

MOMENTUM VENTURES, LLC
ON BEHALF OF
PARTICIPATING CHARTER SCHOOL
ASSOCIATIONS AND THEIR MEMBER
PUBLIC CHARTER SCHOOLS

REQUEST FOR PROPOSAL
MV-SS-002

For
SCHOOL FURNITURE

August 28th, 2012
Proposals are due September 21st at 5:00pm MST

Primary Contact:
Marco Rafanelli
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Introduction

Momentum Ventures, LLC (“MV”), acting as a group purchasing agent on behalf of participating charter school associations (“Participating Associations”) and their Members (“Buyers”) is soliciting proposals from qualified Vendors to enter into a master group purchasing agreement for School Furniture (“Products”). See below for the complete list of Participating Associations.

MV is acting as a group purchasing agent only and the awarded vendors(s) will deal directly with individual Buyers. Each Buyer will be solely responsible for its own purchases, orders, and conduct under this Agreement. *Buyer participation in the agreement is voluntary.*

Definitions

All capitalized terms in this Agreement not defined in this Section shall have the meanings set forth in the Sections or Exhibits of this Agreement in which they are defined.

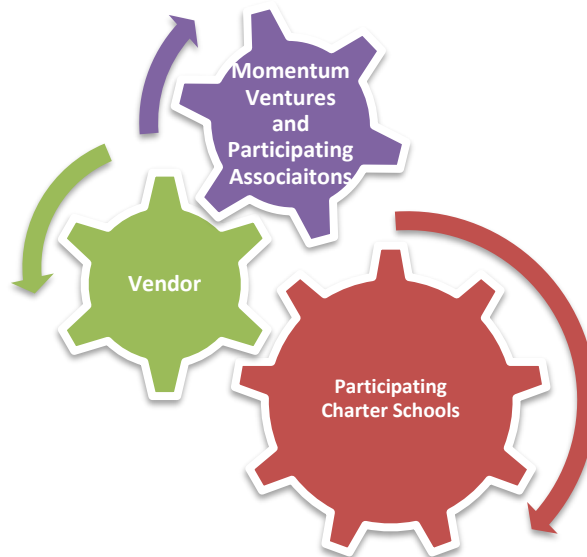
Throughout this RFP there are terms which are synonymous and interchangeable, such as "Vendor" or “Supplier” and “Contractor,” “Proposer” and “Bidder,” “Proposal” and “Bid,” and “Agreement” or “Master Agreement” and “Contract.”

Participating Associations: A charter school service organization/association or charter school purchasing organization that executes a participation addendum to the attached Agreement.

Buyer or Buyers: MV, MV Members and Participating Associations and their Members.

Member: Each legal entity identified by MV or Participating Associations that is a past, present or prospective member. Members are most typically public charter schools.

A Strategic Partnership



MV and Participating Associations will work extensively with the awarded vendor to create visibility and buy-in of the vendor's products and services. MV views the agreement as a strategic partnership that will create mutual benefit for all parties—Members, the Vendor, Participating Associations and MV.

MV and the Participating Associations will work alongside the awarded Vendor to craft and implement a customized contract implementation and management plan. MV will leverage its extensive experience and relationships across the national charter school market to create opportunities for market penetration and growth. At a minimum, and with assistance from MV, each Participating Association will provide the following benefits to awarded suppliers(s):

- Customized contract implementation, including print and email announcements, special announcement on their website and in any applicable publications to Members.
- Access to charter school market intelligence and in order to efficiently and effectively segment and target charter school buyers.
- Access to Member charter school buyers and top decision-makers.
- Space on MVs' and Participating Association websites that highlights the awarded company and the agreement terms and conditions.
- Opportunities for sponsorships, advertising and exhibit tables at Participating Association and MV events.
- Opportunities to publish and/or present educational material to Participating Association Members.
- Quarterly business review meetings with Participating Associations at the state level and with MV to review the national program

About Momentum Ventures, LLC

History

Momentum Ventures was founded in 2012 by the [Colorado League of Charter Schools](#) (the League), the country's oldest and most comprehensive charter support organization.

In 2008, the League created and launched a state-wide group purchasing program to its member schools that was a large success and grew quickly. The program caught the attention of charter support organizations in other states, and the League began offering access to its group purchasing contracts to other states. Since then the program has grown to include 26 state associations, thousands of member charter schools procuring millions of dollars of supplies and equipment.

In conjunction with those state association partners, the League determined there was a need for a national organization to build on their early successes that could provide group purchasing solutions and consulting services that would save charter support organizations time and resources, and ultimately provide national purchasing power and cost savings to the nation's charter schools. The result was the creation of Momentum Ventures.

Mission

Our mission is to reduce costs associated with providing a quality public education and provide resources and tools to inspire and maintain innovation and financial sustainability throughout the nation's charter school community.

About Charter Schools

Charter schools are free public schools of choice that have the ability to deliver tailored educational programs to meet the specific needs of the communities they serve. Their unique operational autonomy typically enables them to make supply-chain purchasing decisions based on their needs and priorities. As such, charter schools represent a unique market segment for product and service vendors that wish to expand their K-12 business. According to the [*National Alliance for Public Charter Schools*](#), in the 2011-2012 school year there were 5,611 charter school serving over 2 Million students. Charter schools are a rapidly growing segment of the K-12 public education market—in 2011 over 500 new schools opened their doors.

Participating Associations and their Member Buyers

MV is releasing this RFP on behalf of the following Participating Associations and their Members:

| Participating Associations | Number of Schools | Number of Students |
|---|--------------------------|---------------------------|
| California Charter Schools Association | 1000 | 412,000 |
| DC Association of Chartered Public Schools | 53 | 33,000 |
| Delaware Charter Schools Network | 22 | 10,322 |
| Florida Charter School Alliance | 620 | 199,000 |
| Georgia Charter Schools Association | 51 | 40,000 |
| Idaho Charter School Network | 43 | 18,000 |
| Indiana Public Charter Schools Association | 75 | 30,000 |
| Massachusetts Charter Public School Association | 68 | 30,000 |
| Michigan Association of Public School Academies | 270 | 110,000 |
| Minnesota Association of Charter Schools | 150 | 40,000 |
| Missouri Charter Public School Association | 44 | 19,000 |
| New Jersey Charter Schools Association | 86 | 31,000 |
| New Mexico Coalition for Charter Schools | 94 | 17,000 |
| Ohio Alliance for Public Charter Schools | 360 | 126,416 |
| Pennsylvania Coalition for Public Charter Schools | 167 | 110,000 |
| Public Charter School Alliance of South Carolina | 54 | 20,000 |
| Texas Charter School Association | 600 | 150,000 |
| Utah Association of Public Charter Schools | 85 | 45,000 |
| Wyoming Association of Public Charter Schools | 4 | 300 |
| TOTALS | 3,846 | 1,441,038 |

Note that numbers of members and students are approximate and subject to change

REQUEST FOR PROPOSAL

1. GENERAL INSTRUCTIONS

- 1.1.** Although a proposal response format has been provided, it is not intended to limit Supplier's innovative response to this RFP. Innovative ideas, new concepts, and alternative partnership arrangements falling outside the specifications of this RFP may be considered. For example, these might include unique business features, special services, discounts or terms and conditions unique to each Supplier. MV may accept an offer under this RFP that demonstrates such a significant change or improvement that it considers being a breakthrough advancement to the products, services or equipment being sought. Such proposals may be considered as providing added value/incentive.
- 1.2.** The purpose of this RFP is to identify vendors who offer the best value in each of the product categories listed. Proposers do NOT need to respond to each product section, and may submit a proposal for one or more sections. The purpose of this is to ensure that we are selecting the best possible partner for each category regardless of the breadth of their total catalog.
- 1.3. Questions and Clarification**
- 1.3.1. Any questions regarding this RFP must be directed via email to Marco Rafanelli at mrafanelli@momentum-v.com.
- 1.3.2. All questions must be received no later than the deadline for submission of the RFP.
- 1.3.3. Suppliers are expected to raise any questions, exceptions or concerns they have regarding the RFP. If Supplier discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in this RFP, the Supplier should immediately notify Marco Rafanelli via email of the deficiency and request modification or clarification of the RFP document.
- 1.3.4. Any questions and responses specific to the terms and conditions, process, procedures, language, specifications and other parts of the RFP may be made public and may be shared with other Suppliers in the form of an addendum to the RFP. Questions and responses that contain proprietary information will be answered confidentially.
- 1.3.5. Questions and answers will be provided via e-mail or if needed, posted on the MV web site.

2. RFP TIMELINE

| | |
|---|-------------------------|
| Date of issue: | 08/28/12 |
| Q&A Period : | 8/28 -9/21 |
| Proposals Due: | 09/21/12 |
| Proposer Meetings: | 9/24/12-10/05/12 |
| Finalists re-submit (if necessary) | 10/05/12 |
| Award Decision/Execution | 10/12/12 |

MV reserves the right to alter any of the above dates as needed

3. PROPOSAL SUBMISSION

3.1. One hardcopy original and an electronic copy of the proposal (on CD-ROM or via email) are due by the close of business MST by the date stated in RFP TIMELINE section (section 2). Submissions must be sent to the attention of Marco Rafanelli

3.2. Submissions must include the proposal completed in its entirety, and all related attachments and supplemental information must be submitted in a comprehensive and well organized manner.

4. RFP OBJECTIVES

The following outlines the primary objectives of this RFP:

4.1. Provide Buyers with School and Office Furniture at cost effective pricing that recognizes the aggregate purchasing volume of all participant Buyers.

4.2. Establish the best overall value and lowest total cost of ownership available to participating Members.

4.3. Reduce Participating Association, Buyer and Vendor administrative costs through a central bid process that eliminates the need for multiple bids and responses.

5. MULTIPLE AWARDS

5.1. MV may make multiple awards if the value of including more than one supplier to the membership exceeds the value of a sole source award.

6. DEFINITION OF PRODUCTS

6.1. School Furniture: A complete catalog of school furniture, products and accessories available from the supplier including*

6.1.1. Classroom student desks, student chairs, stacking chairs and dollies or trucks to support stacking chairs, multiple and single use seating, beam and platform seating, including Computer tables.

6.1.2. Classroom-specific furniture systems and workstation clusters, demountable walls and partitions, freestanding acoustical panels and accessories, floor to ceiling partitions, vertical surface attachment panels and accessories, acoustical wall treatments, work surfaces, workstations, computer furniture and accessories, display and communication boards, wall stations and accessories.

6.1.3. Special furniture including cafeteria furniture (both folding and non-folding), science classroom and laboratory furniture including fume hoods, vocational furniture including shop and other vocational areas.

6.1.4. Office furniture including private office furnishings, open area workstations, task and conference seating, storage, conference room furnishings, and ancillary furnishings.

NOTE: The purpose of this RFP is to identify vendors who offer the best value in each of the product categories listed. **Respondents do NOT need to respond to each product section, and may submit a proposal for one or more sections. For instance, a company may respond to the special furniture section alone. The purpose of this is to ensure that we are selecting the best possible partner for each category regardless of the breadth of their total catalog.*

7. MARKET OPPORTUNITY AND ESTIMATED VOLUME

7.1. MV anticipates significant Member purchases to be recorded against the resulting Agreement(s). At the time of release 19 Participating Associations representing 3,846 eligible Members have agreed to participate in the agreement pending the satisfactory outcome of this RFP. This represents approximately 70% of the total national charter school market. MV expects a substantial opportunity for growth (in terms of Member purchases) with competitively awarded Agreement(s) in these markets.

7.2. Based on market knowledge and MV's group purchasing experience in other product categories MV anticipates the annual sales volume of this School Furniture Agreement to exceed \$2,000,000 in the first year, with potential for substantial increases in subsequent years.

8. MOMENTUM VENTURES ADMINISTRATIVE FEES

MV and Participating Associations will work closely the awarded supplier to develop strategies to encourage contract sales growth and market penetration. The Administrative Fee will be shared paid to MV will be shared with Participating Associations as per the terms of the Participation Addendum Agreement (see Attachment A).

8.1. Awarded Vendor(s) are required to pay an administrative fee of 4% of the aggregate Net Sales of all Buyers' pursuant to the terms of the Group Purchasing Agreement.

8.2. Awarded Vendor(s) are required to pay an additional pooled volume rebate based on Aggregate Net Sales of all Buyers pursuant to the terms of the Group Purchasing Agreement.

9. MINIMUM QUALIFICATIONS

Each Proposer must meet the following minimum qualifications to participate in this proposal:

- Is able to provide sales and service to Buyers nationwide.
- Can demonstrate the ability to both market and service their services/products nationwide.

- A demonstrated commitment to the K-12 market. Proposers must have at least three (3) years' experience selling the Products to the K-12 market within the last five (5) years.
- Is able to offer a wide array of products and services at prices lower than what they would ordinarily offer to a larger school district or regional cooperative bid.

10. OPTION TO REJECT PROPOSALS

MV may, in its sole and absolute discretion, reject any or all proposals submitted in response to this RFP. MV shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal.

11. BASIS OF AWARD AND AWARD RULES

11.1. Proposals will be evaluated by MV in accordance with our contracting process rules. A Partner Council of Participating Association executives will be called upon to assist in proposal evaluation and to validate the award decision. Finalists will be asked to make oral presentations to MV and the committee and/or further clarify their written proposals.

MV and Participating Associations have identified the following criteria as critical to the award decision:

- Pricing and terms that provide for increased discounts and lower overall cost
- Added value/incentives and services
- Breadth and quality of products/services
- Ability to effectively market and support the terms of the agreement
- Service, support, product warranty and maintenance
- Order placement/delivery/installation
- Supplier's qualifications, references, experience and past performance
- On-Line capabilities, including electronic ordering, e-commerce, procurement cards, billing and access to Supplier's electronic catalogs

11.2. MV expects all proposals to reflect the Proposer's best value and does not plan to negotiate further with the Proposers. However, MV reserves the right to negotiate further with the Proposers. The content of the RFP and the successful Vendor's proposal(s) will become an integral part of the Group Purchasing Agreement, but may be modified by the provisions of the Group Purchasing Agreement.

11.3. By submission of proposals pursuant to this RFP, Vendors acknowledge that they are amenable to the inclusion in a contract of any information provided either in response to this RFP or subsequently during the selection process.

11.4. A proposal in response to an RFP is an offer to contract with MV and Participating Associations based upon the terms, conditions, and scope of work and specifications contained in the RFP and attached Group Purchasing Agreement.

11.5. Evaluation criteria

Momentum Ventures RFP MV-SS-002

MV will use an overall scoring system with a total possible score of 100 points. MV reserves the right to assign any number of point awards or penalties it considers warranted.

| Criteria | RFP Section | Points (out of 100) |
|--|--------------------|----------------------------|
| General Company Information (section 12) | 12 | 5 |
| Experience (Section 13) | 13 | 20 |
| Ordering and Distribution (section 14) | 14 | 5 |
| Sales and Marketing (section 15) | 15 | 25 |
| Partnership Strength (section 16) | 16 | 10 |
| Pricing (section 17) | 17 | 25 |
| Presentation and overall quality of proposal (fit) | N/A | 10 |

REQUEST FOR PROPOSAL –REQUIREMENTS

SUBMISSION FORMAT

Provide answers to the following questions in MS Word or similar format. Number your answers so that each numbered section below has a corresponding answer. We suggest you use subsequent numbered questions as a form, with your answers written in below each question. Each question that reflects value to members (pricing, customer service, references, etc.) will be given a corresponding score when we evaluate the proposals. Blank answers will be given a score of zero, so please explain why you cannot answer the question instead of leaving a question blank.

SUBMISSIONS THAT DO NOT FOLLOW THIS FORMAT WILL BE CONSIDERED INCOMPLETE.

12. GENERAL COMPANY INFORMATION

- 12.1. Company name
- 12.2. Company address
- 12.3. Company phone number
- 12.4. Company website address
- 12.5. Stock symbol (if publicly traded) and exchange
- 12.6. Primary contact name and title, phone number, email address, and fax number
- 12.7. Brief description of your company including date of incorporation and geographic range (national, international, etc.)
- 12.8. Number of years you have been selling the products under consideration to the K-12 market
- 12.9. Indicate your approximate national K-12 market share
- 12.10. Provide your company's total annual revenue for 2010 and 2011
- 12.11. Please indicate if you currently have other group purchasing agreements in place. If so, please list those pertinent to the K-12 public education market and include the contract term.
- 12.12. Are you a woman-owned or minority business?

13. EXPERIENCE: EXISTING CHARTER SCHOOL BUSINESS AND REFERENCES

- 13.1. Provide a list of your current public charter school customers in all Participating Association states: CA, DC, DE, FL, GA, ID, IN, MA, MI, MN, MO, NJ, NM, OH, PA, SC, TX, UT, WY.
- 13.2. Provide a report in Excel showing the existing sales dollar volume for the products and services under consideration with current public charter school customers in all Participating Association states.
- 13.3. If possible, provide multiple references from any of the Participating Associations or from charter schools, and include the following information:
 - Participating Association or School Name

- Contact Name and title
- Address
- Phone numbers
- Dates serviced
- Number of facilities serviced and services or products provided by annual dollar volume.

14. ORDERING AND DISTRIBUTION

- 14.1.** Internet/E-Commerce Site: describe your firm's capabilities and functionality of your on-line catalog/ordering website. Please indicate if the website can and will include the following features; contract specific products and prices, technical specifications, implementation of a hosted or punch out e-catalog on a variety of platforms, quoting capability, online ordering, shipment, tracking and payment.
- 14.2.** Describe how your company proposes to nationally distribute Products outlined in this RFP through your distribution system.
- 14.3.** Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
- 14.4.** State your products delivery time and any options and associated costs for expedited delivery, desktop delivery, and returns.
- 14.5.** If applicable, describe your company's electronic customer services platform (web-based or otherwise) and any associated options and costs
- 14.6.** Describe your backorder policy

15. SALES AND MARKETING

- 15.1.** MV is seeking the ability to serve all current and potential Participating Associations and their Members nationwide. The Proposer must demonstrate the ability to both market and service their services/products nationwide. Please demonstrate your sales and service force contains sufficient people in sufficient proximities, to receive the knowledge, opportunity, and reward in order to make a personal commitment to serving Participating Associations and their Members.
- 15.2.** The Proposer must exhibit the willingness and ability to develop marketing materials and activities such as:
- 15.2.1. Printed Marketing Materials. Proposer agrees to initially produce and thereafter maintain full color print advertisements in electronic format including company logos, identifying the Vendor, the Vendor's general utility for charter school Members, and contact information to be used by MV, Participating Associations and Members in a full page, half page, and quarter page formats. These

advertisements will be used in the MV and Participating Association catalogs and publications.

15.2.2. Advertisements. Proposer will identify a marketing plan identifying their anticipated contract announcements, advertisements in Participating Association periodicals, or other direct or indirect marketing activities.

15.2.3. Proposer's Website. Proposer will identify how an Awarded Contract will be displayed on the Proposer's website. An on-line shopping experience for Members is desired when applicable and will be viewed as a value-added attribute to a Proposer's response.

15.2.4. Trade Shows. Proposer will outline their proposed involvement in the promotion of a Contract resulting from RFP through trade shows. Vendors are encouraged to identify tradeshow, and other appropriate venues, for the promotion of any such Contract. Vendors are strongly encouraged to participate in cooperation with MV and Participating Associations at the following trade shows:

- The National Alliance for Public Charter Schools' Annual Conference
- Participating Association Annual Conferences

15.3. Submit a complete Marketing Plan on how you would help MV and Participating Associations implement this contract to current and prospective Members. MV requires the Vendor actively promote the Contract in cooperation with MV and Participating Associations. Vendors are advised to consider marketing efforts in the areas of 1) Creating state-level implementation plans in conjunction with MV and each Participating Association 2) Sales team and sales training programs involving both Vendor sales management and MV and Participating Association staff.

15.4. Identify the appropriate levels of sales management whom will need to understand the value of, and the internal procedures necessary to deliver this Contract opportunity to MV, Participating Associations and Members through your sales force.

15.5. Please describe your sales and account management structure—are representatives responsible for both new business and existing business retention or do you divide those functions?

15.5.1. Identify whether your sales force are employees or independent contractors.

15.6. Identify your plan for delivering training on the implementation of this Agreement to your sales force.

15.6.1. MV is prepared to provide personnel in your location for sales training and/or on a webinar or webcast where sufficient efficiencies can be shown in reaching the

appropriate groups within your employee base, and sufficient numbers of personnel trained. To this end,

- 15.6.2. Will you have your sales force gathered at national or regional events in the near future?
- 15.6.3. Does your sales force have the ability to participate in webinar or webcast events?

15.7. Customer Service

- 15.7.1. Outline your process for customer service requests and conflict resolution.
- 15.7.2. Indicate your service response time policy.
- 15.7.3. Explain any warranty programs.
- 15.7.4. Provide your company-wide customer retention rate.

16. PARTNERSHIP STRENGTH—VALUE ADDED SERVICES AND KEY DIFFERENTIATING FEATURES

- 16.1. Differentiation -- what key factors differentiate your company from your competitors?
- 16.2. Describe any “value added” programs or services that will improve the membership’s ability to conduct business with you. *Strong proposals will include free or discounted value-added products/services to enhance the value of this offering beyond discounted pricing. Examples might include budgeting tools, design services, etc.*
- 16.3. Provide information on suggested practices that will make cost of doing business with your company more cost-effective or efficient.

17. PRICING

FORMAT

NOTE: Your response should include pricing for but not be limited to the listed products and services. Proposers are encouraged to display creativity by including other services that are related or that you believe would be of benefit to Members. Including value add services or options will enhance the value of your response. Proposals shall clearly state the cost of additional offerings.

17.1. Product Categories

- 17.1.1. Indicate which product categories you are responding to. Proposers will respond to each numbered item by checking the appropriate “BID” or “NO BID” box.

| CATEGORY | BID | NO BID |
|---|-----|--------|
| 17.1.2. Classroom student desks, student chairs, stacking chairs and dollies or trucks to support stacking chairs, multiple and single use seating, beam and platform seating, including Computer tables. | | |

| | | |
|--|--|--|
| <p>17.1.3. Classroom-specific furniture systems and workstation clusters, demountable walls and partitions, freestanding acoustical panels and accessories, floor to ceiling partitions, vertical surface attachment panels and accessories, acoustical wall treatments, work surfaces, workstations, computer furniture and accessories, display and communication boards, wall stations and accessories.</p> | | |
| <p>17.1.4. Special furniture including cafeteria furniture (both folding and non-folding), science classroom and laboratory furniture including fume hoods, vocational furniture including shop and other vocational areas.</p> | | |
| <p>17.1.5. Office furniture including private office furnishings, open area workstations, task and conference seating, storage, conference room furnishings, and ancillary furnishings.</p> | | |

17.2. Pricing

Proposers may submit pricing by line-item and/or as a percentage discount from their catalog.

17.2.1. Line Item Pricing

Proposer shall provide a price and discount schedule for all products in the product category/ies they respond to. A percentage of the manufacturer’s price list is preferred. Installation cost, if any, may be itemized and priced per unit, or quantity. Installation cost includes removal and disposal of packing materials. Catalog must be the regular, commonly available catalog distributed to schools. Include a copy of the catalog from which the discount is calculated. Proposers may prepare their own schedules. However, all price schedules shall follow the format and provide the information listed below. Additional pricing and/or discounts may be included. Electronic price lists must clearly be identified/labeled by including the vendor name, name of the bid and date. Electronic price lists shall be in Microsoft Excel and shall allow for sorting fields in the fields below:

- Manufacturer
- Manufacturer Stock or Part Number
- Vendor Part Number (if different)
- Product Description (size)
- Dated List Price*
- Percentage discount from List Price
- Final MV Price

**For the purposes of your proposal, The “List Price” shall be the price charged to an average government/education buyer absent reductions for cooperative or volume purchasing agreements.*

If multiple manufacturers and/or product lines are offered, provide a price schedule for each manufacturer and/or product line offered.

17.2.2. Percentage Discount From Catalog

Proposers following this pricing format must propose prices in the form of discount(s) off catalog prices. Pricing must be taken from the most current catalog distributed to schools. Discounts may be offered using any of the following methods:

- Standard discount off of the entire catalog
- Discounts that vary by well-defined categories
- Any shipping charges or additional fees must be clearly identified.

17.2.3. Core List: Proposer may elect to provide a “CORE LIST” of 50-200 deeply discounted products (as anticipated and defined by Proposer to meet or exceed Member charter school needs) as a separate and named spreadsheet. Include the same fields as included in the standard line-item pricing proposal above (17.2.1)

17.2.3.1. Core List pricing may also be used to discount and liquidate close-out and discontinued products as long as those close-out and discontinued items are clearly labeled as such.

17.2.3.2. Core List pricing is allowed to change at the discretion of the Vendor within the definition of Core List pricing. The Vendor is responsible to maintain current Core List pricing with MV.

17.2.4. Additional Discounts: If additional discounts are given based on dollar volume, size of order, or other criteria, state your formula for arriving at these discounts.

17.2.5. Provide a price schedule for any services offered. The preferred services price schedule will include price list date and number, your standard or list price, percent of discount offered to Members.

17.2.6. New School Pricing: Strong proposals will offer deeper discounts to new schools and free planning and budgeting services. In this section, propose additional discounts and/or an exclusive value-added offering for new schools to be applied for the four-months-prior-to and two-months-after school opening. New schools are a key market segment, and can drive significant sales volume. This agreement will provide your company the opportunity to build a customer relationship with new schools from the ground-up.

17.2.7. Compare the proposed pricing and terms to large school districts, public agencies and other cooperative group purchasing organizations. Please indicate if the proposed pricing and overall value is worse than, equal to (approximately) or better than these types of customers.

18. TERMS AND CONDITIONS – MASTER AGREEMENT

Included below is a Pro Forma Agreement between MV and the awarded vendor. **Proposers are advised to carefully read the Agreement and each of its specific provisions, and to indicate, with the submission of their proposal, any exceptions or proposed changes.** Please make changes to the agreement by enabling the “track changes” feature.

Submissions that do not include a revised or signed copy of the agreement will be considered incomplete

**MOMENTUM VENTURES, LLC GROUP PURCHASING AGREEMENT
MV-SS-002**

Effective Date: *[TBD Upon Award]*
Expiration Date: *[TBD Upon Award]*
Agent's Name: MOMENTUM VENTURES, LLC

In consideration for the mutual promises and covenants contained herein, Momentum Ventures, LLC (“MV”), acting as group purchasing agent for charter school support organizations and their member institutions (“Members”), and **[INSERT LEGAL NAME OF VENDOR]**, (“Vendor”) hereby enter into this agreement (the “Agreement”), as *[INSERT EFFECTIVE DATE]* (the “Effective Date”), for the supply of products as provided herein.

MOMENTUM VENTURES, LLC

[INSERT LEGAL NAME OF VENDOR]

By its authorized agent:

By its authorized agent:

(Signature)

(Signature)

Name: Marco Rafanelli

Name: _____

Title: Chief Executive Officer

Title: _____

Date: _____

Date: _____

Address for Notices:

725 S. Broadway
Ste. 7
Denver, CO 80209
ATTN: Marco Rafanelli
Telephone: 303 989 5356
Facsimile: 303 984 9345
Email: mrafanelli@momentum-v.com

Address for Notices:

ATTN:
Telephone:
Facsimile:
Email:

with a copy to:

with a copy to:

RECITALS

WHEREAS, Vendor is in the business of selling products related to School Furniture (collectively, the “Products”);

WHEREAS, MV wishes to enter into an agreement and establish a program by which Participating Associations and their Members may purchase such Products from Vendor; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1.0 DEFINITIONS.

All capitalized terms in this Agreement not defined in this Section shall have the meanings set forth in the Sections or Exhibits of this Agreement in which they are defined.

All capitalized terms in this Agreement not defined in this Section shall have the meanings set forth in the Sections or Exhibits of this Agreement in which they are defined.

1.1 Annual Period. *[Insert effective day and month minus one day] to [Insert effective day and month]* during each year this Agreement is effective.

1.2 Buyer or Buyers. MV, MV Members and Participating Associations and their Members

1.3 E-Commerce Platform. The non-public e-commerce platform hosted by Vendor that is used by Buyer to view Products and to place its purchase order.

1.4 Administrative Fee. Any incentives for which MV and/or Participating Associations and/or each Buyer qualifies and which are payable by Vendor to MV and/or each Participating Association and/or each Buyer as

set forth in Attachment B (“Supplemental Provisions”) attached hereto.

1.5 Member. Each legal entity identified by Participating Associations that is a past, present or prospective member and identified on the list of Members attached hereto as Attachment C and which may be amended from time to time (“Members List”).

1.6 Net Sales. The gross sales price of the Product, less shipping costs (including freight charges and insurance), taxes, duties, any rebates actually paid, discounts and allowances actually taken, rejections and returns to the extent credit is given or paid.

1.7 Party. Vendor, MV and Participating Associations except where otherwise set forth in this Agreement.

1.9 Participating Association. A charter school service organization/association or charter school purchasing organization that executes a participation addendum to this Agreement.

2.0 ELIGIBLE BUYERS

Members of any Participating Association may purchase Products under this Agreement upon execution of a participation addendum to this Agreement by Member’s Association, (the “Participation Addendum”) in the same or substantially similar form of the participation addendum set forth as Attachment A attached hereto and incorporated herein by this reference. Vendor must seek approval from MV before any prospective Participating Association is permitted to execute the participation addendum. Upon execution of a Participation Addendum by an Association, the Association and its Members, shall each become a Buyer under this Agreement and shall be granted the rights and obligations herein. Notwithstanding the foregoing, Vendor reserves the right to reject any Participating Association’s Members that fail to satisfy Vendor’s credit requirements.

3.0 PRICING; VENDOR AGREEMENT

3.1 Vendor agrees that each Buyer shall be able to purchase the products at the pricing set forth in Attachment B and shall be eligible for rebates, preferential pricing and payment terms in accordance with the supplemental provisions in Attachment B attached hereto and incorporated herein by this reference.

3.2 In the event the initial Term of this Agreement is extended pursuant to Section 5 below, the parties agree to amend this Agreement to specify any modifications that shall be effective during a renewal term including negotiated new prices and discounts and set forth in the Agreement including the Attachment B.

3.3 In the event of a Product price decrease, Vendor shall pass through the entire cost decrease to each Buyer by promptly adjusting the price of the Product(s). In the event of increase, Vendor may request to pass through Vendor's cost increase to the each Buyer by adjusting the price of the corresponding Product(s). Any increases shall be subject to Vendor providing MV and Participating Associations with suitable documentation of the price increase that Vendor receives from its manufacturer(s). Vendor shall provide MV and each Participating Association with not less than 30 days' notice of any such requested manufacturer's price increase. These requests will be evaluated by MV based on the best interests of MV, Participating Associations and their Members.

3.4 Vendor agrees that MV contract pricing, terms and conditions in this Agreement will supersede any pre-existing agreement Vendor may have with a Buyer that contains less favorable pricing or terms and conditions than Agreement any Member of a Participating Association desires to avail itself of the benefits of this Agreement. In that case, the Member may, at its option and without liability, terminate any such existing contract(s) or other arrangement(s)

with Vendor for the purpose of participating in the group purchasing arrangement set forth in this Agreement.

4.0 GROUP PURCHASING AGENT ONLY

4.1 Vendor acknowledges that MV is acting only as a group purchasing agent in connection with this Agreement, and agrees that MV shall not incur any liability or obligation to the Vendor arising out of or relating to any obligation to pay for Products delivered to each Buyer. It being understood that each Buyer will be solely responsible for its own purchases, orders, and conduct under this Agreement.

5.0 TERM

5.1 The term of this Agreement (the "Term") shall be for a period of two (2) years commencing on the Effective Date and ending on *[Insert Date]* ("Expiration Date"), and may be extended upon the mutual written agreement of Vendor and MV.

6.0 ADMINISTRATIVE FEE

6.1 Vendor agrees to pay MV an amount equal to 4% of the aggregate Net Sales of all Buyers' during the Term of this Agreement (the "Administrative Fee"). Vendor will submit to MV a quarterly report of all business transacted pursuant to this Agreement for the applicable period. All Administrative Fees and reports are to be submitted no later than thirty (30) days following the last day of the quarter for which the report is being submitted. All revenue from Buyers' Net Sales made by Vendor, for all Products referenced in this Agreement will be included in the calculation of the Administrative Fee. Vendor's obligation to pay the Administrative Fee shall continue after the expiration or termination of this Agreement until the expiration or termination of all Participation Addendums. Each remittance of the MV shall be sent by check, made payable to Momentum Ventures, LLC, 725 S Broadway Denver, CO 80209.

6.2 Additional Pooling Volume Rebate. Vendor agrees to pay MV an additional pooled volume rebate based on Aggregate Net Sales of all Buyers according to the tiers below. For example, if the Aggregate Net Sales of all Buyers equals \$4,000,000, vendor agrees to pay MV an additional .25% of the aggregate Net Sales of all Buyers'. This rebate will be paid during each Annual Period, to be paid within thirty (30) calendar days after the end of each Annual Period for the duration of this Agreement, calculated as follows:

| <u>Annual Net Sales</u> | <u>Volume Rebate</u> |
|------------------------------|----------------------|
| \$3,000,000 - \$5,000,000.99 | .25% |
| \$5,000,001 - \$7,000,000.99 | .5% |
| \$7,000,001 - \$9,000,000.99 | .75% |
| \$9,000,001 - + | 1% |

7.0 AUDIT

7.1 Vendor will maintain full, true and accurate books and records containing information that may be necessary for the purpose of showing the fees payable to MV. Such records shall be open at all reasonable times, for a period of two years following the end of the calendar quarter to which they pertain, for inspection by MV or an independent certified public accountant mutually agreeable to the parties in order to verify the statements of Vendor and the Administrative Fees which have been remitted to MV. The costs of any audit shall be paid by MV unless the audit shows that there is a deficiency by more than 5% of the amount actually due as payment of the Administrative Fees for any quarter or any period audited, and in such event, Vendor agrees to reimburse MV for the full costs of the audit. Any information obtained as a result of any such inspection shall be maintained in confidence by such accountant and by MV and shall be disclosed only to such extent as may be required in order for MV to enforce its rights to receive Administrative Fees as provided in this Agreement.

8.0 MAINTAINING SUFFICIENT RESOURCES

8.1 Vendor agrees to maintain sufficient inventory to cover the estimated requirements of MV, Participating Associations and their Members. In the event that a Product is back ordered or shipment is delayed for any reason, Buyer will be notified of such delay and Vendor shall use commercially reasonable efforts to deliver the delayed Product as promptly as commercially practicable. Vendor will treat any such delayed order as active unless Buyer contacts Vendor and provides other instructions.

9.0 DELIVERY

9.1 *[INPUT NEGOTIATED DELIVERY TERMS BASED ON OUTCOME OF RFP].*

10.0 RETURNS.

10.1 *[INPUT NEGOTIATED RETURNS TERMS BASED ON OUTCOME OF RFP].*

11.0 PRICE DECREASES TO MEMBERS

11.1 The Vendor agrees that, if it provides Products to any Buyer of a Participating Association at lower prices than are being provided to other Buyers of the same Participating Association then these lower prices shall be extended to the other Buyers of the same Participating Association effective as of the time they were applicable to a Buyer receiving lower prices.

12.0 BUYER PAYMENT TERMS

12.1 Each Buyer shall be invoiced by weekly summary billing in accordance with each Buyer's payable system requirements.

12.2 Each Buyer will remit all invoice payments on its Product purchases to Vendor in thirty (30) days from receipt of invoice, unless otherwise agreed to in writing by the Parties. In

the event a Buyer fails to comply in any material respect with the foregoing payment terms, Vendor may, at its sole discretion and in addition to any other right or remedy available under applicable law or in equity, immediately suspend all deliveries to such Buyer's location(s) by written notice to such Buyer.

12.3 If a Buyer is exempt from paying taxes on its purchases from Vendor, each Buyer shall provide Vendor with a valid certificate of exemption, as prescribed and defined by applicable state law.

13.0 TERMINATION

13.1 Either Party has the right to terminate this Agreement without cause at any time upon sixty (60) days prior written notice to the other Party without penalty.

13.2 If a Party fails to comply in any material respect with any of the covenants, agreements or conditions in the Agreement and such failure continues for thirty (30) calendar days after written notification from the non-breaching Party, the non-breaching Party may, at its sole discretion and in addition to any other right or remedy available under applicable law or in equity, terminate the Agreement upon an additional ten (10) calendar days' prior written notice to the breaching Party. Notwithstanding the foregoing, if Party breaches its confidentiality obligations, the non-breaching Party may, at its sole discretion, terminate the Agreement without notice.

13.3 Either Party may immediately terminate the Agreement by written notice to the other and may regard the other Party as in default of the Agreement, if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise. In the event that any of the above

events occurs, that Party shall immediately notify the other of its occurrence.

13.4 In the event of a termination by a Party or upon cancellation or expiration of the Agreement, each Buyer agrees to promptly pay all amounts owed to Vendor. Following termination, Vendor (a) will pay MV the applicable earned Administrative Fees, if any, minus any monies owed to Vendor as of the expiration date, and (b) reserves the right to withhold shipment of any and all products until all past due invoices owed to Vendor by Buyer(s) have been paid.

14.0 CONFIDENTIAL INFORMATION

14.1 Each Party (the "Disclosing Party") may disclose information to the other Parties (the "Receiving Party") in confidence the terms of this Agreement and all other non-public information and know-how of a Disclosing Party or acquired by the Receiving Party including without limitation, pricing and sales information and customer names pursuant to or in connection with this Agreement which is either designated as proprietary and/or confidential or by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"); provided however, that MV and Participating Associations may disclose the terms and conditions of this Agreement, including, but not limited to, the pricing terms, to their Members or prospective Members. Notwithstanding any other provision of this Agreement to the contrary, MV and Participating Associations shall have the right to disclose pricing and other terms of this Agreement to their attorneys, accountants, and other third parties retained by MV or Participating Associations, respectively (collectively "Consultants") provided any such Consultants agree to the same level of confidentiality as contained in this Agreement. Vendor agrees that it shall not enter into any agreement with any Participating Associations that is contrary to the foregoing, and agrees that this provision shall supersede any inconsistent provision or agreement between Vendor and Participating Associations with respect to the pricing and other terms of this Agreement. Each

Party agrees to use commercially reasonable efforts to protect Confidential Information of the other Parties, and in any event, to take precautions at least as great as those taken to protect its own confidential information of a similar nature. The foregoing restrictions shall not apply to any information that: (a) was known by the Receiving Party prior to disclosure thereof by the other Party; (b) was in or entered the public domain through no fault of the Receiving Party; (c) is disclosed to the Receiving Party by a third party legally entitled to make such disclosure without violation of any obligation of confidentiality; (d) is required to be disclosed by applicable laws or regulations (but in such event, only to the extent required to be disclosed); or (e) is independently developed by the Receiving Party without reference to any Confidential Information of the other Party. Promptly upon request of the other Party, or in any event upon any termination or expiration of this Agreement, each Party shall return to the other all materials, in any medium, which contain, embody, reflect or reference all or any part of any Confidential Information of the other Party. Each Party acknowledges that breach of this provision by it would result in irreparable harm to the other Parties, for which money damages would be an insufficient remedy, and therefore that the other Parties shall be entitled to seek injunctive relief to enforce the provisions of this Section.

15.0 COMPLIANCE WITH LAWS.

15.1 Each Party agrees that this Agreement and all actions taken pursuant to it are intended to comply with all relevant federal, state and local laws, rules and regulations. Each Party agrees to take all necessary actions to ensure compliance with such laws, rules and regulations, including without limitation, that it will keep current all necessary permits and licenses, make any required disclosures regarding administrative fees, discounts, and/or permissible remuneration and shall make all records available to relevant government agencies, as required.

15.2 Vendor represents and warrants that as of the date of this Agreement, Vendor has not: (i) been listed by any federal or state agency as excluded, debarred, suspended or otherwise

ineligible to participate in federal and/or state programs; or (ii) been convicted of any crime relating to any federal and/or state program. Vendor further agrees to immediately notify MV in writing in the event Vendor is listed by a federal or state agency as excluded, debarred, suspended or otherwise ineligible to participate in any federal and/or state programs or if Vendor is convicted of any crime relating to any such program.

16.0 MV'S AND VENDOR'S INTEGRITY AND REPUTATION

16.1 Should Vendor or any employee, director, officer, principal, owner, or agent of Vendor engage in any illegal, unethical or morally objectionable conduct or should there be reasonable cause to suspect that the said Vendor, contractor or an employee thereof, has engaged in any illegal, unethical or morally objectionable conduct that could be interpreted by MV to be detrimental to the reputation or integrity of MV and/or any of its affiliates, subsidiaries or members, Vendor shall be deemed to be in breach of this Agreement and if such breach is not cured in accordance with Section 13 (a) MV may terminate this Agreement in its sole discretion. Should MV or any employee, director, officer, principal, owner, or agent of MV engage in any illegal, unethical or morally objectionable conduct or should there be reasonable cause to suspect that MV, contractor or an employee thereof, has engaged in any illegal, unethical or morally objectionable conduct that could be interpreted by Vendor to be detrimental to the reputation or integrity of Vendor and/or any of its affiliates, subsidiaries or members, MV shall be deemed to be in breach of this Agreement and if such breach is not cured in accordance with Section 13 (a), Vendor may terminate this Agreement in its sole discretion.

17.0 ADDITIONAL PROTECTIONS

17.1 Nothing in this Agreement shall negate or otherwise affect any provisions of an agreement between the Vendor and a Buyer that provides said Member with additional protection from potential liabilities that may arise from or

relate to any potential transaction under this Agreement

18.0 NEW PRODUCTS AND SERVICES.

18.1 MV intends to preserve Buyers' pricing and other terms established through this Agreement from any erosion due to the introduction of new Products or industry wide price decreases resulting from product maturation or heightened efficiencies. Therefore, Vendor agrees to provide all emerging products to Buyers at terms and conditions equal to or better than the terms of this Agreement including, but not limited to pricing structure, but not limited to pricing structure, discounts from list prices, basis of current list prices, payment terms, shipping and any implied and/or express warranties/guarantees.

19.0 INDEMNIFICATION.

19.1 Vendor will indemnify, defend and hold harmless MV and its affiliated corporations and organizations, Participating Associations, and all personnel directly or indirectly connected with these organizations, including officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, damages, costs and expenses, including reasonable legal fees and other costs of defense, that arise from or relate to third party claims or suits against any Indemnified Party to the extent directly or indirectly caused by Vendor's negligent acts or omissions, willful misconduct or fraud in connection with the Agreement that cause or contribute to (i) any personal injury or death, (ii) any damage to or destruction of tangible property or any loss of use resulting there from, (iii) any violation of any statute, ordinance or regulation, (iv) any breach of any warranty, representation, or agreement made by Vendor under the Agreement, and/or (v) infringement of any patent, copyright, trademark, trade secret or other intellectual property rights of a third party (collectively, an "Indemnifiable Claim"). Each Indemnified Party agrees to give Vendor prompt written notice of any third party claim (provided,

however, that such notice shall not be a condition to Vendor's indemnity obligations hereunder unless Vendor is materially and adversely affected by a Indemnified Party's failure or delay in giving such notice), and a Indemnified Party will allow Vendor to control the defense of such third party claim as long as Vendor acts promptly and reasonably. Each Indemnified Party will reasonably cooperate with Vendor in the defense of such claim. Any settlement by Vendor must be approved by the applicable Indemnified Party, with such approval not to be unreasonably withheld if the applicable Indemnified Party receives a complete release of any such Indemnifiable Claim. Further, notwithstanding anything herein stated, each Indemnified Party shall at all times have the right to fully participate in such defense at its own expense directly or through counsel; provided, however, if representation of both parties by the same counsel would be inappropriate under applicable standards of professional conduct and either party obtains a written legal opinion to such effect, then the reasonable expense of separate counsel for the applicable Indemnified Party shall be paid by Vendor.

20.0 UPDATED VENDOR INFORMATION

20.1 If at any time during the term of this Agreement MV so requests, Vendor will provide MV with reasonable information regarding Vendor's operations, officers, directors and agents and other relevant information, provided that such information shall be treated as Confidential Information in accordance with Section 14 of the Agreement and MV agrees to provide Vendor with an explanation of MV's need for such information.

21.0 INSURANCE

21.1 Vendor agrees to maintain, as its sole expense and in the form of a commercial insurance plan or contribution to a state fund if applicable, insurance adequate to meet its obligations hereunder, including without limitation, coverage for worker's compensation and disability, and automobile (if applicable),

comprehensive general liability and products liability and coverage, each in the amount of at least \$1,000,000 per occurrence and \$5,000,000 in the aggregate per annum and each of which shall name MV as an additional insured. If the Vendor is able to demonstrate a net worth of at least \$100,000,000, a self-insurance plan is acceptable. Vendor shall provide MV with said certificate of insurance providing evidence that the foregoing has been met. Vendor will maintain such coverage for a period sufficient to cover all claims and potential claims that may arise in relation to this Agreement and Vendor's issuing insurer shall endeavor to provide MV at least 30 days written notice prior to cancellation, non-renewal or material change in any of said policies if Vendor does not obtain replacement insurance providing comparable coverage prior to the change in coverage or if any change in Vendor's coverage would result in a period of time for which Vendor would not be insured as described herein. Vendor will provide documentation of required insurance to MV and if requested by MV will provide additional information regarding its insurance coverage. The minimum amounts of insurance required shall not be construed to create a limit of Vendors' liability with respect to indemnification hereunder.

22.0 LIMITATION OF LIABILITY

22.1 Notwithstanding any provision herein to the contrary, no Party nor its officers, directors, employees or affiliates shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, business interruption, loss of data or cost of cover, even if such Party alleged to be liable has knowledge of the possibility of such damages, and each Party's aggregate liability under the Agreement shall not exceed the total amount of consideration paid to a Party under the Agreement; provided, however, that the limitations set forth in this section shall not apply to or in any way limit liabilities arising from a Party's gross negligence or willful misconduct, or from the indemnification or confidentiality obligations of a Party hereunder.

23.0 FORCE MAJEURE

23.1 The obligations of each Party to perform under this Agreement will be excused during each period of delay caused by acts of God, civil commotion, storm, fire, riots, strikes, legal moratorium, act of terrorism, war, revolution or action by government or by shortages of power or materials which are beyond the reasonable control of the Party obligated to perform ("Force Majeure Event"). Government actions resulting from matters that are subject to the control of Vendor shall not be deemed Force Majeure Events. In the event that either Party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, such Party shall: (a) immediately notify the other Party in writing of such Force Majeure Event and its expected duration; (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. In the event that any Force Majeure Event delays a Party's performance for more than thirty (30) days following notice by such Party pursuant to this Agreement, the other Party may terminate this Agreement immediately upon written notice to such Party.

24.0 ASSIGNMENT

24.1 No Party may assign its rights or responsibilities hereunder to any third-party without the prior written consent of the other, except that this Agreement may be assigned by MV, Participating Association or Vendor to any affiliate, or to any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of its assets. Additionally, Vendor agrees that no subcontracting of the Products to be provided under this Agreement will be allowed without the express written consent of MV. The foregoing shall not apply to subcontracting of Vendor's delivery obligations.

25.0 HEADINGS

25.1 The headings and captions contained in this Agreement are for convenience only and shall not affect the meaning or interpretation of this Agreement or of any of its terms or provisions.

26.0 NOTICE

26.1 All notices, requests, consents and other communications hereunder shall be in writing, addressed to the receiving Party's address as set forth below or to such other address as a Party may designate by notice hereunder, and either (i) delivered by hand, (ii) made by facsimile transmission, (iii) sent by overnight courier, or (iv) sent by registered or certified mail, return receipt requested, postage prepaid.

If to MV:

Momentum Ventures, LLC
ATTN: Marco Rafanelli
725 S. Broadway
Ste 7
Denver, CO 80209

If to Vendor:

[INSERT LEGAL NAME AND ADDRESS OF VENDOR],

All notices, requests, consents and other communications hereunder shall be deemed to have been given either (i) if by hand, at the time of the delivery thereof to the receiving Party at the address of such Party set forth above, (ii) if made by facsimile transmission, at the time that receipt thereof has been acknowledged by electronic confirmation or otherwise, (iii) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, or (iv) if sent by registered or certified mail, on the 5th business day following the day such mailing is made.

28.0 ENTIRE AGREEMENT

28.1 This Agreement shall constitute the entire agreement between the parties and shall supersede all prior written or oral agreements, arrangements or understanding between the parties. Any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the state of Colorado without regard to the laws of conflicts, and shall be adjudicated in a forum located in Denver, Colorado. This Agreement shall take effect upon the signature of

duly authorized representatives of MV at MV's principal place of business in Denver, Colorado and Vendor and shall be deemed to have been entered into in the state of Colorado.

ATTACHMENT A

FORM OF PARTICIPATION ADDENDUM AGREEMENT

This Participation Addendum (“Participation Addendum”) is executed by [*INSERT LEGAL NAME OF ASSOCIATION*], a [*INSERT TYPE OF ENTITY AND JURISDICTION OF FORMATION/ORGANIZATION*] (the “Participating Association”) as of _____, ____ (the “Effective Date”) _.

RECITALS

A. Vendor and MV are parties to a certain Group Purchasing Agreement dated as of [*INSERT EFFECTIVE DATE*], (the “Group Purchasing Agreement” and together with this Participation Addendum, the (“Agreement”) to establish a School Furniture program for state charter school associations (“Association”) and their Members.

B. The Association wishes to become a Party to the Agreement, and the Agreement requires each Association execute and deliver this Participation Addendum in order to become a Participating Association under the Agreement.

NOW THEREFORE, in consideration of the Vendor’s agreement, as provided in the Agreement, to accept the Association as a Participating Association and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participating Association and Vendor hereby agree as follows:

1. Terms capitalized and not otherwise defined herein shall be defined as they are defined in the Group Purchasing Agreement.
2. The Participating Association shall become a Party under the Group Purchasing Agreement and its Members shall become “Buyer(s)” for all purposes, effective from the date hereof. Without limiting the generality of the foregoing, the Participating Association agrees to perform the obligations of a Party under the Agreement, and to be bound in all respects by the terms of, the Agreement, to the same extent and with the same force and effect as if the Participating Association were a direct signatory thereto.
3. The Participating Association, warrants and covenants to the Vendor that: (a) its execution, delivery, and performance of the Agreement shall not constitute: (i) a violation of any judgment, order, or decree; (ii) a material default under any material contract by which it or any of its material assets are bound; or (iii) an event that would, with notice or lapse of time or both, constitute such a default;(b) it has all requisite power and authority to enter into the Group Purchasing Agreement and to carry out the transactions contemplated by the Group Purchasing Agreement without the consent of any other party.
4. FEE SHARING REBATE: MV agrees to pay each Participating Association a fee rebate based on their Members’ Net Sales as a percentage of the combined sales of the national program. For example, if a Participating Association’s Members spend \$100,000 in a quarter and the combined aggregate sales of all buyers in the quarter are \$1,000,000, that Participating Association would receive 75% of the total

administrative fee paid by Vendor to MV in that quarter based on that Participating Association's Member sales. All fee sharing rebates and reports are to be submitted no later than thirty (15) days following MV's receipt of the corresponding Administrative Fees from the Vendor, calculated as follows:

| Quarterly Participating Association Member Sales as % of Quarterly Aggregate sales | Participating Association Fee Sharing Rebate as a % of the total fee paid by Vendor to MV |
|---|--|
| ≥ 10% | 75% |
| ≥5% | 50% |
| <5% | 25% |

5. NOTICES. All notices, requests, consents and other communications hereunder shall be in writing, addressed to the receiving Party's address as set forth below or to such other address as a Party may designate by notice hereunder, and either (i) delivered by hand, (ii) made by facsimile transmission, (iii) sent by overnight courier, or (iv) sent by registered or certified mail, return receipt requested, postage prepaid.

If to Participating Association:

[Insert Name]

[Insert Attn]

[Insert address]

With a copy to: Momentum Ventures, LLC

ATTN: Marco Rafanelli

725 S Broadway

Ste. 7

Denver, CO 80209

If to Vendor:

[INSERT LEGAL NAME AND ADDRESS OF VENDOR],

All notices, requests, consents and other communications hereunder shall be deemed to have been given either (i) if by hand, at the time of the delivery thereof to the receiving Party at the address of such Party set forth above, (ii) if made by facsimile transmission, at the time that receipt thereof has been acknowledged by electronic confirmation or otherwise, (iii) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, or (iv) if sent by registered or certified mail, on the 5th business day following the day such mailing is made.

6. In the event of conflict between this Participation Addendum and the Group Purchasing Agreement, the terms and conditions of the Group Purchasing Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Participation Addendum as of the Effective Date.

[Insert Participating Association]

***[INSERT LEGAL NAME
OF VENDOR]***

By: _____
Name:
Title:

By: _____
Name:
Title:

Attachment B

SUPPLEMENTAL PROVISIONS

This Attachment B is attached to, and made a part of, the MOMENTUM VENTURES, LLC GROUP PURCHASING AGREEMENT (“MVA”) between **Momentum Ventures, LLC** (“MV”) and *[INSERT AWARDED VENDOR NAME]* (“Vendor”). This Attachment B is made effective as of *[Insert Effective Date]* (“Effective Date”). All capitalized terms used herein shall have the meaning assigned to them in the MVA, unless otherwise defined herein.

Explanation of benefits. This Agreement is designed to offer Participating Associations and their Members deeply discounted pricing without sacrificing product flexibility at the Buyer level. Individual Buyers will benefit from pricing that is based on the aggregate sales volume achieved by all Participating Associations and their Members nationwide. This Agreement covers Vendor’s entire catalog of School Furniture. In addition, each Participating Association will be eligible to take advantage of all volume based incentives detailed in the Agreement. Buyers will work with their Vendor representative to build a tailored program that is best aligned with their purchasing needs. These customized programs will be built upon the following general program guidelines:

THE FOLLOWING SECTION WILL BE COMPLETED BASED ON WINNING VENDOR’S PROPOSAL

- 1. Participating Association Core Item List.***
- 2. Non-Core Items with a Percentage Discount.***
- 3. Other Discounts.***
- 4. Savings Incentives for New Schools.***