NOTICE TO RESPONDENT

Best Value Solicitation

Issued by:

**ONONDAGA COUNTY DIVISION OF PURCHASE**

for

**Language Translation and Interpretation Services**

**SUBMITTAL DEADLINE: 2:00 pm February 28, 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 Agency's and Lead Agency's respective statutory and regulatory requirements with which Supplier must comply.<br><br>*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. |

## 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:

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

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 K – Administration Agreement
7. Section L – Master Intergovernmental Cooperative Purchasing Agreement
8. Section I – Master Agreement
9. Section N – Technical Proposal
10. Section O – Cost Proposal

## APPENDIX A – REQUIREMENTS

### SECTION A – PARTICIPATING AGENCY REQUIREMENTS

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## SECTION B – LEAD AGENCY REQUIREMENTS

**1. Clauses Required by Law**

a. Each and every provision of law and clause required by law to be part of this agreement shall be deemed part of this agreement and to have been inserted in this agreement and shall have the full force and effect of law.

**2. Governing Laws and Regulations:**

a. The bidder is required to comply with all applicable provisions of the laws of the Municipality, the State of New York, and the United States of America, which affect municipalities and municipal contracts and, in particular, the state's Labor Law, General Municipal Law, Workmen's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Environmental Law and all State and Local Health laws, rules and regulations.

b. The bidder's special attention is called to those laws and requirements set forth below:

i. Section 103-d of the state's General Municipal Law requires the signing of a non-collusion certification, which reads:

> "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 certified as to its own organization, under the penalty of perjury, that to the best of knowledge and belief:
>
> (1) 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;
>
> (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to 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."

ii. In making his bid, the bidder warrants that this bid is made without any connection with any person making another bid for the same contract and that the bid is in all respects fair, and without collusion or fraud; also that no member of the County Legislature or other officer of the Municipality(ies) or any person employed by the Municipality(ies) is directly or indirectly interested in said bid or in the supplies or work to which it relates or in any portion of the profits thereof.

iii. The Toxic Waste Right to Know Law requires the bidder, supplier, manufacturer to provide to Municipality(ies) upon delivery any and all information required by law. Municipality(ies) reserve(s) the right to refuse shipments and payment when material safety data sheets (MSDS) are not supplied on delivery or request.

iv. The Bidder will maintain Worker's Compensation during the life of this contract for the benefit of the bidder's employees as approved in Chapter 41 of the Laws of 1914 and all subsequent acts amending.

v. The provisions of Section 220 of the State's Labor Law are deemed a part of every proposal with the same force and effect as if set forth at length.

vi. Fair Employment Clause: The Onondaga County Legislature (Res. 282-73) requires contractors to support the Municipality(ies) goals in equal employment opportunity. By signing this bid, the contractor agrees:

"That it will not discriminate and that it will take affirmative action to promote non-discrimination in hiring, recruitment, training, promotion and wage practices and take procedures to prevent reverse discrimination, and

"That such affirmative action shall include but not limited to incorporation of appropriate equal opportunity language in all employment recruitment efforts, notifications to appropriate unions of the contractors' obligations hereunder, incorporation of affirmative action conditions in any subcontract, and

"That it will complete and submit the required HRC Form #1 and other required equal employment reports to the Human Rights Commission of Syracuse, and Municipality(ies), and (when additional State and Federal mandates may apply)

"That it will on good faith consult with and cooperate with Fair Employment staff of the local Human Rights Commission in order to achieve compliance with any other applicable Equal Employment Opportunity Laws and Regulations.

Exemptions from local requirements only for employers with less than 25 employees; for non-construction contracts of less than $2,500 (unless vendor does more than $10,000 in business with the County in a year) and for construction contracts of less than $10,000.

vii. For construction projects that disturb more than one acre in total, construction contractors will be responsible for implementing storm water runoff control measures in accordance with the specifications. All construction projects disturbing more than one acre must control storm water runoff in full compliance with the SPDES general permit for storm water discharge from construction activity. The selected contractor will certify their intent to comply with the Municipality(ies) storm water management program.

viii. By submission of this bid, each bidder and each person signing on behalf of any bidder certified, 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 their knowledge and belief that each bidder is not on the list created pursuant of paragraph (b) of subdivision 3 of section 165-a of the state finance law"

In the absence of the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law each bidder and each person signing on behalf of any bidder certifies that to the best of their knowledge the vendor:

(a) Does not provide goods or services of twenty million dollars or more in the energy section of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; AND

(b) Is not a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

**3. Liability Insurance**

a. Vendor shall obtain, from an Vendor authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York and having an A. M. Best Company, Inc. financial strength rating of A- or better and an A. M. Best Company, Inc. financial size category of XV, personal injury liability insurance, as personal injury liability insurance is defined by New York State's Insurance Law § 1113 (a) (13), and property damage liability insurance, as property damage liability insurance is defined by New York State's Insurance Law § 1113 (a) (14), covering and applying to legal liability of the insured for damages, and to loss, damage, or expense incident to a claim of such liability, arising out of the death or injury of any person or out of injury to the economic interests of any person as the result of negligence in the rendering expert, fiduciary, or professional service or out of the loss or destruction of or damage to property, that occurs in the performance of, or in connection with, or collateral to, this agreement.

b. Vendor shall obtain the personal injury liability insurance and the property damage liability insurance by insurance contract or contracts, as insurance contract is defined by New York State's Insurance Law § 1101 (a) (1), specified and described in this agreement. Each insurance contract shall name Vendor as the insured in its declarations. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the Vendor to name, make, and add County as additional insured so as to obligate the Vendor to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a claim of the legal liability of County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the Vendor to obligate the Vendor to provide the personal injury liability insurance and property damage liability insurance to County, as primary to, and not seek contribution from, any other insurance available to County by any other insurance contract naming County as the insured. Each insurance contract shall be endorsed by the Vendor to obligate the Vendor to give County written notice of any termination or substantive change of the insurance contract, at least 30 days before the termination or substantive change, by the Vendor's delivering the notice to County's Department of Law, John H. Mulroy Civic Center, 421 Montgomery Street, Syracuse, NY 13202. Each insurance contract shall be approved and accepted by County.

c. Vendor shall obtain these insurance contracts:

d. Commercial general liability insurance contract that shall obligate the Vendor to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, however arising, in a minimum amount $1 million for each occurrence of, and in a minimum amount of $2 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

e. Automobile liability insurance contract that shall obligate the Vendor to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the

insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the ownership, maintenance, or use of any motor vehicle, as motor vehicle is defined by New York State's Vehicle and Traffic Law § 125, in a minimum amount of $1 million for each occurrence of death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

f. Umbrella liability insurance contract that obligates the Vendor to provide personal injury liability insurance and property damage liability insurance, in excess of that personal injury liability insurance and property damage liability insurance provided by any commercial general liability insurance contract, automobile liability insurance contract, and professional liability insurance contract required by this agreement, in a minimum amount of $1 million for each occurrence of death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

g. Professional liability insurance contract that shall obligate the Vendor to provide personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the insured's business, trade, occupation, or practice of a profession for which a license is required by a governmental authority of the state of New York, in a minimum amount of $2 million for each occurrence of, and in a minimum amount of $4 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

h. Onondaga County reserves the right to amend, lower, or require additional insurance or endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work proposed under this Solicitation.

i. Vendor shall deliver to County's Department of Law, before this agreement may be made or performed, and from time to time as is reasonable, as evidence that Vendor has obtained the insurance as required by this agreement, both a form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Vendor and copies of the declarations of each insurance contract referred to in the form certificate of insurance. At the request of County, Vendor shall deliver to County's Department of Law a copy of any insurance contract required by this agreement.

**4. Workers' Compensation and Disability Benefits**

This agreement shall be void and of no effect unless Vendor and other person or entity making or performing this agreement shall secure compensation for the benefit of, and keep insured during the life of this agreement, the employees engaged thereon, in compliance with the provisions of the New York State workers' compensation law.

Vendor shall show, before this agreement may be made or performed, and at all times during the life of this agreement, that Vendor, and other person or entity performing this agreement, is in compliance with the provisions of the New York State workers' compensation law, by Vendor 's delivering to County's Department of Law that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

1. Board form C-105.2 (Fund form U-26.3, if the Vendor is the State Insurance Fund), subscribed by the Vendor, showing that Vendor, and other person or entity making or performing this agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Vendor, and other person or entity making or performing this agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Vendor, and other person or entity making or performing this agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Vendor, and other person or entity making or performing this agreement, or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5. Board form DB-120.1, subscribed by the Vendor, showing that Vendor, and other person or entity making or performing this agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Vendor, and other person or entity making or performing this agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Vendor, and other person or entity making or performing this agreement is not required to secure disability benefits for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

**5. Living Wage:**

a. If applicable under the terms of the City of Syracuse Living Wage Ordinance any vendor providing a service under this contract to the City of Syracuse or the Syracuse City School District will be responsible for complying with the City of Syracuse living wage statute while providing said service. The living wage statute and supporting documents can be found on the Onondaga County web site ongov.net/purchasing.

**6. Warrant**

a. The Vendor expressly represents and warrants to the County that it has the ability and expertise to perform its responsibilities hereunder and shall use the highest standards of professional workmanship.

**7. Licenses and Permits**

a. Vendor shall obtain at Vendor's own expense all licenses or permits required for Vendor's services or work under this agreement prior to the commencement of Vendor's services or work.

**8. FOIL and Proprietary Information**

a. Proposal information is restricted and not publicly available until after the Contract award date. Responses to this solicitation may require that potential Vendors include proprietary corporate information. All solicitation materials are subject to the Federal and State Freedom of Information Laws unless marked in advance as proprietary. If any request is received regarding this Proposal, you will be allowed to submit justification to exempt any section you have identified in your Proposal as proprietary. The Vendor shall be responsible for qualifying the section under the proprietary exemption. The County will not accept any request by a potential Vendor to declare the whole solicitation response as proprietary or to declare any pricing pages as proprietary. The County reserves the right to release sections that, as a matter of law, do not meet the standard to be exempted, regardless of how the Vendor marked them.

*[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. 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 (3CFR 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 arattempting 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

**Commented [KK1]:** Make sure this in the checklist

**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.

| *Printed Name of Representative* | *Signature* | *Date* |
|---|---|---|
| *Company Name* | *Address* | *DUNS No. (if applicable)* |

## 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.

| | |
|---|---|
| **Respondent Full Name:** | [TO BE COMPLETED BY RESPONDENT] |
| **Respondent Address:** | [TO BE COMPLETED BY RESPONDENT] |

**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
County of [COUNTY]

I, [NAME], residing in [MUNICIPALITY] in the County 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__

_____
Notary Public Signature

My Commission expires _____,
20__

(Seal)

_____
Signature

_____
Type or print name of affiant under signature

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

| | |
|---|---|
| **Respondent Full Name:** | [TO BE COMPLETED BY RESPONDENT] |
| **Respondent Address:** | [TO BE COMPLETED BY RESPONDENT] |

**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 county 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 county 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).

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 county 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 county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at_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 county-based, **they list all legislative districts** in each county. **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 county. 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, county, 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 county in which that public entity is located;
  - of another public entity within that county; or
  - of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county.

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** |
|---|---|---|---|
| | | | $ |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
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| | | | |

☐ 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**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

| | | |
|---|---|---|
| Freeholders | County Clerk | Sheriff |
| {County 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 COUNTY-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:**

☐ Partnership ☐ Corporation ☐ Sole Proprietorship
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership
☐ Subchapter S Corporation

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

Stockholders:

Name: _____ Name: _____
Home Address: _____ Home Address: _____
_____ _____

Name: _____ Name: _____
Home Address: _____ 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 BOROUGHS 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 COUNTY 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
LYNNDYL, 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
SCIPIO, 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 COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT

COUNTY OF IRON, UT
COUNTY 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 COUNTY 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-COUNTY 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
COUNTY 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 COUNTY 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 COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY 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
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY 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 COLLEGEUNIVERSITY 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, 26TH 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 **Onondaga County Division of Purchase** ("**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. Onondaga County Overview: Onondaga County is located in Central New York, home to the City of Syracuse and is within 350 miles of all major cities in the northeast. The County has a land area of 806 square miles and is approximately 35 miles in length and 30 miles in width and has an abundance of lakes, rivers, and 25 miles of the New York State Barge Canal System. Over 2,600 miles of highways, roads and streets service the County, which has contributed to establishing the County as the "crossroads of New York State". The 2020 U.S. Census showed a population of 476,516. A 2020 estimate showed the City of Syracuse with a population of 148,620. The City of Syracuse is situated in the approximate center of the County and serves as the focus for commercial and business activities.

## 2. PRODUCTS AND SERVICES

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

| Product & Service Category | Product & Service Description |
|---|---|
| Language Translation and Interpretation Services | A language translation and interpretation provider which will be utilized by various Departments to serve customers of public services. |

**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 | January 31, 2025 |
| Deadline for Questions | February 10, 2025 |
| Deadline for Answers | February 17, 2025 |
| Proposal Due Date | February 28, 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

The Counties of Onondaga, Oswego and Otsego and the Cities of Syracuse and Oswego are seeking contracts with a language translation and interpretation provider which will be utilized by various Departments to serve customers of public services. Each municipality is committed to meeting the language needs of every individual it serves. These services will enable communication between individuals, or groups of people, who either do not speak the same language, or have a degree of hearing loss. The services will be required on a 24/7/365 basis and must cover a variety of settings, including but not limited to legal, medical, and financial situations. The interpreting services will be both verbal (spoken) and written, with an emphasis on confidentiality, professionalism, and cultural competency.

Translation means converting written text from one language to another while preserving the meaning, tone, and style of the original content. Interpretation means orally conveying spoken language to another in real time.

Respondents are expected to provide translation and interpretation services for a wide variety of customers in various emergency and non-emergency situations.

Respondents are expected to be proficient in performing various levels of interpretation and translation services. Services performed in person, include but are not limited to, telephone, and video, and written transcripts. Respondents must agree to adhere to all applicable federal, state, and local laws and regulations dealing with client rights and the confidentiality of client information.

For all contracts, services provided must comply with governmental obligations under Title VI or the ADA. Please see the attached requirements each municipality is committed to providing: https://www.ada.gov/effective-comm.htm

2. Requirements

The selected provider(s) will be expected to perform language interpretation services for the following settings and contexts:

A. **Legal Settings:** Including but not limited to court proceedings, client-attorney meetings, hearings, and other legal-related events.
B. **Medical Settings:** Including patient consultations, diagnosis discussions, treatment procedures, and
C. other healthcare-related interactions.
D. **Financial Settings:** Including but not limited to meetings discussing financial matters, insurance claims, or any other financial documentation or consultations.
E. **Virtual and In-Person Settings:** Interpretation may occur virtually (via teleconference, video conference, etc.) or in person.
F. **Colloquial and Cultural Competency:** Interpreters must be able to accurately translate colloquial language and local vernacular, and demonstrate an understanding of cultural differences in communication, ensuring effective and clear exchanges of information.

**Responsibilities of Proposer:**

- **24/7/365 Availability:** Interpretation services must be available 24 hours a day, 7 days a week, 365 days a year, including nights, weekends, and holidays. This means that the proposer is responsible for providing services, including when an interpreter gets ill or has an emergency.
- **Cultural Sensitivity:** Interpreters must be culturally sensitive and aware of regional, social, and community differences. This includes understanding regional dialects, colloquial expressions, and context-specific terms.
- **Confidentiality:** All interpreters must adhere to strict confidentiality agreements. Sensitive information, particularly in legal, medical, and financial contexts, must not be shared or recorded. This includes a prohibition on recording video or audio during any interpretation services.
- **Accurate Translation:** The provider must ensure that interpreters are fluent in both the source and target languages, with the ability to interpret technical, legal, medical, and financial terminology accurately.
- **Professionalism:** Interpreters should maintain a professional demeanor, ensuring that the meaning and tone of the conversation are faithfully conveyed without bias, misinterpretation, or inappropriate influence.
- **Technology Requirements:** For virtual interpreting, the provider must ensure all interpreters are equipped with the necessary technology and know-how to facilitate seamless communication. The

technology should support real-time translation and be secure, stable, and HIPAA-compliant where required.

**Interpreter and translator services include, but are not limited to, the following**:

1. **In-person interpretation and translation services:** Provide business, legal and medical related information translations to County patrons in either public, private or community facility environment for emergency and non-emergency situations. Remote Interpreting services via the phone or video remote interpretation (VRI) must be available on-demand for interactions between clients and Department staff(s).
2. **Normal Business Hours**: Normal business hours shall be 7:30 a.m. to 5:30 p.m. local prevailing time. Most of the needs would be during normal business hours.
3. **Emergency Business Hours**: In the event of an emergency, an immediate response is required. Agencies will attempt to give 24-48 hours' notice of need for on-Site/ in-person interpretation for non-emergencies.
3. **Audio recordings and transcription:** May be required for the Department's IVR (Interactive Voice Response). In language audio recording including translation and questions and answers; professional voice-over talent, professional studio and engineering, and final questions and answers delivery.
4. **Written materials**: Marketing materials, social media (software, website, twitter, etc.), graphic documentation translation services for campaigns, social services, medical services and/or community services, formatting, publishing services in graphic design programs such as Adobe InDesign, FrameMaker, QuarkXPress and MS Publisher.

**Responding firms MUST, at a minimum, have:**

1. A live operator that is able to properly identify and match up interpreters and translators to each language request according to cultural and dialectical differences.
2. An efficient pre-connection protocol for interpreter response. Creating an efficient pre-connection protocol for interpreter response ensures a streamlined process that improves accessibility, responsiveness, and user satisfaction.
3. Conference call capability.
4. A system, such as a Personal Identification Number (PIN) or other means to identify individual departments within an Department to account for usage.
5. Live customer support.
6. A single, toll-free, nationwide 800-number to access all services.
7. Service utilization tracking and billing through the use of access codes, user ID's or other mechanisms that differentiates the many departments within each municipality.
8. A manual and/or training, as requested, to each municipality to employees on how to use the services of the Respondent. The training will, at a minimum, include hard copy documentation and/or web-based documentation of processes and procedures. The documentation will also include processes and procedures for obtaining customer service/technical assistance and for complaint resolution. The Respondent shall submit any changes to the Procedure Manual to each municipality within two (2) weeks of the Interpreter Procedure Manual being revised.

**<u>Professional Standards</u>**

Respondents must provide exceptional translation and interpretation services that meet the highest standards of accuracy, cultural sensitivity, and professionalism.

**1. Expertise and Competence**

Interpreters and translators must be highly qualified professionals with demonstrated proficiency in their respective languages. They should undergo rigorous screening and hold relevant certifications (e.g., ATA, CCHI, RID) to ensure their expertise in various fields such as legal, medical, and technical domains. Certifications must be current and documentation of certification must be made available upon request.

**2. Accuracy and Cultural Sensitivity**

Prioritize precision in translation and interpretation while maintaining the intended tone, context, and meaning. Ensure that cultural nuances are respected and effectively conveyed, fostering clear and respectful communication across diverse audiences.

**3. Continuous Quality Improvement**

A robust quality assurance process, which includes:

- **Pre-Project Evaluation**: Assessing client needs to match assignments with the most suitable linguist.
- **Quality Control Checks**: Reviewing translations through editing and proofreading by a second qualified professional.
- **Real-Time Monitoring**: Implementing performance oversight for interpretation sessions, especially in high-stakes scenarios.

**4. Confidentiality and Ethics**

Adhere to strict confidentiality protocols to safeguard all client information. Interpreters and translators abide by industry codes of ethics, ensuring impartiality, neutrality, and professionalism in every interaction.

**5. Client Feedback and Satisfaction**

Client satisfaction is at the core of quality assurance practices. Respondent should actively seek feedback to identify areas of improvement and implement changes to enhance service delivery continually.

**6. Training and Professional Development**

Ongoing training to stay updated on the latest industry standards, tools, and best practices. This commitment ensures consistently delivered services that exceed client expectations.

**Languages Requested**
Respondent shall offer, some or all of the following languages:

| | | | | | |
|---|---|---|---|---|---|
| Albanian | Chin (Falam) | Haitian Creole | Korean | Portuguese | Tamil |
| American Sign Language | Chinese | Hindi | Kurdish (Kurmanji) | Punjabi | Telugu |
| Amharic | Dari (Afghanistan) | Hmong | Lao | Rohingya | Thai |
| Arabic | Dinka | Italian | Mai Mai | Romanian | Tigrigna (Eritrea) |
| Armenian | Eritrean | Italian | Mandarin | Russian | Turkish |
| Bengali | Farsi | Japanese | Marshallese | Serbian | Ukrainian |
| Bosnian | French | Karen | Nepali | Signed English | Urdu |
| Braille | French Creole | Karenni | Oromo (Ethiopia) | Somali | Uzbek |
| Brazil-Portuguese | German | Kenya/Rwanda | Pashto | Spanish | Vietnamese |
| Burmese | Greek | Khmer | Pashto (Afghanistan) | Sudanese Arabic | Yemeni Arabic |
| Cambodian | Gujarati | Kinka (Sudan) | Persian | Swahili | Yugoslavian |
| Cantonese | | Kirundi | Polish | Tagalog | |

**Interpreting and Translation Service Requirements**

**Interpretation Services**
Interpretation means orally conveying spoken language to another in real time.

All respondents must have:

1. Conference-calling services and capabilities.
2. Telephone interpretation services 24 hours a day, seven days a week, 365 days a year, for Limited English Proficiency (LEP) clients in a professional manner. To ensure that the specific needs and requirements of the Department are met, some services may need to be provided by certified or specialized interpreters who are knowledgeable about industry specific terms in the medical and legal system. The Respondent should specify in its proposal which languages are available on demand.
3. Emergency Interpretation Services: Provide interpretation services in an emergency situation such as a natural disaster, during or after regular hours. Emergency situations include, but are not limited to the capacity to support an increased volume of calls and provide accurate information to callers from the general public that may call Participating Public Agencies for information. The Respondent must be willing and able to participate in briefing activities related to emergency operations when/if it becomes activated. The Respondent should specify in its proposal which languages are available on demand.
4. Billing of Telephone Interpretation Services: Telephone interpretation services will be billed in sixty (60) second or one (1) minute increments at the per minute rate. Partial minutes or any portion of a full minute may be rounded up to the next highest minute.
5. Length of the call is measured from the time the appropriate target language interpreter is on the line and able to act as an intermediary to the time Participating Public Department staff terminates the call. Response times or wait times shall not be included in the billable call time.
6. Wait times includes, but is not limited to, time spend in the Respondent's call menu system, with a dispatcher, or in a queue for an interpreter. Wait times cannot exceed 5 minutes.
7. An interpreter speaking the appropriate language must be connected to and able to assist within 45 seconds from time of request, 24 hours a day, 7days a week, 365 days a year.

8. A secondary number for use from field units, emergency service providers such as police, fire and ambulance.

**Video Remote Interpreting (VRI)**
Respondents shall:

1. Provide unlimited twenty-four (24) hour, seven (7) days a week, and three hundred sixty-five (365) days a year access to telephone and video interpreting services. Interpreting services must be available for scheduled and unscheduled sessions. Please indicate availability of each language in the appendix.
2. Provide VRI for American Sign Language Services on-demand 24-7 for communication between E911 and people who are deaf as they are through phone interpretation for people who utilize spoken languages other than English.
3. Be proficient in consecutive interpretation in which the interpreter receives spoken or symbolic communication and expresses it orally or symbolically into another language. The interpreter must be proficient in absorbing the information, mentally retaining it, and accurately transferring it into another language from which it is communicated.
4. Some services may need to be provided by certified or specialized interpreters who are knowledgeable about industry specific terms in the medical and legal system. The Respondent should specify in its proposal which languages are available on demand, if any.
5. Video systems must be compatible with desktop and laptop computers, common cell phones, tablets, and other electronic devices, and one 2-megapixel or better camera (built in or clip on) or complementary equipment, as approved by Department. VRI should be the most cost- effective or logistically reasonable solution for interpretation needs.
6. Video must be available via application for field work using tablets.
7. Billing of Video Remote Interpreting: Video Remote Interpreting services will be billed in sixty (60) seconds or one (1) minute increments during both standard hours and non-standard hours at a per minute rate. Partial minutes or any portion of a full minute may be rounded up to the next highest minute

**On-site Interpretation Services**
Respondents shall:

1. Provide interpreters in person, when required.
2. Specify in its proposal which languages are available for on-site interpretation. The requirement for in-person interpreters will be scheduled in advance and the Respondent will provide services within forty-eight (48) hours unless otherwise scheduled at a later date and time.
3. Be proficient in consecutive interpretation in which the interpreter receives spoken or symbolic communication and expresses it orally or symbolically into another language. The interpreter must be proficient in absorbing the information, mentally retaining it, and accurately transferring it into another language from which it is communicated.
4. Billable time for onsite services will be two (2) hours, at a minimum.
5. Assign the interpreter closest to the site where services are needed, unless a specific interpreter is requested by the Department.
6. Provide expedited on-site interpreter services shall for requests received with less than forty-eight (48) hours' notice to the Respondent.
7. Anticipate that interpreter services that exceed four (4) hours for a single session. If a single session is in excess of four (4) hours, respondent and Department will mutually determine if more than one interpreter shall be required or if the same interpreter will work for the full required duration.
8. Have interpreter be physically present at the location specified by the Department, including locations with security or other special requirements, and shall abide by all such security or special requirements.
9. Allow the Department to have the ability to request a specific interpreter for a specific language interpretation for onsite service if the request is placed in advance of the actual time it is needed, in the manner detailed in Respondent's proposal.

10. Billing of onsite interpretation services: Language interpretation services shall be provided at the per hour rates. At the time of assignment, the Respondent will be notified whether the assignment is for a specific activity or an identified timeframe (i.e., from 9 a.m. to 12 p.m.). If the assignment is for an identified timeframe that is greater than two (2) hours, the billing will proceed at 1/10th of an hour increments for the entire duration in excess of two hours, less a reasonable meal period (i.e., 30, 40 or 60 minutes). For a defined timeframe assignment, Department reserves the right to request the availability of an In-Person interpreter for multiple assignments during this timeframe provided all assignments are within the same location. For example, an identified timeframe (court hearing assignment) may be from 9 a.m. to 3 p.m. and it is expected that four (4) separate hearings will occur during this period, and that there will be a 30 minute lunch period, the billing will be for 5.5 hours, (6 scheduled hours less a 30 minute lunch period), not for 2 hours per hearing, or 8 hours. Moreover, if the last hearing ran until 3:20 p.m., the billing would be for 6 hours and 20 minutes, less a 30 minute lunch period, or 5 hours and 50 minutes. Or stated another way, the billing for In-Person interpreters will be for the duration of the identified timeframe, the initial 2-hour period from 9-11 a.m. and the duration of time after 11:00 in 1/10th of an hour increments, less a lunch period.
11. If the Respondent must travel more than thirty (30) miles one way or sixty (60) miles round trip, from a Base of Operations, the Respondent will be reimbursed at the federal mileage rate. Invoices shall include the number of hours of service that was provided and total mileage traveled with required documentation.
12. A request for onsite interpretation that is cancelled with less than twenty-four (24) hours' notice, the municipality shall be required to pay the Respondent the two (2) hour minimum billable time.
13. If the Respondent must utilize the services of a translator who must travel in order to provide services, the Respondent shall provide the name of the interpreter and interpreter's home or business address which serves as his/her base of operations. The information will be used for verification of mileage charges and appropriateness of onsite interpreter assignments. The Respondent should clearly indicate this information as "Proprietary" to avoid disclosure of confidential information.

**Written Translation Services**

Translation means converting written text from one language to another while preserving the meaning, tone, and style of the original content. The respondent must:

1. Provide written document translation services for the languages it offers and provide a listing of any additional languages it offers.
2. Provide document translation services from English to source language and/or source language translation to English.
3. Provide review, editing, and proofreading services for previously translated documents.
3. Manage document translations electronically.
4. Be capable of receiving source language documents by e-mail, facsimile, or other electronic means (i.e. PDF or flat files, standard word processing languages, etc.), U.S. postal service or courier delivery. The typical delivery is expected to be by e-mail, facsimile, or other electronic means.
5. Completed orders should be returned electronically, preferably by email, to the address specified in the request. If the resulting document is too large to be transmitted via email or in a compressed format, documents will be accepted on a Read/Write CD or DVD or a flash drive.
6. Rarely, a printed copy may be requested by mail or overnight courier. Overnight courier charges will be reimbursed by Department only when pre-approved and a result of the request.
7. Require translators to translate the written word accurately and in the same spirit and style as it appears in the original text. Translators must ensure accuracy of nuances, subject-matter detail, and retain fluency. The Respondent must also provide translated materials that meet the following requirements:
    - accurate content and typesetting
    - correct spelling
    - correct grammar, to include appropriate typesetting (as required for pictorial or glyph languages)

- correct language structure (while remaining faithful to English content)
- appropriate manner for the target audience, taking into consideration reading level
- culturally appropriate terminology and content
- clarity of message (easy-to-read)
- regional dialect and idiomatic differences
- appropriate formatting to match the layout of the original document.

8. Use universally acceptable software compatible with the source documents such as Microsoft Word, Excel, PageMaker, QuarkXPress, etc.
9. Require translated document(s) to be checked by proficient translators before delivery for quality assurance by using mechanism such as:
    - review by a proofreader or editor
    - peer review of the draft
    - field-testing of drafts (as appropriate)
    - testing in a sampling of the potential target audience of material in both language and imagery
10. Complete routine written translations of source documents requiring twenty (20) or fewer pages of target language translation, within five (5) business days from the day an Department sends the source language electronically to the Respondent or seven (7) business days from the date Department sends the source language via overnight delivery such as priority U.S. Mail, UPS, FedEx, etc.
11. Complete written translation for more than 20 pages of target language translation within one (1) week, plus one (1) additional day for each additional ten (10) pages, or portion thereof, of target language translation.

**Expedited Translation Services**

The respondent shall:

1. Provide expedited written translation services when requested by an Department. Expedited written document translation shall be continuously available for languages. Expedited written translation documents shall be completed within one (1) day from the day the Department sends the source language electronically or two (2) days from the day Department sends the source language via overnight delivery such as U.S. Mail, UPS, FedEx, etc. to the Respondent for up to ten (10) pages of target language translation. One additional day shall be permitted for each additional 10 pages, or portion thereof, of target language translation.
2. In the event of an emergency “event” (e.g., natural disaster, bioterrorism, or other public safety related emergencies) shall provide expedited written translation services for press releases within the following timeframes:
    - Translate up to ten (10) press releases (each up to 1 page in length) per month in Spanish with under three (3) hours of turnaround time; and
    - Translate up to ten (10) press releases (each up to 1 page in length) per month in other languages with under five (5) hours of turnaround time.

**Billing for Translation**

Billing for translation shall:

1. Be based on the word count, using the MS Word count feature, of the original document.
2. Be billed at a per word rate, if the document being translated is greater than 150 words.
3. Be billed at a flat rate, if the document being translated is less than 150 words, or if revisions/updates are being requested to a previously translated document and the portion that is to be revised and/or updated is less than 150 words.
5. The minimum rate charge will be for each request that require formatting only. For purposes of these categories, formatting involves manipulation of text that does not require translation.

**<u>Unallowable Billing Costs</u>**

Billing for prohibited purposes will result in the loss or recovery of those funds. Funds may not be utilized for the following:

- Advancement of political or religious points of view, fundraising or lobbying
- Distribution of factually incorrect or deceitful information
- Default debts of any kind
- Food for staff members or a celebration
- Lump-sum indirect or administrative costs
- Contributions to a contingency fund
- Entertainment (i.e. a party)
- Fines and penalties
- Interest or other financial payments
- Contributions made on behalf of program personnel
- Costs to rent equipment or space owned by the funded Department
- Inpatient services
- The purchase or improvement of land
- The purchase, construction, or permanent improvement of any building
- Satisfying non-federal fund matching requirements to receive any federal funding
- Contracts for compensation with advisory board members
- Costs associated with the proposal/bid development
- Consulting fees for salaried program personnel to perform activities related to the program

**Quality Assurance**

**Documentation of Services and Quality of Services**
Respondent should include a Quality Assurance Plan (QAP) that describes an acceptable method for monitoring, tracking and assessing the quality of services provided. The QAP must also describe how the vendor will identify and resolve issues related to translator and interpreter quality and/or performance, as well as customer-initiated concerns and/or complaints including, but not limited to the following:
· Dropped calls
· No shows or tardiness
· Excessive wait times for on-site interpreter service
· Inaccurate billings or delayed billings
· Requested interpreter qualifications not provided

Respondent will be required to meet the following requirements in connection with the delivery of services:
· Date and time of Interpretation and Translation service requests;
· Name and case number of customer receiving LEP services;
· Documentation of the delivery of services;
· Statistical data regarding the interpretation and translation services provided (e.g. language, type of service, duration of service, method of interpretation, etc.);
· Ensure interpreters providing services for Department are appropriately trained according to industry standards;

**Commitment to Social Equity and DEI**
Respondent should demonstrate a commitment to fostering **Diversity, Equity, and Inclusion (DEI)** by:

1. **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 language service providers.

2. **Promoting Equitable Employment Practices**:
   - Actively recruiting interpreters and translators from underrepresented communities, including multilingual individuals from immigrant and refugee populations.
   - Ensuring equitable compensation and professional development opportunities for all employees.
3. **Engaging Local Resources**:
   - Prioritizing local interpreters and vendors to support economic equity within the municipalities served.

**Pricing Schedule**

Respondents must provide a tiered pricing schedule that includes the following:

**1. Regular Rates**

- **Remote Services**:
  - Telephone interpretation: Per minute rate.
  - Video Remote Interpretation (VRI): Per minute rate.
- **In-Person Services**:
  - Base hourly rate for local interpreters (within 30 miles).
  - Tiered rates for interpreters traveling 31–60 miles and beyond.

**2. Emergency Rates**

- **Remote Services**:
  - Emergency telephone interpretation: Per minute rate (higher than regular rate).
  - Emergency VRI: Per minute rate (higher than regular rate).
- **In-Person Services**:
  - Emergency in-person hourly rate for local interpreters (within 30 miles).
  - Higher tiered rates for distances beyond 30 miles.

**3. Additional Charges**

- Mileage reimbursement for travel beyond 30 miles (at the federal mileage rate).
- Cancellation fees for services canceled within 24 hours.

7. Proposal Submission Requirements

Proposal submissions will be considered to be complete. The entity, at its sole discretion, may hold interviews with some respondents. Respondents must include the following in their proposal:

**1. Organizational Information**

- A company overview, including experience in providing translation and interpretation services.
- Description of commitment to social equity, including partnerships with historically marginalized businesses.

**2. Service Delivery Plan**

- Detailed description of services provided (e.g., in-person, remote interpretation, and document translation).
- Approach to meeting cultural competency and ADA compliance requirements.

**3. Quality Assurance**

- Submission of a **Quality Assurance Plan (QAP)** that includes:
  - Methods for tracking and resolving issues (e.g., dropped calls, tardiness, wait times).
  - A plan for maintaining interpreter qualifications and training.

**4. DEI and Social Equity Initiatives**

- Description of efforts to include historically marginalized businesses in service delivery.
- Evidence of workforce diversity and engagement of local interpreters.

**5. Technology Capabilities**
- Explanation of technology used for remote services and service tracking (e.g., HIPAA-compliant platforms, VRI systems).

**6. Pricing Schedule**
- A detailed and tiered pricing schedule for:
  - Regular, emergency, and expedited services.
  - In-person interpretation services, broken down by proximity (e.g., within 30 miles, 31–60 miles).

**7. References**
- At least three client references, preferably municipalities or similar agencies, with contact information and service descriptions.

**Evaluation Criteria**

**1. Organizational Experience (20%)**
- Proven track record in delivering translation and interpretation services, particularly to municipalities or public agencies.
- Evidence of relevant certifications (e.g., ATA, CCHI, RID).
- Depth of expertise in serving diverse linguistic and cultural groups.
- Number of translators and interpreters for each language identified in Languages Requested table. Please note languages that are on-demand and languages that require advance scheduling,

**2. Service Delivery Plan (20%)**
- Clarity and detail in the description of services provided (in-person, remote, and written translation).
- Ability to meet service requirements, including 24/7/365 availability, emergency response, and on-demand access.
- Demonstration of cultural competency and adherence to ADA compliance.

**3. Technology and Infrastructure (15%)**
- Availability and functionality of remote service platforms (e.g., VRI, telephone interpretation).
- HIPAA compliance and data security measures for handling sensitive information.
- Technology readiness for virtual, mobile, and in-person service coordination.
- Description of how respondent would meet the needs of the Department to provide effective communication with people who are Deaf through telephone, Video Remote Interpretation (VRI), and in-person interpretation.

**4. Quality Assurance and Professional Standards (15%)**
- Submission of a detailed **Quality Assurance Plan (QAP)** outlining processes for maintaining service accuracy, reliability, and professionalism.
- Methods for addressing performance issues (e.g., tardiness, dropped calls, or client complaints).
- Approach to interpreter training, qualifications, and ongoing professional development.

**5. Commitment to Social Equity and DEI (10%)**
- Demonstrated efforts to subcontract or partner with historically marginalized vendors (e.g., minority- or women-owned businesses).
- Strategies for recruiting and developing diverse interpreters and translators.
- Engagement with local resources and community-based organizations.

**6. Pricing and Cost Effectiveness (15%)**
- Submission of a transparent and detailed pricing schedule, including regular and emergency rates.
- Cost competitiveness relative to the scope and quality of services provided.
- Flexibility in accommodating tiered rates for local in-person interpreters and remote services.

**7. References and Past Performance (5%)**
- Positive feedback from at least three client references, preferably municipalities or public agencies.
- Evidence of successfully completed projects of similar scale and scope.

**8. Proposal Presentation (5%)**

- Organization, clarity, and professionalism of the proposal submission.
- Adherence to submission guidelines, including inclusion of all required components.
- Responsiveness to specific questions and criteria outlined in the request for proposals

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## 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 Onondaga County Division of Purchase at the following address no later than the submittal deadline as stated on the cover page of this solicitation.

Onondaga County Division of Purchase
John H. Mulroy Civic Center
421 Montgomery Street, 13th Floor
Syracuse, New York 13202

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. Onondaga County 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 County 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. Daniel Hammer, Purchasing Director, Onondaga County Division of Purchase
RFP@ongov.net

**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 County with reasonable adjustments acceptable to the County. 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 County 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.

Onondaga County 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 County 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 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:

   Onondaga County Division of Purchase
   Daniel Hammer, Purchasing Director, Onondaga County Division of Purchase
   RFP@ongov.net

**7. MINORITY AND WOMEN'S BUSINESS ENTERPRISES COMPLIANCE**

a. Onondaga County encourages its Vendors to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (MWBE) as Vendors and suppliers.

**8. SUSTAINABILITY SOLUTIONS AND PRACTICES**

a. It is the goal of Onondaga County 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.

**9. 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:**
Staring 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

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 aslo 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)

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CORETRUST

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Commented [KK3]: Where should these go?

## Onondaga County
## 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 County 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 signin 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, Onondaga County Division of Purchase 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, county, 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 ONONDAGA COUNTY, 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:

Onondaga County Division of Purchase
John H. Mulroy Civic Center, 13th Floor
421 Montgomery Street
Syracuse, NY 13202

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]*

CORETRUST

**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]**

Authorized Signature

Printed Name

Title

Date

**ONONDAGA COUNTY DIVISION OF PURCHASE**

Authorized Signature

Printed Name

Title

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.

| | |
|---|---|
| **Supplier Full Name:** | **[TO BE COMPLETED BY SUPPLIER]** |
| **Supplier Address:** | **[TO BE COMPLETED BY SUPPLIER]** |

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

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

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**

a. Term. The Term of this Admin Agreement is [_____].

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**

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**

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**

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**

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**

(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, county, 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.

CORETRUST

**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:** | | | |
| | **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 gethelp@coretrustpg.com if you need assistance.** | | | |
| | **DO NOT DELETE THIS ROW OR MARK IN CELL "A10" OR THE SYSTEM WILL NOT ACCEPT THE FILE.** | | | |
| | **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, Onondaga County Division of Purchase 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**