



CORETRUST®



NOTICE TO RESPONDENT

Best Value Solicitation

Issued by:

**TOWN OF GREECE** for

**PAVEMENT MANAGEMENT SOFTWARE AND SERVICES**

**SUBMITTAL DEADLINE: 3:00 p.m., March 17, 2025**

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## GENERAL CONTRACT DOCUMENTS AND INFORMATION

The following sets forth the contract documents contained in this suite of documents as applicable to CoreTrust, Lead Agency, Supplier, and the applicable participating agency.

DOCUMENT	TITLE	PARTIES	PURPOSE
APPENDIX A			
Section A*	Participating Agency Requirements	Participating Agency, Lead Agency, and Supplier	These Sections provide the Participating Agencies and Lead Agency's respective statutory and regulatory requirements with which the Supplier must comply.  *Sections A and B may be modified as necessary to meet an individual participating public entity's statutory and regulatory requirements.
Section B*	Lead Agency Requirements		
Section C	Federal Contract Terms and Conditions		
Section D	New Jersey Business Compliance		
Section E	State Notice Addendum		
APPENDIX B			
Section F	Background & Scope	Lead Agency, Supplier, and CoreTrust	These Sections provide the solicitation purpose(s), general scope, submission requirements, and evaluation and award information.
Section G	Submission Protocol; Evaluation; Award		
Section H	Requirements for National Cooperative Contract		
Section I	Form of Master Agreement	Lead Agency and Supplier	The Master Agreement defines: (i) the relationship between Lead Agency and Supplier; and (ii) the terms and pricing of Supplier's products and/or services offered to Participating Agencies.
Section K	Form of Administration Agreement	Supplier and CoreTrust	The Administration Agreement defines the roles and obligations of CoreTrust and Supplier regarding marketing and selling CoreTrust's cooperative purchasing program to Participating Agencies.
Section L	Form of Master Intergovernmental Cooperative Purchasing Agreement	Lead Agency and CoreTrust	The Master Intergovernmental Cooperative Purchasing Agreement allows Lead Agency's Participating Agencies to acquire Supplier's products and/or services through CoreTrust's cooperative purchasing program.
Section M	Lead Public Agency Certificate	Lead Agency, Supplier, and CoreTrust	The Lead Public Agency Certificate is the Lead Agency's agreement to adhere to the terms of the Master Intergovernmental Cooperative Purchasing Agreement (MICPA)
Section N	Technical Proposal		Sections N and O are designated for the Supplier's use when developing their technical and cost proposals.
Section O	Cost Proposal		

## **ORDERS OF PRECEDENCE**

This contract is composed of the documents set forth in the Table of Contents. For purposes of this Solicitation, conflicts among these documents shall be resolved in the following order of precedence:

This contract is composed of the documents set forth in the Table of Contents. For purposes of this solicitation, conflicts among these documents shall be resolved in the following order of precedence:

1. Section F – Background & Scope
2. Section G – Submission Protocol; Evaluation; Award
3. Section A – Participating Agency Requirements
4. Section B – Lead Agency Requirements
5. Section C – Federal Contract Terms and Conditions
6. Section D – New Jersey Business Compliance
7. Section E – State Notice Addendum
8. Section K – Form of Administration Agreement
9. Section L – Form of Master Intergovernmental Cooperative Purchasing Agreement
10. Section I – Form of Master Agreement
11. Section N – Technical Proposal
12. Section O – Cost Proposal
13. Section H – Requirements for National Cooperative Contract
14. Section J – Master Agreement Acceptance Form
15. Section M – Lead Public Agency Certificate

For purposes of the awarded contract, conflicts among these documents shall be resolved in the following order of precedence:

1. Section A – Participating Agency Requirements
2. Section B – Lead Agency Requirements
3. Section C – Federal Contract Terms and Conditions
4. Section D – New Jersey Business Compliance
5. Section E – State Notice Addendum
6. Section F – Background & Scope
7. Section K – Administration Agreement
8. Section L – Master Intergovernmental Cooperative Purchasing Agreement
9. Section I – Master Agreement
10. Section N – Technical Proposal
11. Section O – Cost Proposal



**APPENDIX A – REQUIREMENTS**

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**SECTION A – PARTICIPATING AGENCY REQUIREMENTS**

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**SECTION B – LEAD AGENCY REQUIREMENTS**  
**STANDARD CLAUSES FOR TOWN OF GREECE CONTRACTS**

For purposes of the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”), the contractor agrees to be bound by the following clauses which are hereby made a part of the contract. (the word “Contractor” herein refers to any party other than the Town of Greece (the word “Town” herein refers to the Town of Greece).

**1. SERVICES.** The Contractor shall perform the Services set forth in Attachment "A" ("Scope of Work") in compliance with the specifications and standards set forth in Attachment "A". The Town shall have the right to order, in writing, changes in the scope of the work or under the Services to be performed with any applicable version of the compensation paid hereunder agreed upon by the Town and the Contractor. Any adjustment to fees, rate schedules, or schedule of performance can only be adjusted pursuant to written agreement between the parties

**2. TERM OF AGREEMENT.** This agreement shall be for the term set forth herein, unless sooner terminated pursuant to the terms hereof.

**3. NON-ASSIGNMENT CLAUSE.** This contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Town and any attempts to assign the contract without the Town's written consent are null and void.

**4. FEES.** The Town shall pay the Contractor the fees set forth in Attachment "B", in accordance with the terms and conditions of this agreement. The Contractor represents that such fees do not exceed the Contractor's customary current price schedule. The Town shall pay all applicable taxes; excepting, however, the federal excise tax and all state and local sales and property taxes from which the Town is exempt. Payment shall be made by the Town's Accounts Payable Office upon submittal of invoice(s) approved by the Comptroller, or designee, at the Town Office

**5. EXPENSES.** The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this agreement. If permits, governmental approvals or licensing is required to perform the services provided, the contract or agrees to apply for and obtain, at their cost and expenses such permits, approvals, or licenses.

**6. WARRANTIES.** The Contractor warrants and represents that it is specially trained, qualified, duly licensed, experienced, and competent to provide the services or to perform the scope of work. The Contractor warrants that Services (and any goods in connection therewith) furnished hereunder will conform to the requirements of this agreement (including all descriptions, specifications and drawings made a part hereof) and in the case of goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the Town, free from defects in design. The Town's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty. All warranties, including special warranties specified elsewhere herein, shall inure to the Town, its successors, assigns, and users of the goods or services.

**7. NON-DISCRIMINATION REQUIREMENTS.** To the extent required New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with New York State Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract Contractor understand and has been advised that contractor is subject to fines for any violation of the Labor Law as well as possible termination of this contract and forfeiture of all moneys due hereunder for violations of the Labor Law. Not intending to limit the foregoing, the Contractor hereby certifies that in performing work or providing services for the Town, there shall be no discrimination in its hiring, employment practices, or operation because of sex, race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, or sexual orientation, except as provided for by law. Contractor shall comply with applicable federal and New York anti-discrimination laws, including but not limited to, the New York Fair Employment and Housing Act. The Contractor agrees

to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this agreement.

**8. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. The Contractor agrees to provide payroll wage certifications upon submittal of each invoice for services performed. Failure to provide such certifications will result in delay of payment or non-payment by the Town. Also in accordance with New York State Labor Law section 220, the successful bidder must submit certified payroll transcripts. Said transcripts will be kept on file at the Greece Town Hall for no less than three years following the contract completion. Contractors are required to deliver subscribed and sworn payroll transcripts to the Town within 1 week after issuance of payroll. The transcript shall be accompanied by a statement under penalties of perjury signed by the Contractor indicating that the payrolls are accurate and complete, that the wage rates contained therein are not less than those determined by the New York State Department of Labor, and that the classifications set forth for each employee conform with the work he performed.

**9. NON-COLLUSIVE BIDDING CERTIFICATION.** Contractor affirms, under penalty of perjury, that its bid and or quote was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Town a non-collusive bidding certification on Contractor's behalf. Contractor further states under penalty of perjury, that to the best of knowledge and belief:

- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- b. Unless otherwise required by law, the prices which have been quoted in this bid or quote have not been knowingly disclosed by the bidder and will not knowingly be disclosed prior to the opening, directly or indirectly, to any other bidder or to any competitor.
- c. No attempt has been or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**10. TERMINATION OF AGREEMENT.** This agreement may be terminated by the Town by providing 30 days' prior written notice to the Contractor or immediately upon breach of this agreement by the Contractor.

**11. DOCUMENTATION.** As applicable, the Contractor agrees to provide to the Town, at no charge, a sufficient number of nonproprietary manuals and other printed materials, as used in connection with the Services, and updated versions thereof, which are necessary or useful to the Town in its use of the Services provided hereunder.

**12. RIGHTS IN DATA.** All technical communications and records originated or prepared by the Contractor pursuant to this agreement including papers, reports, charts, computer programs, and other documentation, but not including the Contractor's administrative communications and records relating to this agreement shall be delivered to and shall become the exclusive property of the Town and may be copyrighted by the Town. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this agreement by the Contractor or jointly by the Contractor and the Town can be used by either party in any way it may deem appropriate. All inventions, discoveries or improvements of the computer programs developed pursuant to this agreement shall be the property of the Town. During the term of this agreement, certain information which the Town deems confidential ("Confidential Information") might be disclosed to the Contractor. The Contractor agrees not to divulge, duplicate or use any Confidential Information obtained by the Contractor during the Contractor's engagement. Such Confidential Information may include, but is not limited to, employee information, computer programs, and data in the Town's written records or stored on the Town's computer systems.

**13. SET-OFF RIGHTS.** The Town shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the Town's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the Town with regard to this contract, any other contract with any other Town department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the Town for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The Town shall exercise its set-off rights in accordance with normal Town practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the Director of Finance,



**14. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and six (6) additional years thereafter. The Director of Finance of the Town and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the Monroe County, for the purposes of inspection, auditing and copying. The Town shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform The Town Clerk, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Town's right to discovery in any pending or future litigation.

**15. CONTRACTOR ACCOUNTING RECORDS.** Records of the Contractor's directly employed personnel, other consultants and reimbursable expenses pertaining to the work and records of account between the Town and the Contractor shall be maintained on an accounting basis acceptable to the Town and shall be available for examination by the Town or its authorized representative(s) during regular business hours within one (1) week following a request by the Town to examine such records. Failure by the Contractor to permit such examination within one (1) week of a request shall permit the Town to withhold all further payments until such examination is completed unless an extension of time for examination is authorized by the Town in writing.

**16. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. FEDERAL EMPLOYER IDENTIFICATION NUMBER AND/OR FEDERAL SOCIAL SECURITY NUMBER.** The contractor agrees to file an IRS form W-9 with the town prior to the commencement of the contract. Failure to supply such form is a condition precedent to the payment by the Town of any sums owed pursuant to this contract. All invoices or Town of Greece standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the Department of Finance of the Town must include the payee's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Town of Greece standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

**17. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Attachment "A", the terms of this Attachment "A" shall control.

**18. NON-APPROPRIATION OF FUNDS.** The Town of Greece intends to remit to the contractor all payments and other amounts for the full term provided the funds are legally available. In the event this contract is not granted an appropriation of funds at any time during the term of this contract and there is no other legal procedure or available funds by or with which payment can be made to contractor, and the non-appropriation did not result from an act or omission by the contractor, the Town of Greece may terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to the contract or of the Town of Greece, except as to the portion of the Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, the Town Supervisor, Director of Finance or Town Attorney shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by the Town of Greece, and (c) the Town of Greece you have exhausted all funds legally available to pay Payments. If the Town of Greece terminates this Agreement because of a non-appropriation of funds, the Town may not enter in a contract during the subsequent fiscal period, which contract performs the same functions as, or functions taking the place of, those performed by the contract terminated by the Town, provided however, these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Agreement. The Town of Greece shall not terminate this Agreement in order to acquire services or equipment or to allocate funds directly or indirectly, that perform essentially the same function for which the original contract was intended.

If the term of this agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the Town. If funds to affect such continued purpose are not appropriated or available as determined in good faith by the Town, this agreement shall automatically terminate and the Town shall be relieved of any further obligation.



**19. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Local Finance Law to the extent required by law. Interest will not be charged unless payment is not received 60 days after the Town received the invoice and all required paperwork is complete and in compliance with this agreement.

**20. ADVANCES.** The Town will not advance any retainer for goods and/or services unless the parties mutually agree.

**21. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York, County of Monroe.

**22. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the Town's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the Town in writing, of each and every change of address to which service of process can be made. Service by the Town to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**23. WAIVER OF DAMAGES; INDEMNITY.** The Contractor hereby waives and releases the Town from any claims the Contractor may have at any time arising out of or relating in any way to this agreement, except to the extent caused by the Town's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the Town be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the Town has been advised in advance of the possibility of such damages. This shall constitute the Town's sole liability to the Contractor and the Contractor's exclusive remedies against the Town. Except for the sole negligence or willful misconduct of the Town the Contractor shall indemnify, hold harmless and defend the Town and its Town Board, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from this agreement. Without limiting the foregoing, the Contractor shall indemnify and hold harmless the Town, and its Town Board, officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys' fees, costs, and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, service mark, or trade name, furnished or used in connection with this agreement. The Contractor, at its own expense, shall defend any action brought against the Town to the extent that such action is based upon a claim that the goods or software supplied by the Contractor or the operation of such goods infringes a patent, trademark, or copyright or violates a trade secret. The contractor hereby agrees to defend, indemnify and save harmless the Town against any and all liabilities, loss, damage, detriment, suit, claim, demand, cost, charge, attorney's fees and expenses of whatever kind or nature which the Town may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the carrying out of any of the provisions or requirements of this contract, where such loss or expense is incurred directly or indirectly by the Town, its employees or agents, as a result of the negligent act or omission, breach or fault of the contractor, its agents, employees or contractors. If a claim or action is made or brought against the Town and for which the contractor may be responsible hereunder in whole or in part, then the contractor shall be notified and shall be required to handle or pay for the handling of the portion of the claim for which the contractor is responsible as a result of this section.

**24. INSURANCE REQUIREMENTS.**

The insurance requirements for all contractors of the Town are as follows. Not all may apply to this contract; refer to the Town contact person for clarification:

The Contractor shall procure and maintain at his own expense until final completion of the work or services covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Contractor or by his subcontractors. **The Town of Greece must be named as Certificate Holder and Additional Insured on all policies.**

Within ten (10) days after notice of award, the Contractor shall furnish to the Town evidence of insurance in a form satisfactory to the Town Attorney showing that he has complied with all insurance requirements set forth herein, such evidence shall provide that the policies shall not be changed or cancelled until thirty (30) days written notice has been given to the Town. **Please note, a certificate of insurance alone is not sufficient as proof of the Town covered as Certificate Holder and an Additional Insured. A policy endorsement from the Contractor's carrier is required.** Except for Worker's Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations

performed in connection with the Contract resulting from this bid solicitation. The kinds and amounts of insurance are as follows:

**A. WORKER'S COMPENSATION AND DISABILITY INSURANCE.** A policy covering the operations of the Contractor in accordance with the provisions of New York State Worker's Compensation Law, covering all operations under Contract, whether performed by him or by his subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Worker's Compensation Law known as the Disability Benefits Law (chapter 600 of the Laws of 1949) and amendments hereto. This contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as required to be covered by the provisions of the Workers' Compensation Law.

**B. GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE.**

**(1) CONTRACTOR'S LIABILITY INSURANCE** issued to the Contractor and covering the liability for damages imposed by law upon the Contractor with respect to all work performed by him under the within Contract. All of the following coverage shall be included:

- Comprehensive Form
- Premises-Operations
- Products/Completed Operations
- Contractual Insurance covering the Hold Harmless Provision
- Broad Form Property Damage
- Independent Contractors
- Personal Injury

**(2) CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE** issued to the Contractor and covering the liability for damages imposed by law upon the said Contractor for the acts or neglect of each of his subcontractors with respect to all work performed by said subcontractors under the agreement. The contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in New York State such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and from which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the work performed.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.
3. Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Contractor's employees.
4. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly, related to employment of such person by the Contractor or by another person.
5. Claims for damages, other than to the work itself because of injury to or destruction of tangible property, including loss of use resulting there from.
6. Claims for damages because of bodily injury, death or property damage arising out of ownership, maintenance or use of a motor vehicle.
7. Claims involving contractual liability insurance applicable to the Contractor's obligations contained herein.

**(3) OWNER'S PROTECTIVE LIABILITY INSURANCE** issued to the Contractor and the Town of Greece, which covers the liability for damages imposed by law on the Town with respect to all work performed by the Town Contractor and his subcontractors under the agreement resulting from this bid offering.

**C. MOTOR VEHICLE INSURANCE** issued to the Contractor and covering public liability and property damage on the Contractor's vehicles in the amount listed below.

**D. PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS.** The contractor shall procure at its own expense professional liability insurance for services to be performed pursuant to this agreement, insuring the contractor against malpractice or errors and omissions of the contractor.

The insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment. Unless otherwise specifically required by special specifications, each policy shall have limits as found in the attached matrix.

**25. SEVERABILITY.** The Contractor and the Town agree that if any part, term, or provision of this agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this agreement are severable.

**26. NOTICE.** Any notice required to be given pursuant to the terms of this agreement shall be in writing and served personally or by deposit in the United States mail, postage and fees fully prepaid, addressed to the applicable address set forth above. Service of any such notice if given personally shall be deemed complete upon delivery and, if made by mail, shall be deemed complete on the earlier of the day of actual receipt or the expiration of two (2) business days after the date of mailing.

**27. CONFLICTS OF INTEREST.** The Contractor agrees not to accept any employment or representation during the term of this agreement which is or may likely make the Contractor "financially interested" in any decision made by the Town on any matter in connection with which the Contractor has been retained pursuant to this agreement.

**28. REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS.**

A. If this agreement is funded by the Town, in whole or in part, from revenues received from the Federal Government, then the following additional provisions shall apply. It shall be the Contractor's responsibility to ascertain if Federal funds are involved.

B. Contractor, and any subcontractors at any tier, shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."

C. No contract, or any subcontract at any tier, shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold (currently \$100,000) shall provide the required certification regarding its exclusion status and that of its principal employees.

**29. REGULATIONS.** In addition to the above, and per Federal and State Regulations, the successful bidder must meet all Federal and State regulations regarding all New York State Department of Labor and OSHA safety regulations and standards. If applicable, New York State Department of Labor prevailing wage rates must be followed under this contract. Pursuant to the provision of Section 220-A of the New York State Labor Law, as amended, the Contractor (and his Sub-Contractors) will be obligated to pay all workers in the covered classes the applicable prevailing wage rates and supplements. The minimum hourly wage rate to be paid the various classes of labor performing work under this contract shall be in accordance with schedules that have been established, or may hereafter be established or increased, by the New York State Department of Labor during the contract term. Wage schedules are in effect from July 1 through June 30, but may be amended throughout the period. It is the responsibility of the Contractor to pay per the current wage schedule. Please visit the New York State Department of Labor website at [www.labor.state.ny.us](http://www.labor.state.ny.us) for updated schedules.

**30. RELATIONSHIP OF PARTIES.** With regard to performance hereunder, the Contractor is an independent contractor and not an officer, agent, partner, joint venturer, or employee of the Town. The Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees is in any manner agents or employees of the Town.

**31. TOWN REPRESENTATIVE.** The contact person set forth above or his or her designee shall represent the Town in the implementation of this agreement.



**32. GOVERNING LAW.** This agreement shall be deemed to have been executed and delivered within the State of New York, and the rights and obligations of the parties hereunder, and any action arising from or relating to this agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of New York or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this agreement shall be brought in the County of Monroe, State of New York, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

**33. EQUAL OPPORTUNITY EMPLOYER.** The Contractor, in the execution of this agreement, certifies that it is an equal employment opportunity employer.

**34. ATTORNEYS' FEES AND COSTS.** If either party shall bring any action or proceeding against the other party arising from or relating to this agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

**35. BOARD AUTHORIZATION.** The effectiveness of this agreement is expressly conditioned upon ratification by the Town Board of the Town of Greece.

**36. AMENDMENTS.** This agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This agreement may be amended only in a writing signed by both parties.

### INSURANCE MATRIX

CATEGORY	General Liability	Professional Liability (Errors & Omissions)	Work Comp & Disability	Vehicle Liability	Owner's Protective Liability	Contractor's Protective Liability
<b>Professional Services</b>	<b>x</b>	<b>x</b>	<b>x</b>			
Services provided by Engineers, Architects, Financial Consultants, Legal Consultants - typically requires an advanced degree.						
<b>Service Contracts</b>	<b>x</b>		<b>x</b>	<b>x</b>		
Non-professional services provided by contractors. If building repairs, Article-8 applies. If building services, Article-9 applies.						
<b>Construction</b>	<b>x</b>		<b>x</b>	<b>x</b>	<b>x</b>	<b>x</b>
Building and infrastructure construction or repair, Article 8 applies.						
<b>Organized Leagues</b>	<b>x</b>					

#### **Standard Insurance Coverage (Contracts up to \$1,000,000):**

Bodily Injury			Per			
Each Person	\$1,000,000		Chapter 41	\$1,000,000	\$1,000,000	\$1,000,000
Each Occurrence	\$1,000,000		of	\$1,000,000	\$1,000,000	\$1,000,000
Property Damage			Workers'			
Each accident	\$1,000,000		Compensation	\$1,000,000	\$1,000,000	\$1,000,000
Aggregate	\$3,000,000		Law	\$1,000,000	\$3,000,000	\$3,000,000
Service Performed		\$1,000,000				
<b>Work with a value in excess of \$1,000,000 shall have \$3,000,000/\$5,000,000 for General Liability/Property Damage.</b>						

#### **Construction projects up to \$5,000; Service contracts up to \$20,000:**

Bodily Injury			Per			
Each Person	\$500,000		Chapter 41	\$500,000	\$500,000	\$500,000
Each Occurrence	\$500,000		of	\$500,000	\$500,000	\$500,000
Property Damage			Workers'			
Each accident	\$500,000		Compensation	\$500,000	\$500,000	\$500,000
Aggregate	\$1,000,000		Law	\$500,000	\$1,000,000	\$1,000,000
Service Performed		\$500,000				

#### **Service contracts up to \$5,000:**

Bodily Injury			Per			
Each Person	\$250,000		Chapter 41	\$250,000		
Each Occurrence	\$500,000		of	\$500,000		
Property Damage			Workers'			
Each accident	\$250,000		Compensation	\$250,000		
Aggregate	\$500,000		Law	\$500,000		

#### **Acceptable Forms**

General Liability	Town shall be listed as "Additional Insured", and the additional insured endorsement is to be provided along with the Certificate of Insurance.
Worker's Compensation Disability Benefits	WC/DB100; revised C-105.2 (9/07); U-26.3; SI-12; GSI 105.2. WC/DB100; DB-120.1; DB-155.



# TOWN OF GREECE

## PROPOSAL OR BID FOR PERFORMANCE OF MUNICIPAL CONTRACT

TO THE TOWN BOARD OF THE TOWN OF GREECE, MONROE COUNTY, NEW YORK:

The undersigned, desiring to interpose a bid for work to be rendered and/or materials to be furnished in connection with the purchase of:

### **PAVEMENT MANAGEMENT SOFTWARE AND SERVICES**

do accept all the terms, conditions and agreements contained and set forth in the Notice to Bidders dated \_\_\_\_\_, \_\_\_\_\_, and do certify, agree and propose as follows:

The undersigned declare that the only persons interested in this proposal (or contract) as principals are as stated; that the proposal is in all respects made without collusion or fraud; that no person is directly or indirectly interested therein that they (he) have (has) carefully examined the (location of the proposed work, the annexed proposed form of contract and the plans and) specifications therein referred to; and hereby propose and agree that if this proposal is accepted, that they (he) will contract with the Town of Greece in the materials (supply all necessary machinery, tools and apparatus) and do all of the work specified in the contract in the manner and time herein specified and to take in full payment therefore the following prices, to wit:

The undersigned agree to complete the (work/deliver) within \_\_\_\_\_ days. The full names and residences of all persons and parties interested in the foregoing bids and principals are as follows:

Dated: \_\_\_\_\_, New York, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_



# TOWN OF GREECE

## NON-COLLUSIVE BIDDERS CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this bid have been arrived at independently, without collusion, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder, or with any competitor; and
2. Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder, or with any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
4. The foregoing is a true and correct copy of the resolution adopted by \_\_\_\_\_ Corporation at a meeting of its Board of Directors held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

### SEAL

I hereby affirm under the penalties of perjury that the foregoing statement is true.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name





# TOWN OF GREECE

## INSURANCE STATEMENT

Bidder agrees as follows (please mark appropriate box):

Insurance Certificates (Liability, Disability, Workers Comp) as requested are attached.....[   ]

I certify that I can supply insurance as specified if awarded the bid.....[   ]

Failure to provide specified insurance in the format required by the Town shall disqualify bidder.

Bidder Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

### TOWN CLERK USE ONLY:

Insurance Certificates and "Additional Insured" endorsement filed on:

- Liability Insurance Certificate \_\_\_\_\_
- Disability Insurance Certificate \_\_\_\_\_
- Workers Compensation Certificate \_\_\_\_\_

*[Remainder of page intentionally left blank.]*



**SECTION C – FEDERAL CONTRACT TERMS AND CONDITIONS**

*[Attachment to Follow]*

## FEDERAL CONTRACT TERMS AND CONDITIONS

When a participating agency seeks to procure goods and services using funds under a Federal grant or contract, specific Federal laws, regulations, and requirements may apply in addition to those under state law, including without limitation the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “**Uniform Guidance**” or “**EDGAR**” requirements).

All Respondents submitting proposals must complete this Federal Contract Terms and Conditions certification form regarding Respondent’s compliance with certain requirements which may be applicable to specific participating agency purchases using Federal grant funds. This completed form shall be made available to Participating Agencies for their use while considering their purchasing options when using Federal grant funds. Participating Agencies may also require supplier partners to enter into ancillary agreements, in addition to the Master Agreement’s general terms and conditions, to address the Participating Agency’s specific contractual needs, including contract requirements for a procurement using Federal grants or contracts.

**For each of the items below, Respondent should certify its agreement and ability to comply, where applicable, by having its authorized representative sign the acknowledgment at the end of this form.** If Respondent fails to complete any item in this form, CoreTrust shall consider Respondent’s response to be that it is unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the supplier partner using Federal funds.

### 1. SUPPLIER PARTNER VIOLATION OR BREACH OF CONTRACT TERMS

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where supplier partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award shall be subject to the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Participating Agency construction contract agreed upon by supplier partner and the Participating Agency which must be consistent with and protect the Participating Agency at least to the same extent as the Master Agreement.

The remedies under this agreement are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these supplier partner violation and breach of contract terms.

Does vendor agree? \_\_\_\_\_ (Initials of Authorized Representative)

### 2. TERMINATION FOR CAUSE OR CONVENIENCE

When a participating agency expends Federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by supplier partner in the event supplier partner fails to: (1) meet schedules, deadlines, and / or delivery dates within the time specified in the procurement solicitation, contract, and / or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and / or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to supplier partner, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Respondent shall be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other supplier partners when it is in participating agency’s best interest.

Does vendor agree? \_\_\_\_\_ (Initials of Authorized Representative)

### 3. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and supplier partner agrees that it shall comply with such provision.

Does vendor agree? \_\_\_\_\_ (Initials of Authorized Representative)

#### **4. DAVIS-BACON ACT**

When required by Federal program legislation, supplier partner agrees that, for all participating agency prime construction contracts / purchases in excess of two thousand dollars (\$2,000), supplier partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, supplier partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, supplier partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Supplier partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the supplier partner is conditioned upon supplier partner’s acceptance of the wage determination.

Supplier partner further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.”) The Act provides that each supplier partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? \_\_\_\_\_ (Initials of Authorized Representative)

#### **5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, supplier partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, supplier partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one-and-a-half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? \_\_\_\_\_ (Initials of Authorized Representative)

#### **6. RIGHT TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the participating agency’s Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Supplier partner agrees to comply with the above requirements when applicable.

Does vendor agree? \_\_\_\_\_ (Initials of Authorized Representative)

#### **7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000) must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, supplier partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? \_\_\_\_\_ (Initials of Authorized Representative)

## 8. DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Supplier partner certifies that supplier partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier partner further agrees to immediately notify CoreTrust and all Participating Agencies with pending purchases or seeking to purchase from supplier partner if supplier partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? \_\_\_\_\_ (Initials of Authorized Representative)

## 9. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 USC 1352) - Supplier partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it shall not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, supplier partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Respondent SIGNATURE

## 10. PROCUREMENT OF RECOVERED MATERIALS

For participating agency purchases utilizing Federal funds, Supplier partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may be required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? \_\_\_\_\_ (Initials of Authorized Representative)

## 11. PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using Federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, supplier partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, supplier partner agrees that the total price, including profit, charged by supplier partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under supplier partner's Master Agreement.

Does vendor agree? \_\_\_\_\_ (Initials of Authorized Representative)

## 12. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Supplier partner agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend, or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? \_\_\_\_\_ (Initials of Authorized Representative)

13. DOMESTIC PREFERENCES FOR PROCUREMENTS

For participating agency purchases utilizing Federal funds, Respondent agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does vendor agree? \_\_\_\_\_ (Initials of Authorized Representative)

14. GENERAL COMPLIANCE AND COOPERATION WITH PARTICIPATING AGENCIES

In addition to the foregoing specific requirements, supplier partner agrees, in accepting any purchase order from a Participating Agency, it shall make a good faith effort to work with Participating Agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including without limitation applicable recordkeeping and record retention requirements.

Does vendor agree? \_\_\_\_\_ (Initials of Authorized Representative)

15. APPLICABILITY TO SUBCONTRACTORS

Supplier partner agrees that all contracts it awards pursuant to the Master Agreement shall be bound by the foregoing terms and conditions.

Does vendor agree? \_\_\_\_\_ (Initials of Authorized Representative)

By my signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

_____ <i>Printed Name of Representative</i>	_____ <i>Signature</i>	_____ <i>Date</i>
_____ <i>Company Name</i>	_____ <i>Address</i>	_____ <i>DUNS No. (if applicable)</i>

## **SECTION D – NEW JERSEY BUSINESS COMPLIANCE**

*[Attachment to Follow]*



**NEW JERSEY BUSINESS COMPLIANCE**

Respondents intending to do business in the State of New Jersey shall comply with policies and procedures required by New Jersey statutes. All Respondents must complete and submit the following forms to meet the requirements of doing business in this state. Failure to comply shall affect the ability to promote the Master Agreement in the State of New Jersey as required hereunder.

INCLUDED IN PROPOSAL	ATTACHMENT	FORM
	Attachment 1	Ownership Disclosure Form
	Attachment 2	Non-Collusion Affidavit
	Attachment 3	Affirmative Action Affidavit
	Attachment 4	Political Contribution Disclosure Form
	Attachment 5	Stockholder Disclosure Certification
	Attachment 6	Certification of Non-Involvement in Prohibited Activities in Iran
	Attachment 7	New Jersey Business Registration Certificate

New Jersey vendors are required to comply with the following New Jersey statutes when applicable:

- (1) All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- (2) Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- (3) Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- (4) Bid and Performance Security, as required by the applicable municipal or state statutes.

*[Attachments to Follow]*



**ATTACHMENT 1 – OWNERSHIP DISCLOSURE FORM**  
**(N.J.S.A. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440, Respondent shall complete the form attached to these specifications listing the persons owning ten percent (10%) or more of the firm presenting the proposal.

<b>Respondent Full Name:</b>	<b>[TO BE COMPLETED BY RESPONDENT]</b>
<b>Respondent Address:</b>	<b>[TO BE COMPLETED BY RESPONDENT]</b>

**Please complete the below, as applicable:**

I, **[TO BE COMPLETED BY RESPONDENT]**, certify that I am the sole owner of **[TO BE COMPLETED BY RESPONDENT]**, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR**

I, **[TO BE COMPLETED BY RESPONDENT]**, a partner in **[TO BE COMPLETED BY RESPONDENT]**, do hereby certify that the following is a list of all individual partners who own a ten percent (10%) or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding ten percent (10%) or more of that corporation's stock or the individual partners owning ten percent (10%) or greater interest in that partnership.

**OR**

I, **[TO BE COMPLETED BY RESPONDENT]**, an authorized representative of **[TO BE COMPLETED BY RESPONDENT]**, a corporation, hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding ten percent (10%) or more of the corporation's stock or the individual partners owning a ten percent (10%) or greater interest in that partnership.

*\*Note: if there are no partners or stockholders owning ten percent (10%) or more interest, indicate "None."*

NAME	ADDRESS	INTEREST

I further certify that the statements and information contained herein are complete and correct to the best of my knowledge and belief.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



ATTACHMENT 2 – NON-COLLUSION AFFIDAVIT  
(N.J.S.A. 52:34-15)

Respondent Name:	[TO BE COMPLETED BY RESPONDENT]
Respondent Address:	[TO BE COMPLETED BY RESPONDENT]

State of New Jersey  
Town of [COUNTY]

I, [NAME], residing in [MUNICIPALITY] in the Town of [COUNTY], State of [STATE] of full age, being duly sworn according to law on my oath depose and say that:

I am the [JOB TITLE] of the firm of [COMPANY NAME], the Respondent making the Proposal for the goods, services, or public work specified under the [TITLE OF BID PROPOSAL] attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal; and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the [NAME OF CONTRACTING UNIT] relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services, or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by [COMPANY NAME].

Subscribed and sworn to  
before me this day

\_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or print name of affiant under signature

\_\_\_\_\_  
Notary Public Signature

My Commission expires \_\_\_\_\_,  
20\_\_

(Seal)



**ATTACHMENT 3 – AFFIRMATIVE ACTION AFFIDAVIT**  
(P.L. 1975, c. 127)

<b>Respondent Full Name:</b>	<b>[TO BE COMPLETED BY RESPONDENT]</b>
<b>Respondent Address:</b>	<b>[TO BE COMPLETED BY RESPONDENT]</b>

**Proposal Certification:** Indicate below your company's compliance with the New Jersey Affirmative Action regulations. Respondent's proposal shall be accepted even if not in compliance at this time. No contract and / or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Documentation:**

Respondent shall submit with its proposal:

- (1) Letter of Federal Affirmative Action Plan Approval

**OR**

- (2) Certificate of Employee Information Report

**OR**

- (3) Employee Information Report Form AA302

**Public Work – Project Cost over \$50,000:**

- (1) If Respondent has no approved Federal or New Jersey Affirmative Action Plan, Company shall complete New Jersey Form AA-201 upon award; or  
(2) Respondent has a federal or New Jersey Affirmative Action Plan, and the certificate is enclosed.

I further certify the statements and information contained herein are complete and correct to the best of my knowledge and belief.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)**  
**N.J.A.C. 17:27**

**PROCUREMENT, PROFESSIONAL, AND SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor shall take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable shall, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable Town employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable Town employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it shall discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading, and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

**Signature of Respondent**



**ATTACHMENT 4 – C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

**Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 ([https://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission shall not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the Town of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This shall assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

a) The Division has prepared model disclosure forms for each Town. They can be downloaded from the “Town PCD Forms” link on the Pay-to-Play web site at [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html). They shall be updated from time-to-time as necessary.

b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are Town-based, **they list all legislative districts** in each Town. **Districts that do not represent the public agency should be removed from the lists.**

c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the Town. These submissions are appropriate and should be accepted.

d) The form may be used “as-is”, subject to edits as described herein.

e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.

f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This shall assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**



## ATTACHMENT 4 – C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, Town, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract;
  - of that Town in which that public entity is located;
  - of another public entity within that Town; or
  - of a legislative district in which that public entity is located or, when the public entity is a Town, of any legislative district which includes all or part of the Town.

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This shall assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\*N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”





## ATTACHMENT 4 – C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

## Part I – Vendor Information

Vendor Name:	[TO BE COMPLETED BY RESPONDENT]		
Address:	[TO BE COMPLETED BY RESPONDENT]		
City:	[CITY]	State: [STATE]	Zip: [ZIP CODE]

The undersigned, being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

[PRINTED NAME]

[TITLE]

Signature of Vendor

Printed Name

Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s).



**ATTACHMENT 4**

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

**N.J.S.A. 19:44A-20.26**

**Town Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

Town:

Freeholders

Town Clerk

Sheriff

{Town Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A TOWN-BASED, CUSTOMIZABLE FORM.
---



ATTACHMENT 5 – STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: **[TO BE COMPLETED BY RESPONDENT]**

- ☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

- ☐ I certify that no one stockholders owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Partnership              | <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Sole Proprietorship           |
| <input type="checkbox"/> Limited Partnership      | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation |  |  |

Sign and notarize the form below and, if necessary, complete the stockholder list below. Use more space as necessary.

Stockholders:

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn to  
before me this day

\_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
Type or print name of affiant under signature

\_\_\_\_\_  
Notary Public Signature

My Commission expires \_\_\_\_\_, 20\_\_

(Seal)



**ATTACHMENT 6 - CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN**

Pursuant to N.J.S.A. 52:32-58, Suppliers must certify that neither Supplier, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f).

Suppliers wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

<https://www.nj.gov/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf>

Suppliers should submit the above completed form as part of their proposal.



**ATTACHMENT 7 – NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
(N.J.S.A 52:32-44)**

Suppliers wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate as part of their proposal. Failure to do so shall disqualify Supplier from offering products or services in New Jersey through any resulting contract.

[State of NJ - Department of the Treasury - Division of Revenue Business Registration Certificate](#)



**SECTION E – STATE NOTICE ADDENDUM**

*[Attachment to Follow]*

## STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with CoreTrust and access the Master Agreement made pursuant to this Solicitation, and hereby given notice of the foregoing Solicitation for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia	Commonwealth of Puerto Rico			

Lists of political subdivisions, local governments, and tribal governments in the above referenced states / districts may be found at <https://www.usa.gov/state-governments>. Notwithstanding anything to the contrary herein, the aforementioned lists are not exhaustive; to the extent any new public agency, entity, or political subdivision is formed after the publication date of this Solicitation, such new agency, entity, or subdivision shall be deemed contemplated hereunder.

*[Remainder of page intentionally left blank.]*

**CITIES, TOWNS, VILLAGES, AND  
BOROUGHES INCLUDING BUT NOT  
LIMITED TO:**

BAKER CITY GOLF COURSE, OR  
CITY OF ADAIR VILLAGE, OR  
CITY OF ASHLAND, OR  
CITY OF AUMSVILLE, OR  
CITY OF AURORA, OR  
CITY OF BAKER, OR  
CITY OF BATON ROUGE, LA  
CITY OF BEAVERTON, OR  
CITY OF BEND, OR  
CITY OF BOARDMAN, OR  
CITY OF BONANAZA, OR  
CITY OF BOSSIER CITY, LA  
CITY OF BROOKINGS, OR  
CITY OF BURNS, OR  
CITY OF CANBY, OR  
CITY OF CANYONVILLE, OR  
CITY OF CLATSKANIE, OR  
CITY OF COBURG, OR  
CITY OF CONDON, OR  
CITY OF COQUILLE, OR  
CITY OF CORVALLI, OR  
CITY OF CORVALLIS PARKS AND  
RECREATION DEPT., OR  
CITY OF COTTAGE GROVE, OR  
CITY OF DONALD, OR  
CITY OF EUGENE, OR  
CITY OF FOREST GROVE, OR  
CITY OF GOLD HILL, OR  
CITY OF GRANTS PASS, OR  
CITY OF GRESHAM, OR  
CITY OF HILLSBORO, OR  
CITY OF INDEPENDENCE, OR  
CITY AND TOWN OF HONOLULU, HI  
CITY OF KENNER, LA  
CITY OF LA GRANDE, OR  
CITY OF LAFAYETTE, LA  
CITY OF LAKE CHARLES, OR  
CITY OF LEBANON, OR  
CITY OF MCMINNVILLE, OR  
CITY OF MEDFORD, OR  
CITY OF METAIRIE, LA  
CITY OF MILL CITY, OR  
CITY OF MILWAUKIE, OR  
CITY OF MONROE, LA  
CITY OF MOSIER, OR  
CITY OF NEW ORLEANS, LA  
CITY OF NORTH PLAINS, OR  
CITY OF OREGON CITY, OR  
CITY OF PILOT ROCK, OR  
CITY OF PORTLAND, OR  
CITY OF POWERS, OR  
CITY OF PRINEVILLE, OR  
CITY OF REDMOND, OR

CITY OF REEDSPORT, OR  
CITY OF RIDDLE, OR CITY OF ROGUE  
RIVER, OR  
CITY OF ROSEBURG, OR  
CITY OF SALEM, OR  
CIT OF SANDY, OR  
CITY OF SCAPPOOSE, OR  
CITY OF SHADY COVE, OR  
CITY OF SHERWOOD, OR  
CITY OF SHREVEPORT, LA  
CITY OF SILVERTON, OR  
CITY OF SPRINGFIELD, OR  
CITY OF ST. HELENS, OR  
CITY OF ST. PAUL, OR  
CITY OF SULPHUR, LA  
CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WALKER, LA  
CITY OF WARRENTON, OR  
CITY OF WEST LINN, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
CITY OF WOODBURN, OR  
LEAGUE OF OREGON CITES  
THE CITY OF HAPPY VALLEY OREGON  
ALPINE, UT  
ALTA, UT  
ALTAMONT, UT  
ALTON, UT  
AMALGA, UT  
AMERICAN FORK CITY, UT  
ANNABELLA, UT  
ANTIMONY, UT  
APPLE VALLEY, UT  
AURORA, UT  
BALLARD, UT  
BEAR RIVER CITY, UT  
BEAVER, UT  
BICKNELL, UT  
BIG WATER, UT  
BLANDING, UT  
BLUFFDALE, UT  
BOULDER, UT  
CITY OF BOUNTIFUL, UT  
BRIAN HEAD, UT  
BRIGHAM CITY CORPORATION, UT  
BRYCE CANYON CITY, UT  
CANNONVILLE, UT  
CASTLE DALE, UT  
CASTLE VALLEY, UT  
CITY OF CEDAR CITY, UT  
CEDAR FORT, UT  
CITY OF CEDAR HILLS, UT  
CENTERFIELD, UT



CENTERVILLE CITY CORPORATION, UT  
CENTRAL VALLEY, UT  
CHARLESTON, UT  
CIRCLEVILLE, UT  
CLARKSTON, UT  
CLAWSON, UT  
CLEARFIELD, UT  
CLEVELAND, UT  
CLINTON CITY CORPORATION, UT  
COALVILLE, UT  
CORINNE, UT  
CORNISH, UT  
COTTONWOOD HEIGHTS, UT  
DANIEL, UT  
DELTA, UT  
DEWEYVILLE, UT  
DRAPER CITY, UT  
DUCHESNE, UT  
EAGLE MOUNTAIN, UT  
EAST CARBON, UT  
ELK RIDGE, UT  
ELMO, UT  
ELSINORE, UT  
ELWOOD, UT  
EMERY, UT  
ENOCH, UT  
ENTERPRISE, UT  
EPHRAIM, UT  
ESCALANTE, UT  
EUREKA, UT  
FAIRFIELD, UT  
FAIRVIEW, UT  
FARMINGTON, UT  
FARR WEST, UT  
FAYETTE, UT  
FERRON, UT  
FIELDING, UT  
FILLMORE, UT  
FOUNTAIN GREEN, UT  
FRANCIS, UT  
FRUIT HEIGHTS, UT  
GARDEN CITY, UT  
GARLAND, UT  
GENOLA, UT  
GLENDALE, UT  
GLENWOOD, UT  
GOSHEN, UT  
GRANTSVILLE, UT  
GREEN RIVER, UT  
GUNNISON, UT  
HANKSVILLE, UT  
HARRISVILLE, UT  
HATCH, UT  
HEBER CITY CORPORATION, UT

HELPER, UT  
HENEFER, UT  
HENRIEVILLE, UT  
HERRIMAN, UT  
HIDEOUT, UT  
HIGHLAND, UT  
HILDALE, UT  
HINCKLEY, UT  
HOLDEN, UT  
HOLLADAY, UT  
HONEYVILLE, UT  
HOOPER, UT  
HOWELL, UT  
HUNTINGTON, UT  
HUNTSVILLE, UT  
CITY OF HURRICANE, UT  
HYDE PARK, UT  
HYRUM, UT  
INDEPENDENCE, UT  
IVINS, UT  
JOSEPH, UT  
JUNCTION, UT  
KAMAS, UT  
KANAB, UT  
KANARRAVILLE, UT  
KANOSH, UT  
KAYSVILLE, UT  
KINGSTON, UT  
KOOSHAREM, UT  
LAKETOWN, UT  
LA VERKIN, UT  
LAYTON, UT  
LEAMINGTON, UT  
LEEDS, UT  
LEHI CITY CORPORATION, UT  
LEVAN, UT  
LEWISTON, UT  
LINDON, UT  
LOA, UT  
LOGAN CITY, UT  
LYMAN, UT  
LYNN DYLL, UT  
MANILA, UT  
MANTI, UT  
MANTUA, UT  
MAPLETON, UT  
MARRIOTT-SLATERVILLE, UT  
MARYSVALE, UT  
MAYFIELD, UT  
MEADOW, UT  
MENDON, UT  
MIDVALE CITY INC., UT  
MIDWAY, UT  
MILFORD, UT

MILLVILLE, UT  
MINERSVILLE, UT  
MOAB, UT  
MONA, UT  
MONROE, UT  
CITY OF MONTICELLO, UT  
MORGAN, UT  
MORONI, UT  
MOUNT PLEASANT, UT  
MURRAY CITY CORPORATION, UT  
MYTON, UT  
NAPLES, UT  
NEPHI, UT  
NEW HARMONY, UT  
NEWTON, UT  
NIBLEY, UT  
NORTH LOGAN, UT  
NORTH OGDEN, UT  
NORTH SALT LAKE CITY, UT  
OAK CITY, UT  
OAKLEY, UT  
OGDEN CITY CORPORATION, UT  
OPHIR, UT  
ORANGEVILLE, UT  
ORDERVILLE, UT  
OREM, UT  
PANGUITCH, UT  
PARADISE, UT  
PARAGONAH, UT  
PARK CITY, UT  
PAROWAN, UT  
PAYSON, UT  
PERRY, UT  
PLAIN CITY, UT  
PLEASANT GROVE CITY, UT  
PLEASANT VIEW, UT  
PLYMOUTH, UT  
PORTAGE, UT  
PRICE, UT  
PROVIDENCE, UT  
PROVO, UT  
RANDOLPH, UT  
REDMOND, UT  
RICHFIELD, UT  
RICHMOND, UT  
RIVERDALE, UT  
RIVER HEIGHTS, UT  
RIVERTON CITY, UT  
ROCKVILLE, UT  
ROCKY RIDGE, UT  
ROOSEVELT CITY CORPORATION, UT  
ROY, UT  
RUSH VALLEY, UT  
CITY OF ST. GEORGE, UT

SALEM, UT  
SALINA, UT  
SALT LAKE CITY CORPORATION, UT  
SANDY, UT  
SANTA CLARA, UT  
SANTAQUIN, UT  
SARATOGA SPRINGS, UT  
SCIPPIO, UT  
SCOFIELD, UT  
SIGURD, UT  
SMITHFIELD, UT  
SNOWVILLE, UT  
CITY OF SOUTH JORDAN, UT  
SOUTH OGDEN, UT  
CITY OF SOUTH SALT LAKE, UT  
SOUTH WEBER, UT  
SPANISH FORK, UT  
SPRING CITY, UT  
SPRINGDALE, UT  
SPRINGVILLE, UT  
STERLING, UT  
STOCKTON, UT  
SUNNYSIDE, UT  
SUNSET CITY CORP, UT  
SYRACUSE, UT  
TABIONA, UT  
CITY OF TAYLORSVILLE, UT  
TOOELE CITY CORPORATION, UT  
TOQUERVILLE, UT  
TORREY, UT  
TREMONTON CITY, UT  
TRENTON, UT  
TROPIC, UT  
UINTAH, UT  
VERNAL CITY, UT  
VERNON, UT  
VINEYARD, UT  
VIRGIN, UT  
WALES, UT  
WALLSBURG, UT  
WASHINGTON CITY, UT  
WASHINGTON TERRACE, UT  
WELLINGTON, UT  
WELLSVILLE, UT  
WENDOVER, UT  
WEST BOUNTIFUL, UT  
WEST HAVEN, UT  
WEST JORDAN, UT  
WEST POINT, UT  
WEST VALLEY CITY, UT  
WILLARD, UT  
WOODLAND HILLS, UT  
WOODRUFF, UT  
WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING  
BUT NOT LIMITED TO:**

ASCENSION PARISH, LA  
ASCENSION PARISH, LA, CLEAR OF  
COURT  
CADDO PARISH, LA  
CALCASIEU PARISH, LA  
CALCASIEU PARISH SHERIFF'S  
OFFICE, LA  
CITY AND TOWN OF HONOLULU, HI  
CLACKAMAS TOWN, OR  
CLACKAMAS TOWN DEPT OF  
TRANSPORTATION, OR  
CLATSOP TOWN, OR  
COLUMBIA TOWN, OR  
COOS TOWN, OR  
COOS TOWN HIGHWAY DEPARTMENT,  
OR  
TOWN OF HAWAII, OR  
CROOK TOWN, OR  
CROOK TOWN ROAD DEPARTMENT,  
OR  
CURRY TOWN, OR  
DESCHUTES TOWN, OR  
DOUGLAS TOWN, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM TOWN, OR  
GRANT TOWN, OR  
HARNEY TOWN, OR  
HARNEY TOWN SHERIFFS OFFICE, OR  
HAWAII TOWN, HI  
HOOD RIVER TOWN, OR  
JACKSON TOWN, OR  
JEFFERSON TOWN, OR  
JEFFERSON PARISH, LA  
JOSEPHINE TOWN GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED  
GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
LAFAYETTE PARISH CONVENTION &  
VISITORS COMMISSION  
LAFOURCHE PARISH, LA  
KAUAI TOWN, HI  
KLAMATH TOWN, OR  
LAKE TOWN, OR  
LANE TOWN, OR  
LINCOLN TOWN, OR  
LINN TOWN, OR  
LIVINGSTON PARISH, LA  
MALHEUR TOWN, OR  
MAUI TOWN, HI  
MARION TOWN, SALEM, OR  
MORROW TOWN, OR  
MULTNOMAH TOWN, OR  
MULTNOMAH TOWN BUSINESS AND  
COMMUNITY SERVICES, OR

MULTNOMAH TOWN SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK TOWN, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS,  
LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA  
SHERMAN TOWN, OR  
TERREBONNE PARISH, LA  
TILLAMOOK TOWN, OR  
TILLAMOOK TOWN SHERIFF'S OFFICE, OR  
TILLAMOOK TOWN GENERAL HOSPITAL, OR  
UMATILLA TOWN, OR  
UNION TOWN, OR  
WALLOWA TOWN, OR  
WASCO TOWN, OR  
WASHINGTON TOWN, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER TOWN, OR  
YAMHILL TOWN, OR  
TOWN OF BOX ELDER, UT  
TOWN OF CACHE, UT  
TOWN OF RICH, UT  
TOWN OF WEBER, UT  
TOWN OF MORGAN, UT  
TOWN OF DAVIS, UT  
TOWN OF SUMMIT, UT  
TOWN OF DAGGETT, UT  
TOWN OF SALT LAKE, UT  
TOWN OF TOOELE, UT  
TOWN OF UTAH, UT  
TOWN OF WASATCH, UT  
TOWN OF DUCHESNE, UT  
TOWN OF UINTAH, UT  
TOWN OF CARBON, UT  
TOWN OF SANPETE, UT  
TOWN OF JUAB, UT  
TOWN OF MILLARD, UT  
TOWN OF SEVIER, UT  
TOWN OF EMERY, UT  
TOWN OF GRAND, UT  
TOWN OF BEVER, UT  
TOWN OF PIUTE, UT  
TOWN OF WAYNE, UT  
TOWN OF SAN JUAN, UT  
TOWN OF GARFIELD, UT  
TOWN OF KANE, UT  
TOWN OF IRON, UT  
TOWN OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING  
ASSOCIATIONS, BOARDS, DISTRICTS,  
COMMISSIONS, COUNCILS, PUBLIC  
CORPORATIONS, PUBLIC  
DEVELOPMENT AUTHORITIES,  
RESERVATIONS AND UTILITIES  
INCLUDING BUT NOT LIMITED TO:**

BANKS FIRE DISTRICT, OR  
BATON ROUGE WATER COMPANY  
BEND METRO PARK AND RECREATION  
DISTRICT  
BIENVILLE PARISH FIRE PROTECTION  
DISTRICT 6, LA  
BOARDMAN PARK AND RECREATION  
DISTRICT  
CENTRAL CITY ECONOMIC  
OPPORTUNITY CORP, LA  
CENTRAL OREGON  
INTERGOVERNMENTAL COUNCIL  
CITY OF BOGALUSA SCHOOL BOARD,  
LA  
CLACKAMAS RIVER WATER  
CLATSKANIE PEOPLE'S UTILITY  
DISTRICT CLEAN WATER SERVICES  
CONFEDERATED TRIBES OF THE  
UMATILLA INDIAN  
RESERVATION  
COOS FOREST PROTECTIVE  
ASSOCIATION  
CHEHALEM PARK AND RECREATION  
DISTRICT  
DAVID CROCKETT STEAM FIRE  
COMPANY #1, LA  
EUGENE WATER AND ELECTRIC  
BOARD  
HONOLULU INTERNATIONAL AIRPORT  
HOODLAND FIRE DISTRICT #74  
HOUSING AUTHORITY OF PORTLAND  
ILLINOIS VALLEY FIRE DISTRICT  
LAFAYETTE AIRPORT COMMISSION, LA  
LAFOURCHE PARISH HEALTH UNIT –  
DHH-OPH REGION 3  
LOUISIANA PUBLIC SERVICE  
COMMISSION, LA  
LOUISIANA WATER WORKS  
MEDFORD WATER COMMISSION  
MELHEUR TOWN JAIL, OR  
METRO REGIONAL GOVERNMENT  
METRO REGIONAL PARKS  
METROPOLITAN EXPOSITION  
RECREATION COMMISSION  
METROPOLITAN SERVICE DISTRICT  
(METRO)  
MULTNOMAH EDUCATION SERVICE  
DISTRICT  
NEW ORLEANS REDEVELOPMENT  
AUTHORITY, LA

NORTHEAST OREGON HOUSING  
AUTHORITY, OR  
PORT OF BRANDON, OR  
PORT OF MORGAN CITY, LA  
PORTLAND DEVELOPMENT COMMISSION,  
OR  
PORTLAND FIRE AND RESCUE  
PORTLAND HOUSING CENTER, OR  
OREGON COAST COMMUNITY ACTION  
OREGON HOUSING AND COMMUNITY  
SERVICES  
OREGON LEGISLATIVE ADMINISTRATION  
ROGUE VALLEY SEWER, OR  
SAINT LANDRY PARISH TOURIST  
COMMISSION  
SAINT MARY PARISH REC DISTRICT 2  
SAINT MARY PARISH REC DISTRICT 3  
SAINT TAMMANY FIRE DISTRICT 4, LA  
SALEM MASS TRANSIT DISTRICT  
SEWERAGE AND WATER BOARD OF NEW  
ORLEANS, LA  
SOUTH LAFOURCHE LEVEE DISTRICT, LA  
TRI-TOWN METROPOLITAN  
TRANSPORTATION DISTRICT OF  
OREGON  
TUALATIN HILLS PARK & RECREATION  
DISTRICT  
TUALATIN VALLEY FIRE & RESCUE  
TUALATIN VALLEY WATER DISTRICT  
WILLAMALANE PARK AND RECREATION  
DISTRICT  
WILLAMETTE HUMANE SOCIETY

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD  
BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT  
BOGALUSA HIGH SCHOOL, LA  
BOSSIER PARISH SCHOOL BOARD  
BROOKING HARBOR SCHOOL DISTRICT  
CADDO PARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
CANBY SCHOOL DISTRICT  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADE SCHOOL DISTRICT  
CASCADES ACADEMY OF CENTRAL  
OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
CORVALLIS SCHOOL DISTRICT 509J  
TOWN OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT

DALLAS SCHOOL DISTRICT NO.2  
 DAVID DOUGLAS SCHOOL DISTRICT  
 DAYTON SCHOOL DISTRICT NO.8  
 DE LA SALLE N CATHOLIC HS  
 DESCHUTES TOWN SCHOOL DISTRICT  
 NO.6  
 DOUGLAS EDUCATIONAL DISTRICT  
 SERVICE  
 DUFUR SCHOOL DISTRICT NO.29  
 EAST BATON ROUGE PARISH SCHOOL  
 DISTRICT  
 ESTACADA SCHOOL DISTRICT NO.10B  
 FOREST GROVE SCHOOL DISTRICT  
 GEORGE MIDDLE SCHOOL  
 GLADSTONE SCHOOL DISTRICT  
 GRANTS PASS SCHOOL DISTRICT 7  
 GREATER ALBANY PUBLIC SCHOOL  
 DISTRICT  
 GRESHAM BARLOW JOINT SCHOOL  
 DISTRICT  
 HEAD START OF LANE TOWN  
 HIGH DESERT EDUCATION SERVICE  
 DISTRICT  
 HILLSBORO SCHOOL DISTRICT  
 HOOD RIVER TOWN SCHOOL DISTRICT  
 JACKSON CO SCHOOL DIST NO.9  
 JEFFERSON TOWN SCHOOL DISTRICT  
 509-J  
 JEFFERSON PARISH SCHOOL  
 DISTRICT  
 JEFFERSON SCHOOL DISTRICT  
 JUNCTION CITY SCHOOLS, OR  
 KLAMATH TOWN SCHOOL DISTRICT  
 KLAMATH FALLS CITY SCHOOLS  
 LAFAYETTE PARISH SCHOOL DISTRICT  
 LAKE OSWEGO SCHOOL DISTRICT 7J  
 LANE TOWN SCHOOL DISTRICT 4J  
 LINCOLN TOWN SCHOOL DISTRICT  
 LINN CO. SCHOOL DIST. 95C  
 LIVINGSTON PARISH SCHOOL  
 DISTRICT  
 LOST RIVER JR/SR HIGH SCHOOL  
 LOWELL SCHOOL DISTRICT NO.71  
 MARION TOWN SCHOOL DISTRICT  
 MARION TOWN SCHOOL DISTRICT 103  
 MARIST HIGH SCHOOL, OR  
 MCMINNVILLE SCHOOL DISTRICT  
 NOAO  
 MEDFORD SCHOOL DISTRICT 549C  
 MITCH CHARTER SCHOOL  
 MONROE SCHOOL DISTRICT NO.1J  
 MORROW TOWN SCHOOL DIST, OR  
 MULTNOMAH EDUCATION SERVICE  
 DISTRICT  
 MULTISENSORY LEARNING ACADEMY  
 MYRTLE PINT SCHOOL DISTRICT 41

NEAH-KAH-NIE DISTRICT NO.56  
 NEWBERG PUBLIC SCHOOLS  
 NESTUCCA VALLEY SCHOOL DISTRICT  
 NO.101  
 NOBEL LEARNING COMMUNITIES  
 NORTH BEND SCHOOL DISTRICT 13  
 NORTH CLACKAMAS SCHOOL DISTRICT  
 NORTH DOUGLAS SCHOOL DISTRICT  
 NORTH WASCO CITY SCHOOL DISTRICT 21  
 NORTHWEST REGIONAL EDUCATION  
 SERVICE DISTRICT  
 ONTARIO MIDDLE SCHOOL  
 OREGON TRAIL SCHOOL DISTRICT NOA6  
 ORLEANS PARISH SCHOOL DISTRICT  
 PHOENIX-TALENT SCHOOL DISTRICT NOA  
 PLEASANT HILL SCHOOL DISTRICT  
 PORTLAND JEWISH ACADEMY  
 PORTLAND PUBLIC SCHOOLS  
 RAPIDES PARISH SCHOOL DISTRICT  
 REDMOND SCHOOL DISTRICT  
 REYNOLDS SCHOOL DISTRICT  
 ROGUE RIVER SCHOOL DISTRICT  
 ROSEBURG PUBLIC SCHOOLS  
 SCAPPOOSE SCHOOL DISTRICT 1J  
 SAINT TAMMANY PARISH SCHOOL BOARD,  
 LA  
 SEASIDE SCHOOL DISTRICT 10  
 SHERWOOD SCHOOL DISTRICT 88J  
 SILVER FALLS SCHOOL DISTRICT 4J  
 SOUTH LANE SCHOOL DISTRICT 45J3  
 SOUTHERN OREGON EDUCATION SERVICE  
 DISTRICT  
 SPRINGFIELD PUBLIC SCHOOLS  
 SUTHERLIN SCHOOL DISTRICT  
 SWEET HOME SCHOOL DISTRICT NO.55  
 TERREBONNE PARISH SCHOOL DISTRICT  
 THE CATLIN GABEL SCHOOL  
 TIGARD-TUALATIN SCHOOL DISTRICT  
 UMATILLA MORROW ESD  
 WEST LINN WILSONVILLE SCHOOL  
 DISTRICT  
 WILLAMETTE EDUCATION SERVICE  
 DISTRICT  
 WOODBURN SCHOOL DISTRICT  
 YONCALLA SCHOOL DISTRICT  
 ACADEMY FOR MATH ENGINEERING &  
 SCIENCE (AMES), UT  
 ALIANZA ACADEMY, UT  
 ALPINE DISTRICT, UT  
 AMERICAN LEADERSHIP ACADEMY, UT  
 AMERICAN PREPARATORY ACADEMY, UT  
 BAER CANYON HIGH SCHOOL FOR SPORTS  
 & MEDICAL  
 SCIENCES, UT  
 BEAR RIVER CHARTER SCHOOL, UT

BEAVER SCHOOL DISTRICT, UT  
BEEHIVE SCIENCE & TECHNOLOGY  
ACADEMY (BSTA), UT  
BOX ELDER SCHOOL DISTRICT, UT  
CBA CENTER, UT  
CACHE SCHOOL DISTRICT, UT  
CANYON RIM ACADEMY, UT  
CANYONS DISTRICT, UT  
CARBON SCHOOL DISTRICT, UT  
CHANNING HALL, UT  
CHARTER SCHOOL LEWIS ACADEMY,  
UT  
CITY ACADEMY, UT  
DAGGETT SCHOOL DISTRICT, UT  
DAVINCI ACADEMY, UT  
DAVIS DISTRICT, UT  
DUAL IMMERSION ACADEMY, UT  
DUCHESNE SCHOOL DISTRICT, UT  
EARLY LIGHT ACADEMY AT  
DAYBREAK, UT  
EAST HOLLYWOOD HIGH, UT  
EDITH BOWEN LABORATORY SCHOOL,  
UT  
EMERSON ALCOTT ACADEMY, UT  
EMERY SCHOOL DISTRICT, UT  
ENTHEOS ACADEMY, UT  
EXCELSIOR ACADEMY, UT  
FAST FORWARD HIGH, UT  
FREEDOM ACADEMY, UT  
GARFIELD SCHOOL DISTRICT, UT  
GATEWAY PREPARATORY ACADEMY,  
UT  
GEORGE WASHINGTON ACADEMY, UT  
GOOD FOUNDATION ACADEMY, UT  
GRAND SCHOOL DISTRICT, UT  
GRANITE DISTRICT, UT  
GUADALUPE SCHOOL, UT  
HAWTHORN ACADEMY, UT  
INTECH COLLEGIATE HIGH SCHOOL,  
UT  
IRON SCHOOL DISTRICT, UT  
ITINERIS EARLY COLLEGE HIGH, UT  
JOHN HANCOCK CHARTER SCHOOL,  
UT  
JORDAN DISTRICT, UT  
JUAB SCHOOL DISTRICT, UT  
KANE SCHOOL DISTRICT, UT  
KARL G MAESER PREPARATORY  
ACADEMY, UT  
LAKEVIEW ACADEMY, UT  
LEGACY PREPARATORY ACADEMY, UT  
LIBERTY ACADEMY, UT  
LINCOLN ACADEMY, UT  
LOGAN SCHOOL DISTRICT, UT  
MARIA MONTESSORI ACADEMY, UT

MERIT COLLEGE PREPARATORY ACADEMY,  
UT  
MILLARD SCHOOL DISTRICT, UT  
MOAB CHARTER SCHOOL, UT  
MONTICELLO ACADEMY, UT  
MORGAN SCHOOL DISTRICT, UT  
MOUNTAINVILLE ACADEMY, UT  
MURRAY SCHOOL DISTRICT, UT  
NAVIGATOR POINTE ACADEMY, UT  
NEBO SCHOOL DISTRICT, UT  
NO UT ACAD FOR MATH ENGINEERING &  
SCIENCE (NUAMES),UT  
NOAH WEBSTER ACADEMY, UT  
NORTH DAVIS PREPARATORY ACADEMY, UT  
NORTH SANPETE SCHOOL DISTRICT, UT  
NORTH STAR ACADEMY, UT  
NORTH SUMMIT SCHOOL DISTRICT, UT  
ODYSSEY CHARTER SCHOOL, UT  
OGDEN PREPARATORY ACADEMY, UT  
OGDEN SCHOOL DISTRICT, UT  
OPEN CLASSROOM, UT  
OPEN HIGH SCHOOL OF UTAH, UT  
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT  
PARADIGM HIGH SCHOOL, UT  
PARK CITY SCHOOL DISTRICT, UT  
PINNACLE CANYON ACADEMY, UT  
PIUTE SCHOOL DISTRICT, UT  
PROVIDENCE HALL, UT  
PROVO SCHOOL DISTRICT, UT  
QUAIL RUN PRIMARY SCHOOL, UT  
QUEST ACADEMY, UT  
RANCHES ACADEMY, UT  
REAGAN ACADEMY, UT  
RENAISSANCE ACADEMY, UT  
RICH SCHOOL DISTRICT, UT  
ROCKWELL CHARTER HIGH SCHOOL, UT  
SALT LAKE ARTS ACADEMY, UT  
SALT LAKE CENTER FOR SCIENCE  
EDUCATION, UT  
SALT LAKE SCHOOL DISTRICT, UT  
SALT LAKE SCHOOL FOR THE PERFORMING  
ARTS, UT  
SAN JUAN SCHOOL DISTRICT, UT  
SEVIER SCHOOL DISTRICT, UT  
SOLDIER HOLLOW CHARTER SCHOOL, UT  
SOUTH SANPETE SCHOOL DISTRICT, UT  
SOUTH SUMMIT SCHOOL DISTRICT, UT  
SPECTRUM ACADEMY, UT  
SUCCESS ACADEMY, UT  
SUCCESS SCHOOL, UT  
SUMMIT ACADEMY, UT  
SUMMIT ACADEMY HIGH SCHOOL, UT  
SYRACUSE ARTS ACADEMY, UT  
THOMAS EDISON - NORTH, UT  
TIMPANOGOS ACADEMY, UT

TINTIC SCHOOL DISTRICT, UT  
 TOOEE SCHOOL DISTRICT, UT  
 TUACAHN HIGH SCHOOL FOR THE  
 PERFORMING ARTS, UT  
 UINTAH RIVER HIGH, UT  
 UINTAH SCHOOL DISTRICT, UT  
 UTAH CONNECTIONS ACADEMY, UT  
 UTAH TOWN ACADEMY OF SCIENCE,  
 UT  
 UTAH ELECTRONIC HIGH SCHOOL, UT  
 UTAH SCHOOLS FOR DEAF & BLIND,  
 UT  
 UTAH STATE OFFICE OF EDUCATION,  
 UT  
 UTAH VIRTUAL ACADEMY, UT  
 VENTURE ACADEMY, UT  
 VISTA AT ENTRADA SCHOOL OF  
 PERFORMING ARTS AND  
 TECHNOLOGY, UT  
 WALDEN SCHOOL OF LIBERAL ARTS,  
 UT  
 WASATCH PEAK ACADEMY, UT  
 WASATCH SCHOOL DISTRICT, UT  
 WASHINGTON SCHOOL DISTRICT, UT  
 WAYNE SCHOOL DISTRICT, UT  
 WEBER SCHOOL DISTRICT, UT  
 WEILENMANN SCHOOL OF  
 DISCOVERY, UT

**HIGHER EDUCATION INCLUDE`ING,  
 BUT NOT LIMITED TO:**

ARGOSY UNIVERSITY  
 BATON ROUGE COMMUNITY COLLEGE,  
 LA  
 BIRTHINGWAY COLLEGE OF  
 MIDWIFERY  
 BLUE MOUNTAIN COMMUNITY  
 COLLEGE  
 BRIGHAM YOUNG UNIVERSITY -  
 HAWAII  
 CENTRAL OREGON COMMUNITY  
 COLLEGE  
 CENTENARY COLLEGE OF LOUISIANA  
 CHEMEKETA COMMUNITY COLLEGE  
 CLACKAMAS COMMUNITY COLLEGE  
 COLLEGE OF THE MARSHALL ISLANDS  
 COLUMBIA GORGE COMMUNITY  
 COLLEGE  
 CONCORDIA UNIVERSITY  
 GEORGE FOX UNIVERSITY  
 KLAMATH COMMUNITY COLLEGE  
 DISTRICT  
 LANE COMMUNITY COLLEGE  
 LEWIS AND CLARK COLLEGE  
 LINFIELD COLLEGE  
 LINN-BENTON COMMUNITY COLLEGE

LOUISIANA COLLEGE, LA  
 LOUISIANA STATE UNIVERSITY  
 LOUISIANA STATE UNIVERSITY HEALTH  
 SERVICES  
 MARYLHURST UNIVERSITY  
 MT. HOOD COMMUNITY COLLEGE  
 MULTNOMAH BIBLE COLLEGE  
 NATIONAL COLLEGE OF NATURAL MEDICINE  
 NORTHWEST CHRISTIAN COLLEGE  
 OREGON HEALTH AND SCIENCE  
 UNIVERSITY  
 OREGON INSTITUTE OF TECHNOLOGY  
 OREGON STATE UNIVERSITY  
 OREGON UNIVERSITY SYSTEM  
 PACIFIC UNIVERSITY  
 PIONEER PACIFIC COLLEGE  
 PORTLAND COMMUNITY COLLEGE  
 PORTLAND STATE UNIVERSITY  
 REED COLLEGE  
 RESEARCH CORPORATION OF THE  
 UNIVERSITY OF HAWAII  
 ROGUE COMMUNITY COLLEGE  
 SOUTHEASTERN LOUISIANA UNIVERSITY  
 SOUTHERN OREGON UNIVERSITY (OREGON  
 UNIVERSITY  
 SYSTEM)  
 SOUTHWESTERN OREGON COMMUNITY  
 COLLEGE  
 TULANE UNIVERSITY  
 TILLAMOOK BAY COMMUNITY COLLEGE  
 UMPQUA COMMUNITY COLLEGE  
 UNIVERSITY OF HAWAII BOARD OF  
 REGENTS  
 UNIVERSITY OF HAWAII-HONOLULU  
 COMMUNITY COLLEGE  
 UNIVERSITY OF  
 OREGON-GRADUATE SCHOOL  
 UNIVERSITY OF PORTLAND  
 UNIVERSITY OF NEW ORLEANS  
 WESTERN OREGON UNIVERSITY  
 WESTERN STATES CHIROPRACTIC  
 COLLEGE  
 WILLAMETTE UNIVERSITY  
 XAVIER UNIVERSITY  
 UTAH SYSTEM OF HIGHER EDUCATION, UT  
 UNIVERSITY OF UTAH, UT  
 UTAH STATE UNIVERSITY, UT  
 WEBER STATE UNIVERSITY, UT  
 SOUTHERN UTAH UNIVERSITY, UT  
 SNOW COLLEGE, UT  
 DIXIE STATE COLLEGE, UT  
 COLLEGE OF EASTERN UTAH, UT  
 UTAH VALLEY UNIVERSITY, UT  
 SALT LAKE COMMUNITY COLLEGE, UT  
 UTAH COLLEGE OF APPLIED TECHNOLOGY,  
 UT

**STATE AGENCIES INCLUDING BUT NOT LIMITED TO:**

ADMIN. SERVICES OFFICE  
BOARD OF MEDICAL EXAMINERS  
HAWAII CHILD SUPPORT  
ENFORCEMENT AGENCY  
HAWAII DEPARTMENT OF  
TRANSPORTATION  
HAWAII HEALTH SYSTEMS  
CORPORATION  
OFFICE OF MEDICAL ASSISTANCE  
PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT  
COALITION  
OREGON DEPARTMENT OF  
EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION

OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION  
CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE, STATE  
OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION  
STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL  
DISTRICT ATTORNEY  
STATE OF UTAH



## APPENDIX B – BEST VALUE SOLICITATION

### SECTION F – BACKGROUND & SCOPE

#### 1. OVERVIEW

- a. This best value solicitation (“**solicitation**”) is published by **Town of Greece Lead Agency**) for the purpose of awarding a master cooperative purchasing agreement (the “**Master Agreement**”) and creating a cooperative purchasing program for Suppliers with related products and services (the “**Program**”) that shall be available to Participating Agencies (as defined below). Companies and organizations which respond to this Solicitation (“**Respondents**”) and are awarded a Master Agreement are referred to throughout this Solicitation and supporting documentation as a “**Supplier**.”

By purchasing Products & Services (as defined herein) under the Master Agreement through the Program administered by CoreTrust Purchasing Group LLC (“**CoreTrust**”), a public entity is a “**Participating Agency**” and agrees to be bound by the terms of the Master Agreement, which includes and is subject to the **Master Intergovernmental Cooperative Purchasing Agreement** attached hereto as Section L. Each Participating Agency may be required to acknowledge or certify its agreement to additional statutory terms in writing as may be required by CoreTrust and/or Lead Agency. Where any public entity pursuing benefits of the Program hereunder is previously registered with or is otherwise an existing member of CoreTrust’s cooperative purchasing program, the terms of this Solicitation (and all documents attached hereto) shall control over all prior agreements with respect to such public entity’s enrollment in CoreTrust’s cooperative purchasing program and the benefits afforded to members thereof.

CoreTrust is a cooperative purchasing organization working together with public procurement leaders to create high quality, cooperative contracts that optimize cost savings, drive compliance and efficiency, and provide effective outcomes to public sector agencies. CoreTrust cooperative contracts also actively support local labor markets, ensuring a holistic approach to sustainable growth and impact.

By leveraging the CoreTrust suite of cooperative contracts, you will gain access to contracts and discounts from leading suppliers of products and services across a wide variety of industries and benefit from a streamlined procurement process.

- b. Town of Greece Overview

#### 2. PRODUCTS AND SERVICES

The Products & Services contemplated under this Solicitation are as described below:

Product & Service Category	Product & Service Description
913-71	Maintenance and Repair, Highway and Roads, Including Removal of Asphalt, Concrete, Bitumens, etc.
913-84	Maintenance and Repair, Streets, Major and Residential.
913-27	Construction, Highway and Road.

### 3. SCOPE

- a. **Master Agreement.** A response to this Solicitation is an offer to establish a Master Agreement with Lead Agency. This Master Agreement defines: (i) the terms of the relationship between Lead Agency and Supplier; and (ii) the terms, conditions, and pricing of Products & Services and related capabilities offered to Participating Agencies. The form of **Master Agreement** is attached hereto as Section I. The products and services made available in this contract are defined by the contents of Supplier's Cost Proposal submission ("**Products & Services**"). Any contract with Supplier resulting from the issuance of this Solicitation is subject to the terms and conditions as provided in this Solicitation and Master Agreement. Many of the terms and conditions contained in the Master Agreement template are required by state and federal law; however, Respondents may propose changes to the Master Agreement by communicating any exceptions or deviations in the **Master Agreement Acceptance Form** provided in Section J of this Solicitation. Any proposed changes are subject to Lead Agency review and written approval.

The Respondent must submit a signed **Master Agreement Signature Form** with the response.

- b. **Administration Agreement.** CoreTrust and Supplier shall enter into a separate Administration Agreement which defines the roles and obligations of each of CoreTrust and Supplier with respect to the marketing and selling of the Program to prospective Participating Agencies and the financial terms between CoreTrust and Supplier. The form of **Administration Agreement** is provided as Section K hereto.

### 4. SCHEDULE OF EVENTS

Event	Date
Issue Solicitation	February 27, 2025
Deadline for Questions	March 3, 2025
Deadline for Answers	March 10, 2025
Proposal Due Date	March 17, 2025
Approval Date	TBD
Contract Effective Date	TBD

### 5. CONTRACT AS AN ASSET IN CORPORATE CHANGES

- a. The Contractor must consider this contract as an asset. If the Contractor is being acquired or undergoing a change in corporate structure, the Contractor must include Coretrust and the lead agency in discussions prior to any change in legal status. This contract must be regarded as an asset and included in the transfer of assets plan.

### 6. REQUIREMENTS

#### 1. Introduction

#### **Nationwide Cooperative Contract for Comprehensive Pavement Management Services Lead Agency: Town of Greece, NY**

##### **1. Introduction**

The Town of Greece, NY, serving as the Lead Agency in partnership with CoreTrust Purchasing Group, is issuing this Request for Proposal (RFP) for a Comprehensive Pavement Management Services solution on behalf of a nationwide cooperative purchasing contract. This solicitation is a Best Value RFP, meaning proposals will be evaluated not solely on cost but on the overall value, including quality, technical capability, past performance, and the ability to meet cooperative contract needs.

The selected vendor must provide a scalable, innovative solution that meets the needs of various participating agencies, including municipalities, counties, school districts, and political subdivisions.

This RFP seeks proposals that address the requirements of this cooperative agreement, demonstrate experience with similar contracts, and offer competitive, transparent pricing for all agencies. Proposals must clearly describe the solution's capabilities, scalability, and cooperative contract support services. The scope of this contract includes asphalt inventory creation, condition assessment, repair prioritization, and long-term maintenance program development to support municipalities in proactive pavement management.

## **Overview**

The awarded vendor shall provide a comprehensive Asphalt Mapping Software solution designed to support municipalities, government agencies, and political subdivisions with advanced road condition analysis, repair prioritization, and long-term pavement management planning. The software must integrate road imaging with AI-powered analytics to deliver actionable insights into road maintenance and rehabilitation.

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## **2. Detailed Functional Requirements**

### **2.1. Data Collection and Imaging**

The vendor must provide a solution for capturing and utilizing high-quality road imagery:

- Imaging Technology:
  - Use imaging systems to capture all lanes and road segments, including intersections, sidewalks, curbs, and surrounding infrastructure.
  - Specify required hardware standards, such as camera resolution, frame rate, and compatibility with vehicles.
  - Support automated geotagging and metadata collection (e.g., road location, date/time, and environmental conditions).
- Imaging Frequency:
  - Allow for flexible imaging schedules (annual, biannual, or as needed).
  - Enable re-imaging to monitor road changes over time.

### **2.2. Artificial Intelligence (AI) Analysis**

The software must analyze road imagery and deliver highly accurate, actionable data:

- AI-Powered Feature Detection:
  - Identify specific road defects, including:
    - Cracks (alligator, transverse, longitudinal).
    - Potholes.
    - Rutting, raveling, and surface deterioration.
    - Utility patches and edge defects.
  - Provide a minimum AI accuracy rate of 95%.
  - Ensure the AI model is trained on a robust and diverse reference library of pavement images.
- Customizable Analysis:
  - Allow users to define custom defect thresholds and severity levels to align with municipal standards.
  - Include settings for rural vs. urban road conditions and climate-specific considerations.

### **2.3. Repair Recommendations**

The software must provide detailed repair and maintenance plans:

- Automated Repair Suggestions:
  - Recommend repair actions, such as crack sealing, patching, resurfacing, or reconstruction.
  - Assign priority levels to repairs based on severity and urgency.
- Scenario Analysis:
  - Provide cost-benefit analysis for short-term vs. long-term repair strategies.
  - Include estimated costs and resource requirements for each repair type.
- Budget Optimization:
  - Offer multi-year budgeting tools to allocate funding effectively.



## 2.4. Planning, Tracking, and Reporting

The solution must facilitate data-driven decision-making through advanced reporting capabilities:

- Project Planning:
  - Generate detailed road condition maps for targeted repair planning.
  - Recommend optimal scheduling for repair projects to minimize disruption.
- Repair Tracking:
  - Track completed repairs, including location, type, cost, and date.
  - Evaluate the performance and durability of past repairs in subsequent inspections.
- Reporting Tools:
  - Create customizable reports for internal stakeholders and external compliance requirements.
  - Include visualization features, such as heatmaps, charts, and condition trend graphs.

## 2.5. Integration and Accessibility

Ensure seamless compatibility with existing municipal systems and user-friendly access:

- System Integration:
  - Integrate with Geographic Information Systems (GIS), asset management platforms, and public works software.
  - Provide API capabilities for custom data integrations.
- User Accessibility:
  - Support secure, role-based access via cloud-based and on-premises options.
  - Offer mobile and desktop interfaces.
- Data Security:
  - Ensure compliance with federal, state, and local cybersecurity standards.

## 2.6. Training and Support

The vendor must provide comprehensive training and ongoing support:

- Initial Training:
  - Conduct in-person or virtual training sessions for municipal staff.
  - Provide user manuals, video tutorials, and quick-reference guides.
- Ongoing Support:
  - Offer 24/7 technical support via phone, email, and live chat.
  - Deliver regular software updates and enhancements.

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## 3. Implementation Requirements

### 3.1. Upfront Needs

To deploy the Asphalt Mapping Software, municipalities will require:

- Imaging hardware or vendor-provided services for capturing road data.
- Historical road data (if available) for calibration.
- Staff training on imaging processes and software usage.
- GIS integration setup and validation.

### 3.2. Implementation Timeline

The vendor must adhere to a phased implementation plan:

- Phase 1: Initial system setup, hardware deployment, and imaging.
- Phase 2: AI model calibration and customization.
- Phase 3: Staff training and operational launch.
- Phase 4: Ongoing performance evaluation and refinement.

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## 4. Additional Capabilities

Vendors are encouraged to provide optional features, including:

- Predictive pavement modeling to forecast future repair needs.
- Environmental sustainability reporting for repair projects.
- Support for multi-jurisdictional collaboration on regional road networks.

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## Pricing Structure



## 1. Licensing Model

- a) Annual subscription fees based on population size, lane miles, or other relevant metrics.
- b) Multi-year discount options.

## 2. Implementation Costs

- a) One-time setup fee, including software configuration and integration.
- b) Training costs for municipal staff.

## 3. Hardware Costs

Pricing for imaging equipment (if vendor-provided).

## 4. Additional Services

Pricing for optional add-ons, such as:

- a. Predictive modeling tools.
- b. Advanced reporting features.
- c. Custom API integrations.

## 5. Commitment to Social Equity

Respondents should demonstrate a commitment to fostering Diversity, Equity, and Inclusion (DEI) by:

- a) **Supporting Historically Marginalized Vendors:** Engaging in subcontracting opportunities with businesses owned by minorities, women, veterans, and persons with disabilities. Offering mentorship and development programs to small or disadvantaged software providers.
  - b) **Promoting Equitable Employment Practices:** Actively recruiting from underrepresented communities, ensuring equitable compensation, and providing professional development opportunities for all employees.
  - c) **Engaging Local Resources:** Prioritizing local data collection services and software support staff, where possible.
-

## **Section 6: Evaluation Criteria**

<b>Evaluation Criteria</b>	<b>Points Available</b>
Approach	30
Experience	15
Key Personal	5
Past Performance	10
Timeline and Capacity	10
Cost	30

---

### **Asphalt Mapping Software Questionnaire**

#### **1. Road Condition Analysis and AI-Powered Imaging**

1. Describe your Asphalt Mapping Software's approach to integrating imaging and artificial intelligence (AI) to identify road conditions. Include details about:
  - The imaging technology used (e.g., resolution, hardware requirements, geospatial tagging capabilities).
  - The AI model's reference library, including the size and diversity of images it uses for training.
  - The process for customizing defect detection thresholds and severity levels for individual municipalities.
  - The accuracy rate of your AI analysis and how accuracy is measured and maintained over time.
  - Examples of successful implementations, including results achieved for similar municipalities or agencies.
2. How does your software identify, classify, and prioritize road surface defects? Provide details on:
  - The types of defects your system can detect (e.g., cracks, potholes, rutting).
  - The methodology for determining repair urgency and prioritization.

---

#### **2. Repair Recommendations, Tracking, and Reporting**

3. How does your software generate and prioritize repair recommendations? Address:
  - Automated repair suggestions (e.g., crack sealing, patching, resurfacing, reconstruction).
  - Scenario analysis for short-term vs. long-term repair strategies.
  - Budget optimization and resource allocation tools.
4. How does your solution track completed repairs and monitor their performance over time? Explain how this data is incorporated into future inspections and condition modeling.
5. What reporting tools does your software offer? Provide details on:
  - Customizable reporting for internal stakeholders and external compliance.
  - Visualization features such as heatmaps, charts, and condition trend graphs.

---

#### **3. Integration with Municipal Systems**

6. Describe how your software integrates with existing municipal Geographic Information Systems (GIS), asset management platforms, and other public works software. Include:
  - API support and customization options for seamless data sharing.
  - Compatibility with existing data formats and municipal IT environments.
7. How does your solution support the creation of an asphalt inventory, tracking maintenance needs, and developing a long-term pavement management strategy?

---

#### **4. Scalability, Multi-Year Planning, and Predictive Modeling**

8. How does your software support multi-year planning and budgeting for road maintenance? Include:
  - Examples of how your predictive modeling tools help municipalities prioritize repairs.
  - Cost-benefit analysis and forecasting capabilities for future maintenance.

---

#### **5. Training and Technical Support**



9. What training resources do you provide for municipal staff? Specify:
    - Workshops, online tutorials, manuals, and in-person training sessions.
    - Your technical support structure, including availability, response times, and ongoing updates.
  10. Describe how your technical support and customer service model accommodates agencies in different geographic locations and time zones.
- 

## 6. Optional Upgrades and Add-On Features

11. Describe any optional upgrades or add-on features your software offers that could enhance its value to municipalities. Examples might include:
    - Predictive pavement modeling for long-term condition forecasting.
    - Environmental sustainability reporting for repair methods.
    - Multi-jurisdictional coordination tools for regional planning.
    - Advanced analytics dashboards or enhanced reporting capabilities.
    - For each optional feature, provide details on the functionality, implementation requirements, and associated costs.
- 

## 7. Nationwide Scalability and Cooperative Contracts

12. How does your solution accommodate the needs of diverse agencies nationwide, including municipalities, counties, school districts, and special districts?
    - Provide examples of your experience working with multiple agencies in a cooperative shared or piggybacking contract.
  13. Describe your pricing structure for cooperative contracts, ensuring transparent, competitive pricing for agencies of varying sizes and budgets. Address:
    - Volume discounts and multi-agency pricing tiers.
    - Pricing adjustments for agencies with different budget scales.
  14. Explain how your product and services are adaptable to meet the unique requirements of both the lead agency and other participating agencies under the cooperative contract.
    - How do you address varying scopes of work, budgets, and timelines?
  15. What is your approach to onboarding multiple agencies under a single cooperative contract?
    - Strategies for managing imaging schedules, integration timelines, and support needs across jurisdictions.
- 

## 8. Commitment to Social Equity and DEI

16. Describe your organization's commitment to Diversity, Equity, and Inclusion (DEI) on a national scale. Provide details on:
    - DEI policies, programs, or initiatives that promote a diverse and inclusive workforce.
    - Supplier diversity efforts, including engagement with minority-, women-, and veteran-owned businesses.
    - How your company ensures equitable service delivery and accessibility across different regions.
    - Assistance offered to participating agencies in meeting their own DEI goals.
- 

## Tasks the Asphalt Mapping Software Can Perform for Public Works Departments

1. **Road Condition Assessment:**
  - Automatically evaluate road conditions using AI and imaging.
2. **Repair Recommendations:**
  - Generate actionable recommendations for road maintenance.
3. **Prioritization:**
  - Rank repairs by urgency and budget impact.





#### 4. **Budget Planning:**

- Provide cost estimates and multi-year maintenance plans.

#### 5. **Progress Tracking:**

- Track repairs and monitor their performance over time.

#### 6. **GIS Integration:**

- Overlay road condition data on municipal GIS maps.

#### 7. **Compliance Reporting:**

- Create reports for federal, state, or local compliance requirements.

#### 8. **Predictive Analytics:**

- Model how road conditions will deteriorate over time and predict repair needs.

#### 9. **Custom Threshold Setting:**

- Allow municipalities to define their own thresholds for repair triggers.

#### 10. **Performance Evaluation:**

- Assess how repairs withstand over time through historical data comparison.

### **Evaluation Criteria**

A well-defined **Evaluation Criteria** section helps the committee assess vendor proposals while ensuring alignment with project goals.

### **Asphalt Mapping Services Solicitation:**

#### **1. Total Solution and Technical Approach (30%)**

- **Comprehensive solution for asphalt mapping and pavement management.**
  - Integration of data collection, AI-powered analysis, repair prioritization, and long-term maintenance planning.
  - Compatibility with GIS and asset management platforms for seamless integration.
- **Clear methodology for data collection, analysis, and reporting.**
  - Defined processes to ensure data accuracy and consistency.
- **Approach to delivering actionable insights for road maintenance decisions.**
  - Predictive modeling and multi-year budget planning capabilities.
  - Scenario analysis for cost-benefit comparisons of different repair strategies.
- **Innovation in problem-solving and automation.**
  - AI-driven defect detection, automated prioritization, and geospatial reporting.
- **Adherence to applicable standards (e.g., ASTM, FAA regulations).**

*Scoring Tip: Evaluate how well the total solution aligns with project objectives and the potential for long-term efficiency improvements.*

#### **3. Vendor Experience (15%)**

- **Demonstrated expertise in asphalt mapping, condition assessments, and pavement management.**
- **Experience with projects of similar scope and complexity.**
  - Number of years providing similar services to public agencies, transportation departments, airports, or large-scale facilities.
- **Evidence of successful past contracts, including references and testimonials.**





*Scoring Tip: Assign higher points to vendors with substantial, relevant experience and strong client endorsements.*

#### **4. Key Personnel Qualifications (5%)**

- **Expertise and certifications of key team members, including:**
  - Engineers, GIS specialists, data analysts, and pavement management experts.
  - Professional licensure (e.g., Professional Engineer, GIS Professional).
- **Experience of personnel in managing similar projects.**
- **Defined roles and responsibilities for project execution.**

*Scoring Tip: Favor teams with specialized expertise relevant to asphalt mapping and data-driven pavement management.*

#### **5. Past Performance and References (10%)**

- **Quality and relevance of references provided.**
- **Timeliness, budget adherence, and quality of deliverables in past projects.**
- **Customer satisfaction and responsiveness.**
- **Performance metrics from similar contracts, if available.**

*Scoring Tip: Look for vendors with consistently high ratings in customer service, quality, and delivery timelines.*

#### **6. Project Timeline and Capacity (10%)**

- **Realistic and achievable project timeline.**
- **Adequate resources and staff to meet deadlines.**
- **Evidence of ability to manage multiple projects simultaneously without delays.**

*Scoring Tip: Favor vendors who demonstrate readiness and the capacity to complete the project within the required timeframe.*

#### **7. Cost Proposal (30%)**

Competitiveness of pricing relative to market rates.

Clear breakdown of costs, including labor, technology, and deliverables.

Value for money based on proposed scope and deliverables.

Flexible pricing models for agencies of varying sizes.

Pricing options for additional services, ongoing support, and multi-year contracts.

*Scoring Tip: Consider cost-effectiveness in relation to quality, capabilities, and long-term value.*

*[Remainder of page intentionally left blank.]*



## SECTION G – SUBMISSION PROTOCOL; EVALUATION; AWARD

### 1. PROPOSAL SUBMISSION

- a. All Respondents must complete and submit a proposal consisting of all required forms and attachments referenced in this Solicitation and any other required forms referenced or provided elsewhere in this solicitation. Respondent's complete proposal must be submitted no later than the submission deadline date specified on the cover page of this Solicitation. Proposals must be prepared and submitted in accordance with the instructions found in this Section G.
- b. The complete Proposal must be submitted in a sealed package with one (1) original and one (1) electronic copy (in the form of a flash drive), to the Town of Greece at the following address no later than the submittal deadline as stated on the cover page of this solicitation.

Greece Town Clerk  
1 Vince Tofany Blvd  
Greece, NY 14612

- i. All proposals must be marked with the Solicitation Number and Title on both the envelope and the cover page.
  - ii. Vendors shall include all documents necessary to support their proposal in the sealed package. This shall include, but is not be limited to, the forms listed below. These forms are located in Section G this solicitation.
    - Form A: Proposal Certification Form
    - Form B: Sexual Harassment Certification Form
  - iii. Faxed or emailed bids are unacceptable.
  - iv. It is the sole responsibility of the VENDOR to assure that they have received the entire Solicitation. Solicitation and any addenda may be secured by contacting the Division of Purchase.
  - v. Town of Greece reserves the right to reject any or all bids.
  - vi. A Bid Security or Performance Security is not required.
  - vii. During the period between the Solicitation Release Date and the contract award, no Town employee can accept oral, written, or electronic contact from Vendors regarding the procurement.
- c. Original Proposal The complete proposal must be submitted in a sealed package with one (1) original and one (1) electronic copy, prior to the opening date and time. All proposals shall be marked with the solicitation number and description of services/commodities. Vendors must include all documents necessary to support their proposal in the sealed package. Vendors shall be responsible for the delivery of proposals during business hours to the address indicated above. It shall not be sufficient to show that the proposal was mailed in time to be received before the scheduled submittal deadline.



- d. All proposals shall be valid for a period of 180 days from the date the proposals are received by Lead Agency in compliance with the submission instructions set forth above.
- e. All proposals shall be reviewed for responsiveness to the material requirements of the Solicitation. A proposal that is not materially responsive shall not be eligible for further consideration and the Respondent shall receive notice of the non-award of its proposal from Lead Agency.
- f. Subject to the requirements set forth in Sections A and B of the Solicitation, during the period between the date Lead Agency issues this Solicitation and the selection of Supplier, if any, Lead Agency must restrict all contact with Lead Agency and its personnel and shall direct any and all questions regarding this Solicitation to the personnel identified in the Solicitation Contact section below in the manner specified in such section. Contact with any of prohibited individuals after issuance of this Solicitation and before selection is made may result in disqualification of the Respondent.
- g. Respondents may submit questions regarding this Solicitation in writing to the contact listed in Section 2 of this Section G during the Q&A Period outlined in the estimated time table in Section F above. All questions and answers will be posted to <http://www.ongov.net/purchase/index.html>. Respondents may be required to affirmatively acknowledge receipt of answers in the manner specified by Lead Agency. Respondents are responsible for regularly viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this Solicitation shall not be binding and shall in no way excuse a Respondent of the obligations set forth in this Solicitation.
- h. In the event Lead Agency decides to conduct negotiations, exclusive or concurrent negotiations may be conducted with multiple respondents reasonably susceptible for award. Except to the extent otherwise required by law, during negotiations, no Respondent's proposal, including pricing, shall be revealed to any other party or to any other person who is not involved with the evaluation process.
- i. In the event Lead Agency in its sole discretion deems negotiations are not progressing, Lead Agency may formally terminate negotiations and may enter into subsequent exclusive or concurrent negotiations with the next most-qualified Respondent.
- j. **Lead Agency shall consider all proposals voluntarily submitted in response to this Solicitation to be free of trade secrets and such proposals shall, in their entirety, be made a part of the public record in compliance with applicable open records policies and laws.** However, notwithstanding the foregoing, if a proposal is submitted in response to this Solicitation, and the proposal contains trade secret information as defined under applicable law, then such trade secret information is entitled to all protections granted under applicable law or, if such applicable law requires such information to be expressly identified, such trade secret information must be clearly and conspicuously marked and/or identified as "Trade Secret Information" at the time that such proposal is submitted. If such trade secret information is so marked and/or identified, then, in accordance with applicable state law, Lead Agency shall designate such information as trade secret information and shall maintain and keep such trade secret information. Subject to the foregoing, all proposals and any other documents submitted in response to this Solicitation shall become the property of Lead Agency. This Solicitation and proposals submitted in response to the Solicitation, except for all CoreTrust and/or Respondent pricing, processes, and information that qualifies as trade secret information under applicable law and such portions, sections, or parts of a proposal that are clearly and conspicuously marked and/or identified as Trade Secret Information, are deemed to be public records pursuant to applicable state law. For purposes of this Section, "**proposal**" shall mean both the forms submitted by the Respondent in connection with this Solicitation and any attachments, addenda, appendices, or sample products. Except to the extent any information contained in a proposal is considered trade secret information under applicable law, any proposal submitted in response to this or any Lead Agency Solicitation that fails to clearly and conspicuously mark and/or identify trade secret information at the time that such proposal is submitted to Lead Agency for consideration shall be deemed and considered by Lead Agency to not contain trade secret information and such proposals shall be deemed to be public records in their entirety in accordance with this Section and applicable state law.



- k. Lead Agency may, in its sole discretion, waive minor errors or omissions in a Respondent's proposals when those errors do not unreasonably obscure the meaning of the content, or the competitive nature of the proposal submitted in response to this Solicitation.
- l. CoreTrust and/or Lead Agency, in their sole discretion, may request Respondents reasonably susceptible for award to submit a best-and-final offer. In such case, Respondents shall submit their best-and-final offers in writing. If a Respondent does not respond to the request for a best-and-final offer, that Respondent's most recent submission will be considered its best-and-final offer.
- m. By submitting a proposal, Respondent expressly agrees to waive any claim it has or may have against CoreTrust, its directors, officers, members, managers, employees, or agents arising out of or in connection with: (i) the administration, evaluation, or recommendation of any proposal; (ii) any requirements under the Solicitation, proposal package, or related documents; (iii) the rejection of any proposal or any part of any proposal; and/or (iv) the award of a contract, if any. CoreTrust shall not be responsible or liable for any costs incurred by Respondents or the successful Respondent in connection with responding to the Solicitation, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a contract, or any other expenses incurred by a Respondent. The Respondent is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by CoreTrust.

## 2. SOLICITATION CONTACT

### a. Key Contact.

Greece Finance Director  
1 Vince Tofany Blvd  
Greece, NY 14612  
(585) 723-2320  
[icasilio@greecenyny.gov](mailto:icasilio@greecenyny.gov)

## 3. REPRESENTATIONS. The Respondent hereby represents the following:

- a. It has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this proposal and any subsequent award.
- b. It shall include in the Technical Proposal a complete description of any and all relationships that might be considered a conflict of interest in doing business with Lead Agency.
- c. To the best of Respondent's knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other respondents or potential respondents in any award resulting from this Solicitation.
- d. It is not currently delinquent in the payment of any franchise taxes.
- e. The individual signing the submittal (whether electronically or in paper form) is an authorized agent of the Respondent and has the authority to bind the Respondent to the Award.
- f. Where the Solicitation contains a specification that states no substitutions, no deviation from this requirement shall be permitted. The Respondent shall comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the Participating Agencies. References to manufacturer's specifications ("**Specifications**") are to be considered informative to give Lead Agency information as to the general style, type, and kind requested. Lead Agency shall, in its sole discretion,



determine whether proposed goods, materials, or equipment are substantially equivalent to the Specifications, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Respondents should include all documentation required to evaluate whether their proposed goods, materials, or equipment are substantially equivalent to the Specifications.

- g. Respondent shall state the brand name and number of the materials being provided. If none is indicated, it is understood that the Respondent is proposing the exact brand name and number specified or mentioned in the Solicitation. However, unless specifically stated otherwise, comparable substitutions shall be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended.
- h. The successful Vendor will enter into and sign a formal Contract with the Town with reasonable adjustments acceptable to the Town. This Solicitation and the response of the successful Vendor will become a part of the Contract and will be in effect for the duration of the contract period.
- i. Lead Agency reserves the right to award contract(s) to multiple Respondents. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Lead Agency. No exclusivity is implied in connection with this Solicitation unless expressly stated otherwise. Lead Agency reserves the right to obtain like goods and services from other sources.

## 4. EVALUATION PROCESS AND CRITERIA

### a. Review and Scoring

i. Criteria to be evaluated by the Town will include, but not be limited to, the following:

- Compliance with the Solicitation format requirements
- Experience
- Future Contract Costs and Risks
- Company Statistics
- Responsiveness to the items within the Scope of Work section
- References
- Price
- Presentations (upon request)
- Credibility of Vendor
- Minority and Women's Business Enterprises Compliance
- Sustainability Solutions and Practices

Award will be selected based on evaluation of which Vendor is the best value offer.

Town of Greece reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the Town to do so.

- ii. A Respondent's performance and actions under previously awarded contracts to schools, local, state, or federal agencies are relevant in determining whether the Respondent is likely to provide quality Products & Services to Participating Agencies; including the administrative aspects of performance; the Respondent's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Respondent's businesslike concern for the interests of the customer.
- b. Information Requirements. The Respondent shall provide the information, documentation, forms, and other materials required in Section N ("**Technical Proposal**").
- c. Estimated Quantities and Available Funds. Estimated quantity IDIQ. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among Lead Agency and other Participating Agencies that are anticipated to utilize the resulting Master



Agreement to be made available to them through the Program and volume growth into other public agency members through a coordinated marketing approach between Supplier and CoreTrust.

- d. Cost Proposal Requirements. The Respondent shall provide a detailed cost proposal in the form required in Section O ("**Cost Proposal**").
- e. Pricing Information. The below details should be taken into consideration when developing any cost proposal in connection with this Solicitation and the Cost Proposal.
  - i. Complete Proposal. It is the responsibility of the Respondent to provide a complete Cost Proposal that includes pricing based on a verifiable pricing methodology for all Products & Services to be considered part of the final Master Agreement offered to the Participating Agencies.
  - ii. Value. Lead Agency requests that Respondents offer Products & Services at lower prices that are scalable and with better value than what they would ordinarily offer to a single government agency, educational institution, or regional cooperative.
  - iii. Maximum Price. Lead Agency requests that pricing be submitted as not-to-exceed. The Respondent may adjust pricing lower if needed but cannot exceed the pricing submitted. Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to public agencies nationwide and further commits that if a Participating Agency is eligible for lower pricing through a national, state, regional, or local or cooperative contract, Supplier shall match such lower pricing to that Participating Agency under the Master Agreement.
  - iv. Indefinite Quantity. This Solicitation requests pricing for an indefinite quantity of Products & Services.
  - v. Total Acquisition Cost. The pricing included in the Cost Proposal must be clearly understood, complete, and fully describe the total cost of acquisition (e.g., cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Agency's location).
  - vi. Prevailing Wage. Supplier and any of its subcontractors agree to comply with all laws regarding prevailing wage rates applicable to construction of public work, and any related federal requirements, including the Davis-Bacon Act, applicable to this Solicitation and Participating Agencies.
  - vii. Administrative Fee. Pricing provided shall include the administrative fee payable to CoreTrust.
  - viii. Descriptions. All line items included in your Cost Proposal should be described by, but not limited to, characteristics such as manufacture name, stock or part number, size, or functionality.
  - ix. Discounts. Discounts shall be clearly defined. Pricing with multiple discounts levels based on quantity, sales volume, or any other factor is allowable and must be based on a fixed or defined price or sales range or configuration of Products & Services.
  - x. No Cost-Plus Pricing. Cost-Plus Pricing is not acceptable as the primary pricing methodology for the solutions provided in your Cost Proposal. Cost-Plus Pricing can be defined as adding a markup to the cost of goods or services to arrive at a selling price. Using this pricing methodology is not accepted by Participating Agencies using Federal grant funds to purchase the Products & Services offered by Supplier.
- f. Lead Agency reserves the right to make additional investigations as it deems necessary to establish the capability of any Respondent.

## 5. AWARD

- a. Depending upon the proposals received in a given category, Lead Agency may need to organize responses into subcategories based on specific geographies, products, or services in order to provide the broadest coverage of the requests in scope of this Solicitation. Awards may be based on a subcategory.





- b. Lead Agency is under no obligation to issue a contract as a result of this Solicitation if, in the opinion of Lead Agency and the proposal review team, none of the proposals are sufficiently responsive to the objectives and needs of Lead Agency. Lead Agency reserves the right to not select any Respondent should Lead Agency decide not to proceed for any reason.
- c. In the event a Respondent's proposal is not selected, Respondent may, simultaneous to or in lieu of a protest, request in writing that Lead Agency and Respondent engage in a debriefing process, the purpose of which is to provide Lead Agency's general feedback on the Respondent's proposal in order to aid the Respondent in preparing future proposals.

## 6. PROTESTS

- a. Subject to the requirements set forth in Sections A and B of the Solicitation, a protest may be filed by a prospective or actual Respondent alleging improprieties in the issuance of the Solicitation or any other event preceding the deadline for proposal submission. The protest must be sent to via email to [RFP@ongov.net](mailto:RFP@ongov.net) and prior to the proposal's due date.
- b. Any potential or actual Respondent objecting to the award of a contract resulting from the issuance of this Solicitation may file a protest of contract award and must be submitted no later than 12:00 PM Central on the eighth (8th) calendar day after the public announcement of contract award. The Respondent(s) who would have been awarded the contract shall be notified of the receipt of the protest.
- c. Whether for a protest of the Solicitation or contract award(s), the protest must be filed in writing and must contain the following information:
  - i. The name, address, and telephone number of the protestor;
  - ii. The name and number of the Solicitation being protested;
  - iii. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
  - iv. A request for a ruling by Lead Agency;
  - v. A statement as to the form of relief requested from Lead Agency; and
  - vi. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- d. Lead Agency shall issue written decisions on all timely protests and shall notify any protestor who filed an untimely protest as to whether the protest shall be considered.
- e. An untimely protest may be considered by Lead Agency, if Lead Agency, in its sole discretion, determines that the protest raises issues significant to Lead Agency's procurement methodology. An untimely protest is one received by Lead Agency after the time periods set forth in this Section.
- f. All protests must be filed at the following location:

Greece Finance Director  
1 Vince Tofany Blvd  
Greece, NY 14612

## 7. SUSTAINABILITY SOLUTIONS AND PRACTICES

- a. It is the goal of Town of Greece to limit its carbon footprint and the environmental impact of its activities through its carbon calculator by achieving a 1% reduction each year over the next 25 years. If the Vendor participates in any sustainable practices such as, but not limited to, alternative fuels in Vendor vehicles, recyclable materials used in advertising, or sustainable features at any support facilities, please include them for consideration.

## 8. OTHER REQUIRED INFORMATION

- a. **Certifications And Licenses:** Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

b. **Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Participating entities in which work is being performed.

\_\_\_\_\_  
Respondent Signature

c. **Fingerprint & Criminal Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

\_\_\_\_\_  
Respondent Signature

d. **ANTITRUST CERTIFICATION STATEMENTS**





(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Respondent Signature

e. **IMPLEMENTATION OF HOUSE BILL 1295**

**Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

**Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th



day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**f. BOYCOTT CERTIFICATION**

Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree? \_\_\_\_\_ (Initials of Authorized Representative)

Respondent must certify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Respondent must also certify that it does not boycott energy companies; and will not boycott energy companies during the term of the contract.

Does vendor agree? \_\_\_\_\_ (Initials of Authorized Representative)

**g. TERRORIST STATE CERTIFICATION**

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree? \_\_\_\_\_ (Initials of Authorized Representative)

**h. RESIDENT CERTIFICATION**

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.



Texas or Non-Texas Resident

- ☐ I certify that my company is a **"resident Bidder"**  
☐ I certify that my company qualifies as a **"nonresident Bidder"**

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

---

Company Name

---

Address

State

Zip

**i. FEMA REQUIREMENTS**

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, Respondent should certify Respondent's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a Respondent fails to complete any item in this form, it will be considered that the Respondent's response will be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, may impact the ability of a participating agency to purchase from the Supplier using federal funds.

**1. Access to Records**

**For All Procurements**

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.



The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does vendor agree? \_\_\_\_\_ (Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

Does vendor agree? \_\_\_\_\_ (Initials of Authorized Representative)

## 2. *Changes*

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does vendor agree? \_\_\_\_\_ (Initials of Authorized Representative)

## 3. *Use of DHS Seal, Logo, and Flags*

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does vendor agree? \_\_\_\_\_ (Initials of Authorized Representative)

## 4. *Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding*

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency’s contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does vendor agree? \_\_\_\_\_ (Initials of Authorized Representative)

## 5. *No Obligation by Federal Government*

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.



v

**6. Program Fraud and False or Fraudulent Statements or Related Acts**

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does vendor agree? \_\_\_\_\_ (Initials of Authorized Representative)

**7. Affirmative Socioeconomic Steps**

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does vendor agree? \_\_\_\_\_ (Initials of Authorized Representative)

**8. License and Delivery of Works Subject to Copyright and Data Rights**

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does vendor agree? \_\_\_\_\_ (Initials of Authorized Representative)

**Town of Greece  
Form A: Proposal Certification Form**

In compliance with the solicitation specifications and the Conditions of Proposing, I, the undersigned, offer and agree to furnish any or all materials and/or services upon, which prices are offered, at the price set opposite each, to the Town within the time specified. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive proposing is a violation of state and federal law and can result in fines, prison sentences, and civil damage



awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Offeror.

By my signature below, Vendor subscribes, and Vendor affirms as true under penalties of perjury the following statement:

By submission of this proposal, each proposer and each person sign on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Solicitation Title	
Firm Name	
Address of Record	
State of Incorporation	
Mailing Address	
Federal ID Number	
Printed Name and Title	
Email Address	
Authorized Signature	
Number of Addenda Received	

**FORM B: SEXUAL HARASSMENT CERTIFICATION FORM**

Section 201-g of the New York State Labor Law requires employers to adopt a sexual harassment prevention policy, make such policy available to its employees, and provide sexual harassment training to its employees, consistent with model policies, guidance, and regulations developed by the New York State Department of Labor.

(<https://www.ny.gov/combating-sexual-harassment-workplace/employers>)

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Such certification is consistent with the requirements of New York State Finance Law Section 139-L, which provides that **a proposal shall not be considered for award nor shall any award be made to a proposer who has not completed this certification**; provided, however, that if the proposer cannot make the foregoing certification, such proposer shall so state at the time of proposal submission and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor.

By signing below, this proposal shall be deemed to have been authorized by the board of directors of such proposer, and such authorization shall be deemed to include the signing and submission of such proposal and the inclusion therein of such statement as the act and deed of the corporation.

\*\*\*\*\*

Under penalty of perjury, by signing below, I submit this proposal on behalf of the firm, and certify that the firm has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees.

Company Name	
Authorized Signature	
Printed Name and Title	
Date	
Solicitation #	
Solicitation Name	



## SECTION H – REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT

**1. NATIONAL OFFERING.** This Section H defines the expectations for qualifying Suppliers based on CoreTrust's and Lead Agency's requirements to market the resulting Master Agreement nationally to potential Participating Agencies. All transactions, purchase orders, invoices, and payments shall occur directly between Supplier and each Participating Agency, individually, and neither CoreTrust nor Lead Agency, including their respective agents, directors, employees, or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., of or incurred by any other Participating Agency. Supplier is responsible for knowing the tax laws in each state. These requirements are incorporated into and are considered an integral part of this Solicitation and are hereby incorporated into the Administration Agreement and Master Agreement. CoreTrust reserves the right to determine whether to make the Master Agreement awarded by Lead Agency available to any Participating Agency, in its sole and absolute discretion, and any party submitting a response to this Solicitation acknowledges that any award by Lead Agency does not obligate CoreTrust to make the Master Agreement available to Participating Agencies.

**2. AUTHORIZATION OF CONTRACTORS, SUBCONTRACTORS, DEALERS, RESELLERS, AND DISTRIBUTORS.** If Lead Agency or Respondent requires the use of contractors, subcontractors, dealers, resellers, or distributors to sell or service the Products & Services included in their proposal, the proposal should provide a list of or direct the proposal review team to where they can locate a list of the Respondent's dealers, resellers, or subcontractors who shall be authorized to sell through the contract in the event the Respondent receives a contract award. In the event Respondent receives a contract award and, during the term of such Master Agreement, additional or different contractors, subcontractors, dealers, resellers, or distributors are required by Lead Agency, Participating Agency, and/or Respondent (as applicable), the use of such additional or different contractors, subcontractors, dealers, resellers, or distributors shall be subject to the other party's consent (which approval shall not be unreasonably withheld, conditioned, or delayed) as evidenced in a writing signed by an authorized representative of each of Respondent and Lead Agency.

**3. AWARD BASIS.** The award of any Master Agreement resulting from this Solicitation made by Lead Agency shall be the basis through which CoreTrust makes available the Master Agreement on a national level through the CoreTrust national cooperative contract program. If multiple Respondents are awarded by Lead Agency under the Master Agreement, those same Respondents shall be required to extend the Master Agreement to Participating Agencies through CoreTrust. Utilization of the Master Agreement by Participating Agencies shall be at the discretion of the individual Participating Agency. Certain terms of the Master Agreement specifically applicable to Lead Agency (e.g. governing law) are subject to modification for each Participating Agency as Supplier, such Participating Agency, and CoreTrust shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (*i.e.* invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and Supplier (contract sales are reported to CoreTrust).

**4. MARKETING, SALES, AND ADMINISTRATIVE SUPPORT.** CoreTrust shall provide marketing, sales, and administrative support to Supplier as determined by CoreTrust to market and promote the Products & Services on a national level. Such support and Supplier obligations shall be further detailed in the Administrative Agreement and may include, without limitation, training support, marketing collateral, website materials, participation in pitches and sales calls, trade shows, advertising, and social media campaigns.





**5. ADMINISTRATIVE FEE.** Suppliers shall be obligated to remit an Administrative Fee to CoreTrust in consideration of CoreTrust's support of the Program. Such Administrative Fee shall be paid by Supplier in accordance with the terms of the Administration Agreement.

*[Remainder of page intentionally left blank.]*



**SECTION I – FORM OF MASTER AGREEMENT**

*[Attachment to Follow]*



## MASTER COOPERATIVE PURCHASING AGREEMENT

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this “**Master Agreement**”) is entered into as of the Effective Date (as defined herein) by and between Lead Agency and Supplier (each a “**Party**” and together the “**Parties**”).

### RECITALS

WHEREAS, Town of Greece is formed under New York State and serves as a lead agency (a “**Lead Agency**”) for CoreTrust Purchasing Group LLC (“**CoreTrust**”), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services (the “**Program**”) to be made available to current and prospective CoreTrust cooperative purchase program participants (“**Program Participant**”);

WHEREAS, CoreTrust is Lead Agency’s third-party procurement administrator and duly authorized agent managing procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of Lead Agency;

WHEREAS, any Public Sector Entity may participate in the Program as a Program Participant to the extent permitted by applicable state, region, territory, and/or national law. The term “**Public Sector Entity**” includes without limitation state, Town, city, special district, and/or local government entities, school districts, private and public educational institutions, political subdivisions, state/regional/territorial agencies, state/regional/territorial governments, and other entities receiving financial support from tax monies and/or public funds;

WHEREAS, CoreTrust makes its Master Agreements available through groups and associations (“**Association Partners**”) that contract with CoreTrust to provide additional benefits to such Association Partners’ members;

WHEREAS, Program Participants, Association Partners, and Association Partners’ members are referred to herein as “**CoreTrust Participants**”;

WHEREAS, Lead Agency issued a Best Value Solicitation (“**Solicitation**”) on behalf of CoreTrust Participants and solicited responses from companies (“**Respondent(s)**”) for Language Services, Interpretation and Translation; with related products and services, as further described in Supplier’s cost proposal submission (collectively, “**Products & Services**”), and awarded a contract to Supplier; and

WHEREAS, CoreTrust shall make available this Master Agreement to Program Participants for procurement of Supplier’s Products & Services, and Supplier shall provide the same to Program Participants subject to this Master Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

**1. PERSONNEL; EQUIPMENT.** Supplier shall provide the Products & Services to all Program Participants at the prices set forth in its cost proposal submission delivered in response to the Solicitation. Supplier shall engage such subcontractors, personnel, and/or specialized equipment necessary to furnish Products & Services to all Program Participants throughout the Term of this Master Agreement.

**2. SUPPLEMENTAL AGREEMENTS.** No separate agreement shall apply to the Products & Services ordered under this Master Agreement.

### 3. PRICING

a. Charges. All amounts to be paid by Program Participants for Products & Services are provided in the cost proposal attached to the Solicitation as Section O (“**Cost Proposal**”). Supplier agrees that there are no other rates, fees, charges, or other monetary incentives for Products & Services except those listed in Supplier’s Cost Proposal.

b. Restrictions. All pricing is “Not-To-Exceed,” where Program Participants shall receive pricing that does not exceed the per-unit pricing provided in Respondent’s Cost Proposal. No price increases are permitted within the first ninety (90) days after the Effective Date hereof. Thereafter, Supplier shall notify CoreTrust in writing immediately upon Supplier’s determination of any price increase, and all price increases shall be requested in writing to Lead Agency. Supplier shall deliver to Lead Agency manufacturer documentation or a formal cost justification letter simultaneous with such request. For clarity, price increases must be approved in writing by Lead Agency’s authorized representative in order to take effect, and no payment for additional materials or services beyond the amount stipulated in the Cost Proposal shall be paid without such prior approval. Supplier shall maintain all current pricing on file with CoreTrust, and shall provide to CoreTrust all price changes using the same format as was accepted in the original awarded contract.

#### 4. TERM; TERMINATION

a. Term. This Master Agreement commences as of the effective date ("**Effective Date**") identified in the Master Agreement Acceptance Form attached to the Solicitation as Section J ("**Master Agreement Acceptance Form**") and continues for the later of: (i) five (5) years; and (ii) the expiration date identified in the Master Agreement Acceptance Form ("**Termination Date**") unless extended, terminated, or canceled as set forth herein ("**Initial Term**"). Thereafter, Lead Agency may opt to renew his Master Agreement for four (4) additional one (1)s year period(s) (each, a "**Renewal Term**") unless this Master Agreement is earlier terminated as set forth herein. By the Parties' mutual written consent, the Term of this Master Agreement may be extended beyond the Initial and Renewal Term(s) ("**Extended Term**"). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the "**Term**."

b. Termination. Each Party may terminate this Master Agreement: (i) at any time upon mutual written consent of all Parties' respective authorized representatives; (ii) upon ten (10) additional days' written notice in the event another Party breaches a material obligation hereunder, and (if such breach is curable) such Party fails to cure the breach or provide acceptable reassurance to the non-breaching Party(ies) within thirty (30) calendar days of receiving written notice thereof; and/or (iii) upon five (5) business days' written notice: (1) if another Party is adjudged insolvent or bankrupt or makes any assignment for the benefit of creditors; (2) upon the appointment of a receiver, liquidator, or trustee of another Party's property or assets; or (3) upon liquidation, dissolution, or winding up of another Party's business.

c. Effect of Termination. Upon termination of this Master Agreement for any reason, all Confidential Information shall be promptly returned to the Disclosing Party. Supplier shall immediately cease all sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the effective date of termination, Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect, either directly or through some other contract vehicle. Following the effective date of termination, Lead Agency and CoreTrust shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or supplier.

**5. CONFIDENTIALITY.** This Section 5 shall apply solely to the extent permitted by applicable law. The non-public nature and details of the business relationship established hereunder, and each Party's ("**Disclosing Party**") non-public business information to which another Party (the "**Receiving Party**") becomes privy during the Term, constitute the Disclosing Party's confidential and proprietary information ("**Confidential Information**"), the disclosure, copying, or distribution of which in breach of this Master Agreement could result in harm to the Disclosing Party. Each Party shall maintain the other Parties' Confidential Information in the strictest confidence and shall not disclose, copy, or distribute the other Parties' Confidential Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees, agents, subcontractors, consultants, and suppliers with a need to know the Confidential Information who are bound: (a) in writing to these confidentiality obligations; and/or (b) by a professional duty of confidentiality. The foregoing shall not limit a Receiving Party, for purposes of marketing, from informing actual or potential CoreTrust Participants of the existence of a general contractual relationship between the Parties. The confidentiality obligations set forth in this Section shall continue in effect for the Term and thereafter for so long as permitted under applicable law. For clarity, "Confidential Information" shall not include information: (i) which is or becomes generally available to the public other than through the fault of the Receiving Party or a third party acting on the Receiving Party's behalf; (ii) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party; and/or (iii) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives (provided, such source is not known by the Receiving Party to be subject to any prohibition against transmitting the information). Notwithstanding anything to the contrary herein, if a Receiving Party is required by applicable law, legal process, and/or court of competent jurisdiction to disclose the Disclosing Party's Confidential Information, the Receiving Party shall: (1) promptly notify the Disclosing Party in writing (to the extent legally permitted) so that the Disclosing Party may seek a protective order or other appropriate remedy; (2) furnish only that portion of the Confidential Information which is legally required; and (3) reasonably cooperate with the Disclosing Party's defense against such compelled disclosure (if any), at the Disclosing Party's expense and written request.

**6. INDEMNIFICATION.** Supplier shall indemnify, defend, and hold harmless Lead Agency and their respective administrators, directors, officers, members, managers, employees, and agents (each, an "**Indemnified Party**") from and against all losses, damages, and expenses (including reasonable attorneys' fees) arising from all claims, proceedings, and/or demands ("**Claims**") asserted against an Indemnified Party resulting from the act(s) and/or omission(s) of Supplier or its employees or subcontractors in the preparation of the solicitation and later performance under this Master Agreement. The Indemnified Party shall: (a) notify Supplier in writing promptly upon discovering a Claim (provided, failure to do so shall not excuse Supplier's obligations under this Section unless Supplier is materially prejudiced by such failure), at which time Supplier shall promptly take control of the defense against such Claim; and (b) reasonably assist Supplier in its defense at Supplier's reasonable request and expense. Supplier shall not settle any Claim without the applicable Indemnified Party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. The applicable Indemnified Party shall be entitled to participate in the defense of such matter and to employ counsel at its expense to assist in such defense.

**7. INSURANCE.** During the Term and for two (2) years following expiration or termination of this Master Agreement, Supplier at its own expense shall maintain, and shall require its agents, subcontractors, and suppliers engaged in Supplier's performance of its duties hereunder to maintain, general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, and expenses arising out of its performance under this Master Agreement and with respect to, or arising out of, Supplier's provision of Products & Services to Program Participants. Lead Agency, CoreTrust, and their respective officers, directors, employees, and agents shall be named as certificate holders on Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring written notice to Lead Agency and CoreTrust at least thirty (30) days prior to the cancellation, non-renewal, and/or material modification of any such policies. Supplier shall submit to CoreTrust within ten (10) calendar days after the Effective Date, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Supplier shall provide such valid certificates on an annual basis until the terms of this Section are no longer applicable.

**8. AUDIT.** Lead Agency, whether directly or through an independent auditor or accounting firm, may perform audits of Supplier materials, including inspection of books, records, and computer data relevant to Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, such inspections and audits shall be conducted upon reasonable notice to Supplier and in a manner not unreasonably interfering with Supplier's ordinary business operations.

## **9. MISCELLANEOUS**

a. Submission Review. Lead Agency shall review proposed Respondent contract documents. Respondent's contract document shall not become part of Lead Agency's and CoreTrust's contract with Respondent unless and until an authorized representative of each of Lead Agency and CoreTrust reviews and approves it in writing.

b. General. This Master Agreement, together with all Solicitation components of the Solicitation, the components of Supplier's proposal, attachments, appendices, and exhibits hereto, constitutes the Parties' entire agreement with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same. Supplier's complete and final Solicitation response is hereby incorporated into and made part of this Master Agreement. No release, discharge, abandonment, waiver, alteration, or modification of any provision of this Master Agreement shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties. This Master Agreement should be construed without regard to any rule requiring interpretation against the drafting Party. Waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement. If any provision hereof is found by a court of competent jurisdiction to be invalid or unenforceable, it shall be enforced to the extent permissible and the remainder of this Master Agreement shall remain in full force and effect. This Master Agreement may be executed in one or more counterparts, each of which shall be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature shall be deemed an original signature. In the event of conflict between terms in this Master Agreement and the terms of the Solicitation or any section or attachment thereto, the following order of precedence applies: (i) the terms in the body of this Master Agreement; (ii) specifications and scope of work, as awarded; (iii) attachments and exhibits to the Master Agreement; (iv) the Solicitation and all attachments thereto; and (v) Respondent's proposal and all attachments thereto.

c. Force Majeure. The Parties' obligations hereunder shall be temporarily suspended during any period a Party is unable to carry out its obligations under this Master Agreement by reason of a Force Majeure Event. For purposes of this Master Agreement, a "**Force Majeure Event**" means an occurrence negatively affecting a Party's performance hereunder and which is beyond such Party's reasonable control, including an act of God or public enemy, act of terrorism, pandemic or epidemic, fire, flood, civil commotion, or closing of the public highways. No Party shall have any responsibility to the other Party for a delay in performance nor failure to perform to the extent this Master Agreement is so temporarily suspended; provided: (i) nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement; and (ii) the affected Party: (1) promptly notifies the other Party of such Force Majeure Event and the reasonably expected duration thereof; (2) exercises commercially reasonable efforts to promptly remedy, remove, or mitigate the effects of such Force Majeure Event to the extent reasonably possible; and (3) promptly resumes performance of any suspended obligation upon cessation of such Force Majeure Event.

d. Assignment. This Master Agreement and the rights and obligations hereunder are not assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, Supplier may assign its respective rights and obligations under this Master Agreement without the consent of the other Parties in the event Supplier undergoes a corporate reorganization, consolidation, merger, sale, or transfer of all or substantially all of its assets to another entity. Subject to the preceding sentence, this Master Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this Section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual written agreement of the Parties' authorized

representatives; provided, no such extension shall relieve the extending Party of its rights and obligations under this Master Agreement.

e. Relationship. Nothing contained in this Master Agreement creates any agency, partnership, or other joint enterprise between the Parties. The Parties shall at all times be independent contractors. No Party has authority to contract for or bind another Party in any manner whatsoever except as expressly permitted under this Master Agreement. This Master Agreement is made solely for the benefit of the Parties, and no third party shall acquire or have any right under or by virtue of this Master Agreement.

f. Governing Law. This Master Agreement shall be governed by and construed in accordance with the laws of the State of New York and the United States of America, without regard to their respective conflict of laws principles. THE PARTIES EACH EXPRESSLY SUBMIT AND CONSENT TO THE JURISDICTION OF ANY COURT HAVING JURISDICTION OVER Town of Greece , NEW YORK OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF NEW YORK, WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF, OR RELATING TO, THIS MASTER AGREEMENT. EACH PARTY EXPRESSLY WAIVES ANY OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE, OR *FORUM NON CONVENIENS*. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to pursue recovery of reasonable attorneys' fees and costs from the non-prevailing Party, in addition to any other relief to which such court determines the prevailing Party is entitled or awarded.

g. Survival. In addition to those provisions which by their nature survive the expiration or termination of this Master Agreement, Sections 2 and 4 through 9 shall so survive.

h. Notice. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder must be in writing and shall be deemed effective: (i) when delivered personally to the recipient; (ii) the next business day following deposit with a nationally recognized overnight courier service; and/or (iii) three (3) days following deposit with the U.S. Postal Service if by certified or registered mail, return receipt requested and postage prepaid. The Parties agree that the day-to-day business communications may be made via electronic communication. Written notices to Supplier shall be sent to the remittance address provided with Supplier's proposal, and written notices to Lead Agency shall be sent to the below address(es), as may be updated from time to time pursuant to this Section.

If to Lead Agency:

Greece Finance Director  
1 Vince Tofany Blvd  
Greece, NY 14612

With a copy to:

CoreTrust Purchasing Group LLC  
Attn: Drew Tuller, Senior Director Sales, Public Sector or designee  
Senior Director Sales, Public Sector  
601 11th Avenue North, 7th Floor  
Nashville, Tennessee 37203



**SECTION J – MASTER AGREEMENT ACCEPTANCE FORM**

*[Attachment to Follow]*

**MASTER AGREEMENT ACCEPTANCE FORM**

**RESPONDENTS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE IN ORDER TO BE CONSIDERED FOR AN AWARD.**

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this Solicitation and the Master Agreement at the prices proposed within the submitted proposal, unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent, and that the contents of this proposal as to prices, terms, or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company Name	[TO BE COMPLETED BY SUPPLIER]
Address	[TO BE COMPLETED BY SUPPLIER]
City/State/ZIP	[TO BE COMPLETED BY SUPPLIER]
Phone Number	[TO BE COMPLETED BY SUPPLIER]
Email Address	[TO BE COMPLETED BY SUPPLIER]
Printed Name	[TO BE COMPLETED BY SUPPLIER]
Job Title	[TO BE COMPLETED BY SUPPLIER]
Authorized Signature	

Master Agreement Effective Date	TBD
Master Agreement Termination Date	TBD
Contract Number	TBD

**[SUPPLIER]****TOWN OF GREECE**\_\_\_\_\_  
Authorized Signature\_\_\_\_\_  
Authorized Signature\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Title\_\_\_\_\_  
Title\_\_\_\_\_  
Date\_\_\_\_\_  
Date





**SECTION K – FORM OF ADMINISTRATION AGREEMENT**

*[Attachment to Follow]*



## ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT, including the Terms and Conditions attached hereto as Attachment A (collectively, this “**Admin Agreement**”) is entered into as of **[CLICK HERE TO ENTER DATE]** (“**Effective Date**”) by and between CoreTrust Purchasing Group LLC, a Delaware limited liability company (“**CoreTrust**”) and the Party identified in the table below (“**Supplier**”) (each a “**Party**” and together the “**Parties**”).

This Admin Agreement sets forth certain terms between CoreTrust and Supplier that apply to Supplier’s provision of Products & Services to governmental agencies participating in CoreTrust’s national cooperative purchasing program (“**Participating Agencies**”). For purposes of this Admin Agreement, any lead agency shall also be a Participating Agency.

<b>Supplier Full Name:</b>	<b>[TO BE COMPLETED BY SUPPLIER]</b>
<b>Supplier Address:</b>	<b>[TO BE COMPLETED BY SUPPLIER]</b>

<b>Supplier National Account Manager:</b>		<b>Notice Address(es)* per Section 6(f):</b>
Name:	<b>[TO BE COMPLETED BY SUPPLIER]</b>	<b>[TO BE COMPLETED BY SUPPLIER]</b> <i>*Please identify above any additional addresses to which a simultaneous copy should be sent.</i>
Title:	<b>[TO BE COMPLETED BY SUPPLIER]</b>	
Telephone:	<b>[TO BE COMPLETED BY SUPPLIER]</b>	
Email:	<b>[TO BE COMPLETED BY SUPPLIER]</b>	

<b>CoreTrust Point of Contact:</b>		<b>Notice Address(es) per Section 6(f):</b>
Name:	Drew Tuller	CoreTrust Purchasing Group LLC Attn: Chief Revenue Officer 601 11th Avenue North, 7th Floor Nashville, Tennessee 37203  With a copy to: CoreTrust Purchasing Group LLC Attn: General Counsel 601 11th Avenue North, 7th Floor Nashville, Tennessee 37203
Title:	Senior Director Sales, Public Sector	
Telephone:	518-538-1948	
Email:	<a href="mailto:Drew.Tuller@coretrustpg.com">Drew.Tuller@coretrustpg.com</a>	

IN WITNESS WHEREOF, CoreTrust and Supplier have signed this Admin Agreement by their duly authorized representatives as of the Effective Date.

**CORETRUST PURCHASING GROUP LLC****SUPPLIER**\_\_\_\_\_  
Authorized Signature\_\_\_\_\_  
Authorized Signature\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Printed Name

## ATTACHMENT A – TERMS AND CONDITIONS

### 1. PARTY OBLIGATIONS

a. Mutual. Each Party shall cooperate in good faith to reasonably enable each Participating Agency's procurement of the Products & Services as contemplated hereunder.

b. CoreTrust. In addition to and without limiting Sections 1(a) and 4, CoreTrust shall conduct the following activities pursuant to this Admin Agreement and (as applicable) the Plan:

(i) Supplier Sales Training. CoreTrust shall during the Term develop, as appropriate and subject to Supplier approval (which approval shall not be unreasonably withheld, conditioned, or delayed), various sales training materials, sales tools, and marketing collateral to promote Supplier's Products & Services. In addition to the foregoing, CoreTrust shall (as appropriate) during the Term, and subject to CoreTrust's scheduling requirements: (1) conduct periodic sales trainings with Supplier sales representatives assigned to sell Products & Services; (2) provide such sales representatives with marketing collateral and sales tools to utilize with the Organizations, with particular focus on CoreTrust's procurement process and Organizations' legal ability in any applicable state (as further described in the Attachments) to purchase Products & Services without having to conduct their own bid or Solicitation process; and (3) attend at least one Supplier company-wide sales and / or leadership meeting per year.

(ii) General Sales Support. CoreTrust shall, subject to CoreTrust's scheduling requirements, engage in Supplier sales efforts as agreed in writing between the Parties through participating in: (1) individual sales calls; (2) joint sales calls; (3) communications and customer service; (4) discussions and communication with Organizations during the sales process to address questions related to CoreTrust's procurement process, legal authority to purchase through the Cooperative Program, and Cooperative Program design; (5) trainings for Participating Agencies' teams; (6) regular business reviews to monitor Cooperative Program success; and (7) general contract administration.

(iii) Marketing. CoreTrust shall incorporate information about the Products & Services into CoreTrust's website and general collateral materials. CoreTrust and Supplier shall jointly develop and approve marketing materials to promote Products & Services, such as website content, print materials, talking points, press releases, and general correspondence. Subject to CoreTrust's scheduling requirements, CoreTrust shall market the Products & Services to Organizations as part of CoreTrust's ongoing Cooperative Program and other marketing activities, which may consist of: (1) general marketing of all of CoreTrust's master agreements, including Supplier's Products & Services; (2) marketing of Supplier's Products & Services specifically and / or as part of a package of selected master agreements to targeted Organizations; and (3) attending trade shows, conferences, and meetings, among other activities in CoreTrust's reasonable discretion.

c. Supplier. In addition to and without limiting Sections 1(a) and 4, Supplier shall conduct the following activities pursuant to this Admin Agreement and (as applicable) the Plan:

(i) Contract Administrator; Registration. Supplier shall identify a national account manager on the Cover Page and a separate executive corporate sponsor, each of whom is responsible for the overall management of this Admin Agreement, and notify CoreTrust promptly in writing following any change to such designee(s). Supplier is responsible for ensuring that each Organization has completed CoreTrust's registration process as designated by CoreTrust to Supplier prior to processing such Organization's first order.

(ii) Sales Commitment. Supplier shall market the Cooperative Program in the public sector as more thoroughly described in this Admin Agreement and the Plan. Supplier shall make available to interested Organizations such price lists or quotes as may be necessary for such Organizations to evaluate potential purchases of Products & Services, including without limitation publicizing and directly marketing to the Organizations (through print materials, appearances at conferences and promotional events, and other advertising and marketing activities) the benefits of CoreTrust's Cooperative Program and purchasing Products & Services through Supplier. Where Supplier has an existing contractual relationship for Products & Services with a state, Supplier shall notify such state of the Cooperative Program and transition the state to the pricing, terms, and conditions of a CoreTrust master agreement upon the state's request; provided, regardless of whether the state decides to transition to such master agreement, Supplier shall offer such master agreement to all Organizations located within the state.

(iii) Marketing and Training Commitment. Supplier shall, as more thoroughly set forth in the Plan (as applicable): (1) conduct training and education services about the Cooperative Program for the Organizations according to CoreTrust's reasonable scheduling requirements; (2) provide CoreTrust access to and use of Supplier's documents, presentations, and other materials applicable to this Admin Agreement and the services contemplated hereunder to enable CoreTrust to promote its Cooperative Program as contemplated hereunder; and (3) upon CoreTrust's reasonable request, provide information about the Participating Agencies' procurement of Products & Services which CoreTrust may use to improve its procurement processes.

(iv) Plan. Supplier shall work with CoreTrust to develop a Plan within the first ninety (90) days of the Term.

(v) Supplier Content. As requested by CoreTrust, Supplier shall provide Supplier Content for use on CoreTrust websites and for general marketing and publicity purposes as contemplated hereunder. During the Term, Supplier hereby grants to CoreTrust and its affiliates a non-exclusive, worldwide, royalty-free, transferable and sublicensable right and license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content to perform CoreTrust's obligations under this Admin Agreement.

(vi) Performance Review. During the Term, upon CoreTrust's reasonable request, Supplier shall participate in a performance review meeting with CoreTrust to evaluate Supplier's performance hereunder with respect to the marketing of the Program.

## 2. TERM; TERMINATION

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- a. **Term.** The Term of this Admin Agreement is five (5) years, with one 1-year renewal.
- b. **Termination.** Supplier's failure to maintain its covenants and commitments contained in this Admin Agreement shall constitute a material breach of this Admin Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, CoreTrust shall have the right to terminate this Admin Agreement, at CoreTrust's sole discretion.
- c. **Effects of Termination.** Upon termination of this Admin Agreement for any reason: (i) Supplier shall continue making Administrative Fee payments to CoreTrust generated by Participating Agencies' purchase of Products & Services to the extent that Supplier continues to generate revenue from each Participating Agency's purchase of such Products & Services; and (ii) each Party shall immediately cease use of the other Party's trademarks, names, and logos.

## 3. FEES

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- a. **Administrative Fee.** Supplier shall pay CoreTrust the Administrative Fee for the preceding calendar month no later than thirty (30) days following the end of such calendar month. The Administrative Fee is payable in U.S. Dollars via wire to the payment account designated in writing by CoreTrust. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one-and-one-half percent (1.5%) per month or the maximum rate permitted by law until paid in full.
- b. **Reporting.** No later than thirty (30) days after the end of each calendar month during the Term, Supplier shall deliver to CoreTrust the Administrative Fee Report. CoreTrust may compare Supplier's Administrative Fee Report with Participating Agencies' records and, if CoreTrust identifies a material discrepancy, CoreTrust shall notify Supplier in writing, and Supplier shall have thirty (30) days thereafter to resolve such discrepancy to CoreTrust's reasonable satisfaction. If such resolution requires payment of additional Administrative Fee amounts, Supplier shall remit payment of such balance to CoreTrust no later than fifteen (15) days thereafter; provided, if Supplier disputes CoreTrust's finding(s) of a discrepancy and / or the underlying Participating Agency documentation, the Parties shall engage an independent auditor to evaluate such discrepancy, and the cost of such independent audit shall be borne by Supplier. Additionally, in an effort to provide Participating Agencies transparency, Supplier will work with CoreTrust in providing transactional reporting via SFTP process or API connection ("**Agency Report**"). The Agency Report will capture itemized spend information, to the extent possible, identified by a Participating Agency, and will occur at a cadence set by CoreTrust, not to exceed monthly.
- c. **Audit.** CoreTrust, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits of Supplier's records related to its performance under this Admin Agreement, including inspection of books, records, and computer data relevant to Supplier's provision of Products & Services to Participating Agencies, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, such inspections and audits shall be conducted upon reasonable notice to Supplier and so as not to unreasonably interfere with Supplier's business or operations.

## 4. REPRESENTATIONS & WARRANTIES

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- a. **Mutual.** Each Party hereby represents, warrants, and covenants that it does as of the Effective Date and shall during the Term comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
- b. **By Supplier.** Supplier hereby represents and warrants that: (i) this Admin Agreement has received all necessary corporate authorizations and support of Supplier's executive management; (ii) it shall promote and market CoreTrust's Cooperative Program to Organizations; (iii) its sales force shall be trained, engaged, and committed to offering a master agreement to Organizations through CoreTrust in the geographies agreed between the Parties; (iv) all sales under such master agreement shall be accurately and timely reported to CoreTrust; (v) its sales force shall be compensated, including sales incentives, for sales to Participating Agencies under the master agreement in a consistent or better manner compared to sales to Organizations if Supplier were not awarded such master agreement; (vi) it is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (vii) Supplier Content and any other materials or services provided to CoreTrust as contemplated hereunder shall not infringe, misappropriate, or otherwise violate the intellectual property or proprietary rights of any third party.

## 5. INDEMNIFICATION; LIMITATION OF LIABILITY

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- a. **Indemnification.** Supplier shall indemnify, defend, and hold harmless each Participating Agency and CoreTrust, and their respective administrators, directors, officers, members, managers, employees, and agents ("**Indemnified Parties**") from and against all losses, damages, and expenses (including reasonable attorneys' fees) ("**Losses**") arising from all claims, proceedings, and / or demands ("**Claims**") resulting from Supplier's breach of its representations, warranties, and / or covenants under this Admin Agreement, and / or the actions of Supplier and its employees or subcontractors in the performance of Supplier's obligations under this Admin Agreement.
- b. **Disclaimer.** With respect to any purchases by any Participating Agency, CoreTrust shall not be: (i) construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier or any Participating Agency; (ii) obligated by, liable for, or in any way responsible for the Products & Services or any order of Products & Services made by any Participating Agency or any employee thereof or for any payment required to be made with respect to such order for Products & Services; and / or (iii) obligated by, liable for, or in any way responsible for any failure by any Participating Agency to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase Products & Services. CoreTrust makes no representation or guaranty with respect to any minimum purchases by any Participating Agency, whether individually or collectively, or any employee thereof under this Admin Agreement. CORETRUST EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING CORETRUST'S PERFORMANCE AS A CONTRACT ADMINISTRATOR. CORETRUST SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN

IF CORETRUST IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The terms of this Section 5 shall survive the termination of this Admin Agreement.

## **6. MISCELLANEOUS**

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a. General. This Admin Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior agreements, arrangements, representations, and understandings relating to the same (written or oral). All Attachments hereto are hereby incorporated and made a part of Admin Agreement. Any conflict among the terms and conditions of any document associated herewith shall be resolved in the following order of precedence: (i) any Attachment; (ii) these Terms and Conditions; and (iii) any other such associated document. This Admin Agreement may be amended, modified, or supplemented only by a written document expressly indicating such intent of the Parties that is executed and delivered by an authorized representative of each Party. No failure or delay by a Party in exercising any right, power, or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise thereof preclude any further exercise of any right, power, or privilege. If a court of competent jurisdiction finds any provision of this Admin Agreement unenforceable or invalid, then such provision shall be ineffective to the extent of the court's ruling, and all remaining portions of the Admin Agreement remain in full force and effect. This Admin Agreement may be executed in two or more counterparts, and manually-executed counterparts may be delivered in electronic form, each of which is deemed an original, and all of which together constitute one and the same instrument. Paragraph headings contained herein are for reference only and are not substantive parts of this Admin Agreement. The use of the singular or plural shall include the other form. As used in this Admin Agreement, all references to "include" or "including" mean inclusive by way of example, and not restrictive by way of limitation, and all references to "day(s)" mean calendar days unless otherwise indicated. This Admin Agreement shall not be construed as prepared by one Party, but rather as if the Parties jointly prepared the same.

b. Relationship. Nothing contained in this Admin Agreement creates any agency, partnership, or other joint enterprise between the Parties. The Parties shall at all times be independent contractors. Neither Party has authority to contract for or bind the other in any manner whatsoever except as expressly set forth in this Admin Agreement. This Admin Agreement is made solely for the benefit of the Parties, and no other persons shall acquire or have any right under or by virtue of this Admin Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Admin Agreement, in whole or in part.

c. Assignment. Supplier shall not assign this Admin Agreement nor its rights or obligations hereunder without CoreTrust's advance written consent. CoreTrust may in its sole discretion assign this Admin Agreement and / or its rights or obligations hereunder, if to a legal entity that has the authority and capacity to perform CoreTrust's obligations under this Admin Agreement. Any assignment in violation of this Section shall be null and void. This Admin Agreement shall bind upon and inure to the benefit of the Parties, their successors, and permitted assigns.

d. Governing Law. This Admin Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and the United States of America, without regard to their respective conflict of laws principles. SUPPLIER AND CORETRUST EACH EXPRESSLY SUBMIT AND CONSENT TO THE JURISDICTION OF ANY TENNESSEE STATE COURT SITTING IN NASHVILLE, TENNESSEE OR THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF, OR RELATING TO, THIS ADMIN AGREEMENT. EACH PARTY EXPRESSLY WAIVES ANY OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE, OR *FORUM NON CONVENIENS*.

e. Force Majeure. The Parties' obligations hereunder shall be temporarily suspended during any period a Party is unable to carry out its obligations under this Admin Agreement by reason of a Force Majeure Event. Neither Party shall have any liability to the other Party for a delay in performance nor failure to perform to the extent this Admin Agreement is so temporarily suspended; provided: (i) nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Admin Agreement; and (ii) the affected Party: (1) promptly notifies the other Party of such Force Majeure Event and the reasonably expected duration thereof; (2) exercises commercially reasonable efforts to promptly remedy, remove, or mitigate the effects of such Force Majeure Event to the extent reasonably possible; and (3) promptly resumes performance of any suspended obligation upon cessation of such Force Majeure Event.

f. Notices. Each Party shall deliver all notices hereunder to the respective address provided on the Cover Page (as a Party may update pursuant to this Section 6(f)), by: (i) personal h, effective on delivery; (ii) certified mail, return receipt requested and postage prepaid, effective three (3) days following deposit with the U.S. Postal Service; or (iii) nationally recognized overnight courier service, effective the next business day following deposit therewith. The Parties may exchange correspondence via email concerning ordinary business matters hereunder; provided, formal notices due under this Admin Agreement are not effective unless sent pursuant to this Section 6(f).

g. Publicity. A Party may issue press releases or other public announcements with respect to this Admin Agreement only with the prior written consent of the other Party's authorized representative. CoreTrust may use Supplier's trademarks, names, and logos as provided by Supplier to CoreTrust. CoreTrust authorizes Supplier to use CoreTrust's trademarks, names, and logos solely as provided by CoreTrust to Supplier and for the purposes of this Admin Agreement. Each Party's use of the other Party's trademarks, names, and logos shall be limited to standard communication, including correspondence, newsletters, and website material, and joint marketing efforts, including, but not limited to, utilizing the same on correspondence, collateral, agreements, websites, newsletters, or other marketing materials promoting the Products & Services pursuant to this Admin Agreement. Notwithstanding the foregoing, the Parties understand and agree that except as provided herein, no Party shall have any right, title, or interest in the other Party's trademarks, names, and/or logos.

## 7. DEFINITIONS

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- (a) “**Administrative Fee**” means an amount equal to three percent (3%) of the total sales price of all Products & Services purchased by the Participating Agencies and billed by Supplier (excluding taxes).
- (b) “**Administrative Fee Report**” means an electronic report summarizing all sales made under the Cooperative Program during the preceding calendar month, in the form attached hereto as Schedule 1.
- (c) “**Attachment**” means the appendices attached hereto and made a part of this Admin Agreement.
- (d) “**Force Majeure Event**” means an occurrence negatively affecting a Party’s performance hereunder and which is beyond a Party’s reasonable control, including an act of God or public enemy, act of terrorism, pandemic or epidemic, fire, flood, civil commotion, or closing of the public highways.
- (e) “**Cooperative Program**” means CoreTrust’s group purchasing organization operations, including without limitation its arrangements with certain vendors, strategic service partners, and other group purchasing entities.
- (f) “**Organization(s)**” means (collectively) state, Town, city, special district, and / or local government entities, school districts, private and public educational institutions, political subdivisions, state / regional / territorial agencies, state / regional / territorial governments, and other governmental agencies and nonprofit organizations.
- (g) “**Plan**” means the sales and marketing plan through which the Parties shall advertise the Cooperative Program and benefits associated therewith to the Organizations, which plan shall include without limitation details concerning: (i) issuing co-branded press releases; (ii) publishing Cooperative Program details and contact information on both CoreTrust and Supplier websites; (iii) scheduling and holding training on any master purchasing agreement for the sales teams of both CoreTrust and Supplier; (iv) jointly participating in national and regional conferences; (v) jointly attending national and regional Participating Agency networking events; and (vi) designing, publishing, and distributing co-branded marketing materials; (vii) engaging in ongoing marketing and promotion of the Cooperative Program for the entire Term (e.g., developing and presenting case studies, collateral pieces, and presentations).
- (h) “**Products & Services**” means those products and services provided or otherwise made available by Supplier under this Admin Agreement.
- (i) “**Supplier Content**” means graphics, media, and other content Supplier provides or otherwise makes available to CoreTrust hereunder.



## SCHEDULE 1 TO ATTACHMENT A - FORM OF ADMINISTRATIVE FEE REPORT

	File Type:	ADMIN	Lead Agency ID:	
	Supplier Name:		Related Check/Wire #:	
	Contract Number:		Check/Wire Amount:	
	Month:		Total Fees for this Month for this contract:	
	Year:			
	<b>NOTE: For a complete list of Participating Agency ID's please check the CoreTrust Participating Agency Roster that is emailed to you by the CoreTrust. Every Participating Agency must have an ID listed with it. Please contact Customer Service at <a href="mailto:gethelp@coretrustpg.com">gethelp@coretrustpg.com</a> if you need assistance.</b>			
	<b>DO NOT DELETE THIS ROW OR MARK IN CELL "A10" OR THE SYSTEM WILL NOT ACCEPT THE FILE.</b>			
	Participating Agency ID (Provided by CoreTrust)	Participating Agency Name	Monthly Net Sales	Monthly Admin Fees

*\*All amounts to be stated in U.S. Dollars.*



**Section L – Form of Master Intergovernmental Cooperative Purchasing Agreement**

*[Attachment to Follow]*



## MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

THIS MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Lead Public Agency Certificate (“**Lead Agency(ies)**”) with CoreTrust Purchasing Group LLC (“**CoreTrust**”) to be appended and made a part hereof, and other government agencies (collectively, with Lead Agency, a “**Program Participant**”) who participate in the cooperative purchasing programs administered by CoreTrust and / or its affiliates and subsidiaries (collectively, “**Program**”) in the manner designated by Lead Agency and/or CoreTrust.

### RECITALS

**WHEREAS**, after a competitive solicitation and selection process conducted by Lead Agencies, Lead Agencies enter into master agreements (“**Master Agreements**”) with awarded suppliers to provide a variety of goods, products, and services (“**Products & Services**”) to the applicable Lead Agency and Program Participants;

**WHEREAS**, Master Agreements are made available to Program Participants by Lead Agencies through the Program and provide that Program Participants may voluntarily purchase Products & Services on the same terms, conditions, and pricing as Lead Agency, subject to any applicable federal and / or local purchasing ordinances and the laws of the state of purchase;

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

**WHEREAS**, in addition to Master Agreements, the Program may from time-to-time offer Program Participants the opportunity to acquire Products & Services through other group purchasing agreements.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

- 1. COOPERATION.** Each party shall facilitate the cooperative procurement of Products & Services.
- 2. COMPLIANCE WITH LAWS.** The procurement of Products & Services by the Program Participant shall be conducted in accordance with and subject to the relevant federal, state, and local statutes, ordinances, rules, and regulations that govern Program Participant’s procurement practices.
- 3. COMPLIANCE WITH CONTRACTUAL REQUIREMENTS.** The cooperative use of Master Agreements and other group purchasing agreements shall be conducted in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state, or local law.
- 4. INFORMATION SHARING.** The Lead Agencies shall make available, upon reasonable request, information about Master Agreements which may assist in facilitating and improving the procurement of Products & Services by the Program Participant.
- 5. AGREEMENT ACCESS.** Program Participant agrees that the Program may provide access to group purchasing organization (“**Cooperative**”) agreements directly or indirectly by enrolling Program Participant in another Cooperative’s purchasing program; provided, the purchase of Products & Services shall be at Program Participant’s sole discretion.
- 6. PAYMENT.** Program Participant shall make timely payments to the distributor, manufacturer, or other vendor (each a “**Supplier**”) for Products & Services procured and received through any Master Agreement (each a “**CoreTrust Agreement**”) in accordance with the terms and conditions of the Master Agreement.
- 7. ADMINISTRATIVE FEE.** Program Participant acknowledges and agrees that CoreTrust may receive fees (“**Administrative Fees**”) from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by a Program Participant under a CoreTrust Agreement.
- 8. RESTRICTIONS.** Program Participant agrees that Products & Services purchased under any Master Agreements are for Program Participant’s own use in the conduct of its business, and in no event shall Program Participant sell, resell, lease, or otherwise transfer goods purchased through CoreTrust Agreements to an unrelated third party unless expressly permitted by the terms of the applicable CoreTrust Agreement.
- 9. REMEDY; DISPUTE.** Payment for Products & Services and inspections and acceptance of Products & Services ordered by Program Participant shall be the exclusive obligation of Program Participant. Disputes between Program Participant and any Supplier shall be resolved in accordance with the law and venue rules of the state of purchase unless otherwise agreed to by Program Participant and Supplier. The exercise of any rights or remedies by Program Participant shall be the exclusive obligation of Program Participant.

**10. NON-CIRCUMVENTION.** Program Participant shall not use this Agreement or the terms and conditions of any CoreTrust Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

**11. DISCLAIMER.** Program Participant shall be responsible for the ordering of Products & Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a party procuring Products & Services under this Agreement. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CORETRUST MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING ANY PRODUCTS & SERVICES OR CORETRUST AGREEMENT AND SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY SUPPLIER OR OTHER PARTY UNDER A CORETRUST AGREEMENT.

**12. TERMINATION.** This Agreement shall remain in effect unless terminated by one party giving thirty (30) days' written notice to the other party. The provisions of Sections 5, 6, 7, 8, and 9 hereof shall survive any such termination.

**13. SEVERABILITY.** If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**14. ASSIGNMENT.** This Agreement and the rights and obligations hereunder are not assignable by either party hereto without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned, or delayed); provided, Program Participant and CoreTrust may assign their respective rights and obligations under this Agreement without the consent of the other party in the event either Program Participant or CoreTrust shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this Section 14 shall be null and void.

**15. ENTIRE AGREEMENT.** This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

**16. LIABILITY.** To the extent not prohibited by law, Program Participant shall indemnify, defend, and hold harmless CoreTrust and its directors, officers, members, managers, employees, and agents ("**Indemnified Parties**") from and against all losses, damages, and expenses (including reasonable attorneys' fees) ("**Losses**") arising from all third-party claims, proceedings, and / or demands ("**Claims**") resulting from the activities of Supplier and its employees or subcontractors in connection with the Program. CORETRUST SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF CORETRUST IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PARTIES ACKNOWLEDGE AND AGREE CORETRUST SHALL NOT BE LIABLE FOR ANY ACTION, OR FAILURE TO TAKE ACTION, OF SUPPLIER IN CONNECTION WITH THE PERFORMANCE OF SUPPLIER'S OBLIGATIONS UNDER A CORETRUST AGREEMENT.

**17. ACKNOWLEDGMENT.** Each party to this Agreement acknowledges it has read the Agreement and represents and warrants that it has the necessary legal authority and is legally authorized to execute and enter into this Agreement.

**18. COMMENCEMENT.** This Agreement shall take effect upon: (i) executing a Lead Public Agency Certificate; or (ii) the Program Participant registering on any Program website or other formal written means, as applicable.



**SECTION M – LEAD PUBLIC AGENCY CERTIFICATE**

*[Attachment to Follow]*



**LEAD PUBLIC AGENCY CERTIFICATE**

In its capacity as a Lead Agency for the CoreTrust Program, Town of Greece has read and agrees to the general terms and conditions set forth in the Master Intergovernmental Cooperative Purchasing Agreement ("**MICPA**") regulating the use of the Master Agreements and purchase of Products & Services that from time to time are made available by Lead Agency to Program Participants nationwide through CoreTrust. Copies of Master Agreements and any amendments thereto made available by Lead Agency shall be provided to Suppliers and CoreTrust to facilitate use by Program Participants.

I understand that the purchase of one or more Products & Services under the provisions of the MICPA is at the sole and complete discretion of the Program Participant.

**LEAD AGENCY**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



**SECTION N – TECHNICAL PROPOSAL**



**SECTION O – COST PROPOSAL**