

Meeting Date: 6/4/2013

Report Type: Consent

Report ID: 2013-00461

Title: Purchase/Cooperative Agreement: BSN Sports/US Games for Recreation Programs and Supplemental Purchases (Two-Thirds Vote Required)

Location: Citywide

Issue: There is an on-going need to purchase a variety of athletic, physical education and recreation equipment to operate recreation activities and programs. City Council approval is required for purchases that exceed \$100,000. In addition, a two-thirds vote is required to suspend competitive bidding for the purchase of supplement athletic equipment and related supplies from local retail providers.

Recommendation: Pass a Motion: 1) authorizing the use of the U.S. Communities' cooperative purchasing agreement through the Harford County Public Schools (HCPS) to access its contract with BSN/US Games for the purchase of athletic, physical education (P.E.), and recreation equipment for all sports programs and activities for the Department of Parks and Recreation from July 1, 2013 through September 30, 2016; 2) authorizing the City Manager or his designee to issue the required purchase orders under the HCPS contract in an amount not to exceed a total amount of \$218,987; 3) suspending competitive bidding finding it is in the City's best interest to make direct supplemental purchases of athletic, P.E., and recreation equipment for all sports programs and activities from July 1, 2013 through September 30, 2016 from retail vendors including Big 5, Cabela's, Excel Fitness, Momma Kendama, REI, Sportsman's Warehouse, Greater Sacramento Softball Association and Wilderness Archery in an amount not to exceed \$90,000; and 4) authorizing the Department of Parks and Recreation to make purchases from these vendors with a purchase order or with purchase cards, subject to the foregoing total expenditure amounts. Purchases are subject to funding availability in the adopted operating budget for the applicable fiscal year.

Contact: Sylvia Fort, Division Manager, (916) 808-8381; Alan Tomiyama, Division Manager (916) 808-8958; Elizabeth Anderson, Operations Manager, (916) 808-6076, Department of Parks and Recreation

Presenter: None

Department: Parks & Recreation Department

Division: Recreation Administration

Dept ID: 19001411

Attachments:

- 1-Description/Analysis
- 2-Master Contract-BSN/US Games
- 3-Request For Proposal #10-JLH-001

City Attorney Review

Approved as to Form
Sheryl Patterson
5/16/2013 2:22:59 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
Russell Fehr
5/14/2013 6:57:17 PM

Approvals/Acknowledgements

Department Director or Designee: Jim Combs - 5/15/2013 10:32:16 AM

Description/Analysis

Issue Detail: The Department of Parks and Recreation, Recreation Division has ongoing needs to purchase athletic, physical education, recreation equipment for all sports and activities, and related supplies for all of its recreation programs. Using existing cooperative purchasing agreements for these purchases is advantageous to the City as the agreement meets the needs of the Department of Parks and Recreation's specifications and will result in cost and time savings. Authorization is required in order to use the U.S. Communities cooperative purchasing agreement through the Hartford County Public Schools (HCPS) contract to issue purchase orders for such equipment for the term of the contract, from July 1, 2013 through September 30, 2016. Authorization is also required by two-thirds vote to suspend competitive bidding to allow for supplemental equipment purchases to be made on an as-needed basis at retail vendors such as Big 5, Cabela's, Excel Fitness, Momma Kendama, REI, Sportsman's Warehouse, Greater Sacramento Softball Association and Wilderness Archery also from July 1, 2013 through September 30, 2016. Staff requests authorization to execute these purchases with a purchase order or purchase card for all recreation programs. These proposed actions are consistent with the City Council's past approvals with regard to purchasing recreational equipment.

Policy Considerations: In accordance with City Code 3.56.240, the City Manager may, by cooperative purchasing agreements approved by City Council, purchase supplies or nonprofessional services through contracts of other governmental jurisdictions without separate competitive bidding, where it is advantageous to the City. The cooperative agreement issued by HCPS, on behalf of the U.S. Communities cooperative purchasing group, with BSN Sports/US Games meets the Department of Parks and Recreation specifications and will result in cost savings because of the competitive bidding that was undertaken by HCPS.

This report recommends suspending competitive bidding for supplemental athletic, physical education, and recreation equipment, and related supplies for all of the Department's recreational and sports programs and activities from retail vendors because: 1) the total annual expenditure at each retail store may exceed the \$5,000 threshold for direct purchases and would otherwise require issuing solicitations to multiple retail vendors which ordinarily do not bid on public contracts; and 2) direct purchases from retail vendors allows for meeting the need for additional equipment and supplies on a time-limited basis as required for the operation the Department of Parks and Recreation programs. This is consistent with section 3.56.230 of the Sacramento City Code that allows the City Council to suspend competitive bidding for the purchase of supplies when, upon a two-thirds vote, the Council determines that it is in the City's best interest to do so.

Economic Impacts: None

Environmental Considerations: This report concerns the purchase of athletic, physical education, and recreation equipment for all sports and activities and related supplies for the Department of Parks and Recreation. Continuing administrative activities, such as the purchase of supplies, is not a "project" for the purposes of CEQA pursuant to section 15378(b)(2) of the CEQA Guidelines (Title 14 Cal. Code Reg. § 15000 et seq.) and is exempt from CEQA pursuant to section 15601(b)(3) of the CEQA Guidelines.

Sustainability: Approval of the purchase of athletic, physical education, and recreation equipment for all sports and activities and related supplies for recreation programs is not applicable to the goals, policies and targets of the Sustainability Master Plan or the 2030 General Plan, and its impact on the City's sustainability efforts cannot be evaluated at this time.

Commission/Committee Action: None with this item.

Rationale for Recommendation: On behalf of U.S. Communities and its members, HCPS of Maryland conducted a competitive bidding process to select their P.E. supplies and equipment vendor. The use of the HCPS cooperative purchasing agreement enables the City Parks and Recreation Department, along with the Procurement Services Division, to evaluate a broader range of contracting opportunities and to share resources with other jurisdictions, while maximizing cost savings through volume buying and reduced administrative expenses.

HCPS awarded a five year contract (Contract #10-JLH-001)) for athletic, P.E. equipment and related supplies to BSN Sports/US Games beginning in October 2009.

The volume and limitations of product sizes required by Parks and Recreation programs exceeds the expenditure limitations and requirements of Administrative Policy 4001; which requires informal bidding for supplies over \$5,000 and formal bidding for supplies over \$25,000. Some athletic and recreation equipment providers offer in-house credit accounts in lieu of accepting purchase orders; however a credit account is not an authorized method of purchase. Therefore, procurement credit cards will be used to make purchases from retail stores as needed to supplement the bulk purchases from BSN Sports/US Games.

Financial Considerations: The estimated cost of equipment and related supplies to be purchased from BSN Sports/US Games through the HCPS purchasing agreement from July 1, 2013 through September 30, 2016 is \$218,987. The estimated cost of supplemental athletic, physical education, and recreation equipment for all sports and

activities to be purchased from Big 5, Cabela's, Excel Fitness, Momma Kendama, REI, Sportsman's Warehouse, Greater Sacramento Softball Association and Wilderness Archery from July 1, 2013 through September 30, 2016 is \$90,000. Purchases from July 1, 2013 through September 30, 2016 are subject to funding availability in the adopted operating budget of the applicable fiscal year. The proposed actions would allow for issuance of purchase orders in amount not to exceed a total of \$305,022.

Emerging Small Business Development (ESBD): Cooperative purchasing agreements are created, evaluated and awarded by other government agencies that may or may not have similar emerging and small business programs. However, the Department of Parks and Recreation and Procurement Services divisions will consider other alternatives if it is determined that using cooperative contracts may have a negative impact on small businesses.

Home Products & Suppliers



REQUEST CONTACT

BSN SPORTS US Games - Athletic Supplies & P.E. Equipment
 Website: BSN Sports/US Games
 Phone: (800) 527-7510
 Fax: (800) 899-0149
 E-mail: uscommunities@bsnsports.com

OVERVIEW BENEFITS PRICING SHIPPING CONTRACT DOCS FAQs HOW TO ORDER

BSN Sports/US Games Contract Information

Harford County Public Schools, Maryland
 6 years, Oct. 1, 2009 to Sep. 30, 2014
 Option to renew for two (2) additional one (1) year terms.

Contract Documents

- Contract 10-JLH-001
- Contract 10-JLH-001 Price List
- Contract 10-JLH-001 Amendment
- Contract 10-JLH-001 Amendment 2

RFP Documents

- Request for Proposal
- Request For Proposal Amendment # 1
- Request For Proposal Posting Document

Postings

No. of suppliers participated in the solicitation process: 3 suppliers responded; posted on the Internet

- Purchasing Department of Harford County Public Schools
June 10, 2009 to July 4, 2009
- Association of Oregon Counties
June 10, 2009 to July 4, 2009
- State of Hawaii and Oregon
June 10, 2009 to July 4, 2009

KEY PRODUCTS



MASTER PURCHASE AGREEMENT

By and between

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

AND

SPORT SUPPLY GROUP, INC., DOING BUSINESS AS BSN SPORTS, INC.

**CONTRACT AMENDMENT #3 TO THE MASTER PURCHASE AGREEMENT/U.S. COMMUNITIES
GOVERNMENT PURCHASING ALLIANCE**

The Master Purchase Agreement, RFP 10-JLH-001, originally executed by both parties on the 1st day of October, 2009 is hereby amended this 27th day of March, 2012 to reflect the addition of the following offering:

RECOGNIZE that Sport Supply Group, Inc. (SSG) is now doing business as BSN Sports, Inc. and is the same entity, with the same Federal Tax ID #, and synonymous with Sport Supply Group, Inc. (SSG) and doing business as a corporation at 1901 Diplomat Drive, Dallas, Texas. All existing terms, conditions and provisions of the existing contract as executed are applicable to this additional offering.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT IN THE YEAR AND DAY SO NOTED:

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

By: *Jeffrey LaPorte*

Date: *3/26/2012*

BSN SPORTS, INC.

By: *Nick Martiny*
Contract Manager

Date: *3-26-12*

MASTER PURCHASE AGREEMENT
By and between
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND
AND
SPORT SUPPLY GROUP, INC.

**CONTRACT AMENDMENT #2 TO THE MASTER PURCHASE AGREEMENT/U.S. COMMUNITIES
GOVERNMENT PURCHASING ALLIANCE**

The Master Purchase Agreement executed by both parties on the 1st day of March, 2011 is hereby amended to reflect the addition of the following offering:

ADD, the "Core List" of items to the existing Contract offerings between Harford County Public Schools, Maryland on behalf of U.S. Communities Government Purchasing Alliance and Sport Supply Group, a corporation at 1901 Diplomat Drive, Dallas, Texas. The core list items, attached and recognized as Exhibit A, will carry additional discounts ranging from 4% - 20% and will be marketed and, or promoted by Sport Supply Group as per the specifications in the original contract agreement. All existing terms, conditions and provisions of the existing contract as executed are applicable to this additional offering.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT IN THE YEAR AND DAY SO NOTED:

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

By: Jeffrey Lalanta

Date: March 21, 2011

SPORT SUPPLY GROUP, INC.

By: 9426E1841A554EA...
Terrence M. Babilla
DocuSigned By: Terrence M. Babilla
Terrence M. Babilla

Date: 3/18/2011

President, COO, General Counsel and Secretary

MASTER PURCHASE AGREEMENT

by and between

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

AND

SPORT SUPPLY GROUP, INC.

CONTRACT AMENDMENT # 1 TO THE MASTER PURCHASE AGREEMENT/U.S.COMMUNITIES
GOVERNMENT PURCHASING ALLIANCE

The Master Purchase Agreement executed by both parties on the 1st day of October, 2009 is hereby amended to reflect the addition of the following offering pursuant to Article VI, Section 6.8, Contract Modifications as follows:

ADD, the Tomark Sports, Corona California, Multi-Sport Catalog to the existing Contract offerings between Harford County Public Schools, Maryland on behalf of U.S. Communities Government Purchasing Alliance and Sports Supply Group, a corporation at 1901 Diplomat Drive, Dallas Texas. The current Product Discount Schedule will apply to products available through Tomark Sports. All existing terms, conditions and provisions of the existing contract as executed are applicable to this additional offering.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT IN THE YEAR AND DAY SO NOTED:

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

By John R. Miller
Director of Purchasing

Date: 9-15-2010

SPORT SUPPLY GROUP, INC.

By Jim C. Bore
Vice President / Sales

Date: 9/13/10

CONTRACT

RFP #10-JLH-001

THIS AGREEMENT, made this 1st day of October, 2009, by and between Harford County Public Schools acting herein through its Superintendent, hereafter called "Owner" and Sport Supply Group, a corporation at 1901 Diplomat Drive, in the City of Dallas and State of Texas, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR, hereby agrees with the OWNER to commence and complete the services described as follows:

RFP: Physical Education Supplies and Equipment

Furnish, supply and deliver physical education and athletic supplies, equipment, uniforms and related physical education items in accordance and compliance with all specifications, terms and conditions set forth in RFP #10-JLH-001.

Hereinafter called the contract, for the estimated annual sum of One hundred thousand dollars (\$100,000) for the period October 1, 2009 through September 30, 2014, and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the RFP Document; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions of the Bid Document, and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by the Board of Education, and as enumerated in the General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in three (3) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

ATTEST: (Seal)

Board of Education of Harford County

Kornetha M. Wilmoth
Secretary (Harford County Public Schools)

[Signature]
Robert M. Tomback, Ph.D., Superintendent of Schools

(Seal)

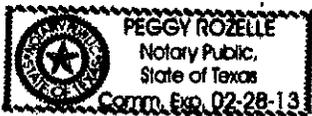
Sport Supply Group Inc
Company Name

[Signature]
Company Representative

1901 Diplomat Farms Branch, Tx 75234
Address

Sworn to before me by
Adam Blumenfeld this
23rd day of September, 2009.

Address



Peggy Rozelle



Harford County Public Schools

Price List - RFP #10-JLH-001

Product Discount Schedule	
Product Category	Discount
Physical Education <i>Key Product Categories:</i> Playground Balls, Scooters, Voigt Activity Balls, Cones, Bowling, Floor Mats, Gymnastics, Hoops, Juggling, Jump Ropes, Parachutes, Pinnies & Vests, Spots, Tinkling, Toss and Catch	22%
Athletic Equipment <i>Key Product Categories:</i> Baseball/Softball, Basketball, Benches & Bleachers, Coaches Aids, Field Maintenance, Football, Hockey, Lacrosse, Scoreboards, Soccer, Tennis, Track & Field & Windscreen	18%
Fitness Equipment <i>Key Product Categories</i> Dumbbells, Kettlebells, Olympic Weight Sets, Plyometrix Platforms, Weight Plates	15%
Electronics <i>Key Product Categories</i> Blood Pressure Testers, Body Fat Scales, Heart Rate Monitors, Pedometers, Radios, Electronic Scales	10%
Uniforms & Apparel Alleson & Rawlings team uniforms and staff apparel	35%
Drop Ship Discount applies to items direct shipped from vendors	8%
<p>All Products shipped FOB Destination within Continental U.S.A. w/ the following exclusions: Field Dirt, Poly Cap, Weight Plates & Dumbbells</p> <p>Add 10% of the product cost for freight to Alaska and Hawaii</p> <p>Actual Shipping charges apply to all shipments outside the United States</p> <p>Discounts apply to most current BSN and US Games</p> <p>Detailed Price List Attached</p>	

Rebate Schedule	
Sport Supply Group agrees to the following customer volume rebate schedule based on 12 month purchases made between July-June. Rebates will be issued as an account credit.	
Annual Volume	
\$100,000-\$199,999	1% Rebate
\$200,000-\$299,000	2% Rebate
\$300,000 and above	3% Rebate



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

**Purchasing Department
410-638-4083**

RFP # 10-JLH-001

REQUEST FOR PROPOSALS

FOR

PHYSICAL EDUCATION SUPPLIES AND EQUIPMENT

Proposals Due and Opened: July 14, 2009, 2:30 pm EDST

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

**See Information on Page 6, Paragraph P. regarding the date/time of the
Pre-Proposal Conference**

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND
RFP – Physical Education Supplies and Equipment
RFP #10-JLH-001



HARFORD COUNTY PUBLIC SCHOOLS
Purchasing Department
102 South Hickory Avenue
Bel Air, Maryland 21014
Telephone: 410-638-4080

Request for Proposal
Physical Education Supplies and Equipment

Section I - General Information

A. Introduction

It is the intent of this RFP to solicit sealed proposals from qualified business entities to provide a comprehensive selection of a broad scope of physical education supplies and equipment, and related supplies and equipment that may include but not limited to physical education related products for children with special needs, clothing, team uniforms, team equipment and athletic facilities equipment for the K-12 school, and community college market.

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

Price will not be the sole determinant for the award. As defined by the American Bar Association Model Procurement Code, Competitive Sealed Proposals (RFP) will be evaluated based upon criteria formulated around best value which may include among other criteria: price, quality, performance references, financial information and the ability to successfully supply public entities throughout North America.

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND
RFP – Physical Education Supplies and Equipment
RFP #10-JLH-001

B. Background

The Harford County Public Schools System (HCPS) is the seventh largest of the 24 Maryland School Systems. HCPS has 54 schools and a total enrollment of approximately 40,000 students. We invite you to read our Mission, Vision and Goal Statements on our website at <http://www.hcps.org/aboutus/visionmissiongoals.aspx>. This solicitation is on behalf of Harford County Public Schools and those public entities that elect to access the Master Agreement through the U.S. Communities Government Purchasing Alliance.

C. Procurement Administrator

Jeff LaPorta, CPPB, Purchasing Agent II, will administer the solicitation process and will be the point of contact for purposes of this Request for Proposal. All questions and inquires should be emailed to jeff.laporta@hcp.org. All questions should be received by the close of business on June 30, 2009 at 4:00 pm EDT. Responses will not be made to telephone, faxed or mailed inquires.

D. Proposal Submission

One (1) original and nine (9) copies including ten (10) CD's of the technical and price proposal shall be submitted to or hand delivered to Harford County Public Schools, 102 S. Hickory Ave. Bel Air, Maryland 21014 to the attention of the Purchasing Department no later than July 14, 2009 at 2:30 pm EDT. Proposals must be submitted in envelopes or other mailing containers showing the RFP number, firm's name and address, and the proposal due date on the outside. Late proposals will not be accepted and will be returned unopened. A Register of Proposals will be prepared at the closing time. The Register of Proposals shall be open for inspection after award of the contract.

E. Proposal Acceptance

Proposals including price must remain valid for a period of not less than ninety (90) days to allow for evaluation, School Board approval and contract execution. Harford County Public Schools reserves the right to accept or reject any or all proposals, waive informalities and select the most favorable proposal that will serve its best interest as well as the best interest of those participating governmental entities.

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND
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F. Calendar of Events (Subject to Change)

Event	Date
Issue RFP	week of June 8, 2009
Pre-Proposal Conference	June 25, 2009 - 9:30 am to 12:00 pm
Deadline for receipt of questions via email	June 30, 2009 by 4:00 pm
Issue Addendum/s (If Required)	July 7, 2009
Proposal due date	July 14, 2009 by 2:30 pm
Finalist firms notified	week of July 27, 2009
Finalist firms interviewed	week of August 3, 2009
Negotiation of Best & Final Offer	week of August 3, 2009
Approval-Board of Education	August 17, 2009
Contract Effective Date	October 1, 2009

G. Incurring RFP Preparation Cost

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

H. Insurance Requirements

Insurance requirements are contained in General Requirements, attached herewith. The Contractor must have in force and will maintain insurance, including workers compensation, not less than the amounts specified. These insurance requirement are only specific to purchases made to HCPS and does not apply to other entities who use this agreement. Individual public entities will have their own specific insurance requirements.

I. Confidential Information

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

J. Contract Term

The term of the contract will be for five (5) years following the contract award date with the option to renew for two additional one year periods. There may be annual negotiations of price, terms and discounts with any changes taking effect on the anniversary date of the contract. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U) U.S. City Average, Baltimore Region (Washington-Baltimore), all items, base period 2006-2008, reference period - December for succeeding contractual periods.

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K. Termination for Cause/Convenience

If the Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the contract, Harford County Public Schools may terminate the contract by written notice to the Contractor. HCPS can affirmatively collect damages which may result from the Contractor's breach.

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

L. Disputes

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

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

M. Billing and Payment (specific to Harford County Public Schools)

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

Please advise in your Technical Proposal if payment via VISA credit card is not acceptable.

Specific to other entities that may access this contract via the Master Agreement, payment methods will be entity specific and may include, credit card payment, payment by invoice, or other options including electronic payment. Any unacceptable payment options must be clearly articulated in the technical submission.

N. Multi-Agency Procurement

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

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RFP – Physical Education Supplies and Equipment
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O. About This Document

This document is a Request for Proposal (RFP). It differs from a Request for Bid/Quotation in that Harford County Public Schools is seeking a solution, as described in the cover page and in the following sections, not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest prices proposed may not guarantee an award recommendation. As defined in the American Bar Association Model Procurement Code, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, and availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a contractor(s) approach meets the desired requirements and needs of Harford County Public Schools. Those criteria that will be used and considered in evaluation for award are set forth in this document.

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

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

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

P. Pre-Proposal Conference

A pre-proposal conference will be held on June 25, 2009 beginning at 9:30 am EDST. The location will be the offices of the Baltimore Metropolitan Council, 3rd Floor, Lighthouse Point East, 2700 Boston Street, Baltimore, MD 21224-4474. For directions, please go to the BMC website at www.baltometro.org or call 410-732-0500.

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

Q. Multiple Awards

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

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Section II – Performance Work Statement

Outcome

The expected outcome of this proposal is to enter into a contractual relationship with a business partner who will provide commodities and services incidental to providing K-12 school districts, community colleges and other participating public agencies throughout North America with the most extensive and comprehensive array of physical education supplies and equipment items at the lowest possible cost. Equipment must meet the highest quality control standards and be durable and reliable.

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

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

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

Proposal Submission

This RFP requires a two-step submission process. Separate technical and price proposals are to be submitted in sealed envelopes on the date and time stipulated. One original and nine copies (total of 10) and ten CD's are required. The proposal due date is July 14, 2009 at 2:30 p.m. EDST. Late proposals will not be accepted and will be returned unopened. A Register of Proposals will be prepared at the closing time and will be available for inspection after award of the contract.

Definitions

Definitions as used herein:

- A. The term "solicitation" used in this document means this Request for Proposal (RFP).
- B. The term "offer" and "proposal" are used synonymously and mean a response to this solicitation.
- C. The terms "offeror" and "proposer" are synonymous and refer to the entity/business/individual that submits a response to this solicitation.
- D. Harford County Public Schools, Maryland may be referred to as "HCPS".

Specific Information Requested From All Proposal Submitters

Harford County Public Schools may make such investigations deemed necessary to determine the ability of the Offeror to furnish the necessary requirements described herein. The Offeror shall furnish, to Harford County Public Schools, all data and information requested in order to determine the Offerors ability to perform under this RFP. Harford County Public Schools reserves the right to reject any offer

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if the evidence submitted by, or investigation of, such Offeror fails to satisfy Harford County Public Schools that such Offeror is qualified to carry out the obligations of the contract.

The following is a checklist of required information:

#	Item	Complete
1	1 Original Technical Proposal and 9 Copies and 10 CD's (pg 3)	
2	1 Original Price Proposal and 9 Copies and 10's CD (pg 3)	
3	Acceptance of procurement cards? (pg 5)	
4	Technical Proposal Criteria – Specific Requirements a-m (pg 10)	
5	Technical Proposal Criteria – Additional Requirements (pg 11-15)	
6	Supplier Qualification Worksheet (pg 16)	
7	Supplier Checklist (pg 17-18)	
8	Supplier Information (pg 19-21)	
9	Price Proposal Criteria (pg 22)	
10	Attachment A – Signature Sheet (pg 23)	
11	Appendix A – Acknowledgement of US Communities Master Agreement (pg 28-41)	
12	Affiliated Programs (pg 42)	
13	See General Requirements – specific to HCPS (pg 55-60)	
14	See Insurance Requirements – specific to HCPS (pg 61-64)	
15	Anti-Bribery Statement (pg 65)	

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Section III – Evaluation and Selection Process

The evaluation criteria are set forth below and are intended to be the basis by which each proposal shall be evaluated. This is a two-step evaluation process. Technical Proposals and Price Proposals shall be submitted separately and labeled accordingly. Technical proposals will be evaluated first. Each proposal will be assigned an adjectival rating as described below. A short list will be prepared of the top two highest ranking technical proposals. These two finalist firms may be invited to provide an oral presentation either on-site or via teleconference and to negotiate best and final offers, both in terms of technical and price proposals. Based on a final evaluation of both technical and price proposals from the two finalist firms, a selection will be made. The highest ranking firm shall be given first rights for finalization of a contract agreement.

Evaluation Criteria Definitions:

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

Adjectival Ratings:

- A. Outstanding (90-100): Exceeds evaluation standards in a beneficial way and meets the outcomes identified, and contains strengths and no weaknesses or deficiencies. The proposal submitted is innovative, comprehensive and complete in all details and meets or exceeds performance standards.
- B. Excellent (80-89): Exceeds evaluation standards in a beneficial way and meets the outcomes identified. Comprehensive and complete and has no significant weaknesses. May be lacking some of the strengths but generally meets performance standards.
- C. Acceptable (70-79): Meets outcomes and performance standards and may contain weaknesses which are not significant and may be correctable.
- D. Marginal (60-69): Fails to meet evaluation standards. Lacks essential information to support the proposal. Does not contain the outcomes and contains significant weaknesses.
- E. Unacceptable (59 or less): Fails to meet minimum evaluation standards and the deficiencies and weaknesses are uncorrectable. Demonstrated a lack of understanding of requirements or omissions of major areas.

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Technical Proposal Criteria:

Qualifications, Technical Ability and Management Approach

The following information must be contained within the technical proposal:

Specific Requirements:

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

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Additional Requirements:

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

Suppliers Qualifications/Information:

Commitments

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

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities 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**. Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.
 - (i) The pricing, terms and conditions of the Master Agreement shall be Supplier's primary offering to Public Agencies.
 - (ii) Supplier shall advise all existing Public Agencies that are current customers of Supplier as to the value and pricing benefits offered under the Master Agreement.
 - (iii) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.
 - (iv) Supplier shall provide a national/senior management account 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.
 - (v) Supplier shall demonstrate in its request for proposal ("RFP") or invitation to bid ("ITB") response and throughout the term of the Master Agreement that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as the executive(s) with companywide authority.
 - (vi) Supplier's field force (direct and/or authorized dealer or representative) must lead with the Master Agreement when calling on Public Agencies. If Supplier has alternate

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cooperative vehicles (i.e. state contracts, regional cooperatives) the Master Agreement shall be the lead offering and not just one of Supplier's options. If Supplier meets resistance or objection to utilizing the Master Agreement from a Public Agency, prior to offering an alternate contract option, Supplier's sales representative must contact the U.S. Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the Public Agency's objection, Supplier is permitted to pursue other options.

- (vii) In states where Supplier has an existing state contract or cooperative contract, 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 counties, cities, special districts, local governments, school districts, private K-12 schools, technical or vocational schools, higher education institutions (including community colleges, colleges and universities, both public and private), other government agencies and nonprofit organizations located within the state.
- (b) **Pricing.** Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) that it offers to Public Agencies.
- (i) **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 be required to match that lower pricing for customers 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 under the U.S. Communities contract 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

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match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

- (ii) 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.

- (iii) Supplier's Options in Responding to a Third Party RFP or ITB. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback onto its contracts rather than issue their own RFPs and ITBs, 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 RFP or ITB. 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.
 - (D) Supplier may respond to the RFP or ITB with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement.
 - (E) Supplier may respond to the RFP or ITB 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. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative 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.

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- (d) **Sales.** Supplier shall market the Master Agreement through Supplier’s sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier’s primary offering to Public Agencies. Supplier’s sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.
- (i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier’s goods and services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier’s sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.
- (ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.
- (iii) **Sales Force Training.** Supplier shall be responsible for the training of its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train regional or district managers and generally assist with the education of sales personnel.
- (iv) **Participating Public Agency Access.** Supplier shall establish the following communication links to facilitate customer access and communication:
- (A) A dedicated U.S. Communities internet web-based homepage containing:
- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
 - (2) Copy of original request for proposal or invitation to bid;
 - (3) Copy of Master Agreement including any amendments;
 - (4) Summary of products and 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 enquiries regarding U.S. Communities.
- (C) A dedicated email address for general inquiries in the following format:
uscommunities@(name of supplier).com.

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- (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.

U.S. Communities Administration Agreement

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

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

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SUPPLIER QUALIFICATION WORKSHEET
(Must be included with Technical Proposal)

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

- A. State if pricing for all Products/Services offered will be the most competitive pricing offered by your company to Participating Public Agencies nationally.
YES___ NO___
- B. Does Supplier have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?
YES___ NO___
- C. Does Supplier have a national sales force or dealer network with the ability to call on Participating Public Agencies in all 50 U.S. states?
YES___ NO___
- D. Did Supplier have sales greater than \$ 50 million last year?
YES___ NO___
- E. Does Supplier have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and electronic credit card billing?
YES___ NO___
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities contract?
YES___ NO___
- G. Does Supplier agree to respond to all agency referrals from U.S. Communities within 2 business days?
YES___ NO___
- H. Does Supplier maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES___ NO___
- I. Will Supplier commit to the following program implementation schedule?
YES___ NO___
- J. Will the U.S. Communities contract be your lead public offering to Participating Public Agencies?
YES___ NO___

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

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8. Web Development	
Initiate IT contact	Two Weeks
Web site construction	Three Weeks
Web site final edit	Four Weeks
9. Sales Training and Roll Out	
Regional Manager Briefing - Coordinate with NAM	One Week
Initial Remote Webex Supplier Training for all sales - Coordinate with NAM	Two Weeks
Top Ten metro areas - Coordinate with NAM and RMM	Four Weeks
Initiate contact with Advisory Board Member Agencies - Coordinate with NAM, GAM, RMM	Four Weeks
Review Supplier Handbook	Six Weeks
Training Plan for the other metros- Coordinate with NAM, GAM, RMM	
10. Green Initiative	
Identify green product	Two Weeks
Upload to USC website-Link to suppliers website	Four Weeks
Environmental Purchasing contact	Six Weeks
Green Marketing Material	Six Weeks

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SUPPLIER INFORMATION

(To be submitted in the Technical Proposal)

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

Company

1. Total number and location of sales persons employed by your company;
2. Number and location of distribution outlets (if applicable);
3. Number and location of support centers (if applicable);
4. Annual sales for 2006, 2007, and 2008. Sales reporting should be segmented into the following categories:
 - a) K-12
 - b) Community Colleges
 - c) Colleges/Universities
 - d) Other Public Sector Agencies and 501 (c)(3) Corporations
 - e) Private Sector Sales
5. Submit your current Federal Identification Number.

Products

1. Provide a description of the Products to be provided by the major product category. THE PRIMARY OBJECTIVE IS FOR EACH SUPPLIER TO OFFER PRICING FOR MARKET BASKET ITEMS AND TO PROVIDE ITS ENTIRE CATALOG OF PRODUCT SO THAT PARTICIPATING PUBLIC AGENCIES MAY ORDER A BROAD RANGE OF PRODUCT AS APPROPRIATE FOR THEIR NEEDS.
2. Provide a description of all services to be provided your company, including, but not limited to shipment tracking, return item process, design, asset management, installation and any other services you may offer.
3. Describe any special programs that your company offers that will improve customers' ability to access Products, such as ship-from-stock availability, just-in-time delivery or other innovative strategies.
4. State backorder policy. Do you require Agency to re-order if an item is backordered?
5. Describe the capacity of your company to broaden and keep the product offerings current and ensure that latest equipment, standards and technology are available.

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6. Green Initiative – Provide a brief description of your company’s environmental initiatives, including in a list format any green products and the green certifications for each of those products that would be offered under this agreement.
7. Recycling – Provide a brief description of your company’s initiatives regarding contents of products provided under this agreement.

Administration

1. Describe your company’s capacity to employ EDI, telephone, facsimile, electronic, retail and credit card internet ordering with a specific proposal for processing orders under the Master Agreement. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
2. Describe your company’s internal management system for processing orders from point of customer contact through delivery and billing. Please state:
 - a) If your internet ordering system is OBI (open buying on the internet) compatible;
 - b) If you use a single system or platform for all phases of the ordering, processing, delivery and billing.
3. Describe the state of e-commerce within your company and detail how Participating Public Agencies can benefit from your approach.
4. Describe your company’s implementation and success with existing cooperative purchasing programs, if any, and provide the entity’s name(s), contact person(s) and contact information as reference(s).
5. Describe the capacity of your company to report quarterly sales under the Master Agreement by Participating Public Agency within each State.
6. Describe the capacity of your company to provide management reports, i.e. commodity histories, procurement card histories, etc. for each Participating Public Agency.
7. Describe the capacity and approach of your company to meet Minority and Women Business Enterprises (MWBE) and other local purchasing preferences which will vary among Participating Public Agencies.
8. Please provide any suggested improvements and alternative for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

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Distribution

1. Describe how your company proposes to nationally distribute Products outlined in this RFP through your wholesale distribution system.
2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.
4. Provide the number, size and location of your company's distribution facilities, and warehouses (by city and state);
 - A. State the company's standard delivery time and any options, including delivery costs for expediting delivery, and return policies.

Marketing

1. Outline your company's plan for marketing the Products to participating Public Agencies nationwide.
2. Explain how your company will educate its national sales force about the Master Agreement
3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.
4. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement.
5. Explain how your company proposes to resolve any complaints, issues or challenges.
6. Please submit the resume of the person your company proposes to serve as the National Accounts Manager.

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Price Proposal Criteria

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

The basis of the price proposal will be a discount from the contractor's/supplier's most current catalog. The discount may vary depending on the product line. Quantity discounts over certain price or quantity volume (i.e. "bulk purchases") is also encouraged and if offered should be clearly stated specific to dollar thresholds and volume capacity. Shipping costs, free shipping, etc should also be addressed.

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

Selection and Contract Finalization

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

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ATTACHMENT A

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

SIGNATURE SHEET

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

Company	Authorized Representative (please print)
Address	Signature
Address, continued	Title
Payment Terms	Telephone Number
Federal I.D. Number	Fax Number
Name of Firm's Contract Administrator	Telephone Number of Firm's Contract Administrator
	E-Mail Address of Firm's Contract Administrator

Acknowledgement of Addenda

I/We acknowledge receipt of the following Addenda:

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

PLEASE CHECK APPROPRIATE BOXES:

- | | |
|---|---|
| <input type="checkbox"/> Small Business | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Individual Proprietorship | <input type="checkbox"/> Non-incorporated |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Woman Owned Business |
| <input type="checkbox"/> Minority Business, Approved Minority DOT # | |

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Section IV – Overview of U.S. Communities Master Agreement

1. MASTER AGREEMENT

Harford County Public Schools (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Physical Education Supplies and Equipment (herein “Products and Services”).

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

2. OBJECTIVES

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

3. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

The intent of the RFP is to enter into contract(s) which will allow schools, municipalities, higher education institutions, and certain not for profit organizations to purchase miscellaneous physical education supplies, equipment, and related service (if applicable).

The successful suppliers must be capable of providing a complete and comprehensive catalog covering a broad range of physical education supplies and equipment. These products/equipment/related services will be targeted toward the pre-school, K12, higher education, community colleges and municipal parks and recreation needs.

The primary focus of this RFP is to award a national contract(s), to those suppliers that offer the most comprehensive catalog, offering miscellaneous physical education supplies and equipment to the target market described above.

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4. U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) assists Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein “Lead Public Agencies”). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

National Sponsors

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

Advisory Board

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

Each [Advisory Board Member](#) is expected to actively participate in product bids and selection, participate in policy direction, and share expertise and purchasing innovations. *Current U.S. Communities Advisory Board Members*

City of Charlotte/Mecklenburg, NC	Hillsborough Schools, FL
City of Los Angeles, CA	City of Houston, TX
Cobb County, GA	Los Angeles County, CA
Dallas County, TX	Maricopa County, AZ
Davis Joint Unified Schools, CA	Miami-Dade County/Public Health Trust, FL
City and County of Denver, CO	City of San Antonio, TX
Fairfax County, VA	San Diego Unified School District, CA
Harford County Public Schools, MD	City of Seattle, WA
Hennepin County, MN	Emory University
North Carolina State University, NC	Great Valley School District, PA

Participating Public Agencies

Today more than 36,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$1.5 Billion Dollars in products and services annually. Each month more than 400 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

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Harford County Public Schools is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached as Appendix A.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Harford County Public Schools and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2009 is estimated to purchase more than \$100 Million Dollars of products and services from existing U.S. Communities contracts.

Marketing Support

U. S. Communities provides marketing support for each Supplier's products through the following:

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, national publications, annual meetings and a network of K-12, City, County, Higher Education and State Associations.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

Multiple Awards

Multiple awards may be issued as a result of the solicitation. Multiple awards may help ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies. The multiple award option may be a factor in the negotiation of Best and Final Offers. A single award may be considered if a greater discount or other pricing advantage can be negotiated.

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Evaluation of Proposals

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members will assist the Lead Public Agency in evaluating proposals. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

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Appendix A

**U.S. Communities Master Intergovernmental Cooperative Purchasing
Agreement and U.S. Communities
Administration Agreement**

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Appendix A

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 the Intergovernmental Cooperation Act as may be applicable to the laws of the State of purchase;

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

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

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

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

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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 shall be responsible for the ordering of Products and Services under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall 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 2033 N. Main Street, Suite 700, Walnut Creek, CA 94596.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

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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 _____, 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 & Services”);

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

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

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

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

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

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

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

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ARTICLE I

GENERAL TERMS AND CONDITIONS

- 1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- 1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier's obligation to provide insurance and certain indemnifications to Lead Public Agency.
- 1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- 1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.
- 1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under this Agreement or the Master Agreement.

ARTICLE II

TERM OF AGREEMENT

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

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ARTICLE III

REPRESENTATIONS AND COVENANTS

- 3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to both Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.
- 3.2 U.S. Communities' Representations and Covenants.
- (a) **Marketing.** U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), Association of School Business Officials (ASBO) and National Institute of Government Purchasing (NIGP) (collectively, the "Founding Co-Sponsors") and individual state-level sponsors. In addition, the U.S. Communities staff shall enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshow and by providing online tools to Supplier's sales force.
- (b) **Training and Knowledge Management Support.** U.S. Communities shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "Program Manager" and collectively, the "Program Managers"), U.S. Communities shall conduct training sessions with Supplier and shall conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities' private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.
- 3.3 Supplier's Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "Supplier's Commitments" and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):
- (a) **Corporate.** Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.
- (i) The pricing, terms and conditions of the Master Agreement shall be Supplier's primary offering to Public Agencies.
- (ii) Supplier shall advise all existing Public Agencies that are current customers of Supplier as to the value and pricing benefits offered under the Master Agreement.
- (iii) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

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(iv) Supplier shall provide a national/senior management account 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.

(v) Supplier shall demonstrate in its request for proposal ("RFP") or invitation to bid ("ITB") response and throughout the term of the Master Agreement that senior management fully supports the U.S. Communities program and its commitments and requirements. Senior management is defined as the executive(s) with companywide authority.

(vi) Supplier's field force (direct and/or authorized dealer or representative) must lead with the Master Agreement when calling on Public Agencies. If Supplier has alternate cooperative vehicles (i.e. state contracts, regional cooperatives) the Master Agreement shall be the lead offering and not just one of Supplier's options. If Supplier meets resistance or objection to utilizing the Master Agreement from a Public Agency, prior to offering an alternate contract option, Supplier's sales representative must contact the U.S. Communities Program Manager in the area and request assistance in overcoming the barrier or objection. If the U.S. Communities Program Manager is unable to resolve the Public Agency's objection, Supplier is permitted to pursue other options.

(vii) In states where Supplier has an existing state contract or cooperative contract, 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 counties, cities, special districts, local governments, school districts, private K-12 schools, technical or vocational schools, higher education institutions (including community colleges, colleges and universities, both public and private), other government agencies and nonprofit organizations located within the state.

(b) **Pricing.** Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) that it offers to Public Agencies.

(i) 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 be required to match that lower pricing for customers 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 under the U.S. Communities contract 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.

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(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.

(ii) 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.

(iii) Supplier's Options in Responding to a Third Party RFP or ITB. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback onto its contracts rather than issue their own RFPs and ITBs, 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 RFP or ITB. 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.

(D) Supplier may respond to the RFP or ITB with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement.

(E) Supplier may respond to the RFP or ITB 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. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative 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.

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

(i) **Supplier Sales.** Supplier shall be responsible for proactive direct sales of Supplier's goods and services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the best government pricing, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

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

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

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

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

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original request for proposal or invitation to bid;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of products and 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 enquiries 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.

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(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.

- 3.4 Breach of Supplier's Representations, Warranties 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 to cure such violation or non-compliance. Failure by Supplier to cure such violation or non-compliance within ninety (90) days shall result in termination of 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. 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 Participating Public Agencies that is inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct an extensive audit of Supplier's pricing at Supplier's sole cost and expense. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Lead Public Agency or U.S. Communities.

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 (a) one percent (1%) of aggregate purchases made during the month which comprise annual sales of the first \$10,000,000.00; then (b) one and one-half percent (1.5%) of aggregate purchases made during the month which comprise annual sales of \$10,000,000.01 to \$20,000,000.00; then (c) two percent (2%) of aggregate purchases made during the month which comprise annual sales of \$20,000,000.01 to \$340,000,000.00; and then (d) two and one-half percent (2.5%) of aggregate purchases made during the month which comprise annual sales exceeding \$340,000,000.00 (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 check or 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.

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- 5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month (“Sales Report”). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.
- (a) Monthly Sales Reports shall include all sales reporting under the Master Agreement, and a breakout of Environmental Preferable (Green) sales reporting. Supplier must make reasonable attempts at filling in all required information and contact U.S. Communities with a plan to correct any deficiencies of data field population.
- (b) Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing.
- 5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier’s Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a 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 and Supplier shall be obligated to reimburse U.S. Communities for any and all costs and expenses incurred in connection with such audit.
- 5.4 Online Reporting. Within sixty (60) days of the end of each calendar quarter, U.S. Communities shall provide online reporting to Supplier containing Supplier’s sales reporting for such calendar quarter. Supplier shall contact U.S. Communities within fifteen (15) days of receiving notification of the online reporting and report to U.S. Communities any concerns or disputes regarding the reports, including but not limited to concerns regarding the following:

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

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

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

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

ARTICLE VI

MISCELLANEOUS

- 6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- 6.2 Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- 6.3 Assignment.
- (a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.
 - (b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.
- 6.4 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth

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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
 2033 N. Main Street, Suite 700
 Walnut Creek, California 94596
 Attn: Program Manager Administration

Lead Public Agency: _____

Attn: _____

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. In the event of any dispute concerning the validity, interpretation, enforcement or breach of this Agreement, U.S. Communities and Supplier (each a "Party" and collectively, the "Parties") unconditionally and irrevocably agree that the dispute will be resolved by arbitration (and accordingly they hereby consent to personal jurisdiction over them) in the City of Walnut Creek, County of Contra Costa, or such other venue as agreed upon by the Parties, in accordance with JAMS pursuant to its Comprehensive Arbitration Rules

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and Procedures. The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The prevailing Party will be entitled to recover its attorneys' fees and arbitration costs from the other Party. The Parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, but not limited to, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration panel, except as may lawfully be required in judicial proceedings relating to the arbitration or by disclosure rules and regulations of securities regulatory authorities or other governmental agencies.

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.

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: _____

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ADMINISTRATION AGREEMENT ADDENDUM

AFFILIATE PROGRAMS

U.S. Communities recently established Canadian Communities, an affiliate program in Canada which offers certain qualified contract awards. U.S. Communities shall continue to explore other practical international opportunities based upon the capacity of its contract suppliers to efficiently serve Public Agencies internationally.

Understanding that Supplier may not have the capacity or desire to participate in Canadian Communities or other affiliate programs, U.S. Communities offers these opportunities on a voluntary basis to Supplier.

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

_____Supplier wishes to participate in Canadian Communities and other international opportunities, currently has the capacity to serve Canadian Public Agencies, and agrees to abide by the terms, conditions and commitments of the executed U.S. Communities Administration Agreement.

_____Supplier does not wish to participate in Canadian Communities or other international opportunities.

SUPPLIER:

_____,

a _____

By _____

Name: _____

Title: _____

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State Notice Amendment

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

Nationwide:

U.S. Communities link to participating public agencies

Other states:

Cities, Towns, Villages and Boroughs

CITY OF ADAIR VILLAGE
CITY OF ASHLAND
CITY OF AUMSVILLE
CITY OF AURORA
CITY OF BEAVERTON
CITY OF BOARDMAN
CITY OF BURNS
CITY OF CANBY
CITY OF CANYONVILLE
CITY OF CLATSKANIE
CITY OF COBURG
CITY OF CONDON
CITY OF COOS BAY
CITY OF CORVALLIS
CITY OF COTTAGE GROVE
CITY OF DALLAS
CITY OF DAMASCUS
CITY OF DUNDEE
CITY OF EAGLE POINT
CITY OF ECHO
CITY OF ESTACADA
CITY OF EUGENE
CITY OF FALLS CITY
CITY OF GATES
CITY OF GRANTS PASS
CITY OF GRESHAM
CITY OF HILLSBORO
CITY OF HOOD RIVER
CITY OF JOHN DAY
CITY OF KLAMATH FALLS

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

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COOS COUNTY HIGHWAY DEPARTMENT
CROOK COUNTY ROAD DEPARTMENT
CURRY COUNTY OREGON
DESCHUTES COUNTY
DOUGLAS COUNTY
GILLIAM COUNTY
GILLIAM COUNTY OREGON
GRANT COUNTY, OREGON
HARNEY COUNTY SHERIFFS OFFICE
HOOD RIVER COUNTY
JACKSON COUNTY HEALTH AND HUMAN SERVICES
JEFFERSON COUNTY
KLAMATH COUNTY VETERANS SERVICE OFFICE
LAKE COUNTY
LANE COUNTY
LINCOLN COUNTY
LINN COUNTY
MARION COUNTY , SALEM, OREGON
MORROW COUNTY
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES
MULTNOMAH LAW LIBRARY
NAMI LANE COUNTY
POLK COUNTY
SHERMAN COUNTY
UMATILLA COUNTY, OREGON
UNION COUNTY
WALLOWA COUNTY
WASCO COUNTY
WASHINGTON COUNTY
YAMHILL COUNTY
MAUI COUNTY COUNCIL

K - 12

ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
BAKER SCHOOL DISTRICT 5-J
BANDON SCHOOL DISTRICT
BANKS SCHOOL DISTRICT
BEAVERTON SCHOOL DISTRICT
BEND / LA PINE SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO.17-C
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL

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CENTRAL POINT SCHOOL DISTRICT NO. 6
CENTRAL SCHOOL DISTRICT 13J
CLACKAMAS EDUCATION SERVICE DISTRICT
COOS BAY SCHOOL DISTRICT
COOS BAY SCHOOL DISTRICT NO.9
COQUILLE SCHOOL DISTRICT 8
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CRESWELL SCHOOL DISTRICT
CROSSROADS CHRISTIAN SCHOOL
CULVER SCHOOL DISTRICT NO.
DALLAS SCHOOL DISTRICT NO. 2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SD NO.6 - SISTERS SD
DOUGLAS COUNTY SCHOOL DISTRICT 116
DOUGLAS EDUCATION SERVICE DISTRICT
DUFUR SCHOOL DISTRICT NO.29
ESTACADA SCHOOL DISTRICT NO.108
FOREST GROVE SCHOOL DISTRICT
GASTON SCHOOL DISTRICT 511J
GLADSTONE SCHOOL DISTRICT
GLENDALE SCHOOL DISTRICT
GLIDE SCHOOL DISTRICT NO.12
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM-BARLOW SCHOOL DISTRICT
HARNEY COUNTY SCHOOL DIST. NO.3
HARNEY EDUCATION SERVICE DISTRICT
HEAD START OF LANE COUNTY
HERITAGE CHRISTIAN SCHOOL
HIGH DESERT EDUCATION SERVICE DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LA GRANDE SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LEBANON COMMUNITY SCHOOLS NO.9
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C - SCIO SD
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT - SALEM - KEIZER PS
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES

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MCMINNVILLE SCHOOL DISTRICT NO.40
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DISTRICT
MT. ANGEL SCHOOL DISTRICT NO.91
MULTISENSORY LEARNING ACADEMY
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE POINT SCHOOL DISTRICT NO.41
NEAH-KAH-NIE DISTRICT NO.56
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH SANTIAM SCHOOL DISTRICT 29J
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
NYSSA SCHOOL DISTRICT NO. 26
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NO.46
OUR LADY OF THE LAKE SCHOOL
PHILOMATH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NO.4
PORTLAND ADVENTIST ACADEMY
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAINIER SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REEDSPORT SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SEVEN PEAKS SCHOOL
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT
SOUTH COAST EDUCATION SERVICE DISTRICT
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19
SWEET HOME SCHOOL DISTRICT NO.55
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
VERNONIA SCHOOL DISTRICT 47J
WEST HILLS COMMUNITY CHURCH
WEST LINN WILSONVILLE SCHOOL DISTRICT

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WHITEAKER MONTESSORI SCHOOL
YONCALLA SCHOOL DISTRICT NO.32
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
EMMANUAL LUTHERAN SCHOOL
HANAHAU'OLI SCHOOL
ISLAND SCHOOL
KAMEHAMEHA SCHOOLS
KE KULA O S. M. KAMAKAU

Higher Education

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

State Agencies

BOARD OF MEDICAL EXAMINERS
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON TOURISM COMMISSION

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SEIU LOCAL 503, OPEU
ADMIN. SERVICES OFFICE
HAWAII HEALTH SYSTEMS CORPORATION
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE
STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION

Special/Independent Districts

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

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TUALATIN VALLEY FIRE & RESCUE
WILLAMALANE PARK AND RECREATION DISTRICT
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

Nonprofit & Other

ALLFOURONE/CRESTVIEW CONFERENCE CTR.
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
ALZHEIMERS NETWORK OF OREGON
ASHLAND COMMUNITY HOSPITAL
ATHENA LIBRARY FRIENDS ASSOCIATION
BARLOW YOUTH FOOTBALL
BENTON HOSPICE SERVICE
BIRCH COMMUNITY SERVICES, INC.
BLIND ENTERPRISES OF OREGON
BONNEVILLE ENVIRONMENTAL FOUNDATION
BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
BROAD BASE PROGRAMS INC.
CANBY FOURSQUARE CHURCH
CANCER CARE RESOURCES
CASCADIA BEHAVIORAL HEALTHCARE
CASCADIA REGION GREEN BUILDING COUNCIL
CATHOLIC CHARITIES
CATHOLIC COMMUNITY SERVICES
CENTRAL BIBLE CHURCH
CENTRAL CITY CONCERN
CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
CHILDPEACE MONTESSORI
CITY BIBLE CHURCH
COAST REHABILITATION SERVICES
COLLEGE HOUSING NORTHWEST
COMMUNITY ACTION TEAM, INC.
COMMUNITY CANCER CENTER
CONFEDERATED TRIBES OF GRAND RONDE
CONSERVATION BIOLOGY INSTITUTE
CONTEMPORARY CRAFTS MUSEUM AND GALLERY
CORVALLIS MOUNTAIN RESCUE UNIT
COVENANT CHRISTIAN HOOD RIVER
COVENANT RETIREMENT COMMUNITIES
DELIGHT VALLEY CHURCH OF CHRIST
DOUGLAS ELECTRIC COOPERATIVE, INC.
EAST HILL CHURCH
EAST SIDE FOURSQUARE CHURCH
EAST WEST MINISTRIES INTERNATIONAL
ELMIRA CHURCH OF CHRIST
EMMAUS CHRISTIAN SCHOOL
EN AVANT, INC.
EUGENE BALLET COMPANY
EUGENE SYMPHONY ASSOCIATION, INC.

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EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
FAIR SHARE RESEARCH AND EDUCATION FUND
FAITH CENTER
FAITH LUTHERAN CHURCH
FAMILIES FIRST OF GRANT COUNTY, INC.
FANCONI ANEMIA RESEARCH FUND INC.
FIRST CHURCH OF THE NAZARENE
FORD FAMILY FOUNDATION
FOUNDATIONS FOR A BETTER OREGON
FRIENDS OF THE CHILDREN
GOAL ONE COALITION
GOLD BEACH POLICE DEPARTMENT
GOOD SHEPHERD COMMUNITIES
GRANT PARK CHURCH
HEARING AND SPEECH INSTITUTE INC
HELP NOW! ADVOCACY CENTER
HIGHLAND HAVEN
HIGHLAND UNITED CHURCH OF CHRIST
HOUSING AUTHORITY OF PORTLAND
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION
IRCO
JUNIOR ACHIEVEMENT
KLAMATH HOUSING AUTHORITY
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER
LA GRANDE UNITED METHODIST CHURCH
LANE ELECTRIC COOPERATIVE
LANE MEMORIAL BLOOD BANK
LAUREL HILL CENTER
LIVING WAY FELLOWSHIP
LOCAL GOVERNMENT PERSONNEL INSTITUTE
LOOKING GLASS YOUTH AND FAMILY SERVICES
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.
METRO HOME SAFETY REPAIR PROGRAM
METROPOLITAN FAMILY SERVICE
MID COLUMBIA COUNCIL OF GOVERNMENTS
MID-COLUMBIA CENTER FOR LIVING
MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC
MORNING STAR MISSIONARY BAPTIST CHURCH
MORRISON CHILD AND FAMILY SERVICES
MOAIC CHURCH
NATIONAL PSORIASIS FOUNDATION
NATIONAL WILD TURKEY FEDERATION
NEW AVENUES FOR YOUTH INC
NEW BEGINNINGS CHRISTIAN CENTER
NEW HOPE COMMUNITY CHURCH
NEWBERG FRIENDS CHURCH

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NORTHWEST YOUTH CORPS
OCHIN
OHSU FOUNDATION
OMNIMEDIX INSTITUTE
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.
OREGON BALLET THEATRE
OREGON COAST COMMUNITY ACTION
OREGON DEATH WITH DIGNITY
OREGON DONOR PROGRAM
OREGON EDUCATION ASSOCIATION
OREGON PROGRESS FORUM
OREGON REPERTORY SINGERS
OREGON STATE UNIVERSITY ALUMNI ASSOCIATION
OSLC COMMUNITY PROGRAMS
OUTSIDE IN
OUTSIDE IN
PACIFIC CASCADE FEDERAL CREDIT UNION
PACIFIC FISHERY MANAGEMENT COUNCIL
PARTNERSHIPS IN COMMUNITY LIVING, INC.
PENDLETON ACADEMIES
PENTAGON FEDERAL CREDIT UNION
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
PORT CITY DEVELOPMENT CENTER
PORTLAND ART MUSEUM
PORTLAND BUSINESS ALLIANCE
PORTLAND HABILITATION CENTER, INC.
PORTLAND SCHOOLS FOUNDATION
PORTLAND WOMENS CRISIS LINE
PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND
QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.
REBUILDING TOGETHER - PORTLAND INC.
REGIONAL ARTS AND CULTURE COUNCIL
ROGUE FEDERAL CREDIT UNION
ROSE VILLA, INC.
SACRED HEART CATHOLIC DAUGHTERS
SAIF CORPORATION
SAINT ANDREW NATIVITY SCHOOL
SAINT CATHERINE OF SIENA CHURCH
SAINT JAMES CATHOLIC CHURCH
SCIENCEWORKS
SELF ENHANCEMENT INC.
SERENITY LANE
SEXUAL ASSAULT RESOURCE CENTER
SEXUAL ASSAULT RESOURCE CENTER
SHELTERCARE
SHERMAN DEVELOPMENT LEAGUE, INC.
SILVERTON AREA COMMUNITY AID

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SISKIYOU INITIATIVE
SMART
SOUTH COAST HOSPICE, INC.
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
SPARC ENTERPRISES
SPOTLIGHT THEATRE OF PLEASANT HILL
SPRINGFIELD UTILITY BOARD
ST. ANTHONY CHURCH
ST. ANTHONY SCHOOL
ST. MARYS OF MEDFORD, INC.
SUMMIT VIEW COVENANT CHURCH
SUNRISE ENTERPRISES
TENAS ILLAHEE CHILDCARE CENTER
THE CHURCH OF JESUS CHRIST OF LDS
THE EARLY EDUCATION PROGRAM, INC.
THE NEXT DOOR
THE OREGON COMMUNITY FOUNDATION
TILLAMOOK CNTY WOMENS CRISIS CENTER
TOUCHSTONE PARENT ORGANIZATION
TRAILS CLUB
TRAINING EMPLOYMENT CONSORTIUM
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
UMATILLA-MORROW ESD
UMPQUA COMMUNITY DEVELOPMENT CORPORATION
UNION GOSPEL MISSION
UNITED CEREBRAL PALSY OF OR AND SW WA
UNITED WAY OF THE COLUMBIA WILLAMETTE
US CONFERENCE OF MENONNITE BRETHREN CHURCHES
US FISH AND WILDLIFE SERVICE
USAGENCIES CREDIT UNION
VIRGINIA GARCIA MEMORIAL HEALTH CENTER
VOLUNTEERS OF AMERICA OREGON
WE CARE OREGON
WESTERN RIVERS CONSERVANCY
WESTERN STATES CENTER
WESTSIDE BAPTIST CHURCH
WILD SALMON CENTER
WILLAMETTE FAMILY
WOODBURN AREA CHAMBER OF COMMERCE
WORD OF LIFE COMMUNITY CHURCH
WORKSYSTEMS INC
YWCA SALEM
AMERICAN LUNG ASSOCIATION
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
EAH, INC.
HALE MAHAOLU

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HAWAII AGRICULTURE RESEARCH CENTER
MAUI ECONOMIC DEVELOPMENT BOARD
ORI ANUENUE HALE, INC.
ST. THERESA CHURCH
WAIANAE COMMUNITY OUTREACH
WAILUKU FEDERAL CREDIT UNION

**HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND
GENERAL REQUIREMENTS (SPECIFIC ONLY TO HARFORD COUNTY PUBLIC SCHOOLS)**

I. CONTRACT AWARD

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

II. PUBLIC INFORMATION ACT NOTICE

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

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

III. INITIATION OF WORK

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

IV. RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

V. PERFORMANCE: SAVE HARMLESS: INSURANCE

- A. The Contractor shall take proper safety and health precautions and to protect their work, their employees, the public and the property of others from any damage or injury resulting solely from the performance of the work described herein.
- B. HCPS shall not be liable for any injuries to the employees, agents, or assignees of the Contractor arising out of or during the course of employment relating to this agreement.
- C. The Contractor has in force, or shall obtain, and will maintain insurance in not less than the amounts specified and accordance with the requirements contained in the attached insurance requirements.

VI. SUBCONTRACTING OR ASSIGNMENT

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

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

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

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

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

VIII. **REMEDIES AND TERMINATION**

- A. ***Correction of Errors, Defects, and Omissions*** - The Contractor agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPS. The acceptance of the work set forth herein by HCPS shall not relieve the Contractor of the responsibility.
- B. ***Set-Off*** - HCPS may deduct from and set-off against any amounts due and payable to the Contractor any back-charges or damages sustained by HCPS by virtue of any breach of this agreement by the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall limit the liability of the Contractor for damages and HCPS may affirmatively collect damages from the Contractor.
- C. ***Termination for Default*** - If the Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the contract, HCPS may terminate the contract by written notice to the Contractor. The notice shall specify the acts of omissions relied on as cause for termination.

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

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

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

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

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

IX. RESPONSIBILITY OF CONTRACTOR

- A. The Contractor shall perform the requirement with that standard of care, skill, and diligence normally provided by a contractor in the performance of similar services.
- B. Notwithstanding any review, approval, acceptance, or payment for the services by HCPS, the Contractor shall be responsible for professional and technical accuracy of its work furnished by the Contractor under this agreement.
- C. HCPS review, approval, or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to HCPS in accordance with applicable law for all damages to HCPS caused by the Contractor's negligent performance of any or the services furnished under this contract.
- D. The rights and remedies of HCPS provided for under this contract are in addition to any rights and remedies provided by law.

X. EXAMINATION OF RECORDS

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

XI. NON-HIRING OF EMPLOYEES

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

XII. CONTINGENT FEE PROHIBITION

- A. The Contractor warrants that they have not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the contractor, to solicit or secure this agreement, and that they have not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.
- B. For breach or violation of this warranty, HCPS shall have the right to terminate this agreement without liability, or, at its discretion, to deduct from the contract price or consideration, or percentage, brokerage fee, gift or contingent fee.

XIII. COMPLIANCE WITH LAW

The Contractor hereby represents and warrants:

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

- B. That it is not in arrears with respect to the payment of any monies due and owing the county or state, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.
- C. That it shall comply with all federal, state, and local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.
- D. That it shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this agreement.
- E. That the facts and matters set forth hereafter in the "Contract Affidavit" which is attached to this agreement and made a part hereof are true and correct.

XIV. RECEIPT AND OPENING OF BIDS/PROPOSALS

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

XV. AWARD OR REJECTION OF BIDS/PROPOSALS

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

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

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

XVI. INTERPRETATION

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

XVII. DEVIATIONS

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

XVIII. WAIVER OF TECHNICALITIES

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

XIX. PERMITS AND LICENSES

The contractor awarded this contract must, at its expense, obtain any and all permits required by local, state, federal authorities. The contractor at the time of bid opening must be fully licensed in all trades or

special areas that require a license by local, state, federal authorities. It is the contractor's responsibility to notify the HCPS of lapses in, suspension of or termination of special permits and licenses required under the contract.

XX. MULTI-AGENCY PROCUREMENT

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

XXI. POLITICAL CONTRIBUTION DISCLOSURE

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

XXII. NONDISCRIMINATION

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

XXIII. GOVERNING LAW

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

XXIV. DRUG, TOBACCO, ALCOHOL

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

XXV. CONTRACT

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

XXVI. INSURANCE

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

XXVII. MINORITY BUSINESS ENTERPRISE PARTICIPATION

Minority participation is encouraged on all contracts and non-minority prime contractors are encouraged to use minority subcontractors.

XXVIII. EMPLOYMENT OF CHILD SEX OFFENDERS

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

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

XXIX. USE OF ILLEGAL IMMIGRANT LABOR

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

XXX. LANGUAGE

All customer service operations must be based and housed within the continental United States and staffed by English speaking individuals who are fluent in the English language. A 1-800 toll free service line must be provided.

**Harford County Public School System – Maryland
(SPECIFIC ONLY TO HARFORD COUNTY PUBLIC SCHOOLS)**

Insurance Requirements

1. General Insurance Requirements

- 1.1 The Contractor shall not commence any operations or services on behalf of the Board of Education of Harford County (the Board) under this Contract until the Contractor has obtained at the Contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of the Contractor will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.
- 1.2 Insurance as required hereunder shall be in force throughout the term of the Contract . Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract.
- 1.3 The Contractor shall require all Subcontractors to maintain during the term of the Contract insurance to the same extent required of the Contractor herein unless any such requirement is expressly waived or amended by the Board in writing. The Contractor shall furnish Subcontractors' certificates of insurance to the Board immediately upon request.
- 1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Board.

Therefore, the phrases "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.
- 1.5 No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of this Contract.
- 1.6 If the Contractor does not meet the insurance requirements of this Contract, the Contractor shall forward a written request to the Director of Purchasing for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Director of Purchasing denies the request, the Contractor must comply with the insurance requirements as specified in this Contract.
- 1.7 All required insurance coverage must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.
- 1.8 Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Contractor, and are subject to Board's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.
- 1.9 If the Board is damaged by the failure or neglect of the Contractor to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Contractor shall bear all reasonable costs properly attributable thereto.

2. **Contractor's Insurance**

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

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

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

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Contractual liability protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract.

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

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

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

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

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

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

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

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

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

"The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers are named as additional insureds on this commercial general liability insurance with respect to liability arising out of the services provided by the Named Insured under Contract:

_____ (Enter specific identifying information such as project name, Board's contract number and/or date of contract)."

2.3 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers under any Contractor's liability insurance of self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Contractor's liability insurance policies required herein.)

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

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

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

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

3. **Indemnification**

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

4. **Waiver of Subrogation**

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

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

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

foregoing.

6. **Damage To Property of The Contractor And Its Invitees**

To the fullest extent permitted by law, the Contractor shall be solely responsible for any loss or damage to property of the Contractor or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board.

HARFORD COUNTY PUBLIC SCHOOLS

Pat Skebeck, Interim 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

410.638.4083

Purchaser: Jeff LaPorta



Harford County Public Schools

102 S. Hickory Avenue ♦ Bel Air, MD 21014 410-638-4083 Fax 410-638-4304

Jeffrey LaPorta, Purchasing Agent II
Purchasing Department, 3rd Floor

Addendum #1 RFP 10-JLH-001

To: All Proposers

From: Jeff LaPorta, Purchasing Agent II

Subject: **Addendum to RFP 10-JLH-001**
Physical Education Supplies and Equipment
For Harford County Public Schools

Date: June 29, 2009

Please amend the above referenced Request For Proposal (RFP) to reflect the following change:

Page 19, Products Section, Item #1
OMIT the wording; "market basket items".

The correct wording should read: "Provide a description of the Products provided by the major product category. THE PRIMARY OBJECTIVE IS FOR EACH SUPPLIER TO OFFER PRICING FOR ITS ENTIRE CATALOG OF PRODUCT SO THAT PARTICIPATING PUBLIC AGENCIES MAY ORDER A BROAD RANGE OF PRODUCT AS APPROPRIATE FOR THEIR NEEDS".