TO: Not-For-Profit Cooperative Purchasing Organizations

FROM: Christopher A. Koch, Ed. D.
State Superintendent of Education

SUBJECT: Opportunity for Certification of Educational Purchasing Cooperative Organization

General Information
Pursuant to Section 28A-10 of the School Code [105 ILCS 5/28A-10], the Illinois State Board of Education (ISBE) is required to establish an education purchasing program (EPP). The administrative rules governing the EPP, found at http://www.isbe.net/rules/archive/pdfs/1110ARK.pdf, further provide for the creation of an EPP and the establishment of the process by which ISBE will certify education purchasing contracts.

Through the EPP, ISBE may certify education purchasing contract(s) in which educational entities, including school districts, cooperative entities made of up of school districts, regional offices of education, and charter schools, may purchase supplies, materials, equipment, or services without the necessity of engaging in bid solicitation at the local level.

ISBE is hereby requesting cooperative purchasing organizations to submit proposals according to the specifications outlined in this solicitation for the purpose of certifying education purchasing contracts. Certified education contracts established by this solicitation will be to be made available to educational entities for the period of July 1, 2010 through June 30, 2011 with four one-year renewals available (i.e., through June 30, 2015).

Eligible Programs
ISBE may select one or more organization for certification under this solicitation. Only those cooperative purchasing organizations which meet the following specifications will be considered for contract certification.

- Must be a not-for-profit organization;
- Must competitively solicit all available contractual agreements through a lead public jurisdiction in accordance with the jurisdiction's public purchasing regulations; and
- Must demonstrate participation of educational entities in their cooperative purchasing program.

Proposal Specifications and Format
Applicants must submit proposals according to the specifications and format outlined below.

A. Evidence of consent by other parties to the contract for certification of the contract by ISBE;
B. Sufficient information to demonstrate that the contract was awarded in a manner that makes it suitable for use by educational entities and through a process meeting the criteria set forth in Section 1110.40(a) of the administrative rules governing the EPP found at http://www.isbe.net/rules/archive/pdfs/1110ARK.pdf. Proposals must include, but need not be limited to:

1. Evidence that a request for proposals or invitation for bids was used to procure the contracts and is available for review;
2. Evidence of due advertisement of the request for proposals or invitation for bids; and
3. Evidence of certification from the procuring entity or other evidence that the contracts were awarded to the lowest responsible bidder, considering conformity with specifications, terms of delivery, quality, and serviceability;

C. A certification that the contracts were procured in conformance with the requirements that apply in the locality of the contracting entity, including a specific statutory or regulatory citation to those requirements;

D. A description of the Illinois educational entities the vendor(s) is able and willing to serve;

E. A description of the range of supplies or services available through the contract;

F. Information on the level of customer service that will be offered to educational entities participating in the contract;

G. Evidence that the vendor has adequate financial, organizational, and technical resources to administer the contract; and

H. A description of the process by which educational entities may participate in the contract.

Submission Requirements
Bidders must submit the proposal in the following format:

A. Five copies of the contract and proposal submitted in accordance with the requirements outlined in the Proposal Specifications and Format section above;

B. One compact disk containing the proposal in PDF; and

C. One redacted version of the proposal.

The redacted version should clearly identify any information that is exempt from the disclosure requirement of the Illinois Freedom of Information Act (5 ILCS 140). This redacted version may be released by ISBE.

If ISBE receives a challenge for the release or disclosure of the information that has been redacted, then ISBE will attempt to notify the organization of such challenge and it will be the organization’s obligation to defend the non-disclosure of the redacted information at its sole cost and expense. Failure of the organization’s defense for such non-disclosure will result in the release of such information. ISBE hereby disclaims any and all liability for the release of any information contained in the redacted version of a proposal.

Due Date
Proposals will be received by mail or in person in the Fiscal and Procurement Division of the Illinois State Board of Education until 4:00 p.m. CDT, on June 21, 2010. No late proposals or electronically transmitted proposals will be accepted. Proposals should be addressed and sent to the following address:

Sherri Sullivan
State Purchasing Officer
Criteria for Review and Approval

Proposals will be evaluated on the following criteria:

A. The number of educational entities eligible to participate in the contracts that are eligible for certification;
B. The qualifications of the vendors involved in the eligible contracts;
C. The level of serviceability of the eligible contracts;
D. The quality of the supplies or services offered through the eligible contracts and the extent to which the supplies or services are appropriate for use by educational entities;
E. The comparative extent to which the costs of supplies or services are discounted;
F. The contracting entity's use of businesses owned by minorities, females, and persons with disabilities to provide supplies or services under the contract;
G. The simplicity of the process for educational entities' participation in the contract; and
H. The extent to which resources of ISBE would be needed for overseeing the administration of the contract through the EPP.

When choosing among two or more substantially similar contracts for certification, ISBE will give preference to contracts awarded to Illinois-based companies or, if no eligible contract involves an Illinois-based company, to the contract with the company employing the largest number of Illinois residents.

ISBE will base the determination regarding the number of eligible contracts that will be certified at any given time on adequate coverage of the various geographic areas of the State and the provision of an adequate range of supplies and services to meet the needs of Illinois educational entities.

Disclosure

This solicitation does not commit ISBE to award a contract or to pay any costs incurred in the preparation of a proposal. ISBE reserves the right to accept or reject any or all proposals received as a result of this RFSP. ISBE will be the sole judge as to whether a proposal has satisfactorily met the requirements.

Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably suitable of being selected for award for the purpose of clarifying and assuring full understanding of and responsiveness to the solicitation requirements. Revisions may be permitted after submission and before award for the purpose of obtaining best and final offers.

A signed two-party agreement based upon the contractor's proposal will constitute the contract with ISBE or any other educational entity. No agreement exists, and no work shall begin until a contract has been finalized and signed by the parties.

The content subject matter of this solicitation is subject to legislative changes either by the federal or state government. If any such changes occur prior to contract award, then all bidders will have the opportunity to modify their proposals to reflect such changes. If any such changes occur after a contract award has been made, then (i) ISBE reserves the right to negotiate modifications to the
successful bidder's proposal reflecting such legislative changes; and (ii) ISBE shall have no obligation to provide unsuccessful bidders with the opportunity to modify their proposals to reflect such legislative changes.
June 18, 2010

Sherri Sullivan
State Purchasing Officer
Fiscal and Procurement Division, W-380
Illinois State Board of Education
100 North First Street
Springfield, Illinois 62777-0001

Dear Ms. Sullivan:

I am writing in response to a Request for Proposal from the Illinois State Board of Education that provides an “Opportunity for Certification of Educational Purchasing Cooperative Organizations.”

U.S. Communities™ Government Purchasing Alliance is a nonprofit government purchasing cooperative that assists local and state government agencies, school districts (K-12), institutes of higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is accomplished through competitively solicited contracts for quality products through lead public agencies, in accordance with those agencies’ purchasing regulations.

The following proposal addresses the specifications contained in the RFP. U.S. Communities is happy to provide clarification on any point as desired. Please see contact information on the last page of the proposal. The attachment, entitled “Master Intergovernmental Cooperative Purchasing Agreement”, addresses Part A of the Proposal Specifications.

U.S. Communities would like to acknowledge ISBE’s longstanding relationship with the U.S. Communities program as we respectfully submit this response.

Regards,

Jon Penkower
U.S. Communities
(925) 274-4601
A. Please see attachment entitled “Master Intergovernmental Cooperative Purchasing Agreement” (16 pages)

B. From the U.S. Communities website:

“All U.S. Communities contracts have been competitively solicited by a lead public agency in accordance with their public purchasing rules and regulations. Each solicitation contains language, which advises all suppliers the subsequent contract may be used by other government agencies throughout the United States. This language is based on the lead jurisdiction “Joint Powers Authority” or “Cooperative Procurement” Authority. Although each government may have different purchasing procedures to follow, applying these competitive principles satisfies the competitive solicitation requirements of most state and local government agencies.”

The following screenshot shows an example of the webpage where contract and RFP documentation and advertisement information is posted. All contracts have a similar page on the U.S. Communities website:
C. From the U.S. Communities website: “All U.S. Communities contracts have been competitively solicited by a lead public agency in accordance with their public purchasing rules and regulations.”

An excerpt from U.S. Communities’ Arts, Classroom, School Supplies and Related Products contract, awarded by Fairfax County Public Schools, demonstrates an example:

1. **SCOPE OF CONTRACT:**

   1.1. Fairfax 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 Classroom, School, Art Supplies, Materials, and Related Products and Services (herein “Products and Services”).

5.8. **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.

D. All U.S. Communities contracts are available to any public entity, as well as nonprofits. Qualifying educational entity types include public schools (K-12), private nonprofit schools, institutes of higher education, community colleges, and any other educational entities that are either public or nonprofit.
E. U.S. Communities' contracts span a range of products and services. The following table shows existing contracts, along with the awarded supplier(s):

<table>
<thead>
<tr>
<th>Contract Description</th>
<th>Supplier(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Supplies</td>
<td>Office Depot</td>
</tr>
<tr>
<td>Office Furniture</td>
<td>Haworth</td>
</tr>
<tr>
<td></td>
<td>Herman Miller</td>
</tr>
<tr>
<td></td>
<td>Knoll</td>
</tr>
<tr>
<td>Electrical Products</td>
<td>Graybar</td>
</tr>
<tr>
<td>Telecommunications Supplies</td>
<td>Graybar</td>
</tr>
<tr>
<td>Technology Products and Solutions</td>
<td>GTSI</td>
</tr>
<tr>
<td></td>
<td>Insight Public Sector</td>
</tr>
<tr>
<td></td>
<td>Tech Depot</td>
</tr>
<tr>
<td>Janitorial Supplies</td>
<td>Zep</td>
</tr>
<tr>
<td>Education Furniture</td>
<td>Virco</td>
</tr>
<tr>
<td>Multifunctional Printers/Copiers</td>
<td>Ricoh Americas, Inc.</td>
</tr>
<tr>
<td></td>
<td>Lanier</td>
</tr>
<tr>
<td></td>
<td>Savin</td>
</tr>
<tr>
<td>Auto Parts and Accessories</td>
<td>AutoZone</td>
</tr>
<tr>
<td>Homeland Security and Public Safety</td>
<td>Hagemeyer</td>
</tr>
<tr>
<td>Equipment and Tool Rental</td>
<td>Hertz Equipment Rental</td>
</tr>
<tr>
<td>Art, Classroom, School Supplies and</td>
<td>Office Depot</td>
</tr>
<tr>
<td>Related Products</td>
<td>School Specialty</td>
</tr>
<tr>
<td>Uniform and Work Apparel</td>
<td>ServiceWear Apparel</td>
</tr>
<tr>
<td>Roofing Supplies and Related Products</td>
<td>Garland/DBS</td>
</tr>
<tr>
<td>Park and Playground</td>
<td>Gametime</td>
</tr>
<tr>
<td></td>
<td>Landscape Structures, Inc.</td>
</tr>
<tr>
<td>Athletic Supplies and P.E. Equipment</td>
<td>BSN Sports/US Games</td>
</tr>
<tr>
<td>Maintenance and Hardware Supplies</td>
<td>The Home Depot</td>
</tr>
<tr>
<td></td>
<td>HD Supply Facilities Maintenance</td>
</tr>
<tr>
<td>Paint Solutions</td>
<td>Behr</td>
</tr>
<tr>
<td>Synthetic Turf and other Athletic</td>
<td>AstroTurf</td>
</tr>
<tr>
<td>Surfaces</td>
<td></td>
</tr>
<tr>
<td>Science and Labware Supplies</td>
<td>Fisher Science Education</td>
</tr>
<tr>
<td>Elevator Maintenance and Service</td>
<td>Kone</td>
</tr>
<tr>
<td>Print Solutions</td>
<td>Office Depot</td>
</tr>
</tbody>
</table>

F. Suppliers commit to making their U.S. Communities contract their primary offering to states, local governments, school districts, and higher education institutions in the United States of America. The following section is an excerpt from contract terms that all suppliers must agree to. Suppliers commit to provide the following to participating entities:
Participating Public Agency Access - Establish the following communication links to facilitate customer access and communication:

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

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

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

G. All contracts made available through the U.S. Communities program have required “Evidence that the vendor has adequate financial, organizational, and technical resources to administer the contract.”

Please note the proof below from the Office Supplies Solicitation that was let by the County of Los Angeles:

1.4 Minimum Mandatory Requirement

Interested and qualified Proposers that can demonstrate their ability to successfully provide the goods and services requested under this RFP are invited to submit proposal(s), provided they meet the following requirement:

Proposer must have three (3) years experience, within the last five (5) years, providing office supplies and products equivalent or similar to the services provided to the County.

Required Support Documents:
Corporations or Limited Liability Company (LLC):
The Proposer must submit the following documentation with the Proposal:

A. A copy of a “Certificate of Good Standing” with the state of incorporation/organization.

B. A conformed copy of the most recent “Statement of Information” as filed with the California Secretary of State or the state of incorporation/organization listing corporate officers or members and managers.

Financial Capability
Provide copies of the company’s most current and prior two (2) fiscal years (for example, 2009 and 2008) financial statements. Statements should include the company’s assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows.
It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of these statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

H. Educational entities must register at the U.S. Communities website to participate. Registration is free and incurs no obligation to use any U.S. Communities contract. Once registered, entities can request contact from a supplier to begin purchasing under U.S. Communities pricing.

For all comments and questions, please use the following contact:

Doug Looney  
Program Manager  
U.S. Communities  
Phone: (314) 210-8058  
Fax: (636) 527-4361  
dlooney@uscommunities.org
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 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.
LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of USD 259, Wichita Public Schools, KS (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature
Darren C. Muci
RFP 02-04-011 BOE Approval 1/13/03

Name and Title of Signer

Date
LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the County of Maricopa, Arizona (the "Lead Public Agency") that, I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature

[Signature]

Name and Title of Signer

5/14/03

Date
LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the City of Charlotte (Mecklenburg County) (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature

JOHN C. TRUNK

PROCUREMENT SERVICES DIRECTOR

Name and Title of Signer

10-23-03

Date
LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Harford County Public Schools, MD (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature

[Signature]

Name and Title of Signer
Harford County Public School

Date
10/24/03
EXAMPLE OF LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the public agency identified (the “Lead Public Agency”) that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Lead Government Agency

by:
Joe Sandoval, Division Manager
Purchasing & Contract Services
County of Los Angeles

Date
1-2-06
LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of USD 259, Wichita Public Schools, KS (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Vendors and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Request for Proposal
ROOFING SUPPLIES AND RELATED SERVICES
No. 06-40021
Unified School District 259 - Wichita (KS) Public Schools
BOE Approval 06/12/2006

Authorized Signature

Darren Muci, Division Director
Name and Title of Signer

June 14, 2006
Date
LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the City of Los Angeles (the “Lead Public Agency”) that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Lead Government Agency

12-6-07

Date
LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the Dallas County, TX. (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Lead Government Agency

November 27, 2007
Date
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
CERTIFICATE

I hereby acknowledge, on behalf of the California Statewide Communities Development Authority (the "Lead Public Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreement and purchase of products (in this case, licenses) that from time to time are made available by the Lead Public Agency to Participating Public Agencies through U.S. Communities. Copies of the Master Agreement and any amendments thereto made available by Lead Public Agency will be provided to Supplier and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more products (in this case, licenses) under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, California Statewide Communities Development Authority

Title

Date 6/27/07
LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the public agency identified (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

[Signature]
Dean A. Tistad, Chief Operating Officer
Fairfax County Public Schools

[Date] 1/29/08
LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the City/County of Denver, (the “Lead Public Agency”) that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

[Signature]
Authorized Signature, Lead Government Agency

12-1-08
Date
Lead Public Agency Certificate

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the public agency identified (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

[blank]
Authorized Signature, Lead Government Agency

April 15, 2009

Date
Lead Public Agency Certificate

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the public agency identified (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Lead Government Agency
Robert D. Wood
04/2/09
Date
Lead Public Agency Certificate

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Cobb County, Georgia (the "Lead Public Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Lead Public Agency

Richard A. Brun

Printed Name

7-8-2009

Date
Lead Public Agency Certificate

LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of City of San Antonio, [LPA] (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Lead Public Agency

Janie B. Cantu
Printed Name

Date 7/10/09
June 10, 2005

Mr. Randy Dunn
Interim State Superintendent of Schools
Illinois State Board of Education
100 W. Randolph St.
Suite 14-300
Chicago, IL 60601

Dear Randy;

RE: U.S. Communities Government Purchasing Alliance—Sponsorship Agreement

This letter will summarize our understanding to extend the U.S. Communities Supplier Contracts to Kindergarten through 12th grade schools (herein collectively "K12 Schools") in Illinois, through the direct sponsorship and active marketing of the Illinois State Board of Education (herein "ISBE"). This opportunity is available to ISBE through the national sponsorship of the U.S. Communities program by the Association of School Business Officials International (herein "ASBO").

Vendor Contracts
U.S. Communities currently offers a number of supplier contracts competitively solicited through lead public agencies to other government agencies nationwide. U.S. Communities will continue to add additional products and suppliers to assist local agencies nationwide reduce the costs of purchased goods and services. The suppliers currently under contract may be viewed at our website www.uscommunities.org.

ISBE Role
ISBE will provide the active marketing and promotion for the U.S. Communities contracts to K12 Schools within Illinois including, but not limited to:

1. Sponsor and endorse the U.S. Communities program and its supplier contracts;
2. Authorize the use of ISBE's name and logo in the promotion of the program;
3. Establish a hot link from the ISBE website to the U.S. Communities website.
4. Actively market the use of U.S. Communities contracts in order to provide maximum exposure and usage of the contracts by K12 Schools. ISBE may use some or all of the following devices:
   a. Direct Mail;
   b. Newsletter articles;
   c. Advertising;

U.S. Communities Government Purchasing Alliance
2035 N. Main St, Suite 700 • Walnut Creek, California 94596 • 800.635.3993
925.935.9229 • Fax 925.935.8457 • Email: info@uscommunities.org • www.uscommunities.org
d. Website information and links;
e. Annual and regional meetings; and
f. Other media designed to reach K12 Schools in Illinois.
g. Establish promotional materials targeted to K12 Schools;

5. Work with other affinity groups to promote the program.
6. Regularly interact with ASBO on the program marketing.

ISBE understands the importance of this sponsorship and contribution to the success of U.S. Communities and the cost savings and other public benefits that will accrue to K12 Schools as program usage increases. ISBE represents that it will not enter into an arrangement that may conflict or compete with U.S. Communities and compromise the ability of the program to increase savings and public benefit through increased program usage.

The objective of this agreement is to improve K12 Schools' participation and use of U.S. Communities through the active marketing efforts of ISBE. A mutual minimum goal is to have 50% of ISBE's active affinity registered and actively using U.S. Communities within 24 months of the commencement date shown below. If this goal is not achieved, the sponsorship agreement will be converted to an endorsement agreement, unless the sponsor requests an extension of time in writing 30 days in advance of the two year anniversary based on its commitment to achieve the minimum threshold within six months. (General terms of an endorsement agreement are outlined in Attachment 1 of this letter.)

Administrative Fee Sharing
ISBE will be reimbursed for its administrative, marketing and promotional efforts through a percentage (%) share of the Administrative Fee paid to U.S. Communities. ISBE will receive a quarterly base fee of 10% of the quarterly Administrative Fee received by U.S. Communities from the supplier contracts for K12 Schools within Illinois. Sponsors receive quarterly payments approximately 45 days after the end of each quarter. Additionally, ISBE is eligible for an annual bonus for performance ranging from 25% to 50% of the base fee depending upon the number of K12 Schools registered and actively using the contracts, as outlined on Attachment 1 of this letter.

Term of Arrangement
The term of this arrangement will commence on July 1, 2005 and will be in effect for a period of one year. The agreement will automatically renew each year for an additional year unless either party gives the other party written notice of intent not to renew at least 30 days in advance on the renewal date. Either party may terminate this arrangement at any time by giving the other party one hundred eighty (180) days written notice.

We believe this is a great opportunity to expand the use of these cost saving contracts among K12 Schools in Illinois, while at the same time providing a revenue source to offset ISBE's budget.

Sincerely,

Steve Swendiman, Co-General Manager

Noted and approved by:

Mr. Randy Dunn
Interim State Superintendent of Schools
Illinois State Board of Education

Dated: 06-10-05
Date: 06-21-05
June 10, 2005

Mr. Randy Dunn  
Interim State Superintendent of Schools  
Illinois State Board of Education  
100 W. Randolph St.  
Suite 14-300  
Chicago, IL 60601

Dear Randy:

RE: U.S. Communities Government Purchasing Alliance—Sponsorship Agreement Letter of Intent

We at U.S. Communities are very pleased about the decision of the Illinois State Board of Education ("ISBE") to partner with U.S. Communities in bringing cooperative purchasing to Illinois Schools. To summarize our understanding, ISBE intends to execute the form of U.S. Communities sponsorship agreement ("Sponsorship Agreement") attached to this letter; however the details of any potential cooperative arrangements with the Illinois Association of Schools Business Officials ("IASBO") in this matter have yet to be finalized. Any joint sponsorship relationship between ISBE and IASBO may have an impact on the sharing between them of responsibilities and financial incentives contained in the Sponsorship Agreement.

Additionally, the form of the attached Sponsorship Agreement has yet to be formally approved by the U.S. Communities board of directors. It is, however, expected that board approval will be received in the month of June, and that the Sponsorship Agreement will become effective July 1, 2005 (subject to any modifications that have to be made to reflect a cooperative relationship with IASBO).

As such, the signatures to this letter declare the intent of ISBE and U.S. Communities to enter into a sponsorship agreement, substantially in the form of the Sponsorship Agreement attached hereto. Effective immediately, and prior to execution of the Sponsorship Agreement, both ISBE and U.S. Communities will refer to ISBE as a formal sponsor of the U.S. Communities program, and will begin joint promotion of the program to K-12 schools in the state of Illinois.
This letter of intent will expire on the earlier of the date of formal execution of the Sponsorship Agreement or August 31, 2005. We look forward to a great relationship between ISBE and U.S. Communities in bringing procurement efficiencies and public benefit to Illinois schools.

Sincerely,

Steve Swendiman
Co-General Manager
U.S. Communities

Dated: 06/10/05

Noted and approved by:

Executive Director
Illinois State Board of Education

Dated: 6/21/05
STATE SPONSOR AGREEMENTS
2005 Modifications
and
Attachment 1

Introduction

When U.S. Communities was initiated in 1999 the Advisory Board and Board of Directors placed time limits on the state sponsor agreements. The purpose of creating an end date on the agreements was to allow for the creation of improvements to the program after several years of experience.

The program now has 69 state sponsors from county, city and school associations. Statistically, 27 state sponsors receive over $1,000 quarterly from the revenue sharing agreement. Sixteen of the sponsors receive over $250 quarterly from the revenue. Twenty-four of the sponsors receive anything from $200 per quarter to no revenue sharing.

The U.S. Communities staff and board have discussed ways to improve active marketing and more closely align state sponsors with the active use and participation of their affinity. The public benefit derived from the program increases directly as program sales volume and product savings grows. Now that the initial break-in period is complete, the challenge is to establish performance-based sponsorship agreements to achieve a minimum threshold of state sponsor affinity participation and use, and create added financial incentives for state sponsors to increase participation and use beyond these minimum thresholds.

The board of directors asked staff to present a plan in 2005 to accomplish this goal as a part of the state sponsor agreement renewal process.

Endorsement vs. Sponsorship

Many associations at the state level do not employ marketing staff. Consequently, it is difficult for these associations to fulfill the obligations of a sponsoring organization. This is reflected in the small number of participants or the small numbers of purchases on the program in that state. In response to this situation, beginning in 2005 each state sponsor will be asked to select whether they will be a full-fledged sponsor or an endorser. Endorsement essentially allows the U.S. Communities program and staff to use the name and mark of the association, have access to the association’s mailing list, and have a presence on the state association’s web site. No direct affinity marketing is expected of the organization. U.S. Communities staff will take responsibility for direct marketing efforts in that state on behalf of the association.

Sponsorship entails all the elements of endorsement as well as a commitment to meet minimum thresholds of affinity use and participation, and provide direct affinity marketing for the program which results in increased registration and participation beyond minimum thresholds. Direct marketing activities are determined by the association based upon their knowledge of their affinity and membership. In general, U.S. Communities desires to have at least 50% (herein “minimum threshold) of the sponsor’s affinity registered and actively using the program within two years. An agency is considered an active user when it purchases $5,000 or more in goods and services through the program during each contract year. However, since the numbers of members vary greatly from state sponsor to state sponsor, and since the total number of potential affinity members may not accurately reflect the state sponsor’s active affinity membership, the national
sponsor will work with the state sponsor to establish the appropriate active member number and the minimum threshold. This minimum threshold will be stated in the state sponsor agreement.

Revenue Sharing Changes

For the new category of Endorsement, revenue sharing will be 5% of the administrative fee paid by each supplier for sales within that association's state and affinity.

An association with an endorsement agreement may move to a sponsorship agreement at any time it feels capable of meeting the milestones for participation discussed above.

For Sponsorship agreements, the revenue sharing will be a base of 10% of the gross administrative fee paid by each supplier for sales within the association's state and affinity. This fee is identical to the present fee-sharing under the original contract. The original contract revenue share was 12.5% of a net administrative fee that first deducted 20% for administrative costs. The new 10% share is calculated on the gross administrative fees received. The agreement will provide that the sponsor agrees to commit the necessary time and marketing resources to achieve the minimum thresholds established in its agreement within 24 months of the commencement of the new sponsorship agreement. If the minimum threshold is not met, the sponsorship agreement will be converted to an endorsement agreement unless the sponsor requests an extension of time based on its commitment to achieve the minimum threshold within six months.

Additionally, when specific milestones beyond minimum thresholds are reached each contract year, a final reconciliation will be made and those associations will have the potential to earn a bonus of 25% to 50% of fees earned depending on the level of affinity participation and use achieved.

Incentive Benchmarks

At the end of each contract year (July 1-June 30) U.S. Communities will pay each state sponsor the following increases in fee sharing:

- An additional 1.5% of the administrative fee paid by each supplier for sales within the association's state and affinity when it has exceeded its minimum threshold by 50%.
- An additional 3.0% when it has exceeded its minimum threshold by 75%
- An additional 5.0% when it has exceeded its minimum threshold by 100%

These incentive fees will be paid for the first contract year and for two renewal years. At the end of the three-year period, the U.S. Communities board of directors will review the incentive system to determine whether modifications need to be made.

Endorsement Bonus

Every existing sponsor that elects to sign a new endorsement agreement (as opposed to electing sponsor status) will receive a one-time bonus of $500 at the time of signing. This payment will be made in two installments: $250 upon execution of the endorsement agreement and $250 when the web link has been activated on the endorsing association web site.