiate E-Commerce Conversation	Two Weeks
Product Upload to U.S. Communities site	Five Weeks
10. Sales Training & Roll Out – Taber Sawatzky, Regional Sales Managers (3) – 8-24 hours	
Program Manager briefing - Coordinate with NAM	Five Weeks
Initial remote WebEx training for all sales - Coordinate with NAM	Four Weeks
Initiate contact with Advisory Board (AB) members	Six Weeks
Determine PM & Local Metro teams strategy sessions	Six Weeks

- b. Identify the key personnel who are to be engaged in this contract throughout the term of the contract and their relationship to the contracting organization;
2. Provide an organizational chart of your company.



3. Submit the resumes of the below personnel:

Products, Services and Solutions

Quality

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

Describe and provide any product or service warranties. We offer a 100% Unconditional Satisfaction Guarantee. If a customer is dissatisfied with the performance of the product they purchased from us, we will either replace the product, provide a replacement part free of charge, refund the purchase price or credit the account.

4.

Administration

1. Describe your company's capacity to employ telephone, ecommerce, etc., with a specific proposal for processing orders under the Master Agreement.
2. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation. All methods: phone, fax, email, mail, and directly through our website.
3. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
4. Describe your company's ecommerce capabilities: We accept orders via our website. We have also customized landing pages for customer specific ecommerce requirements. We can load in discount structures with login security to give customers access to pricing and historical order data.
 - a. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.). We can create custom punch out sites for customers and we accept PO's and CC via our website.
 - b. Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations.
5. Describe any existing multi-state cooperative purchasing programs, including the entity's name(s), contact person(s), contact information and annual volume.
6. Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.
7. Describe the capacity of your company to provide management reports, i.e. commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.
8. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.
9. **Environmental**
 1. Provide a brief description of any company environmental initiatives, including your company's environmental strategy, your investment in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy. Gopher Sport maintains an on-site recycling and recyclable segregation plan. Our Customer Service team has implemented "No print rule" to save resources.
 2. Describe your company's process for defining green products or sustainable processes. We do not have a process for defining green products.
 3. Provide a green product listing. Describe any environmental attributes (recycled materials, energy efficiency, biodegradable, low-toxicity, etc.) or certifications achieved for each product. We do not have a green product listing. To our knowledge, all of our products adhere to all necessary certifications and laws.
 4. Describe your product's recyclability. Describe any buy back or take back options offered. Describe your company's efforts to reduce or reuse packaging and minimize environmental footprint in the shipping process. Our shipping team utilizes recyclable air bags for packing. We have also implemented a box on demand process that creates box sizes by order to reduce the packaging for each shipment.
 5. What percentage of your offering is environmentally preferable and what are your plans to improve this offering? We do not have a plan in this area.

TAB 6- FINANCIAL STATEMENTS

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



5/6/16

TO: US Communities Review Panel

Greetings Review Panel,

Because Gopher Sport is a privately held company, the owners respectfully decline your request for a copy of our audited financial statements.

I am happy to share the following with you about our financial condition:

Gopher Sport is a privately-held S Corporation based in Minnesota. A majority of the company is owned by the man who bought the company in the 1970's. There are several additional individual minority shareholders, three of whom are women. The final portion of the company is owned by an ESOP trust which gives them an ownership stake to the active employees of the company.

Gopher Sport has been in continuous operation for almost 70 years (since 1947). The company has never had a bankruptcy. The company is debt free, growing and profitable. The company has hired Eide Bailly to perform an annual audit for the last approximately 40 years. The auditor has always given the company an "unqualified opinion that the financial statements accurately reflect the condition of the business.

As you have read in the preceding Technical Proposal, we are blessed to be a very successful national supplier to almost every school in the U.S. as well as thousands of other institutional entities. And with great humility I am happy to point out that our customers really love us because of the quality of our products and how easy we are to do business with.

If the point of reviewing our financial statements was to ascertain whether we were large enough or healthy enough to handle supplying US Communities customers now and in the future, I can assure you we are. We plan on continuing to grow for another 70 years by offering only high-quality, innovative products to institutional users and providing truly excellent service.

con,;decat;on,

Todd Jennings

CEO -Gopher Sport

TAB 7- HARFORD COUNTY PUBLIC SCHOOLS CONTRACT AGREEMENT, **signed**

SECTION 6- HARFORD COUNTY PUBLIC SCHOOLS CONTRACT AGREEMENT

MASTER PURCHASE AGREEMENT:

By and Between:

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

102 S. Hickory Ave.

Bel Air, MD 21014

and

THIS MASTER PURCHASE AGREEMENT made and entered into **this**,__ day of _____, 2015, by and between Harford County Public Schools, Maryland (hereinafter referred to as "School District", "HCPS" or "District"), and _____, a corporation

authorized to conduct business in the State of Maryland (hereinafter referred to as "Supplier")

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

WITNESSETH:

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

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

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

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

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

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

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

The effective date of any notice under this Master Purchasing Agreement shall be the date of the recipient by the addressee. The failure of either party to give notice of default, or to strictly enforce or insist upon compliance with any of the terms or conditions of this Master Purchase Agreement, or the granting of an extension of time for performance shall not

constitute the permanent waiver of any term or condition of this Master Purchasing Agreement. This Master Purchasing Agreement and each of its provisions shall remain at all times in full force effect until modified by the parties in writing.

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

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

by _____
Superintendent of Schools Date

by _____
President of Board of Education Date

by _____
Supervisor of Purchasing Date

SUPPLIER:

by _____
Authorized Representative Date

by _____
Company Name

7.0 MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies' procurement of Products and Services.
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the

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

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

TAB 8- REQUIRED DOCUMENTS

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

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

6.0 ADMINISTRATION AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

ARTICLE II

TERM OF AGREEMENT

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

ARTICLE III

REPRESENTATIONS AND COVENANTS

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

3.2 U.S. Communities' Representations and Covenants.

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

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

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

(a) Corporate Commitment.

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

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

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

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

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

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

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

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of

the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

PRICING AUDITS

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

ARTICLE V

FEES & REPORTING

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

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

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

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

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

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

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

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

ARTICLE VI

MISCELLANEOUS

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

6.3 Assignment.

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

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

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

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

Supplier: _____

Attn: U.S. Communities Program Manager

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank – Signatures Follow]

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

By _____

Name: _____

Title: _____

EXHIBIT A

HCPS MASTER AGREEMENT TO BE ATTACHED AT TIME OF AWARD.

EXHIBIT BSALES REPORT FORMAT

Appendix B - US (Data Format)

Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	160	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1525.50
956000222	160	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1603.64
956000735	160	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1625.05
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	45090.79
066002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2012	2	5	318.00
066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2012	2	5	212.00

SALES REPORT DATA FORMAT					
Column Name	Required	Data Type	Length	Example	Comment
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below
Account No.	Optional	Text	25 max		Depends on supplier account no.
Agency Name	Yes	Text	255 max		Los Angeles County
Dept Name	Optional	Text	255 max		Purchasing Dept
Address	Yes	Text	255 max		
City	Yes	Text	255 max	Los Angeles	Must be a valid City name
State	Yes	Text	2	CA	
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code
Agency Type	Yes	Number	2	30	See Agency Type Table Below
Year	Yes	Number	4	2010	
Qtr	Yes	Number	1	4	
Month	Yes	Number	2	12	
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas

Agency Type Table	
Agency Type ID	Agency Type Description
10	K-12
11	Community College
12	College and University
20	City
21	City Special District
22	Consolidated City/County
30	County
31	County Special District
40	Federal
41	Crown Corporations
50	Housing Authority
80	State Agency
81	Independent Special District
82	Non-Profit
84	Other

3.0 SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

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

- A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.
YES___NO___
- B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?
YES___*NO___
(*If no, identify the states where you have the ability to provide service to Participating Public Agencies.)
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?
YES___*NO___
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)
- D. Check which applies for your company sales last year in the United States:
____ Sales between \$0 and \$25,000,000
____ Sales between \$25,000,001 and \$50,000,000
____ Sales between \$50,000,001 and \$100,000,000
____ Sales greater than \$100,000,001
- E. Does your company have existing capacity to provide electronic and ecommerce ordering and billing?
YES___NO___
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
YES___NO___
- G. Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?
YES___NO___
- H. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES___NO___
- I. Will your company commit to the following program implementation schedule?
YES___NO___
- J. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
YES___NO___

Submitted by: _____

(Printed Name)

(Signature)

(Title)

(Date)

ATTACHMENT 5 – PRICE FORM**TAB 1 – PRICE DISCOUNTS**

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

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

TAB 2 - SHIPPING EXCEPTIONS

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

TAB 3 - RELATED PRODUCTS AND SERVICES

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

TAB 4 - ADDITIONAL OFFERINGS

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

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

Company Name _____

Representative Signature _____

Purchasing Department
Sherry Ramsey Downen, Procurement Specialist
410-8096046, Sherry.RamseyDownen@hcps.org

ADDENDUM #1

RFP #16-SRD-010

Athletic and Physical Education Supplies, Equipment and Related Products

TO: ALL OFFERORS
FROM: Sherry Ramsey Downen, Procurement Specialist, Harford County Public Schools
DATE: April 22, 2016

This Addendum #1 is issued to respond to questions submitted by prospective Offerors.

1. Question: On Page 14 of the RPF- "THE SUCCESSFUL PROPOSER SHALL BE REQUIRED TO PROVIDE THE FOLLOWING PRODUCTS AND SERVICES. ANY SERVICES SHALL BE PERFORMED IN FULL COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AND REQUIREMENTS."

2.4 APPAREL AND FOOTWEAR

2.5 TEAM UNIFORMS

2.6 RELATED PRODUCTS AND SERVICES

If these are not included in our response to the RFP will it be disqualified?

Answer: Responders are encouraged to submit a comprehensive response to include all products and services as outlined in Section 3, Scope of Work and Services. Responders will not be automatically disqualified if they do not do so, however, their evaluation score may be affected.

2. Question: I understand we communicate with Public Agencies concerning orders, invoice, payment, etc...but will the deals run direct through our dealer network or both?

Answer: It is up to the Proposer to determine if its go to market strategy will be direct or through a dealer network or a combination of both.

3. Question: Per Section 6 are ALL invoices paid with a credit card...do any of the agencies use POs?

Answer: HCPS prefers payment via credit card, however Participating Public Agencies may choose to place orders via purchase orders.

4. Question: Is there a set lead time for delivery once an order has been placed?

Answer: No. Proposer should describe its typical lead times as a part of its proposal response.

5. Question: In Section 1 there's mention of possibly promoting the "Master Agreement among other public agencies nationwide and internationally". In case of international participation who will pay for shipping?

Answer: See Section 1, Paragraph 1, U.S. Communities. The intention of this contract is to service the United States. Additionally, see Section 4, Paragraph 2, Price Proposal.

6. Question: In reference to sales reporting, it's difficult if not impossible to track sales placed directly via our dealer network.

Answer: See Attachment 4, Section 6.0, Administration Agreement, Paragraph 5.2, Sales Reports, of the RFP.

7. Question: Any chance you could help define "public agency"? I noticed colleges and universities are also listed in the State Notice Addendum.

Answer: Public agency is defined as any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization.

8. Question: Are HI, OR and WA the three partaking states or every state listed under the Nationwide link? Was unsure since HI, OR and WA are also listed there.

Answer: Any public agency, in any state, nationwide, is eligible to utilize the Master Agreement. Attachment 4, Section 8.0, State Notice Addendum, is provided to meet requirements for certain states.

ATTACHMENT 3 • REFERENCE FORM

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

1. Company Milwaukee Public Schools
Address 2765 North Fratney St. MILWAUKEE, WI 53212
Phone Number (414) 475-8393
Contact Name Brett Fuller – Health/PE Coordinator E-mail fullerba@milwaukee.k12.wi.us

2. Company Name Los Angeles Unified School District
Address 333 S Beaudry Ave, Los Angeles, CA 90017
Phone Number (213)-241-1000
Contact Name Chad Fenwick – Health/PE Coordinator E-mail chad.fenwick@lausd.net

3. Company Name Houston Independent School District
Address 5840 San Felipe, Houston, TX 77057
Phone Number (713) 556-6823
Contact Name Felicia Caesar White – Health/PE Coord E-mail fceaserw@houstonisd.org

ATTACHMENT 2 – ANTI-BRIBERY AND DEBARMENT AFFIDAVITS

DEBARMENT AFFIDAVIT

RFP NUMBER #16-SRD-010

HARFORD COUNTY PUBLIC SCHOOLS

Barbara Canavan, Superintendent

102 South Hickory Avenue, Bel Air, MD 21014

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

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

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

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

Name and Title of Authorized Agency/Organization Representative

Signature

Date

Agency/Organization

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

ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that:

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

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

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

Signature

Witness

Date

ATTACHMENT 1 - PROPOSAL SIGNATURE FORM

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

SUBMISSION SIGNATURE SHEET

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

_____ Company	_____ Authorized Representative (please print)
_____ Address	_____ Signature
_____ Address, continued	_____ Title
_____	_____ Telephone Number
_____ Federal Tax I.D. Number	_____ E-Mail Address of Firm's Representative

Acknowledgement of Addenda

I/We acknowledge receipt of the following Addenda:

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

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

SECTION 6- HARFORD COUNTY PUBLIC SCHOOLS CONTRACT AGREEMENT

MASTER PURCHASE AGREEMENT:

By and Between:

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

102 S. Hickory Ave.

Bel Air, MD 21014

and

THIS MASTER PURCHASE AGREEMENT made and entered into **this**,__ day of _____, 2015, by and between Harford County Public Schools, Maryland (hereinafter referred to as "School District", "HCPS" or "District"), and _____, a corporation

authorized to conduct business in the State of Maryland (hereinafter referred to as "Supplier")

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

WITNESSETH:

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

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

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

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

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

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

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

The effective date of any notice under this Master Purchasing Agreement shall be the date of the recipient by the addressee. The failure of either party to give notice of default, or to strictly enforce or insist upon compliance with any of the terms or conditions of this Master Purchase Agreement, or the granting of an extension of time for performance shall not

constitute the permanent waiver of any term or condition of this Master Purchasing Agreement. This Master Purchasing Agreement and each of its provisions shall remain at all times in full force effect until modified by the parties in writing.

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

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

by _____
Superintendent of Schools Date

by _____
President of Board of Education Date

by _____
Supervisor of Purchasing Date

SUPPLIER:

by _____
Authorized Representative Date

by _____
Company Name

7.0 MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies' procurement of Products and Services.
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Christensen Group Insurance 11100 Bren Road West Minnetonka MN 55343		CONTACT Nancy Rasmussen (A/C, No): PHONE (952) 653-1000 FAX (952) 653-1100 E-MAIL ADDRESS: nrasmussen@christensengroup.com	
INSURED THE PROPHET CORPORATION, DBA: GOPHER SPORT PO Box 998 Owatonna MN 55060		INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Insurance Companies NAIC # 24112 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2016-17 Gopher Sport REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED \$ 1,000,000
A	CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>			CMM3425379	1/1/2016	1/1/2017	PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER: AUTOMOBILE LIABILITY						Employee Benefits \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$
A	ANY AUTO						
	ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS <input type="checkbox"/>			CMM3425379	1/1/2016	1/1/2017	BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB OCCUR						EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
A	EXCESS LIAB CLAIMS-MADE						
	DED <input checked="" type="checkbox"/> RETENTION \$ 0			CMM3425379	1/1/2016	1/1/2017	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						Y PER STATUTE OTH-ER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			N/A WCP5084225	1/1/2016	1/1/2017	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000

DESCRIPTION OF OPERATIONS below

E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as an Additional Insured under the Commercial General Liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

<div>Hartford County Public Schools 102 South Hickory Ave. Bel Air, MD 21014</div>	<div>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</div>
	<div>AUTHORIZED REPRESENTATIVE Tyler Simmons/NR</div>

ACORD 25 (2014/01)
INS025 (201401)

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TAB 9 - U.S. COMMUNITIES ADMINISTRATION AGREEMENT, **signed, unaltered**

6.0 ADMINISTRATION AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

ARTICLE II

TERM OF AGREEMENT

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

ARTICLE III

REPRESENTATIONS AND COVENANTS

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

3.2 U.S. Communities' Representations and Covenants.

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

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

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

(a) Corporate Commitment.

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

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

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

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

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

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

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

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of

the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

PRICING AUDITS

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

ARTICLE V

FEES & REPORTING

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

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

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

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

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

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

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

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

ARTICLE VI

MISCELLANEOUS

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

6.3 Assignment.

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

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

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

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

Supplier: _____

Attn: U.S. Communities Program Manager

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank – Signatures Follow]

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

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

By _____

Name: _____

Title: _____

EXHIBIT A

HCPS MASTER AGREEMENT TO BE ATTACHED AT TIME OF AWARD.

EXHIBIT BSALES REPORT FORMAT

Appendix B - US (Data Format)													
Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	160	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1525.50
956000222	160	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1603.64
956000735	160	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1625.05
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	45090.79
066002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St	GROTON	CT	06340	20	2012	2	5	318.00
066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St	GROTON	CT	06340	20	2012	2	5	212.00
SALES REPORT DATA FORMAT													
Column Name	Required	Data Type	Length	Example	Comment								
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.								
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below								
Account No.	Optional	Text	25 max		Depends on supplier account no.								
Agency Name	Yes	Text	255 max		Los Angeles County								
Dept Name	Optional	Text	255 max		Purchasing Dept								
Address	Yes	Text	255 max										
City	Yes	Text	255 max	Los Angeles	Must be a valid City name								
State	Yes	Text	2	CA									
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code								
Agency Type	Yes	Number	2	30	See Agency Type Table Below								
Year	Yes	Number	4	2010									
Qtr	Yes	Number	1	4									
Month	Yes	Number	2	12									
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas								
Agency Type Table													
Agency Type ID	Agency Type Description												
10	K-12												
11	Community College												
12	College and University												
20	City												
21	City Special District												
22	Consolidated City/County												
30	County												
31	County Special District												
40	Federal												
41	Crown Corporations												
50	Housing Authority												
80	State Agency												
81	Independent Special District												
82	Non-Profit												
84	Other												

