



NOTICE TO RESPONDENT

Best Value Solicitation

Issued by:

**SUNY ORANGE / ORANGE COUNTY COMMUNITY COLLEGE**

for

**BID #:** OCCC-2026-21 Higher Education Office Supplies

**SUBMITTAL DEADLINE:** 3:00 p.m. ET, December 16, 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
<b>APPENDIX A</b>			
Section A*	Participating Agency Requirements	Participating Agency, Lead Agency, and Supplier	These Sections provide the Participating Agencies and Lead Agency's respective statutory and regulatory requirements with which the Supplier must comply.  *Sections A and B may be modified as necessary to meet an individual participating public entity's statutory and regulatory requirements.
Section B*	Lead Agency Requirements		
Section C	Federal Contract Terms and Conditions		
Section D	New Jersey Business Compliance		
Section E	State Notice Addendum		
<b>APPENDIX B</b>			
Section F	Background & Scope	Lead Agency, Supplier, and CoreTrust	These Sections provide the solicitation purpose(s), general scope, submission requirements, and evaluation and award information.
Section G	Submission Protocol; Evaluation; Award		
Section H	Requirements for National Cooperative Contract		
Section I	Form of Master Agreement	Lead Agency and Supplier	The Master Agreement defines: (i) the relationship between Lead Agency and Supplier; and (ii) the terms and pricing of Supplier's products and/or services offered to Participating Agencies.
Section K	Form of Administration Agreement	Supplier and CoreTrust	The Administration Agreement defines the roles and obligations of CoreTrust and Supplier regarding marketing and selling CoreTrust's cooperative purchasing program to Participating Agencies.
Section L	Form of Master Intergovernmental Cooperative Purchasing Agreement	Lead Agency and CoreTrust	The Master Intergovernmental Cooperative Purchasing Agreement allows Lead Agency's Participating Agencies to acquire Supplier's products and/or services through CoreTrust's cooperative purchasing program.
Section M	Lead Public Agency Certificate	Lead Agency, Supplier, and CoreTrust	The Lead Public Agency Certificate is the Lead Agency's agreement to adhere to the terms of the Master Intergovernmental Cooperative Purchasing Agreement (MICPA)
Section N	Technical Proposal		Sections N and O are designated for the Supplier's use when developing their technical and cost proposals.
Section O	Cost Proposal		



### ORDERS OF PRECEDENCE

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

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

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

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



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**APPENDIX A – REQUIREMENTS**

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**SECTION A – PARTICIPATING AGENCY REQUIREMENTS**

This section is reserved for use by Participating Agencies to include any state- or agency-specific requirements necessary for their compliance. Any such requirements apply only to that Participating Agency and where these terms conflict with other terms in this document, these terms supersede the general contract requirements solely for that Participating Agency's use of the Contract. They shall not override or modify the requirements of the Lead Agency and shall not create obligations for any other Participating Agency.

## SECTION B – LEAD AGENCY REQUIREMENTS

### 1. GENERAL INFORMATION

This best value solicitation ("solicitation") is published by SUNY Orange / Orange County Community College ("Lead Agency") for the purpose of awarding a master cooperative purchasing agreement (the "Master Agreement") and creating a cooperative purchasing program that shall be available to Participating Agencies. The number of "Participating Agencies" is unknown at the time of this solicitation.

### 2. INTRODUCTION AND BACKGROUND

Founded in 1950 and is celebrating its 75<sup>th</sup> birthday, Orange County Community College has a history of innovation. The College was the first two-year college in the nation to offer the associate degree nursing program and studies in electron microscopy; and in 1982, the College was the first community college to plan and co-sponsor a business institute with local chambers of commerce.

SUNY Orange continues to grow in response to the needs of its students, offering campuses in both Middletown and Newburgh to help students achieve their academic goals. From its original configuration of two buildings—a mansion and carriage house—in 1950, the SUNY Orange Middletown campus has grown to its present size of 37 acres that houses 14 buildings.

Expansion over the years has infused the campus with significant additional educational space. The Middletown campus now boasts more than 60 general classrooms and lecture halls, along with a wide array of medical, technical and instructional laboratories. Dedicated laboratory space exists for programs in the health professions, as well as biology, chemistry, physics, architecture, criminal justice, cyber security and visual communications.

Certified as a branch campus by both the State University of New York and the New York State Education Department, the Newburgh campus offers selected academic degree programs in their entirety, enabling students in those programs to complete all of their degree requirements at the Newburgh site without having to commute to the Middletown campus. The full degree programs available in Newburgh include business management, criminal justice, criminal justice-police, human services, individual studies, liberal arts (humanities and social science) and nursing.

In addition to its traditional for-credit degree courses and programs on both campuses, the College is growing its non-credit/workforce programming under the newly branded umbrella of "SUNY Orange Plus" (formerly known as CAPE). This roster of training, certification and credential courses also includes robust High School Equivalency (HSE/GED) and English-as-a-Second-Language (ESL) programs as well as Orange County FoodTEC, the College's workforce training initiative specific to the region's food, beverage and hospitality sectors.

### 3. ADDENDA

The College may modify the RFP prior to the date fixed for submission by posting it in the same manner as the RFP is posted.

### 4. FREEDOM OF INFORMATION LAW

The College is required to comply with the New York State Freedom of Information Law (Public Officer's Law Article 6). Should any member of the public request a copy of a proposal, the College will review the request and may disclose the requested proposal in whole or in part. If an Offeror believes that its proposal or any portion thereof should be exempt from disclosure, it is incumbent that the Offeror identify, AT THE TIME OF ITS PROPOSAL SUBMISSION, each page of the proposal for which exemption will be claimed. The Offeror may indicate same with the words "Confidential," "Proprietary", or "Trade Secret" written or stamped on the page.

## **5. Prevailing Wage Requirements and Pricing Clause for Nationwide Cooperative**

### **A. Overview and Applicability**

This clause governs prevailing wage compliance for all work performed under this cooperative contract, regardless of the prevailing wage requirements of the Lead Agency's state. It applies to:

- All services performed in the Lead Agency's state must comply with applicable federal, state, or local wage laws in that jurisdiction. If no prevailing wage laws apply, pricing may reflect standard labor rates.
- Services performed in Participating Agencies' states must comply with the prevailing wage requirements mandated by the applicable federal, state, or local laws of that jurisdiction.
- Federal wage laws, including the Davis-Bacon Act, apply to any work funded in whole or in part with federal funds.

### **B. Prevailing Wage Compliance – All Jurisdictions**

1. The Contractor is responsible for determining and complying with all applicable prevailing wage requirements in each jurisdiction where services are performed under this contract.
2. This includes compliance with:
  - Federal prevailing wage laws (e.g., Davis-Bacon Act),
  - State or local prevailing wage laws,
  - Any jurisdiction-specific wage determinations applicable to a project or contract.
3. The absence of prevailing wage requirements in the Lead Agency's state does not exempt the Contractor from compliance in other jurisdictions.
4. Each Participating Agency will notify the Contractor of any applicable wage obligations. The Contractor is responsible for proactively confirming this information prior to beginning work.

### **C. Contractor Obligations**

1. The Contractor must:
  - Confirm prevailing wage applicability with each Participating Agency prior to beginning any work.
  - Request and apply the current wage determinations issued by the appropriate federal, state, or local authority.
  - Provide jurisdiction-specific wage rate schedules to Participating Agencies where prevailing wage laws apply.
  - Adjust labor rates immediately upon any changes to applicable prevailing wage rates, ensuring the updated rates are applied to all services rendered on or after the effective date of the change.
2. The Contractor must maintain complete and accurate wage documentation for all work performed under this contract in jurisdictions with applicable wage laws. This includes, but is not limited to:
  - Certified payroll records submitted in the format required by the applicable governing authority.
  - Signed wage affidavits.
  - Records of wage classifications, hourly rates, and fringe benefits.
  - Required public postings (e.g., wage determinations, job classifications, contact information for reporting violations).
  - Any jurisdiction-specific documentation mandated by state or local law.
3. Subcontractor Compliance: The Contractor must ensure that all subcontractors comply with all applicable prevailing wage laws and maintain the same documentation standards. The Contractor is responsible for:
  - Collecting, reviewing, and retaining subcontractor wage documentation.

- Taking reasonable steps to verify subcontractor compliance.
- Ensuring subcontractors apply the appropriate wage rates and classifications.

#### D. Pricing Requirements

1. **Base Pricing for Proposal Submission:** Vendors must submit pricing that reflects the prevailing wage requirements, or lack thereof, in the Lead Agency's jurisdiction.
  - If prevailing wage laws apply in the Lead Agency's state, pricing must reflect full compliance with those rates.
  - If prevailing wage laws do not apply, pricing may reflect standard market labor rates in that jurisdiction.
2. **Jurisdiction-Based Adjustments:** Vendors must adjust pricing for Participating Agencies based on the prevailing wage requirements in each jurisdiction. All adjustments should be made relative to the pricing submitted in response to the Lead Agency's solicitation, which may or may not reflect prevailing wage rates, depending on the Lead Agency's laws. Specifically:
  - If the Lead Agency requires prevailing wages, vendors must offer reduced pricing to Participating Agencies in jurisdictions where prevailing wage laws do not apply or where labor costs are lower.
  - If the Lead Agency does not require prevailing wages, vendors must be prepared to increase pricing for Participating Agencies located in jurisdictions that do require prevailing wages, in full compliance with applicable federal, state, or local laws.
  - Vendors must provide updated, jurisdiction-specific pricing schedules to each Participating Agency at the time of engagement, reflecting the applicable prevailing wage obligations for that location.
3. **Proposal Documentation:** Vendors must clearly explain how pricing may vary across jurisdictions and how those differences relate to the Lead Agency's bid pricing. Specifically, vendors must:
  - Identify and document any pricing differences that result from jurisdictional prevailing wage requirements, relative to the pricing submitted in response to the Lead Agency's solicitation.
  - Justify all rate adjustments, whether increases or reductions, by referencing the applicable federal, state, or local wage laws that drive those changes.
4. **Pricing Equity:** Participating Agencies must receive pricing that is fair, transparent, and consistent with applicable labor laws. Vendors must:
  - Disclose and explain all pricing adjustments to each Participating Agency at the time of engagement. Adjustments must reflect the presence or absence of prevailing wage requirements in that jurisdiction and must be clearly identified as increases or decreases relative to the pricing submitted in response to the Lead Agency's solicitation.
  - Ensure that all pricing is compliant with applicable federal, state, or local wage laws and proportionate to the labor rates required in each Participating Agency's jurisdiction.

#### E. Monitoring and Adjustments

1. The Contractor is solely responsible for monitoring, tracking, and implementing changes to prevailing wage rates in all jurisdictions where services are performed under this contract. This includes
  - Reviewing updates from labor authorities.
  - Subscribing to wage bulletins.
  - Maintaining systems or procedures to ensure real-time compliance.
2. Rate revisions are effective immediately upon issuance by the governing authority and must be applied to all services performed after the effective date. The Contractor must:
  - Update internal rate schedules and invoicing systems to reflect the new rates.

- Notify affected Participating Agencies of the rate changes.
  - Maintain documentation of the rate change, including the official issuance date and source.
  - Apply rate adjustments using the standard formula below, if applicable.
3. When prevailing wage rates increase during the contract term, the Contractor's pricing may be adjusted proportionally using the following formula.

*Example:*

- A. Initial prevailing wage rate = \$50 per hour*
- B. Increased prevailing wage rate = \$60 per hour*
- C. Contractor's bid labor rate = \$70 per hour*

$$\text{Percentage Increase} = (\$60 - \$50) \div \$50 = 20\%$$
$$\text{Adjusted Labor Rate} = \$70 + (\$70 \times 0.20) = \$84 \text{ per hour}$$

#### **F. Non-Compliance and Penalties**

Failure to comply with applicable federal, state, or local prevailing wage laws may result in any of the following actions:

- Suspension or termination of the cooperative contract or any related purchase orders by the Lead Agency or a Participating Agency.
- Reimbursement of overcharges, including any improperly billed labor costs.
- Referral to the appropriate enforcement authority, such as a federal, state, or local labor agency, which may investigate and impose legal penalties or fines as permitted by law.
- Disqualification from future contracting opportunities under this cooperative or other public procurement programs.
- Any other contractual remedies available under the terms of this agreement or applicable procurement laws.

#### **G. Federal Funding Considerations**

When services are performed pursuant to this cooperative contract and are funded in whole or in part by federal funds, the Contractor must comply with all applicable federal prevailing wage laws, including but not limited to the Davis-Bacon Act.

- Federal wage determinations issued by the U.S. Department of Labor for the applicable project locality shall govern and take precedence over any conflicting state or local requirements.
- The Contractor must ensure compliance with all federal recordkeeping obligations, including submission of certified payrolls, and must apply the correct wage classifications and fringe benefit requirements for the work performed.

## **TERMS AND CONDITIONS**

1. Upon selection of a Successful Offeror, the terms set forth in the RFP is the definitive agreement. Other mutually acceptable covenants may be agreed on at a later date.
2. In addition to the terms described in this RFP, final agreement between the College and the Successful Offeror will include, without limitation, the following terms. Submission of a proposal shall constitute agreement to contract on these terms, except for any term specifically reserved in the proposal for future negotiation.
3. Time is of the essence with respect to performance of the services to be provided in the final agreement.
4. **Indemnity Obligations of Successful Offeror:** The Successful Offeror will provide and keep in full force and effect during the term of this agreement, at its own cost and expense, the following insurance policies for the joint benefit of itself and the College, with an insurer acceptable to the College:
  - a. Commercial general liability insurance with a general aggregate limit (other than products/completed operations) of at least Two Million Dollars (\$2,000,000.00); at least One Million Dollars (\$1,000,000.00) personal and advertising injury limit; at least One Million Dollars (\$1,000,000.00) premises and operations limit; at least One Million Dollars (\$1,000,000.00) each occurrence limit;
  - b. Workers' compensation coverage as required by law, together with employer liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence. Prior to entering into a contract with the College, the Successful Offeror will be required to verify to the College, on forms authorized by the New York State Workers' Compensation board, the fact that they are properly insured or are otherwise in compliance with the insurance provisions of the New York State Workers' Compensation law. Failure to provide verification of workers' compensation or disability benefits coverage at the time of contract execution will be grounds for disqualification of an otherwise successful bid. Any questions relating to either workers' compensation or disability benefits coverage should be directed to the State of New York Workers' Compensation Board, Bureau of Compliance at (518) 486-6307.
  - c. Comprehensive automobile liability insurance covering owned, leased, hired and non-owned vehicles with at least One Million Dollars (\$1,000,000.00) combined single limit.
  - d. Professional liability insurance with a general aggregate limit of Two Million Dollars (\$2,000,000.00) and an occurrence limit of Two Million Dollars (\$2,000,000.00).

The Successful Offeror will email to the Comptroller by email, true and correct copies of its insurance policies required above, and certificates of such insurance to [purchasing@sunyorange.edu](mailto:purchasing@sunyorange.edu).

Each such policy will name Orange County Community College as an additional insured and will state that the Successful Offeror's policy shall be primary and that any insurance carried by the College shall be noncontributing with respect thereto. Each such policy will provide for thirty (30) days prior written notice to the College in the event of cancellation or reduction in coverage amount. Additionally, if the Successful Offeror assigns any portion of the duties under this agreement, each subcontractor or assignee will purchase and maintain the same insurance coverage required hereunder.

The Successful Offeror will immediately notify the College if the Successful Offeror's commercial general liability insurance contains restrictive endorsements other than those restrictive endorsements normally included in the State of New York. If the Successful Offeror commercial general liability insurance contains such restrictive endorsements, the Successful Offeror shall have five (5) business days to remove said restrictions. If the Successful Offeror is unable to do so, the College may terminate this agreement, and will be required to



give the Successful Offeror no more than two (2) days' notice of such termination, anything in this agreement to the contrary notwithstanding.

5. Termination

- a. Cause: For a material breach that remains uncured for more than ten (10) days or other specified period after written notice to the Successful Offeror, this Contract may be terminated by THE COLLEGE at the Successful Offeror's expense where Successful Offeror becomes unable or incapable of performing, or meeting any requirements or qualifications set forth in the Contract, or for non-performance, or upon a determination by THE COLLEGE that Successful Offeror is non-responsible. Such termination shall be upon written notice to the Contractor. In such event, THE COLLEGE may complete the contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach. Successful Offeror/Successful Offeror will reimburse THE COLLEGE for the actual costs to complete the services in excess of the contract fees provided for in this agreement. Any such act by THE COLLEGE will not be deemed a waiver of any other right or remedy of THE COLLEGE, including, without limitation, THE COLLEGE's right to consequential damages caused directly or indirectly by the Successful Offeror's default.
- b. Authorization of Funds: If the term of this agreement extends into fiscal year(s) subsequent to that in which it is signed, it is understood that the continuation of this contract is subject to the authorization of sufficient funding. If sufficient funds are not so authorized, the parties mutually agree that the contract may be terminated or amended as appropriate in response to the reduction in funding. If the agreement is terminated, Contractor agrees to take back any affected products, software, or hardware furnished under this contract, and relieve THE COLLEGE of any further obligation, except for THE COLLEGE's obligation to pay for services already performed pursuant to this agreement.
- c. Convenience: By written notice, this Contract may be terminated at any time by THE COLLEGE for convenience upon thirty (30) days written notice or other specified period without penalty or other early termination charges due. Such termination of the Contract shall not affect any project or Purchase Order that has been issued under the Contract prior to the date of such termination. If the Contract is terminated pursuant to this subdivision, THE COLLEGE shall remain liable for all accrued but unpaid charges incurred until the date of termination.
- d. Automatic Termination: This agreement will automatically terminate on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; (b) sale or dissolution of the business of either party; (c) failure to comply with federal, state or local laws, regulations or requirements, or (d) expiration of the term.
- e. For Violation of the Sections 139-j and 139-k of the State Finance Law: THE COLLEGE reserves the right to terminate the Contract in the event it is found that the certification filed by the Successful Offeror in accordance with Section 139-k of the State Finance Law (Certificate of Non-Collusion) was intentionally false or intentionally incomplete. Upon such finding, THE COLLEGE may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.
- f. For Violation of Revised Tax Law 5a: THE COLLEGE reserves the right to terminate the contract in the event it is found that the certification filed by the Contractor in accordance with §5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, THE COLLEGE may exercise its termination right by providing written notification to the Contractor.

6. Confidentiality and Publicity/Nondisclosure

The Successful Offeror recognizes that it will be receiving confidential information will retain all information provided by THE COLLEGE in the strictest confidence and will neither use it nor disclose it to anyone other than employees requiring the information to perform services under this agreement without prior written consent of

THE COLLEGE. THE COLLEGE retains the right to enjoin any unauthorized disclosure in an appropriate court of law. The Successful Offeror will not issue any public announcements concerning THE COLLEGE without prior written consent of THE COLLEGE. If requested by THE COLLEGE, each staff member assigned to the THE COLLEGE account will execute a non-disclosure agreement prior to assignment, the original of which shall be maintained by THE COLLEGE.

As THE COLLEGE is a public higher education institution, records in its possession are subject to the New York State Freedom of Information laws and all materials received or created by THE COLLEGE are considered public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other information submitted by a Offeror. Records are not available until after award of the contract.

New York State's Freedom of Information Law that public records must be promptly disclosed upon request unless otherwise exempted from disclosure. Offerors should familiarize themselves

with New York State's Freedom of Information Law and the limits of record disclosure exemptions.

If you believe any of the records you are submitting as part of your bid are or may be exempt from disclosure, you should mark them each as "Confidential/Proprietary" prior to their submission. If THE COLLEGE receives a request for disclosure of any or part of a proposal, THE COLLEGE will follow the procedures set forth in the Freedom of Information Law to determine whether any documents requested for disclosure which are marked confidential should be withheld from disclosure. Compliance with Laws

Successful Offeror agrees to comply with all applicable federal, state, and local laws and regulations. Successful Offeror agrees to include the non-discrimination and compliance provisions of this clause in any and all subcontracts to perform work under the agreement.

#### 7. Jurisdiction, Venue, and Choice of Law

Any actions arising out of performance of services resulting from this solicitation shall be governed by the laws of New York State and shall be brought and maintained in a state or federal court in New York State which shall have jurisdiction and venue thereof.

#### 8. Assignment/Subcontracting

a. Assignment: The Successful Offeror will not assign or transfer its interest, in whole or in part, under this agreement, without the written consent of THE COLLEGE, which consent may be granted or withheld in the sole and absolute discretion of THE COLLEGE.

b. Subcontracting: The Successful Offeror may not subcontract with other qualified firms or individuals as required to complete all, or a portion of, the delivery of equipment and services, without the prior written approval of THE COLLEGE.

#### 9. Force Majeure

Neither party will be deemed in default of this agreement or any provision hereunder to the extent that any delay or failure in the performance of the obligations of such party (other than the payment of money) results from any significant and material causes beyond its reasonable control and without fault or negligence by such party. Examples of such causes include, but are not limited to, (1) acts of God or public enemy, (2) acts of the government in its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) embargoes, (9) earthquakes, and (10) unusually severe weather.

#### 10. Audit

Successful Offeror agrees that THE COLLEGE or its designee shall have the right to review and copy records and supporting documentation pertaining to the performance of this Agreement. Successful Offeror agrees to maintain such records for possible audit for a minimum of seven (7) years after final payment, unless a longer period of records retention is stipulated. Successful Offeror agrees to allow THE COLLEGE or its designee access

to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Successful Offeror agrees to include a similar right of THE COLLEGE or its designee to audit records and interview staff in any subcontract related to performance of this Agreement.

11. License

In those instances where required, the Successful Offeror represents and warrants that the Successful Offeror holds license, permit or special license to perform the services pursuant to this agreement, as required by law or employs or works under the general supervision of the holder of such license, permit or special license and shall keep and maintain all such licenses, permits or special licenses in good standing and in full force and effect at all times while the Successful Offeror is performing the services pursuant to the agreement.

12. Taxes

Unless otherwise specified in the RFP, the quoted bid pricing includes all taxes applicable to the transaction. Purchases made by THE COLLEGE are exempt from New York State and local sales taxes, with certain exceptions, federal excise taxes.

13. Use and Release of Offeror Submissions

All materials submitted by the Offeror become the property of THE COLLEGE and may be returned to Offeror at its sole discretion. Submissions may be reviewed and evaluated by any person, other than one associated with a competing Offeror, designated by THE COLLEGE. THE COLLEGE is not liable for any cost incurred by a Offeror in the preparation and production of any Proposal, or for any work performed prior to the execution of the Contract or issuance of a Purchase Order.

14. Independent Contractor

It is understood and agreed that the legal status of the Successful Offeror, its agents, officers, employees and subcontractors under the Contract is that of an independent Contractor, and in no manner shall they be deemed employees of THE COLLEGE or the County of Orange, and therefore they are not entitled to any of the benefits associated with such employment. The Successful Offeror agrees, during the term of the Contract, to maintain at its expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance, and to provide THE COLLEGE with certification of such insurance upon request. The Successful Offeror remains responsible for all applicable federal, state and local taxes, and all FICA contributions.

15. Ownership of Materials

The Successful Offeror agrees that all final product materials generated by or for THE COLLEGE in the performance of the services set forth herein shall be deemed work for hire and shall become THE COLLEGE's exclusive property.

Thus, prior to expiration of any agreement entered into with THE COLLEGE to perform the services set forth herein, the Successful Offeror will turn over all materials to THE COLLEGE.

16. Confidentiality

The Successful Offeror agrees to keep confidential and not to disclose or use for its own benefit or for the benefit of any third party (except as may be required for the performance of services under this agreement or as may be required by law) any of THE COLLEGE's information, documents or materials to which it becomes privy by virtue of performing the services set forth herein.

17. Severability

In the event that one or more of the provisions of the Contract shall for any reason be declared unenforceable by a court of competent jurisdiction under the laws or regulations in force, such provision(s) shall have no effect on the validity of the remainder of the Contract, which shall then be construed as if such unenforceable provision

was never contained in the Contract.

18. Dispute Resolution

The Successful Offeror and THE COLLEGE agree that it is important to resolve any disputes regarding the performance of Services, or otherwise arising under the Contract, expeditiously. Accordingly, the Parties agree to meet in good faith to resolve any disputes and, in the event any dispute cannot be promptly resolved at the operational level, either Party may request a meeting with senior management of the other Party, which meeting shall be held within three (3) Days or sooner in the event a dispute threatens the performance of a material portion of the Contract. During the course of dispute, Contractor shall continue to provide Services according to the Contract until such dispute is resolved.

19. Transition

THE COLLEGE may require the Successful Offeror to provide uninterrupted Services after termination/expiration as THE COLLEGE deems reasonable and necessary and/or as necessary for THE COLLEGE to comply with all requirements for establishing a new contract.

The transition period shall be determined by THE COLLEGE, and Successful Offeror will be notified of the period in writing. THE COLLEGE shall consult with the Successful Offeror prior to making such determination. THE COLLEGE reserves the right to subsequently amend the transition period upon thirty (30) days advance written notice to the Successful Offeror.

20. No Interruption in Service

At all times during the transition period and unless directed otherwise in writing by THE COLLEGE, the Successful Offeror shall continue all contractual obligations set forth in the Contract until such time as an orderly transition of operations to THE COLLEGE or a third party has taken place. The Successful Offeror shall be required to meet its contractual obligations pursuant to this paragraph notwithstanding the issuance of a termination for cause or convenience.

21. Transition Plan

Within ten (10) days of the giving of a notice of termination as set forth in the Contract or three (3) months prior to the end of the term of the Contract, whichever event occurs first, the Successful Offeror shall provide for approval by THE COLLEGE a detailed written plan for Transition (Transition Plan) which outlines, at a minimum, the tasks, milestones and deliverables associated with the smooth transition of Project Services to THE COLLEGE or the successor contractor. Successful Offeror agrees to amend the Transition Plan to include all other information deemed necessary by THE COLLEGE.

22. Contractor Transition Services

"Transition Services" shall be deemed to include Contractor's responsibility for all tasks and services outlined in the Contract, and for transferring in a planned manner specified in the Transition Plan all tasks and services to THE COLLEGE or the successor contractor. It is expressly agreed between the parties that the level of service during the transition period shall be maintained in accordance with and shall be subject to all the terms and conditions of the Contract, provided, however, that where, during the transition period, tasks or services are transitioned to or assumed THE COLLEGE or the successor contractor, Contractor shall not be held responsible for the negligent acts or negligent omissions of THE COLLEGE or the successor contractor or for service degradation resulting from the negligent omissions of THE COLLEGE or the successor contractor.

Contractor shall be compensated for services performed during the transition period at the rates set forth in the Contract.

23. THE COLLEGE Responsibilities for Transition

THE COLLEGE shall assume responsibility for transition project management. A project manager responsible for coordinating transition activities, maintaining the transition task schedule, and approving transition



deliverables shall be appointed. Weekly project review meetings shall be held with representatives of the Contractor and THE COLLEGE or its successor contractor.

24. News Releases

News releases pertaining to the award of any contract may not be made without the prior written approval of THE COLLEGE.

25. Disposition of Materials

All materials submitted in response to an RFP will become the property of THE COLLEGE and will be returned only at THE COLLEGE's option and at the expense of the Offeror. One copy of each proposal will be retained for THE COLLEGE's official files.

26. Contractor hereby represents that said Contractor is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor has not:

1. Provided goods and services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas for the energy sector of Iran; or
2. Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five days or more if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

Any Contractor who has undertaken any of the above and is identified on a list created pursuant to Section 165-a(3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

Except as otherwise specifically provided herein, every Contractor submitting a bid in response to this Request for Bids must certify and affirm the following under penalties of perjury:

- a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b)." Orange County Community College will accept this statement electronically or within the bid documents submission in accordance with the provisions of Section 103 of the General Municipal Law.

Except as otherwise specifically provided herein, any Bid that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder cannot make the certification as set forth in subdivision (a) above, the Bidder shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The College reserves its rights, in accordance with General Municipal Law Section 103-g, to award the Bid to any Bidder who cannot make certification, on a case-by-case basis under the following circumstances.

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The College has made a determination the goods or services are necessary for the College to perform its functions and that, absent such an exemption, the College would be unable to obtain the goods or services for which the Bid is offered. Such a determination shall be made by the College in writing and shall be a public document.

27. Contractor hereby represents that said Contractor is in compliance with New York State Labor Law Section



201-g relative to Sexual Harassment prevention and training to all of its employees.

Every Contractor submitting a bid in response to this Request for Bids must certify and affirm the following under penalties of perjury:

- b) a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the bidder 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 201-g of the labor law.
- c) b) Orange County Community College will accept this statement electronically or within the bid documents submission.

(End of Terms and Conditions)

**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

PLEASE SIGN A OR B

A. I do not have any affiliations or financial interests with any segment of Orange County Community College/County of Orange, or any employee, board member or elected official.

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

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

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

B. I have an affiliation or financial interest with Orange County Community College/County of Orange, employee, board member or elected official. The affiliation or financial interest is as follows (please be specific):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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



**NON-COLLUSIVE BIDDING CERTIFICATION**  
Required by Section 103(d) of the General Municipal Law  
***MUST BE SIGNED BEFORE A NOTARY PUBLIC***

By submission of this RFP, each vendor and each person signing on behalf of any Firm 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 knowledge and belief:

- 1) The prices in this proposal 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 vendor or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor; and
- 3) No attempt has been made or will be made by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

NAME OF FIRM:

\_\_\_\_\_  
Individual or Legal Name of Firm or Corporation

MAILING ADDRESS:

CITY/STATE/ZIP CODE:

BY:

\_\_\_\_\_  
Signature of Representative of Firm or Corporation (blue or other non-black ink)

DATED:

\_\_\_\_\_  
Subscribed to under penalty of perjury under the laws of the State of New York, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ as the act and deed of said individual, corporation or partnership.

\_\_\_\_\_  
Notary Public, State of New York



## INDEMNIFICATION AGREEMENT

The Firm agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the College, the Firm agrees to indemnify and hold harmless the College, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Firm or third parties under the direction or control of the Firm; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the Agreement and to bear all other costs and expenses related thereto.

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**NOTARY PUBLIC**

\_\_\_\_\_  
**DATE**



## IRANIAN ENERGY SECTOR DIVESTMENT

Certification Pursuant to Section 103-g of the New York State General Municipal Law

- A. By submission of this bid/proposal, each Offeror/proposer and each person signing on behalf of any Offeror/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Offeror is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the Offeror/proposer cannot make the foregoing certification set forth in Paragraph A above, the Offeror/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Offeror/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
  2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**PERSON AUTHORIZED TO RECEIVE NOTICE**  
(COMPLETE IF DIFFERENT THAN PERSON SUBMITTING BID FORM)

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

Title: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_



**NON DISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:  
MacBRIDE FAIR EMPLOYMENT PRINCIPLES**

In accordance with §165 of the State Finance Law, the Contractor stipulates that it either has no business operations in Northern Ireland, or if it does have such business operations, it shall take lawful steps in good faith to conduct such operations in accordance with the MacBride Fair Employment Principles.  
PLEASE READ AND INITIAL EITHER STATEMENT #1 OR STATEMENT #2. DO NOT INITIAL BOTH STATEMENTS.

\_\_\_\_ 1. The Contractor, and any individual or legal entity in which the Contractor holds a 10% or greater ownership interest and any individual or legal entity that holds a 10% or greater ownership interest in the Contractor has no business operations in Northern Ireland.

\_\_\_\_ 2. The Contractor, and any individual or legal entity in which the Contractor holds a 10% or greater ownership interest and any individual or legal entity that holds a 10% or greater ownership interest in the Contractor shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles and shall permit the independent monitoring of their compliance with such principles.

X \_\_\_\_\_  
Signature

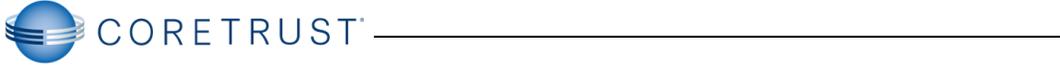
\_\_\_\_\_  
Print Name



**REFERENCES:** List the five (5) largest organizations for which you currently provide the same or similar service. Include names, addresses, email, and phone numbers of the persons most familiar with your services.

<b>1. Contact Name</b>	
<b>Company Name</b>	
<b>Address</b>	
<b>Phone</b>	
<b>Email</b>	
<b>2. Contact Name</b>	
<b>Company Name</b>	
<b>Address</b>	
<b>Phone</b>	
<b>Email</b>	
<b>3. Contact Name</b>	
<b>Company Name</b>	
<b>Address</b>	
<b>Phone</b>	
<b>Email</b>	
<b>4. Contact Name</b>	
<b>Company Name</b>	
<b>Address</b>	
<b>Phone</b>	
<b>Email</b>	
<b>5. Contact Name</b>	
<b>Company Name</b>	
<b>Address</b>	
<b>Phone</b>	
<b>Email</b>	





**RECEIPT OF ADDENDA**

PLEASE NOTE: If addenda have been issued, this must be completed.

OFFEROR hereby acknowledges receipt of the following Addenda and has included these requirements in the Bid. (If none, so state and affix signature).

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_,

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_,

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

or

None

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

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



**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.

### 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.

### 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.

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

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

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

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

#### **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.

#### **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.

#### **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.

## 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.

## 9. BYRD ANTI-LOBBYING AMENDMENT

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

Respondent's SIGNATURE

## 10. PROCUREMENT OF RECOVERED MATERIALS

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

## 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.

## 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



## SECTION D – NEW JERSEY BUSINESS COMPLIANCE

### **New Jersey Business Compliance – Limitation of Applicability**

The New Jersey Business Compliance requirements and Attachments listed in this Section are included to ensure that the Contract can be used by New Jersey agencies in compliance with their state requirements. Their inclusion ensures that the Master Agreement may be lawfully promoted and used by New Jersey agencies.

To simplify administration, vendors are asked to complete the Attachments at the time of proposal submission. Completion in such cases is for administrative convenience only and shall not create any obligation in any state that does not permit or require such provisions.

These requirements are applicable only when a government agency located in New Jersey is acting as the procuring or Participating Agency. For all other Lead Agencies and Participating Agencies, the New Jersey requirements do not apply. Agencies outside of New Jersey are not required to complete or comply with these Attachments or statutory references as a condition of response, evaluation, or award.

The procurement laws of the Lead Agency and each Participating Agency shall govern, and any conflicting provisions in the New Jersey Business Compliance materials shall have no effect outside of New Jersey.

The inclusion of these New Jersey forms is necessary for New Jersey's participation but does not create obligations for Respondents outside New Jersey and shall have no effect on eligibility for award under this Solicitation, except where New Jersey itself is the procuring or Participating Agency.

### **Applicability of Attachment 3 – New Jersey Only**

Attachment 3 – Affirmative Action Affidavit (P.L. 1975, c.127) is included solely to satisfy requirements under New Jersey law. This Attachment is applicable **only** to solicitations, contracts, or orders issued by government agencies located in New Jersey or other entities conducting procurements under New Jersey law.

In jurisdictions outside New Jersey, completion of Attachment 3 is subject to the laws of that jurisdiction. If a state or local government does not permit or require this type of affidavit, vendors are not obligated to submit it, and no adverse action will result from leaving it incomplete.

To simplify administration, vendors are asked to complete Attachment 3 at the time of proposal submission. Completion in jurisdictions that do not require it is for administrative convenience only and does not create any legal obligation.

For clarity, the inclusion of Attachment 3 does not create any obligation for vendors in Arkansas or in any other state that does not permit or require such provisions. Non-compliance with New Jersey's requirements shall have no effect on a vendor's eligibility for award or fulfillment of orders under this Solicitation, except where a government agency located in New Jersey is the procuring or Participating Agency.

*[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
	Attachment 8	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

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 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Part I Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)       Limited Liability Company (LLC)
- Partnership     Limited Partnership       Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

*(Please attach additional sheets if more space is needed):*

Name of Individual or Business Entity	Address

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV CERTIFICATION**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **[New Jersey Government Entity]** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **[NJ Government Entity]** to notify the **[NJ Government Entity]** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **[NJ Government Entity]** to declare any contract(s) resulting from this certification void and unenforceable.



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

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

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

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

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

(Seal)



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

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

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

**Required Affirmative Action Documentation:**

Respondent shall submit with its proposal:

- (1) Letter of Federal Affirmative Action Plan Approval  
**OR**
- (2) Certificate of Employee Information Report  
**OR**
- (3) Employee Information Report Form AA302

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

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**PROCUREMENT, PROFESSIONAL, AND SERVICE CONTRACTS**

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

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

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

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

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

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable 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/lfn\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfn_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](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**

**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: Home Address: Name: Home Address: (repeated for two stockholders)

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](#)



**ATTACHMENT 8 – CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES  
IN RUSSIA OR BELARUS**

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter “Vendor”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

*(Check the Appropriate Box)*

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#) on account of activity related to Russia and/or Belarus.

**OR**

B. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#) on account of activity related to Russia and/or Belarus.

**OR**

C. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Attach Additional Sheets If Necessary.)*

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
FEID Number

\_\_\_\_\_  
Signature of Authorized Agent

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

\_\_\_\_\_  
Date

Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).



**SECTION E – STATE NOTICE ADDENDUM**

*[Attachment to Follow]*

**STATE NOTICE ADDENDUM**

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

Nationwide:

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

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

*[Remainder of page intentionally left blank.]*

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

BAKER CITY GOLF COURSE, OR  
CITY OF ADAIR VILLAGE, OR  
CITY OF ASHLAND, OR  
CITY OF AUMSVILLE, OR  
CITY OF AURORA, OR  
CITY OF BAKER, OR  
CITY OF BATON ROUGE, LA  
CITY OF BEAVERTON, OR  
CITY OF BEND, OR  
CITY OF BOARDMAN, OR  
CITY OF BONANAZA, OR  
CITY OF BOSSIER CITY, LA  
CITY OF BROOKINGS, OR  
CITY OF BURNS, OR  
CITY OF CANBY, OR  
CITY OF CANYONVILLE, OR  
CITY OF CLATSKANIE, OR  
CITY OF COBURG, OR  
CITY OF CONDON, OR  
CITY OF COQUILLE, OR  
CITY OF CORVALLI, OR  
CITY OF CORVALLIS  
PARKS AND RECREATION DEPT., OR  
CITY OF COTTAGE GROVE, OR  
CITY OF DONALD, OR  
CITY OF EUGENE, OR  
CITY OF FOREST GROVE, OR  
CITY OF GOLD HILL, OR  
CITY OF GRANTS PASS, OR  
CITY OF GRESHAM, OR  
CITY OF HILLSBORO, OR  
CITY OF INDEPENDENCE, OR  
CITY AND 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  
CITY 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 CITIES  
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  
EL SINORE, 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  
INCLUDING, BUT NOT  
LIMITED TO:**  
ARGOSY UNIVERSITY  
BATON ROUGE  
COMMUNITY COLLEGE, LA

BIRTHINGWAY COLLEGE  
OF MIDWIFERY  
BLUE MOUNTAIN  
COMMUNITY COLLEGE  
BRIGHAM YOUNG  
UNIVERSITY - HAWAII  
CENTRAL OREGON  
COMMUNITY COLLEGE  
CENTENARY COLLEGE OF  
LOUISIANA  
CHEMEKETA COMMUNITY  
COLLEGE  
CLACKAMAS COMMUNITY  
COLLEGE  
COLLEGE OF THE  
MARSHALL ISLANDS  
COLUMBIA GORGE  
COMMUNITY COLLEGE  
CONCORDIA UNIVERSITY  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY  
COLLEGE DISTRICT  
LANE COMMUNITY  
COLLEGE  
LEWIS AND CLARK  
COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY  
COLLEGE  
LOUISIANA COLLEGE, LA  
LOUISIANA STATE  
UNIVERSITY  
LOUISIANA STATE  
UNIVERSITY HEALTH  
SERVICES  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY  
COLLEGE  
MULTNOMAH BIBLE  
COLLEGE  
NATIONAL COLLEGE OF  
NATURAL MEDICINE  
NORTHWEST CHRISTIAN  
COLLEGE  
OREGON HEALTH AND  
SCIENCE UNIVERSITY  
OREGON INSTITUTE OF  
TECHNOLOGY  
OREGON STATE  
UNIVERSITY  
OREGON UNIVERSITY  
SYSTEM  
PACIFIC UNIVERSITY  
PIONEER PACIFIC  
COLLEGE  
PORTLAND COMMUNITY  
COLLEGE  
PORTLAND STATE  
UNIVERSITY  
REED COLLEGE  
RESEARCH CORPORATION  
OF THE UNIVERSITY OF  
HAWAII

ROGUE COMMUNITY COLLEGE  
 SOUTHEASTERN LOUISIANA UNIVERSITY  
 SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)  
 SOUTHWESTERN OREGON COMMUNITY COLLEGE  
 TULANE UNIVERSITY  
 TILLAMOOK BAY COMMUNITY COLLEGE  
 UMPQUA COMMUNITY COLLEGE  
 UNIVERSITY OF HAWAII BOARD OF REGENTS  
 UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE  
 UNIVERSITY OF OREGON-GRADUATE SCHOOL  
 UNIVERSITY OF PORTLAND  
 UNIVERSITY OF NEW ORLEANS  
 WESTERN OREGON UNIVERSITY  
 WESTERN STATES CHIROPRACTIC COLLEGE  
 WILLAMETTE UNIVERSITY  
 XAVIER UNIVERSITY  
 UTAH SYSTEM OF HIGHER EDUCATION, UT  
 UNIVERSITY OF UTAH, UT  
 UTAH STATE UNIVERSITY, UT  
 STATE OF UTAH

WEBER STATE UNIVERSITY, UT  
 SOUTHERN UTAH UNIVERSITY, UT  
 SNOW COLLEGE, UT  
 DIXIE STATE COLLEGE, UT  
 COLLEGE OF EASTERN UTAH, UT  
 UTAH VALLEY UNIVERSITY, UT  
 SALT LAKE COMMUNITY COLLEGE, UT  
 UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

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

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

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

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**APPENDIX B – BEST VALUE SOLICITATION**

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**SECTION F – BACKGROUND & SCOPE****1. INTRODUCTION****Nationwide Cooperative Contract for HIGHER EDUCATION OFFICE SUPPLIES**

**Lead Agency:** SUNY Orange / Orange County Community College

SUNY Orange / Orange County Community College, serving as the Lead Agency in partnership with CoreTrust Purchasing Group, is issuing this solicitation for office supplies, products and related services on behalf of a nationwide cooperative purchasing contract. The Lead Agency, in collaboration with CoreTrust, seeks proposals from qualified Proposers (or “Proposers”) for office supplies, products, and related services to include but shall not be limited to binders, paper, cleaning and personal care, furniture, computer accessories, ink cartridges, notepads, post-its, pens, pencils, highlighters, school supplies, and toners.

This solicitation is a Best Value RFP, meaning proposals will be evaluated not solely on cost but on the overall value, including quality, technical capability, past performance, and the ability to meet cooperative contract needs.

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

This RFP seeks proposals that address the requirements of this cooperative agreement, demonstrate experience with similar contracts, and offer competitive, transparent pricing for all agencies. Proposals must clearly describe the solution’s capabilities, scalability, and cooperative contract support services.

At the time of this solicitation, the number of Participating Agencies is unknown.

**2. OVERVIEW**

This best value solicitation (“**solicitation**”) is published by the SUNY Orange / Orange County Community College (“**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, public agencies 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.

### 3. PRODUCTS AND SERVICES

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

<b>NIGP Product &amp; Service Category</b>
61500 Office Supplies, General
61514 Binders, Ring
61520 Calendars, Planners
61528 Clips: Binder, Paper
61534 Envelopes, All Types
61539 Folders, File
61545 Labels, All Types
61551 Pads & Paper (Legal, Notepads)
61559 Pens, Pencils, Markers
61561 Post-it Notes and Adhesive Notes
61579 Staplers & Staples
61586 Tape: Clear, Masking, Packing
61594 Storage Boxes (bankers boxes)

See 13. Scope of Work for further information.

### 4. PURPOSE

The purpose of this Request for Proposal (RFP) is to obtain the services of a responsive and responsible firm/agency to provide SUNY Orange/Orange County Community College/The College with office supplies, products and related services, on an as needed basis. The information provided in the RFP is intended to assist interested parties in the preparation of their proposals. This information is not intended to limit a proposal's content or exclude any relevant or essential data.

The awarded vendor shall provide a comprehensive solution designed to support municipalities, government agencies, and political subdivisions. See 13. Scope of Work for further information.

### 5. TYPE OF CONTRACT / CONTRACT TERM

- A. As a result of this solicitation, the College intends to award a contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is February or March 2026, except that the actual contract start date may be adjusted unilaterally by the College for up to three (3) calendar months. By submitting a signed proposal in response to the solicitation, the Prospective Supplier

represents and warrants that it will honor its proposal as being held open as irrevocable for this period.

- C. The initial term of a resulting contract will be for three (3) years. Upon mutual agreement by the Contractor and City, the contract may be renewed by the College for up to two (2) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of five (5) consecutive years.

## 6. MASTER AGREEMENT

- 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.

## 7. ADMINISTRATION AGREEMENT

- A. 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.

## 8. 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.

**9. SCHEDULE OF EVENTS**

The schedule provided in this solicitation is subject to change. The issuing party reserves the right to modify the timeline, including but not limited to deadlines for submission, evaluation periods, and the announcement of results. Any amendments or updates to the schedule will be communicated to all participants promptly through the official communication channels.

Event	Date
Issue Solicitation	November 21, 2025
Pre-Proposal Conference	December 2, 2025, 10:00 a.m. ET
Deadline for Questions	December 8, 2025
Deadline for Answers	December 12, 2025
Proposal Due Date	December 16, 2025, 3:00 p.m. ET
Approval Date	TBD
Contract Effective Date	TBD

**10. ON-LINE PRE-PROPOSAL CONFERENCE**

A. An online pre-bid conference will be held for this solicitation. This conference allows potential bidders to ask questions and seek clarifications regarding the solicitation.

[Microsoft Virtual Events Powered by Teams  
https://events.teams.microsoft.com/event/81e0ae4d-25f5-4294-9481-c534702073d2@aa442213-be0d-427e-bd90-9c4a5e7ab4c8](https://events.teams.microsoft.com/event/81e0ae4d-25f5-4294-9481-c534702073d2@aa442213-be0d-427e-bd90-9c4a5e7ab4c8)

B. **Registration:** Interested bidders must register for the pre-bid conference by [Insert Registration Deadline]. To register, please contact Cynthia Rolon at [cynthiarolon@sunyorange.edu](mailto:cynthiarolon@sunyorange.edu).

**C. Important Notes:**

- Attendance at the pre-bid conference is not mandatory but is highly recommended.
- All questions and answers discussed during the conference will be documented and shared with all registered bidders.
- Any changes or clarifications to the solicitation resulting from the conference will be issued as an addendum.

**11. INTERCHANGEABLE TERMS**

A. For the purposes of this solicitation, the following terms are used interchangeably:

- Proposer
- Supplier
- Vendor
- Offeror
- Bidder
- Respondent

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OR, delete if there is no pre-proposal conf.

These terms all refer to any individual or entity submitting a Bid, Proposal, or Response to this solicitation. The use of one term shall be understood to include all others unless a different meaning is clearly indicated by the context

B. For the purposes of this solicitation, the following terms are used interchangeably:

- Bid
- Proposal
- Response

These terms refer to any formal submission by a respondent in reply to this solicitation, regardless of the procurement method (e.g., Invitation to Bid, Request for Proposal, Request for Qualifications). The use of any one of these terms shall be construed to include the others unless the context clearly indicates otherwise.

C. The above lists are a good-faith effort to include all relevant terms, but please note that some items may have been inadvertently missed.

**12. BACKGROUND**

The Lead Agency, SUNY Orange / Orange County Community College, is partnering with CoreTrust to receive proposals from qualified vendors for office supplies, products and related services at a national cooperative level. See 13. Scope of Work for further information.

**13. SCOPE OF WORK**

- A. The Lead Agency, in collaboration with CoreTrust, seeks proposals from qualified Proposers (or “Proposers”) for office supplies, products, and related services to include but shall not be limited to binders, paper, cleaning and personal care, furniture, computer accessories, ink cartridges, notepads, post-its, pens, pencils, highlighters, school supplies, and toners.
- B. Marketing: Cooperative contracts work best when they are used by as many public agencies as possible. It is imperative that this contract drive as many individual transactions as possible across as many government agencies as possible to be successful. The supplier must discuss its plan to advertise and promote the contract and to prioritize government spending on this contract. See 28. Marketing Plan.

13.1 Scope of Work – General

The Respondent shall provide a synopsis of the terms and requirements of the contract that will be made available to users, including information regarding office supplies, school supplies, copy and print services, promotional materials and services, office furniture, cleaning and break room, and other applicable products and service solutions, propose pricing, ordering, e-commerce, deliveries, returns, reporting capabilities, value-add, etc.

The Respondent shall bid all categories, below:

Category	Examples:
Office Supplies	e.g. binders; adhesives; desktop supplies; letter openers; writing supplies; rulers; scissors; staplers; rubber bands; file folders; etc.

Ink & Toner	e.g. ink cartridges; toner; waste cartridges; drums; etc.
Paper	e.g. business cards; copy paper; multipurpose paper; index cards; thermal rolls; notebooks; memo pads; etc.
Breakroom	e.g. breakroom appliances; coffee; coffee filters; condiments; condiment organizers; cups; cutlery; plates; bowls; snacks; tea; cocoa; napkins; etc.
Furniture	e.g. tables; podiums; adjustable height & sit/stand desks; bookcases; file credenzas; office storage; office and task chairs; plastic barriers/sneeze guards; etc.
Technology	e.g. cable management; calculators; laminating equipment; surge protectors; batteries; etc.

### 13.1.1 Company History and Summary

The Respondent shall provide a Company History and Summary including the following information in Word or PDF format:

- A. Brief history and description of the Supplier.
- B. Total number and location of salespeople employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
- E. Description of In-Scope Offerings
- F. Submit FEIN and Dun & Bradstreet reports.
- G. Describe any green or environmental initiatives or policies.
- H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women-owned, small or disadvantaged, disabled veterans, etc.
- I. Describe how the supplier differentiates itself from its competitors.
- J. Provide a detailed history of any legal proceedings, including lawsuits, regulatory investigations, bankruptcy filings, or corporate restructuring within the past five years. Specify case outcomes, ongoing litigation exposure, and potential risks that may impact contract performance.
- K. Felony Conviction Notice: Indicate if the supplier
  - is a publicly held corporation, and this reporting requirement is not applicable;
  - is not owned or operated by anyone who has been convicted of a felony; or
  - is owned or operated by an individual(s) who has been convicted of a felony and provides the names and convictions.
- L. Describe any debarment or suspension actions taken against the supplier within the last five years.

### 13.2 Discounted Pricing Requirements – Pricing Pages for Section O – Cost Proposal Workbook

- A. Offerors shall provide a transparent pricing structure based on a discount from a verifiable price list, a fixed price, or a combination of both with indefinite quantities. Pricing must be structured to allow easy verification, with clear documentation on how discounts are applied to different product categories. Any exceptions to the discounts proposed must be clearly identified. Additional pricing and/or discounts may be included. The respondent shall provide pricing for a specific list of core or high-volume use items, attached herein. The Respondent shall list all applicable discounts by group and enumerate any areas within the catalog where additional restrictions may apply. All pricing shall be provided based on a national scope for any and all government agencies within the United States.

- B. The Proposed Pricing Pages – Core items reflect high-use items and are intended to provide information for comparison only and will not be the sole determining factor in any award of an agreement resultant from this Request for Proposal process. The pricing matrix for core, or high-use items, is based on the highest quantity, most commonly used items on the current SUNY Orange contract. The Market Basket items reflect additional items from various diverse categories of items which SUNY Orange and CoreTrust Purchasing Group wish to make available to agencies on the final Agreement. The purpose of the Market Basket is to allow SUNY Orange to evaluate the proposer's non-core pricing.
- C. Therefore, if an Original Equipment Manufacturer (OEM) product is specified in the Proposed Pricing Pages proposer MUST provide pricing for that manufacturer's product and/or equivalent OEM product specified. DO NOT submit a generic equivalent, reconditioned, or reloaded item unless the item SKU specifically describes an item that may fall into one of those categories. In the event that the reference SKU reflects a generic equivalent, reconditioned, or reloaded item, then the proposer may submit their own generic item for consideration. Generic items will also be identified on the Proposed Pricing Pages document. It should be noted that the successful awarded proposer will be able to market generic, reconditioned, reloaded items that proposer considers to be equal to the listed SKU's to agencies after contract award.
- D. The respondent shall provide pricing for diverse groups of products which may include but not be limited to such items on the Pricing Matrix, office and school consumables, folders, binders & accessories, breakroom & cleaning supplies, office equipment and furniture, copy and print services, promotional materials and services, technology items including IT peripherals, paper (white recycled, virgin, other), toner (original manufacture and remanufactured) and other applicable products and services. Other applicable products and service solutions: This includes private labels that are equal to or superior to the original manufacturer's product. While SUNY Orange has attempted to include diverse product categories under the Market Basket section of the Pricing Matrix, this may not reflect all potential product categories listed herein.
- E. Core items shall be clearly designated as "Core Items" in successful Contractor's online catalog.
- F. Customized Market Baskets. In addition to the National Market Basket, Offerors may provide customized market baskets to participating agencies after Contract award.
- G. The pricing terms and conditions offered to SUNY Orange under this Agreement, in the aggregate, are as favorable as those offered by the Vendor to any of its similarly situated cooperatives serving the public sector. The pricing offered hereunder will be based on several factors, including, but not limited to, overall product mix, purchase volume, and service level requirements. Pricing for Participants may be customized based on numerous factors, but the Vendor cannot guarantee that any one individual Participant's pricing will be as favorable as any other individual Participant's pricing.
- H. The successful respondent may propose a rebate program as an option. Rebates may be offered for large quantity orders, single ship locations, growth, annual spend, guaranteed quantity, etc. The proposal response shall outline any applicable rebate program that may be available.

#### **14. PRICING ESCALATION/ DEESCALATION**

14.1 Contractor shall submit formal requests for price escalation or de-escalation at least 30 days in advance, with supporting documentation such as:

- Industry cost indices (e.g., Bureau of Labor Statistics, Producer Price Index)
- Raw material cost fluctuations affecting pricing
- Justification for temporary vs. permanent price change
- Assurance that category-level discounts remain unchanged

14.2 Pricing adjustments shall be reviewed on a quarterly basis and approved only if justified by market conditions.

14.3 The changes shall be based on changes to the list unit pricing for each item, and the percentage discounts for each category/item shall remain unchanged throughout the term of the Agreement.

14.4 SUNY Orange recognizes that at certain times during the term of this Agreement, pricing in some industries may become volatile due to various changes not limited to changes in economic conditions such as product shortages, raw material shortages, labor stoppages, tariffs, government regulation, foreign interference or other changes which create volatile market pricing. The successful Contractor shall be responsible to provide adequate notice to SUNY Orange of such situations. It is desired that such pricing remain fixed and firm through the remaining three (3) month period in place at the time, with adjustments to be made at the beginning of the next three (3) month period; however, in the event of extreme changes in market conditions, the Contractor shall advise SUNY Orange as soon as feasibly possible regarding the circumstances surrounding such extreme market condition changes. SUNY Orange reserves the right to accept or reject such requests based on their merit. Such pricing changes must be approved by SUNY Orange prior to implementation.

14.5 The Contractor may offer promotional discounts for specific items or categories of items. The Contractor may provide SUNY Orange with temporary promotional discounts to pricing during the term of the Agreement. The promotional discounts may be provided based on the actual effective dates of such promotions and shall not penalize the Contractor when pricing is audited.

14.6 Competitive Pricing. The pricing, terms, and conditions offered under this Agreement, in the aggregate, must be more favorable as those offered by Vendor to any similarly situated Cooperative Purchasing Agreement serving the public sector. Supplier's pricing offered to CoreTrust will be based on several factors including but not limited to core list overall product mix, authorized user product mix, transaction and overall volume, authorized user delivery specifics, total purchase volume, total program participants, specific service level requirements, specific terms, and Supplier's total delivered cost. The combination of these unique factors provides CoreTrust with an overall value that must be equal to, or better than any other Similarly-Situated-Cooperative Purchasing agreement serving the Public Sector. Supplier's pricing for Participants may be customized within each Purchaser Specific Agreement based on numerous factors such as those described above but will never be higher than the not to exceed pricing provided in the solicitation response. As such, Parties acknowledge that Vendor cannot guarantee that any one individual Participant's pricing will be as favorable as any other individual Participant's pricing.

## 15. ORDERING REQUIREMENT & E-COMMERCE

15.1 The successful Respondent shall provide a fully integrated online ordering system that ensures:

- A. Secure electronic catalog functionality with real-time pricing and inventory updates;
- B. Compliance with PCI DSS for secure payment processing;
- C. SOCII certification or equivalent for system security;

- D. Multi-tier approval workflows tailored for agency needs;
- E. Full integration capabilities with e-procurement platforms (e.g., Coupa, SAP Ariba, PeopleSoft, etc.)

15.2 The successful Respondent shall provide appropriate data security to safeguard orders placed online. See 16. Data Protections and Data Breach.

15.3 Supplier must show evidence of a high level of data and access control, including at a minimum PCI compliance for credit card transactions and SOC II compliance or equal for technology systems. Proof of SOC II or equivalent audits should be provided, and the current reports will remain available for inspection during the term of the contract. Response must include precautions in place to prevent supplier punch outs or connectivity to financial systems from being used as an unauthorized entry point to government data systems.

15.4 The online ordering system shall be populated with all appropriate and correct pricing for, based on the respondent's consortium pricing. In the event an error in pricing is discovered in favor of the user, the successful contractor shall provide a refund and/or credit memo to be issued within ten (10) days after the discovery of the discrepancy.

15.5 The online ordering system shall be structured in such a manner to allow for multiple approval levels which may be customized for individual agencies.

15.6 The online ordering system shall be set-up to provide for billing to a specific address and shall be capable of accepting procurement cards ("p-card") as a means of payment at the time of order entry.

15.7 It is preferable that the online ordering system be capable of providing the appropriately discounted price to individuals who may wish to purchase supplies at one of the respondent's retail stores. The system shall provide pricing based on the entry of an entity's account number, or by the use of an entity p-card.

15.8 Upon delivery of the order, the successful respondent's e-commerce system shall be capable of providing electronic invoicing if desired.

15.9 In addition to the use of p-cards for payment, the successful respondent's e-commerce system shall be capable of receiving payment via Electronic Funds Transfer (EFT) from the entity.

## 16. DATA PROTECTIONS AND DATA BREACH

The awarded Contractor shall agree to the following terms related to Data Protections and Data Breach.

16.1 Location of Data; CONUS or OCONUS

16.1.1 Any Participating Entity's Contract must specify if they will allow Data to be located outside of the Continental United States (OCONUS).

16.1.2 Unless otherwise authorized or agreed to in a Participating Entity's Contract, when the Contractor is responsible for managing Data, the Contractor shall meet the following requirements:

- All Data shall remain in the Continental United States (CONUS).

- Any Data stored, or acted upon, shall be solely located in Data Centers within CONUS.
- Any services which directly or indirectly access Data shall be performed only from locations within CONUS.
- All Data in transit shall remain in CONUS and shall be encrypted in accordance with the Participating Entity's encryption requirements.
- All helpdesk, online and support services which may access Data shall be performed only from locations within CONUS.
- No Follow the Sun support shall be allowed to access Data directly or indirectly from locations OCONUS.

16.1.3 Unless otherwise authorized or agreed to in a Participating Entity's Contract, when the Participating Entity is responsible for managing Data, the Contractor shall provide the Participating Entity with the capability and the means or tools to meet the following requirements:

- All Data shall remain in the Continental United States (CONUS).
- Any Data stored, or acted upon, shall be solely located in Data Centers within CONUS.
- Any services which directly or indirectly access Data shall be performed only from locations within CONUS.
- All Data in transit shall remain in CONUS and shall be encrypted in accordance with the Participating Entity's encryption requirements.
- All helpdesk, online and support services which may access Data shall be performed only from locations within CONUS.
- No Follow the Sun support shall be allowed to access Data directly or indirectly from locations OCONUS.

16.1.4 Unless otherwise authorized or agreed to in a Participating Entity's Contract, the Contractor may not store, act upon, or access Data outside of OCONUS and may not perform support services that may access Data from OCONUS.

16.1.5 Notwithstanding the foregoing, all services covered under Lot 4- Warranties and Value-Added Services must be performed within CONUS and may not be authorized to be performed from OCONUS.

## 16.2 Data Breach – Required Contractor Actions

16.2.1 The Participating Entity and the Contractor must, in writing, determine a Security Incident notification policy prior to the finalization of a Participating Entity's Contract. If no such agreement is in place, then the default agreement shall be notification of all Security Incidents that may have a direct impact on the Participating Entity by phone immediately upon detection to the Participating Entity's representative.

16.2.2 Unless otherwise provided by law, in the event of a Data Breach, the Contractor shall:

- Notify the Participating Entity's representative by telephone as soon as possible from the time the Contractor confirms Data Breach. The Participating Entity may specify a maximum notification time in its Contract.
- Consult with and receive authorization from the Participating Entity's representative as to the content of any notice to affected parties prior to notifying any affected parties to whom notice of the Data Breach is required, either by statute or by the Participating Entity.
- Coordinate all communication regarding the Data Breach with the Participating Entity's representative (including possible communications with third parties).

- Cooperate with the Participating Entity, its IT or cybersecurity representatives, and/or any Contractor working on behalf of the Participating Entity or its IT in attempting a) to determine the scope and cause of the breach and b) to prevent the future recurrence of such security breaches.
- Promptly take commercially reasonable steps to mitigate the effects and minimize any damage resulting from the Security Event. Contractor shall provide Written notice to the Participating Entity as to all such corrective actions taken by the Contractor to remedy the Data Breach.

16.3 Nothing herein shall in any way impair the Participating Entity or other investigative or law enforcement entity to bring an action against the Contractor or limit Contractor's liability for any violations of any applicable statutes, rules, or regulations.

#### 16.4 Cyber Security Plan & Protocols

Qualified Bidders shall provide a copy of their cyber security plan and protocols to protect Lead Agency and future Participating Entity information (e.g. Personally Identifiable Information (PII), SOC 2, ISO 27001, ISO 27108, etc.).

### 17. MINIMUM ORDERING QUANTITIES & SUSTAINABILITY FEE

The Proposer shall submit their minimum order quantity, which shall reflect the minimum value of an order to be delivered. In the event that a using agency desires to submit an order less than the minimum ordering quantity, the successful proposer may charge a sustainability fee for orders under the required minimum order quantity. Proposer shall include the proposed sustainability fee at the time of proposal submittal. SUNY Orange shall consider the value of the minimum order quantity as well as any sustainability fee as a part of the evaluation of proposal responses.

### 18. INVOICING

All invoices of purchases made against the resulting Contract shall, at a minimum, include the following items:

- Contract Number
- Contractor Name
- SKU(s)/Lot #(s)
- Product Name(s)
- Product Description(s)
- Quantity
- List Price for each Product SKU
- Contract Discount Price for each Product SKU
- Specific designation of special price(s) which may be better than the Contract Price
- Invoice Total

### 19. CURRENT PRODUCT

All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

## 20. PRODUCT RECALLS

In the event of any recall notice, technical service bulletin, or other important notification affecting Product purchased from the resulting Contract, a written notice shall be sent to the CoreTrust Point of Contact. It shall be the responsibility of the awarded Contractor to ensure that all recall notices are sent directly to the CoreTrust Point of Contact.

## 21. DEFECTIVE PRODUCT/ INCORRECT PRODUCT

All defective or incorrect Products shall be replaced and exchanged by the awarded Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the Participating Entity within seven (7) days of initial notification regardless of whether the defective or incorrect product has been received by the contractor.

## 22. DELIVERY REQUIREMENTS

22.1 The successful Respondent shall provide for next day delivery of products ordered by a specific time. The respondent shall utilize a Just in Time Delivery system/process in order to guarantee next day delivery.

22.2 It is desirable that the successful respondent deliver supplies using their own transportation, in order to provide for delivery to the specific location of the ordering entity (commonly known as "Desktop Delivery").

22.3 Supplier shall provide user with the ability to track orders through the on-line ordering system.

22.4 The successful Respondent shall describe the full line of products and services offered by the supplier, including but not limited to the following:

22.4.1 Traditional Office Supplies – Please describe your office products offering. Do you stock your own inventory or rely on wholesalers?

22.4.2 Private Labels – Do you offer private label products? (Must be equal to or superior to the original manufacturer's product.)

22.4.3 Facilities Janitorial, Cleaning, Paper Supplies – Do you offer a line of Janitorial/Sanitation products? Describe the range of the products offered in your line. Is there a benefit for us to purchase our Janitorial/ Sanitation needs from our office supplies provider?

22.4.4 Facilities Break Room Supplies – Please describe your coffee and break room solutions to include the range of products and services offered.

22.4.5 Furniture/ Interiors – Do you offer workplace furniture? If so, please provide an overview of your furniture program, including the products and brands you offer, any customizations available, and what sets your furniture solutions apart from other providers in the market.

22.4.6 Technology – Please provide an overview of your company’s technology offerings and if you have a dedicated platform. Is it included on your general website you would provide? If so, how many products are offered? If required by the customer or by federal funding, how can you provide technology that is TAA compliant?

22.4.7 Supplier will show technology base experience and capabilities tailored to cities, counties, K-12, higher education and state governments.

22.4.8 Ink/Toner – Please describe your ink/toner offering. Do you offer a toner recycling program?

22.4.9 Copy & Print/Stationery – Please describe your company’s copy & print solutions, including your custom stationery offering.

22.4.10 Paper - Please provide an overview of your paper product offering and your relationship with paper manufacturers. Additionally, please describe in detail your company's ability to consistently supply copy paper to all our entities while guaranteeing brand consistency and quality.

- Copy paper must be made in the USA and must include environmental and labor compliance materials.

22.4.11 Promotional Products – Does your organization offer a program for promotional products? If so, please provide an overview of the program.

22.5 Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

22.6 Please provide a detailed list or map of all your full-service stocking distribution centers in the United States, U.S. Territories and Outlying Areas and describe your delivery network, along with your order-fill rate and on-time delivery rate. Additionally, please describe any unique capabilities or logistics that set your distribution network apart from competitors in the market.

22.7 Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

22.8 Provide the number, size and location of Supplier’s distribution facilities, warehouses, and retail network as applicable.

22.9 Discuss the Supplier's ability to provide supply chain as a service, reverse logistics and any other services that may facilitate a government eliminating wasteful and expensive internal management of logistics and supply-based services by contracting with the supplier instead. Include how the services work and pricing for them. This pricing will be informational and not scored as part of the base price but will be available to all governments through the awarded contract. They will not be scored because there is not clarity on if governments will leverage these services, and if they do in what configuration and quantity.

### **23. RETURN POLICY**

The successful Respondent shall provide a hassle-free return policy that includes:

- A. No-cost returns for incorrect, defective, or damaged products;
- B. 30-day return window for standard office supplies;
- C. Expedited refund processing within 5 business days; and
- D. A dedicated return portal for tracking return status and refund issuance.

### **24. CUSTOMER SERVICE, BILLING**

24.1 Participating Entities require responsive and proactive customer service under the resulting Contract. The successful Respondent must:

- A. Provide 24/7 customer support via phone, email, and live chat;
- B. Designate a single point of contact (Account Manager) for issue resolution;
- C. Ensure response times within 1 business day for non-urgent requests and within two (2) hours for urgent matters; and
- D. Implement a customer satisfaction tracking system with performance metrics (e.g., response time, issue resolution rate, Net Promoter Score).

24.2 Service provided by the Respondent, including past customer service history, services available, reduced paperwork, easily understood invoicing, and quick turnaround time for orders as well as inquiries will be a factor in the determination of the successful respondent to this request.

24.3 It is highly desirable that the successful Respondent utilize dedicated inside and outside representatives to service this Agreement. The Respondent may utilize multiple representatives to cover the nation but shall appoint a single point of contact to provide for consistency and continuity of service.

24.4 Additionally, the successful Respondent shall also provide individual dedicated inside and outside representatives to service this Agreement on a national basis for members of who utilize this Agreement.

24.5 The successful Respondent shall provide for accurate billing of items ordered, timely credits (within 24 hours), and invoices that are easy to understand.

### **25. REPORTING CAPABILITIES AND THIRD-PARTY AUDITS**

25.1 The successful Respondent shall provide comprehensive reporting and data analytics tools that include:

- A. Detailed spend analysis reports (including agency-wide purchase trends);
- B. Real-time dashboards for tracking orders, deliveries, and budget allocations;
- C. Customizable reports for tracking cost savings and sustainability compliance; and
- D. Automated monthly and quarterly reports accessible via an online portal.

25.2 A listing of standard reports available should be provided with the proposal response.

25.3 The Contractor shall obtain a third-party firm at no additional cost to SUNY Orange to conduct external price audits on this contract. The Contractor shall contract with a third-party firm (to be approved by SUNY Orange) to conduct a quarterly random sampling (a minimum of 500 items per

quarter) of contract items to confirm the accuracy of contract price or percentage discount and final sell price. Specifically, the third-party firm will confirm the prices displayed on the Contractor's website are equal to or less than the contract terms. The third-party firm shall provide a quarterly report to SUNY Orange indicating a Price Accuracy Percentage Rate of 98% or higher. The Price Accuracy Percentage Rate shall be calculated using the following formula: the total sum of the contract price for 500 products sampled divided by the total sum of the purchase price for 500 products.

Example: \$5,050 divided by \$4,900 = 103%. At a minimum, the quarterly report will identify items not in compliance with the contract terms, provide the date of the audit, and screenshots of the items on the Contractor's website that were not in compliance with the contract terms. If SUNY Orange deems it is in the best interest of SUNY Orange, SUNY Orange reserves the right to increase the frequency of the Third- Party Audit.

## 26. CONTRACT RISK AND MISCELLANEOUS

The Proposer shall provide a supply chain risk mitigation plan, including:

- A. Tariff impact analysis, including pricing strategies for tariff adjustments;
- B. Information regarding supply chain diversity, detailing multiple sourcing options to prevent disruptions;
- C. Information regarding business continuity planning, including contingency measures for shortages, natural or technological disasters, or global supply chain issues;
- D. Information regarding sustainability - What are the sustainability goals you have as an organization? How do you measure success? What has been the progress to your goals? How do you help your customers be more sustainable?

If requested, explain how you can meet local government preferences for community-based qualifications, such as local, veteran-owned, or small businesses, and matching contractors to the communities they serve. Are there additional costs to meeting these requirements and how should those costs be accounted for in the pricing? See also, 23. Sustainability Programs.

## 27. SUSTAINABILITY PROGRAMS

The Proposer is encouraged to provide various sustainability programs as part of this Agreement as Participating Entities may have specific goals related to the following:

- A. A program to encourage the participation of Minority owned businesses, Women's business enterprises, veteran-owned businesses, firms in labor surplus areas and other Disadvantaged Businesses. Such programs shall encourage the use of such businesses as both product suppliers to the successful Contractor as well as Tier One suppliers who serve to contract directly with using agencies, such as firms engaged in the direct delivery of products utilizing the terms and pricing of this Agreement.
- B. An environmental program providing that agencies may purchase environmentally sustainable "green" products from the successful Contractor in order to encourage the use of environmentally friendly products by using agencies.
- C. A tracking and reporting mechanism for monitoring "green" spend and sustainability procurement.

## 28. MARKETING PLAN

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement and supplier's go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

28.1 Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within the first 10-days

28.2 Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the CoreTrust team within first 90 days

28.3 Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- Creation and distribution of a co-branded press release to trade publications
- Announcement, contract details and contact information published on the Supplier's website within first 90 days
- Design, publication and distribution of co-branded marketing materials within first 90 days
- Commitment to attendance and participation with CoreTrust at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier- specific trade shows, conferences and meetings throughout the term of the Master Agreement
- Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by CoreTrust for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by CoreTrust.
- Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- Dedicated CoreTrust internet web-based homepage on Supplier's website with:
  - CoreTrust standard logo;
  - Copy of original Request for Proposal;
  - Copy of contract and amendments between Principal Procurement Agency and Supplier;
  - Summary of Products and pricing;
  - Marketing Materials
  - Electronic link to CoreTrust website including the online registration page;
  - A dedicated toll-free number and email address for CoreTrust

28.4 Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through CoreTrust. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

28.5 Acknowledge Supplier agrees to provide its logo(s) to CoreTrust and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of CoreTrust logo will require permission for reproduction, as well.

28.6 Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by CoreTrust. All sales materials are to use the CoreTrust logo. At a minimum, the Supplier's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive contract

28.7 Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through CoreTrust
- Knowledge of benefits of the use of cooperative contracts

28.8 Provide the name, title, email, and phone number for the person(s) who will be responsible for:

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

28.9 Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

28.10 Does your company have a sales and support team dedicated to furniture design, project management, and installation? If so, please detail each including locations of personnel.

28.11 Explain in detail how the sales teams will work with the CoreTrust team to implement, grow and service the national program.

28.12 Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

28.13 State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

28.14 Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

28.15 Supplier must discuss their plan to market and increase government spend on this contract.

### **29. SURVIVAL CLAUSE**

All applicable software license agreements, warranties or service agreements that were entered into between Contractor and participating agency under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

### **30. UNBALANCED PROPOSALS**

SUNY Orange expects balanced submissions with sustainable pricing, not just artificially low moment in time pricing. To prevent this, if SUNY Orange has a question about the viability of pricing that appears significantly below market pricing, or otherwise unbalanced, we reserve the right to require an eighteen (18) month look back at web and/or list pricing to validate the market appropriateness of the price. In addition, price lists that are unbalanced can be rejected or not evaluated.

To ensure that suppliers are committed to the success of the contract over time, supplier must commit to keeping 95% of the core list available for ordering any participating entity for the entire life of the contract. If product availability on the core list falls below 95%, supplier will need to show evidence of significant market disruption or will be subject to a \$500 dollar penalty per instance where the core list is not available to the customers.

The core list has been designed to allow for private brands and commercial or OEM brands, since individual governments may have a brand preference. On commercial brands listed on the core list, we will accept "or equal substitutes" ONLY if they are also OEM products. Supplier cannot offer private label products as an alternate for brand name products but rather should list private label items in the appropriate section of the core list. The list that results will allow SUNY Orange to evaluate OEM products on a level playing field, and similarly for private label products.

### **31. ATTACHMENTS**

The following documents are provided as an aid in responding to this Solicitation:

Section N – Technical Proposal Workbook  
Section O – Cost Proposal Workbook  
Market Basket Exercise

### **32. ADDITIONAL OR ALTERNATIVE TERMS AND CONDITIONS IN A PARTICIPATING ENTITY'S CONTRACT, INCLUDING LEAD AGENCY**

The terms and conditions set forth in the resulting Contract shall govern all transactions by Participating Entities under this Contract.

A Contractor can propose additional or alternative terms to Participating Entities. An Awarded Contractor shall submit their additional or alternative terms to CoreTrust to be maintained in an Additional or Alternative Terms and Conditions Library.

Additional or alternative terms may, in the discretion of Participating Entities, be allowed as part of a Contractor's response to a Participating Entity's Contract or RFQ and incorporated provided that the following conditions are met:

(i) The Contractor identifies where such additional or alternative terms and conditions may be found;

(ii) The Participating Entity determines that the inclusion of such additional or alternative terms and conditions results in a transaction which is, on an overall basis, more favorable to the Participating Entity than if the transaction did not include such additional or alternative terms and conditions; and

(iii) The Participating Entity accepts such additional or alternative terms and conditions.

No additional or alternative term and condition shall be valid or binding to the Participating Entity to the extent that such additional or alternative term and condition is less favorable to the Participating Entity than, or conflicts with, the Participating Entity's Contract.

No additional or alternative terms and conditions may be incorporated by the Contractor into a Participating Entity's Contract by unilaterally affixing them to the Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms and conditions onto order forms, purchase orders or other documents forwarded by the Contractor for payment, notwithstanding Participating Entity's subsequent acceptance of Product, or that Participating Entity has subsequently processed such document for approval or payment.

Nothing herein shall be deemed to prohibit a Contractor from offering a Participating Entity better and more advantageous pricing and terms and conditions during the term of their Contract.

### **33. TITLE AND RISK OF LOSS**

Title to and risk of loss of the bidder's proposal under this contract shall remain with the bidder, who shall ensure the materials against loss or damage, until the various materials are delivered and fully accepted by the agency.

### **34. REPLACEMENT CONTRACTOR**

In the event that CoreTrust terminates any resulting Contract resulting from such Contract, CoreTrust reserves the right to award to the Contractor with the next highest score from Section N – Technical Proposal and Section O – Cost Proposal that is willing to accept a Contract or Configuration award without rebidding. Under no circumstances will the new awardee be permitted to decrease the percentage discounts as bid.

### **35. CONTRACTOR RESPONSIBILITY FOR SUBCONTRACTORS**

Qualified Bidders shall submit a complete list of their Authorized Subcontractors, Resellers, or other business relationships utilized to fulfill responsibilities under the resulting Contract. Bidders shall utilize the Subcontractor Information tab of Section O – Cost Proposal Workbook.

The awarded Contractor shall not in any way be relieved of any responsibility under the resulting Contract or any subcontract.

The awarded Contractor shall be solely responsible to Participating Entities purchasing against the resulting Contract for the acts or defaults of its Subcontractors and of such Subcontractors' officers,



agents, and employees, each of whom shall for this purpose, be deemed to be the agent or employee of the Contractor to the extent of its subcontract.

Any deliverable (product or service) provided or furnished by a Subcontractor shall be deemed for the purposes of the resulting Contract to be provided or furnished by the Contractor.

The Contractor shall inform each Subcontractor fully and completely of all provisions and requirements of the Contract.

Failure to disclose the identity of any and all Subcontractors used by the Contractor to fulfill its obligations under the resulting Contract may, at the sole discretion of CoreTrust or any Participating Entity, result in a disqualification of the Subcontractor, if not immediately cured, or may result in a termination of the resulting Contract for cause.

The Contractor shall pay all Subcontractors for and on account of Services and/or Deliverables provided by such Subcontractors in accordance with the terms of their respective subcontracts. If and when required by the Participating Entity, the Contractor shall submit satisfactory evidence that it has made such payment.

The awarded Contractor shall require that the Subcontractor must pass through all terms and conditions of the resulting Contract.

## 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. 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. Submission Requirements
1. The submission requirements for this RFP are set forth below. A proposal shall constitute an irrevocable offer for 120 days following its submission.
  2. Contact with the College personnel in connection with this RFP may not be made other than as specified in this RFP. Unauthorized direct or indirect contact with any College personnel may be cause for rejection of a proposal.
  3. All materials submitted in response to this proposal become the property of the College.
  4. To facilitate the evaluation of each proposal, Offerors must submit one (1) separately bound hard copy, including one (1) signed, notarized where indicated UNBOUND original and one digital copy (e.g., thumb drive, etc.) of each proposal. Digital copies must be in a searchable format (e.g., PDF or MS Word). **DO NOT INCLUDE THE COST IN ANY COPY.**
  5. The cost proposal should be submitted in a separate sealed envelope OR separate thumb/flash **A RESOLUTION AUTHORIZING THE ADDITION OF PRINTING SERVICES AS AN APPROVED SOLICITATION CATEGORY UNDER THE CORETRUST PUBLIC SECTOR NATIONAL PROCUREMENT COOPERATIVE AND ESTABLISHING A STREAMLINED APPROVAL PROCESS FOR FUTURE SOLICITATION CATEGORIES**
  6. The cost proposal should be submitted in a separate sealed envelope OR separate thumb/ drive, clearly marked on the outside with the words "**COST PROPOSAL.**"
  7. The proposal (both technical and cost) must be placed and packaged in a sealed box or envelope with a label on the outside containing the following information:
    - RFP Number: OCCC-2026-21
    - RFP Title: "Higher Education Office Supplies"
    - Responder name
  8. All proposals must be sent to the following address:

Orange County Community College  
Attn: Purchasing Department OH 203  
Receiving - Horton Hall  
22 Grandview Avenue  
Middletown NY 10940

9. The College will accept amendments and/or additions to an Offeror's Proposal only if the amendment and/or additions are received prior to the Proposal Due Date and time.
10. Proposals which fail to address the format requirements above may be deemed non-responsive and cannot be considered further.

## 2. PROPOSAL CONTENT

- A. Proposals may include parts of the original RFP if answering questions asked or used in tailoring a specific response, but should not be included in full unaltered form for filler. If specific submission requirements are particularly large and self-contained, they may be included in a separate appendix. Proposals should not direct the evaluation team to visit online sources to obtain information, or include "to be provided after award," or "provided upon request" clauses. Only material submitted prior to the submission deadline will be considered and evaluated. Responses that utilize references to external materials as an answer will be considered non-responsive.
- B. Each proposal (including the copy) must be organized and tabbed with labels with the headings listed below:
- C. All proposals shall be valid for a period of 90 days from the date the proposals are received by Lead Agency in compliance with the submission instructions set forth above.
- D. 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.
- E. 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.
- F. Respondents may submit questions regarding this solicitation in writing to the contact listed in Section 3 of this Section G during the Q&A Period outlined in the estimated time table in Section E above. All substantive questions regarding the RFP will be shared in the form of an addendum with all known offerors interested in submitting a proposal. 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. For each question submitted, Prospective Contractor should reference the specific Solicitation item number to which the question refers.
- G. **SUNY Procedure 7552/State Finance Law §§139-j and 139-k**: State Finance Law §§139-j and 139-k impose certain restrictions on communications between a Governmental entity and an Offeror during the procurement process. During the restricted period the Offeror is restricted from making contacts to other than the Purchasing Department. The restricted period is from the earliest notice of intent to solicit offers through final award and approval of the Contract.

SUNY Employees and their designated representatives are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offeror pursuant to these two statutes. Certain findings of non-responsibility

can result in rejection of the contract award and in the event of two findings within a four (4) year period the Offeror is debarred from obtaining government procurement contracts.

- 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.

### 3. SOLICITATION CONTACT

Key Contact: Orange County Community College  
Attn: Purchasing OH203  
Receiving – Horton Hall  
22 Grandview Avenue  
Middletown, NY 10940

PHONE: 845-341-4780, ex. 4852  
email: [purchasing@sunyorange.edu](mailto:purchasing@sunyorange.edu)

All communication with the College regarding this solicitation must be made by written inquiry to this email address only.

### 4. NOTICE

- A. Where written notice is required in this RFP, the notice must be sent by U.S. mail.

Notice to the College shall be to:

Orange County Community College  
Purchasing Department OH220  
22 Grandview Ave  
Receiving Horton Hall  
Middletown NY 10940

Notice to the offeror shall be to the person signing the Proposal. If offeror desires another or additional person to receive notice, so indicate on the attached form.

### 5. 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 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. 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.

## 6. REJECTION OF PROPOSALS

- A. The College reserves the right in its sole discretion to reject any or all proposals in whole or in part, without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness. If a proposal fails to meet material requirements of the RFP, if it is incomplete, or contains irregularities, the proposal may be rejected.
- B. Material deviations may cause a bid to be rejected. The College may or may not waive an immaterial deviation in a proposal. The College's waiver of an immaterial deviation will in no way modify the RFP or excuse a Offeror from full compliance with the RFP requirements. A deviation is "material" if it is not in substantial accord with RFP requirements.
- C. Proposals that contain false or misleading statements may be rejected if in the College's opinion the information was intended to mislead the College regarding a requirement of the RFP.

## 7. EVALUATION PROCESS AND CRITERIA

- A. Offerors shall bear all costs incurred in the preparation of the proposal and resulting from participation in the proposal evaluation process. The College reserves the right to reject any and all Proposals, to accept the Proposal it considers most favorable in its sole discretion following the evaluation process set forth in the RFP, and to waive minor irregularities. The College further reserves the right to cancel this solicitation and to seek new proposals if such procedure is considered by it to be in the best interest of the College.
- B. All proposals received prior to the deadline will be reviewed for compliance with the RFP. Proposals that are non-compliant, or fail to meet the minimum mandatory requirements, will not be evaluated. Proposals that are timely, compliant and meet the minimum mandatory requirements will be reviewed by the RFP evaluation team established by the College.



- C. During the evaluation process, the College may require an offeror's representative to answer clarifying questions with regard to its proposal and/or require certain high scoring Offerors to make a formal presentation to the evaluation team and/or College leadership.

D. The following criteria will be used in reviewing and comparing the proposals.

**1. Responsiveness – Pass/Fail**

A vendor that responds to all material requirements of any solicitation will be deemed responsive. The Proposal shall be responsive to all material requirements that will enable the evaluation committee to evaluate it in accordance with the evaluation criteria and make a recommendation for award.

**2. Responsibility - Pass/Fail**

A business entity or individual who has the integrity and reliability as well as the financial and technical capacity to perform the requirements of the solicitation and subsequent contract will be deemed responsible.

Financial Stability.

If the Proposer is an entity that is required to prepare audited financial statements, Proposer shall submit an annual report that includes:

- a) Last two years of audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet.
- b) If applicable, last two years of consolidated statements for any holding companies or affiliates;
- c) An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
- d) A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer's financial ability to perform this contract.

If the Proposer is a privately-owned entity or sole proprietorship for which audited financial statements are not required, Proposer shall submit an annual report that includes:

- a) Last two years of un-audited accrual-basis financial statements, including an income statement, cash flow statement, and balance sheet;
- b) An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
- c) A full disclosure of any events, liabilities, or contingent liabilities that could affect Proposer's financial ability to perform this contract;

OR

Other financial information sufficient for SUNY Orange, in its sole judgement, to determine if Proposer is financially solvent or adequately capitalized.

This assessment will include a review of all references on any projects performed by a business entity or individual, whether provided by the business entity or individual or known by SUNY Orange. (See 6. Investigation of References).

**3. Technical Proposal - 75% of Bid Score**

The Technical Proposals will be opened and reviewed for responsiveness to the RFP requirements and Originality. Responsive technical proposals will be evaluated by the College's evaluation team and include the following areas. Each evaluation criteria will be scored by the team members; a total overall score will be assigned to the proposal.

The score assigned to each Technical Proposal will account for 70% of the Offeror's overall score.

The Proposer must complete Section N - Technical Proposal Workbook. The assigned weights are as follows:

- Product Offering and Quality – 20%
- Ordering & E-Commerce Capabilities – 15%
- Delivery & Logistics – 15%
- Customer Service & Support – 10%
- Reporting Capabilities & Third-Party Audits – 5%
- Contract Risk & Miscellaneous – 5%

Additionally, the workbook includes a checklist the Bidder may use to ensure a complete response to the solicitation.

#### **4. Cost Proposal Evaluation - 30% of Bid Score**

The Cost Proposals will be opened and evaluated by the Purchasing Coordinator who is not on the evaluation team. The score assigned to each Cost Proposal will account for 30% of the overall score.

Each Cost Score will be compared to the others proposed and weighted, with the lowest Cost receiving the highest cost score.

Proposers are encouraged to offer the best possible pricing in the Proposed Price List tab of Section O – Cost Proposal Workbook and offer the competitive applicable discounts that would be sustainable on a national level for the life of the resulting Contract.

The firms must submit completed Section O – Cost Proposal, attached. The cost proposal must include all costs associated with the firm's plan to deliver products and/or carry out the services.

Pricing must be in U.S. dollars and not exceed two decimal places. (e.g. \$10.11)

Discount percentages entered shall not exceed two decimal places (e.g. 11.12%)

The evaluation team reserves the right to round up to the nearest decimal place if this instruction is not followed.

The College reserves the right to analyze and/or normalize any underlying calculations and assumptions used by the Offeror to support its computation of costs or the right to apply such other methods as it deems necessary to make comparisons across proposals.

#### **5. Final Score**

The Technical Score and the Cost Score will be combined in accordance with the above weighting system to create the Total Combined Score. The Total Combined Scores will be ranked highest to lowest.

#### **6. Investigation of References**

The College reserves the right to investigate all references in addition to supplied references and investigate past performance of any Offeror with respect to its successful performance of similar services, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and lawful payment of

subcontractors and employees. THE COLLEGE may postpone the award or the execution of the contract after the announcement of the apparent successful proposer in order to complete its investigation. Information provided by references may prevail in final selection, regardless of scoring results. However, the College is not obligated to utilize references as part of its evaluation criteria and may decline to investigate or consider references. Any decision made by the College in regards to the use of references, including restricting the consideration of references to only Finalists, will not be considered grounds for protest.

7. 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.
- E. Information Requirements. The Respondent shall provide the information, documentation, forms, and other materials required in Section N ("**Technical Proposal**").
  - F. Estimated Quantities. 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.
  - G. Cost Proposal Requirements. The Respondent shall provide a detailed cost proposal in the form required in Section O ("**Cost Proposal**").
  - H. Pricing Information. The below details should be taken into consideration when developing any cost proposal in connection with this solicitation and the Cost Proposal.
    1. 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.
    2. 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.
    3. 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.
    4. Indefinite Quantity. This solicitation requests pricing for an indefinite quantity of Products & Services.
    5. 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).

6. 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.
  7. Administrative Fee. Pricing provided shall include the administrative fee payable to CoreTrust.
  8. 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.
  9. 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.
  10. 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.
- I. Lead Agency reserves the right to make additional investigations as it deems necessary to establish the capability of any Respondent.

## 8. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A proposal may be withdrawn at any time prior to the deadline for submitting proposals by notifying the College writing of its withdrawal. The notice must be signed. Offeror may thereafter submit a new or modified proposal, provided that it is submitted to the College prior to the deadline. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed after the deadline.

## 9. PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

The submission of a response to this solicitation signifies the Prospective Contractor's understanding and agreement that some subjective value judgments will be made during the evaluation and scoring of the technical proposals.

## 10. 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. Once a supplier is awarded, they will go through an onboarding process with CoreTrust to set specific protocols. Generally, suppliers are expected to submit a monthly sales report on the contract, which will trigger the fee submission at the same time. Suppliers and CoreTrust will work through the specific details during onboarding. Please refer to Attachment A - Terms and

Conditions to the Administration Agreement, #3. Fees - a. Administrative Fee, b. Reporting and c. Audit. Also refer to Schedule 1 to Attachment A - Form of Administrative Fee Report.

- D. 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.

## 11. 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 via email to [purchasing@sunyorange.edu](mailto:purchasing@sunyorange.edu) and prior to the proposal 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:
1. The name, address, and telephone number of the protestor;
  2. The name and number of the solicitation being protested;
  3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
  4. A request for a ruling by Lead Agency;
  5. A statement as to the form of relief requested from Lead Agency; and
  6. 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:

Orange County Community College  
Attn: Purchasing OH203,  
Receiving – Horton Hall,  
22 Grandview Avenue,  
Middletown NY 10940

PHONE: 845-341-4780/4852  
email: [purchasing@sunyorange.edu](mailto:purchasing@sunyorange.edu)

## 12. OTHER REQUIRED INFORMATION

### A. **Applicability of Section 12 (Other Required Information) – State-Specific Requirements**

The requirements contained in this are included to address compliance obligations that may be imposed under the laws of certain states. These provisions apply only in those states where they are required by law or regulation and do not automatically apply to the Lead Agency or Participating Agencies located in states that do not impose such obligations.

Suppliers are responsible for complying with the certifications, licenses, and other requirements of the jurisdiction(s) in which they are conducting business under this Contract. States that currently require, or may require, additional certifications, licenses, registrations, or diverse business documentation under provisions such as those found in this Section include, but are not limited to: California, Texas, New York, Illinois, and Ohio.

Other states may also have comparable requirements. Suppliers are required to meet those obligations only when contracting with, receiving an award from, or fulfilling orders placed by the Lead Agency or a Participating Agency located in that state. If there is any conflict between the provisions in this Section and the laws of the Lead Agency's or a Participating Agency's state, the procurement laws of that Agency will govern and take precedence.

The inclusion of these provisions in this Section is necessary to ensure that this Contract may be lawfully used by Participating Agencies in states where such requirements exist. However, they do not create obligations for Suppliers in jurisdictions that do not require them, and failure to provide such documentation will not affect eligibility for award or use of this Contract outside the applicable state.

B. **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.

### C. **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

#### D. 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

#### E. 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

## F. IMPLEMENTATION OF HOUSE BILL 1295

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

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

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

### Filing Process:

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

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

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

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

## G. BOYCOTT CERTIFICATION

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

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

Respondent must certify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate

during the term of the contract against a firearm entity or firearm trade association. Respondent must also certify that it does not boycott energy companies; and will not boycott energy companies during the term of the contract.

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

#### H. 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)

#### 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.

**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)

## 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, SUNY Orange / Orange County Community College 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 Higher Education Office Supplies 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) three (3) 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 two (2) additional one (1) 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 hold the CoreTrust harmless from, and indemnify CoreTrust against, any and all claims, demands, and actions based upon or arising out of any activities the Supplier and its employees and agents may perform under this Master Agreement and any related contracts or orders thereunder. Supplier shall defend any and all actions brought against CoreTrust based upon any such claims or demands.

**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 ORANGE COUNTY, STATE 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:

Orange County Community College  
Attn: Purchasing OH203  
Receiving – Horton Hall  
22 Grandview Avenue  
Middletown NY 10940

With a copy to:

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



**SECTION J – MASTER AGREEMENT ACCEPTANCE FORM**

*[Attachment to Follow]*



**MASTER AGREEMENT ACCEPTANCE FORM**

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

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

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

Master Agreement Effective Date	
Master Agreement Termination Date	
Contract Number	

**[SUPPLIER]** \_\_\_\_\_

**SUNY ORANGE / ORANGE COUNTY  
COMMUNITY COLLEGE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**SECTION K – FORM OF ADMINISTRATION AGREEMENT**

*[Attachment to Follow]*



**ADMINISTRATION AGREEMENT**

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

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

<b>Supplier Full Name:</b>	
<b>Supplier Address:</b>	

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

<b>CoreTrust Point of Contact:</b>	<b>Notice Address(es) per Section 6(f):</b>
Name:	CoreTrust Purchasing Group LLC Attn: Chief Revenue Officer 601 11th Avenue North, 7th Floor Nashville, Tennessee 37203  With a copy to: CoreTrust Purchasing Group LLC Attn: General Counsel 601 11th Avenue North, 7th Floor Nashville, Tennessee 37203
Title:	
Telephone:	
Email:	

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

**CORETRUST PURCHASING GROUP LLC**

**SUPPLIER**

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

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

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

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



**ATTACHMENT A – TERMS AND CONDITIONS**

## 1. PARTY OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

(v) Supplier Content. As requested by CoreTrust, Supplier shall provide Supplier Content for use on CoreTrust websites and for general marketing and publicity purposes as contemplated hereunder. During the Term, Supplier hereby grants to CoreTrust and its affiliates a non-exclusive, worldwide, royalty-free, transferable and sublicensable right and license to



reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content to perform CoreTrust's obligations under this Admin Agreement.

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

## **2. TERM; TERMINATION**

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a. Term. The Term of this Admin Agreement five (5) years.

b. Termination. Supplier's failure to maintain its covenants and commitments contained in this Admin Agreement shall constitute a material breach of this Admin Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, CoreTrust shall have the right to terminate this Admin Agreement, at CoreTrust's sole discretion.

c. Effects of Termination. Upon termination of this Admin Agreement for any reason: (i) Supplier shall continue making Administrative Fee payments to CoreTrust generated by Participating Agencies' purchase of Products & Services to the extent that Supplier continues to generate revenue from each Participating Agency's purchase of such Products & Services; and (ii) each Party shall immediately cease use of the other Party's trademarks, names, and logos.

## **3. FEES**

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a. Administrative Fee. Supplier shall pay CoreTrust the Administrative Fee for the preceding calendar month no later than thirty (30) days following the end of such calendar month. The Administrative Fee is payable in U.S. Dollars via wire to the payment account designated in writing by CoreTrust. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one-and-one-half percent (1.5%) per month or the maximum rate permitted by law until paid in full.

b. Reporting. No later than thirty (30) days after the end of each calendar month during the Term, Supplier shall deliver to CoreTrust the Administrative Fee Report. CoreTrust may compare Supplier's Administrative Fee Report with Participating Agencies' records and, if CoreTrust identifies a material discrepancy, CoreTrust shall notify Supplier in writing, and Supplier shall have thirty (30) days thereafter to resolve such discrepancy to CoreTrust's reasonable satisfaction. If such resolution requires payment of additional Administrative Fee amounts, Supplier shall remit payment of such balance to CoreTrust no later than fifteen (15) days thereafter; provided, if Supplier disputes CoreTrust's finding(s) of a discrepancy and / or the underlying Participating Agency documentation, the Parties shall engage an independent auditor to evaluate such discrepancy, and the cost of such independent audit shall be borne by Supplier. Additionally, in an effort to provide Participating Agencies transparency, Supplier will work with CoreTrust in providing transactional reporting via SFTP process or API connection ("**Agency Report**"). The Agency Report will capture itemized spend information, to the extent possible, identified by a Participating Agency, and will occur at a cadence set by CoreTrust, not to exceed monthly.

c. Audit. CoreTrust, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits of Supplier's records related to its performance under this Admin Agreement, including inspection of books, records, and computer data relevant to Supplier's provision of Products & Services to Participating Agencies, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, such inspections and audits shall be conducted upon reasonable notice to Supplier and so as not to unreasonably interfere with Supplier's business or operations.

## **4. LEAD AGENCY COMPENSATION**

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a. Consideration. In consideration of the Lead Agency's role in developing, issuing, evaluating, and awarding the cooperative solicitation and resulting Master Agreement(s), CoreTrust Purchasing Group LLC ("CoreTrust") agrees to remit to the Lead Agency five percent (5%) of the total administrative fees collected by CoreTrust from Participating Suppliers under this Agreement.

b. Payment Schedule. Payments shall be made quarterly, within thirty (30) days following CoreTrust's receipt of the applicable administrative fees and shall be accompanied by a summary statement identifying the total fees received and the corresponding amount remitted to the Lead Agency.

c. Audit and Reconciliation. All such payments shall be subject to reconciliation and audit under Section 3(c) of this Agreement. CoreTrust's obligation is limited to the amount of administrative fees actually collected from Participating Suppliers.

d. No Impact on Participating Agencies or Suppliers. This provision applies solely between CoreTrust and the Lead Agency and imposes no cost, deduction, or obligation on any Participating Agency or Supplier.

## **5. REPRESENTATIONS & WARRANTIES**

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a. Mutual. Each Party hereby represents, warrants, and covenants that it does as of the Effective Date and shall during the Term comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

b. By Supplier. Supplier hereby represents and warrants that: (i) this Admin Agreement has received all necessary corporate authorizations and support of Supplier's executive management; (ii) it shall promote and market CoreTrust's Cooperative Program to Organizations; (iii) its sales force shall be trained, engaged, and committed to offering a master agreement to Organizations



through CoreTrust in the geographies agreed between the Parties; (iv) all sales under such master agreement shall be accurately and timely reported to CoreTrust; (v) its sales force shall be compensated, including sales incentives, for sales to Participating Agencies under the master agreement in a consistent or better manner compared to sales to Organizations if Supplier were not awarded such master agreement; (vi) it is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (vii) Supplier Content and any other materials or services provided to CoreTrust as contemplated hereunder shall not infringe, misappropriate, or otherwise violate the intellectual property or proprietary rights of any third party.

#### **6. INDEMNIFICATION; LIMITATION OF LIABILITY**

a. Indemnification. Supplier shall hold CoreTrust harmless from, and indemnify CoreTrust against, any and all claims, demands, and actions based upon or arising out of any activities the Supplier and its employees and agents may perform under this Admin Agreement and any related contracts or orders thereunder. Supplier shall defend any and all actions brought against CoreTrust based upon any such claims or demands.

b. Disclaimer. With respect to any purchases by any Participating Agency, CoreTrust shall not be: (i) construed as a dealer, 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.

#### **7. 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 hand, 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.

## 8. 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.

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

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

*\*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, neither CoreTrust nor Program Participant shall indemnify, defend, and hold harmless each other from and against any losses, damages, and expenses arising from any third-party claims, proceedings, and / or demands resulting from the activities of Supplier and its employees or subcontractors in connection with the Program. NEITHER PROGRAM PARTICIPANT NOR CORETRUST SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, OF THE OTHER PARTY EVEN IF THAT PARTY 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, the Orange County Community College 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**

The selected Vendor's response to this solicitation shall be integrated into and designated as Section N – Technical Proposal of the final contract.

**SECTION O – COST PROPOSAL**

- The Cost Proposal Form, also known as the price sheet, is provided as a separate document alongside the solicitation document.
- The selected Vendor's pricing details shall be integrated into and designated as Section O – Cost Proposal.