



NOTICE TO RESPONDENT

Best Value Solicitation

Issued by:

SUNY ORANGE / ORANGE COUNTY COMMUNITY COLLEGE

for

BID #: 24COR-019 Elevator Maintenance, Repair, Inspection, Testing, Modernization and Upgrades, Parts and Related Services

PREVAILING RATE CASE NUMBER (PRC#): PRC# 2025011014

SUBMITTAL DEADLINE: 2:00 p.m. EST, October 23, 2025

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GENERAL CONTRACT DOCUMENTS AND INFORMATION

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

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

ORDERS OF PRECEDENCE

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

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

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

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



APPENDIX A – REQUIREMENTS

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 approaching its 75th 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 BID prior to the date fixed for submission by posting it in the same manner as the BID 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– NEW YORK STATE

A. Requirements

This solicitation and any resulting contract are subject to the New York State Labor Law, Article 8 (Public Work) and/or Article 9 (Building Service Work).

Prevailing Rate Case Number (PRC#): **PRC# 2025011014** - Elevator Maintenance & Repair

The applicable prevailing wage schedules are issued by the New York State Department of Labor (NYSDOL). The schedules may be viewed and downloaded directly from the Department of Labor website at:

<https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1595498>

It is the contractor's responsibility to obtain the most current wage schedule, comply with all wage and supplement requirements, and ensure these requirements are flowed down to all subcontractors. Updated schedules issued by NYSDOL during the term of the contract shall become part of this contract by reference.

Failure to comply with prevailing wage requirements may result in payment withholding, contract termination, or other remedies provided by law.

B. Vendor Certification

By signing and submitting the bid proposal, the bidder acknowledges and agrees to comply with all applicable prevailing wage requirements, including those contained in **PRC# 2025011014**, and affirms that all covered workers will be paid wages and supplements in accordance with the prevailing rate schedules.

6. 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 complies 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 BID 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 BID, 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 (\$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.

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 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 instance 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 BID, 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 BID 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 BID, 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.

1. Contact Name	
Company Name	
Address	
Phone	
Email	
2. Contact Name	
Company Name	
Address	
Phone	
Email	
3. Contact Name	
Company Name	
Address	
Phone	
Email	
4. Contact Name	
Company Name	
Address	
Phone	
Email	
5. Contact Name	
Company Name	
Address	
Phone	
Email	



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.

Does vendor agree? _____ (Initials of Authorized Representative)

2. TERMINATION FOR CAUSE OR CONVENIENCE

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

Does vendor agree? _____ (Initials of Authorized Representative)

3. EQUAL EMPLOYMENT OPPORTUNITY

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

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

Does vendor agree? _____ (Initials of Authorized Representative)

4. DAVIS-BACON ACT

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

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

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

Does vendor agree? _____ (Initials of Authorized Representative)

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

Does vendor agree? _____ (Initials of Authorized Representative)

6. RIGHT TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the participating agency’s Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions

Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

Does vendor agree? _____ (Initials of Authorized Representative)

7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

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

Does vendor agree? _____ (Initials of Authorized Representative)

8. DEBARMENT AND SUSPENSION

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

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

Does vendor agree? _____ (Initials of Authorized Representative)

9. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 USC 1352) - Supplier partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it shall not and has not used Federal appropriated funds to pay any person or organization for influencing or 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.

Does vendor agree? _____ (Initials of Authorized Representative)

11. PROFIT AS A SEPARATE ELEMENT OF PRICE

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

Does vendor agree? _____ (Initials of Authorized Representative)

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

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

Does vendor agree? _____ (Initials of Authorized Representative)

13. DOMESTIC PREFERENCES FOR PROCUREMENTS

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

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

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

Does vendor agree? _____ (Initials of Authorized Representative)

14. GENERAL COMPLIANCE AND COOPERATION WITH PARTICIPATING AGENCIES

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

Does vendor agree? _____ (Initials of Authorized Representative)



SECTION D – NEW JERSEY BUSINESS COMPLIANCE

[Attachment to Follow]

NEW JERSEY BUSINESS COMPLIANCE

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

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

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

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

[Attachments to Follow]

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

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

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

Please complete the below, as applicable:

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

OR

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

OR

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

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

NAME	ADDRESS	INTEREST

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

Authorized Signature

Printed Name

Title

Date

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

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

State of New Jersey
County of **[COUNTY]**

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

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

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

Subscribed and sworn to
before me this day
_____, 20__

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)**

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

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

Required Affirmative Action Documentation:

Respondent shall submit with its proposal:

- (1) Letter of Federal Affirmative Action Plan Approval

OR

- (2) Certificate of Employee Information Report

OR

- (3) Employee Information Report Form AA302

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

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

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

Authorized Signature

Printed Name

Title

Date

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

PROCUREMENT, PROFESSIONAL, AND SERVICE CONTRACTS

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

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

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

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

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


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

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

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

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

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


Signature of Respondent

ATTACHMENT 4 – C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Public Agency Instructions**

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 4 – C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 4

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: (Two columns of fields for 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](#)



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
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT



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

MOUNT PLEASANT, UT
MURRAY CITY
CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY,
UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY
CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY,
UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY
CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY
CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCPIO, 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, 26TH JUDICIAL DISTRICT
ATTORNEY

APPENDIX B – BEST VALUE SOLICITATION

SECTION F – BACKGROUND & SCOPE**1. INTRODUCTION****Nationwide Cooperative Contract for Elevator Maintenance, Repair, Inspection, Testing, Modernization and Upgrades, Parts and Related Services**

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 **Elevator Maintenance, Repair, Inspection, Testing, Modernization and Upgrades, Parts and Related Services** on behalf of a nationwide cooperative purchasing contract. This solicitation is a Best Value BID, 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 BID 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.

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:

Product & Service Category	Product & Service Description
NIGP Codes: 910-13; 910-25; 910-26; 910-27; 285-45; 285-46; 285-47; 285-48; 285-49; 910; 910-45; 910-46; 918-42; 918-83 NAICS Codes: 238290; 811310	Elevator Maintenance, Repair, Inspection, Testing, Modernization and Upgrades, Parts and Related Services

4. PURPOSE

The purpose of this solicitation is to obtain the services of a responsive and responsible firm/agency to provide SUNY Orange/Orange County Community College/The College with Elevator Maintenance, Repair, Inspection, Testing, Modernization and Upgrades, Parts and Related Services on an as needed basis. The information provided in the BID 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.

5. TYPE OF CONTRACT / CONTRACT TERM

- A. As a result of this solicitation, the College reserves the right to award a contract(s) to multiple Contractors (please see page 80, Section 14.10 for more information).
- B. The anticipated starting date for any resulting contract is November 1, 2025, 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	September 16, 2025
Pre-Proposal Conference	September 23, 2025 at 10:00 am
Deadline for Questions	October 2, 2025 at 4:00 pm
Deadline for Answers	October 9, 2025 at 4:00 pm
Proposal Due Date	October 23, 2025 by 2:00 pm
Approval Date	October 30, 2025
Contract Effective Date	November 1, 2025

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.



Date: September 23, 2025 **Time:** 10:00 am EST **Location:** Online (details to be provided upon registration)

B. **Registration:** Interested bidders must register for the pre-bid conference by September 22, 2025. To register, please contact Cynthia Rolon, Procurement Manager at cynthiarolon@sunyorange.edu or 845-341-4852.

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

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

Founded in 1950, Orange County Community College (“SUNY Orange” or the “College”) operates campuses in Middletown and Newburgh, New York, with classrooms, laboratories, and workforce development programs serving a diverse community.

As a public higher education institution, SUNY Orange requires safe, reliable, and code-compliant vertical transportation equipment to support daily operations. The College’s elevator inventory includes hydraulic

and traction passenger elevators, a freight elevator, and a dumbwaiter, all of which require structured preventive maintenance, timely repair, periodic inspection and testing, and modernization to ensure compliance with ASME A17.1 and New York State regulations.

As Lead Agency, SUNY Orange is issuing this solicitation not only to meet its own operational needs, but also to establish a contract vehicle for national cooperative use. The Scope of Work in Section 13 sets forth detailed contractor obligations.

This cooperative contract seeks to address the universal need for comprehensive elevator services by consolidating requirements into a single, scalable solution. The scope encompasses preventive maintenance, break/fix repair, inspection and testing, modernization, and related services. Contractors will also be required to demonstrate national coverage, provide subcontractor oversight, maintain 24/7 emergency response capability, deploy remote monitoring technologies, and deliver standardized reporting to accommodate the diverse needs of participating agencies.

The goal is to establish a technically rigorous, vendor-agnostic, and enforceable contract vehicle that participating agencies can adopt with confidence, reducing procurement duplication while ensuring consistent quality, safety, and value.

13. SCOPE OF WORK

13.1 Purpose and Intent

The purpose of this Scope of Work is to establish a comprehensive national cooperative contract for elevator maintenance and related services. The awarded Contractor shall furnish all labor, materials, equipment, supervision, administration, and expertise necessary to ensure safe, reliable, code-compliant, and cost-effective operation of vertical transportation systems for participating agencies across the United States.

This cooperative contract is intended to provide public agencies, educational institutions, and other eligible entities with consistent standards of quality and service while allowing for the flexibility required to meet individual agency needs. The Scope of Work shall apply across diverse geographic regions and operating environments, supporting single-site agencies as well as large, multi-state institutions.

13.2 Applicability

This Scope of Work encompasses all forms of vertical transportation equipment, including but not limited to:

- Passenger elevators
- Freight elevators
- Hydraulic and traction elevators
- Escalators
- Moving walks
- Dumbwaiters
- Accessibility lifts and platform lifts

Services performed under this contract shall apply to all makes, models, vintages, and configurations of equipment.

13.3 General Contractor Obligations

The Contractor shall:

- Maintain a qualified and licensed workforce, ensuring that technicians and supervisors assigned to cooperative members possess current certifications and jurisdictional credentials.
- Provide 24 hours per day, 7 days per week, 365 days per year emergency response to entrapments, breakdowns, and unsafe conditions.
- Furnish and maintain all tools, diagnostic devices, and materials necessary to perform required services, including access to OEM or equivalent replacement parts.
- Ensure that all work complies with applicable federal, state, and local codes and standards, including but not limited to ASME A17.1 Safety Code for Elevators and Escalators, ADA accessibility requirements, NFPA fire protection standards, OSHA worker safety requirements, and the requirements of Authorities Having Jurisdiction (AHJs).
- Provide dedicated account management and program administration to support the cooperative environment, including onboarding of new participants, utilization reporting, invoice coordination, and cooperative-specific customer service.
- Deliver all services in accordance with Service Level Agreements (SLAs) as adopted under this contract.

13.4 Services Required

The Scope of Work includes, but is not limited to, the following:

Maintenance:

The Contractor shall perform preventive and corrective maintenance necessary to sustain safe and reliable equipment operation. Maintenance shall be performed in accordance with manufacturer recommendations, industry best practices, and regulatory requirements.

Repairs:

The Contractor shall provide corrective repair services, including diagnosis, troubleshooting, and replacement of components. Repairs shall be carried out using OEM or approved equivalent parts, restoring equipment to full functionality.

Inspections and Testing:

The Contractor shall perform all inspections and tests required by code, manufacturer guidelines, or participating agencies. This includes coordination with AHJs, provision of required documentation, and submission of inspection reports.

Modernization and Upgrades:

The Contractor shall provide modernization services to extend equipment life and enhance performance, including major upgrades, retrofits, and system replacements. Services shall include consulting and advisory support for long-term capital planning related to vertical transportation assets.



Related Services:

The Contractor may be required to provide additional related services, such as:

- Engineering studies and recommendations
- Safety and compliance audits
- Consulting on energy efficiency and sustainability improvements
- Training for agency personnel on basic system awareness and safety procedures

13.5 Cooperative Contract Administration

Because this is a national cooperative contract, the Contractor shall:

- Provide uniform pricing structures that accommodate both large and small agencies.
- Develop and execute Marketing and Outreach plans to promote the contract to eligible participants.
- Establish scalable account management structures to ensure responsive service regardless of geography or agency size.
- Provide standardized reporting on contract utilization, service response times, and SLA compliance.
- Ensure transparent communication with both the lead agency and participating members regarding performance, pricing adjustments, and new service offerings.

13.6 Performance Standards

All work performed under this Scope of Work shall meet or exceed the following standards:

- Code Compliance: Strict adherence to ASME, ADA, NFPA, OSHA, and applicable local codes.
- Reliability: Services shall minimize downtime and ensure availability of equipment for end users.
- Safety: Maintenance and repairs shall prioritize the safety of passengers, agency staff, and Contractor employees.
- Responsiveness: Emergency response and service calls shall be handled within timelines consistent with the contract's SLAs.
- Documentation: All maintenance, repair, and inspection activities shall be logged and available to participating agencies upon request.

13.7 Deliverables

At a minimum, the Contractor shall provide the following deliverables:

- Written maintenance schedules tailored to each agency's equipment inventory.
- Inspection and testing reports, including documentation required by AHJs.
- Modernization proposals and capital planning recommendations.
- Quarterly cooperative utilization reports.

- SLA performance reports, including metrics on response times, resolution times, and compliance rates.

13.8 Flexibility and Agency-Specific Needs

While this Scope of Work establishes national standards, the Contractor(s) shall remain flexible to accommodate unique agency requirements. Participating members may request site-specific service levels, schedules, or additional services consistent with the terms of the cooperative contract.

14.0 Technical Specifications

14.1 Preventive Maintenance Services

Preventive maintenance is a fundamental obligation of the Contractor and shall be performed in a manner that ensures maximum safety, reliability, and efficiency of all covered equipment. The Contractor shall design, implement, and maintain a comprehensive preventive maintenance program tailored to each type of equipment covered under this agreement, including but not limited to traction elevators, hydraulic elevators, escalators, moving walks, wheelchair lifts, and specialty lifting devices. The purpose of the program is to extend the useful life of equipment, reduce unplanned downtime, comply with all applicable codes and standards, and provide participating agencies with uninterrupted, safe service.

The Contractor shall ensure that all preventive maintenance is performed in strict accordance with the original equipment manufacturers (OEM) recommendations, industry best practices, and all applicable federal, state, and local regulations. Preventive maintenance tasks shall not be deferred, skipped, or substituted without the express written approval of the participating agency. Documentation of all activities must be complete, accurate, and available to the agency within twenty-four (24) hours of service completion.

14.1.1 General Program Requirements

Each participating agency shall receive a preventive maintenance schedule specific to its inventory of conveyance systems. This schedule shall clearly identify all tasks to be performed, their frequency, and the responsible personnel. The schedule shall differentiate between daily, weekly, monthly, quarterly, semi-annual, annual, and five-year tasks, with appropriate allowances for equipment type, usage, and environmental conditions.

All preventive maintenance shall be conducted during normal business hours unless otherwise requested by the agency. Work that is disruptive to building operations (such as noisy tasks, shutdowns, or inspections requiring out-of-service conditions) shall be coordinated in advance. Where possible, work shall be scheduled during low-traffic periods to minimize inconvenience to building occupants.

The Contractor shall employ only certified elevator mechanics to perform preventive maintenance. Apprentices may be utilized only under the direct supervision of a certified mechanic. Technicians shall carry all necessary tools, diagnostic devices, lubricants, and parts required to complete the assigned maintenance during the initial visit.

14.1.2 Traction Elevators

For traction elevators, preventive maintenance shall include detailed inspection and servicing of all hoist machines, ropes, sheaves, counterweights, and associated safety devices. Hoist ropes shall be examined for wear, lubrication, and tension, with non-destructive testing performed as required by ASME A17.1. Sheaves shall be inspected for proper groove contour and alignment, and worn sheaves shall be replaced or re-grooved. Counterweight systems shall be inspected for proper alignment, secure fastenings, and correct balance.

The Contractor shall inspect and maintain the drive motor, gearbox, brake assemblies, and couplings. Brake torque shall be measured annually and adjusted to meet OEM tolerances. Electrical components such as controllers, relays, printed circuit boards, and variable frequency drives shall be examined, cleaned, and recalibrated as necessary. Safety devices including governors, buffers, and overspeed protection mechanisms shall be tested and certified for proper operation.

Cab leveling and ride quality shall be reviewed during every monthly visit. The Contractor shall adjust leveling devices so that accuracy does not exceed one-quarter ($\frac{1}{4}$) inch at any landing. Ride quality shall be evaluated for smooth acceleration, deceleration, and stopping without excessive vibration or noise.

14.1.3 Hydraulic Elevators

Hydraulic elevators shall receive specialized preventive maintenance including inspection of cylinders, pistons, packing assemblies, and valves. The Contractor shall monitor hydraulic fluid levels, test for contamination, and replace fluid where deterioration or contamination is evident. A preventive replacement schedule for packing and seals shall be established to prevent leaks or failures.

The Contractor shall inspect and maintain the hydraulic pump unit, motor, belts, muffler, and reservoir. All electrical connections shall be tightened, filters replaced, and relief valves tested. Pressure settings shall be verified and adjusted to OEM specifications. The Contractor shall also inspect and test emergency lowering systems and ensure the smooth operation of manual lowering valves.

Pits shall be inspected for oil accumulation, water infiltration, or structural damage. Any evidence of cylinder leakage shall be reported immediately, and corrective action proposed

14.1.4 Escalators and Moving Walks

Escalators and moving walks shall be subject to preventive maintenance tailored to the unique hazards and wear characteristics of such equipment. Steps, treads, risers, and pallets shall be inspected for cracks, excessive wear, or deformation. Step/skirt clearances shall be verified to ensure compliance with code tolerances, and skirt brushes or deflectors shall be maintained in good condition.

Balustrades, handrails, and handrail drive systems shall be inspected and lubricated. Handrail tension and speed synchronization with the moving steps shall be verified. Combplates shall be inspected for damage or missing teeth, and alignment verified to minimize tripping hazards. Brake

systems shall be tested and adjusted regularly. The Contractor shall confirm the proper functioning of emergency stop switches and signage.

Escalator pits shall be cleaned of dirt, grease, and debris. Drive chains, sprockets, and gears shall be lubricated and inspected for wear. Drive motors and controllers shall be examined for overheating, abnormal noise, or vibration.

14.1.5 Wheelchair Lifts and Specialty Devices

Wheelchair lifts, platform lifts, and other specialty lifting devices shall receive preventive maintenance in strict accordance with ASME A18.1 and manufacturer instructions. The Contractor shall verify safe operation, smooth travel, accurate leveling, and proper functioning of safety devices such as interlocks, platform gates, and emergency stop switches. Hydraulic or screw drive systems shall be lubricated and inspected for leaks or damage. Batteries and charging systems for battery-powered units shall be tested and maintained.

14.1.6 Frequency of Tasks

- Daily/Weekly: Visual inspections, ride quality checks, emergency communication tests, pit and cab cleanliness, lubrication of high-wear components.
- Monthly: Full system inspection, door adjustments, hoist rope tensioning, brake inspections, fluid checks, controller diagnostics.
- Quarterly/Semi-Annual: Non-destructive testing, load weighing calibration, dispatch system tuning, escalator combplate checks, handrail tensioning.
- Annual: Category 1 inspection and testing, brake torque measurements, safety device certifications, fire service recall verification.
- Five-Year: Category 5 tests including full load and overspeed tests, governor drop tests, and buffer engagement tests.

14.1.7 Documentation and Reporting

For every preventive maintenance visit, the Contractor shall generate a service report that includes the date and time of service, the name and license number of the mechanic, all tasks performed, all deficiencies noted, parts replaced, and corrective actions taken. These reports shall be provided electronically to the agency within twenty-four (24) hours.

Quarterly summaries shall identify recurring issues, trends in downtime, recommendations for modernization, and any safety concerns requiring attention. Annual reports shall compile all preventive maintenance activities, compare performance against service level agreements, and include a forward-looking maintenance plan.

All documentation shall be archived by the Contractor for a period of at least seven (7) years and made available to the Lead Agency or any cooperative participant upon request.

14.2 Corrective and Break/Fix Repairs

Corrective maintenance services shall be performed whenever covered equipment fails, malfunctions, or operates outside acceptable parameters. The Contractor shall furnish all labor, parts, tools, diagnostic equipment, and expertise necessary to restore each unit to full OEM



performance standards. Corrective maintenance shall be carried out promptly, thoroughly, and with minimal disruption to building operations.

The Contractor shall not delay corrective repairs for reasons of convenience, scheduling, or part availability where downtime creates a safety risk or substantial disruption to agency operations. Where extended downtime is unavoidable, the Contractor shall provide written justification, estimated completion timelines, and interim mitigation measures.

14.2.1 Scope of Corrective Repairs

Corrective repair work shall include, but not be limited to:

- Replacement or refurbishment of motors, gearboxes, couplings, and bearings.
- Repair or replacement of electrical and electronic components such as controllers, relays, fuses, printed circuit boards, and drive systems.
- Renewal of hoist ropes, chains, and sheaves, including re-grooving or replacement of worn sheave assemblies.
- Replacement of hydraulic components including pistons, cylinders, packings, and valve assemblies.
- Repair or replacement of door operators, rollers, closers, restrictors, and sensors.
- Restoration of cab interior components, lighting, communication devices, and ADA-compliant features.
- Replacement of escalator steps, combplates, handrail systems, and drive chains where wear or failure is identified.

Corrective work shall extend beyond simple “break/fix” activity. The Contractor shall be responsible for diagnosing the underlying cause of the failure and implementing corrective measures that prevent recurrence.

14.2.2 Response Standards

Corrective repair response times shall be governed by the severity of the failure and the needs of the agency:

- Life-Safety Failures: Any failure involving entrapment, injury, or loss of critical safety devices shall be treated as an emergency (see Emergency Service and Response requirements) and addressed immediately.
- High Priority Failures: Failures that render equipment inoperable or significantly impair functionality (e.g., complete shutdown of a primary passenger elevator) shall be responded to within four (4) hours during business hours and within six (6) hours outside normal hours.
- Standard Failures: Failures that affect performance but do not immediately compromise safety (e.g., intermittent door malfunctions, minor ride quality issues) shall be responded to within twenty-four (24) hours.

14.2.3 Diagnostic Process

Upon arrival, the technician shall perform a structured diagnostic process that includes review of error codes, inspection of mechanical and electrical systems, and consultation with agency staff regarding the circumstances of failure. The technician shall record all findings in detail, including root cause analysis, parts required, and estimated restoration time.

If the failure is part of a recurring trend, the Contractor shall initiate a formal Root Cause Analysis (RCA) process and provide a corrective action plan to the agency. Corrective action plans shall be designed to address systemic issues and may include recommendations for modernization, equipment replacement, or procedural changes.

14.2.4 Parts and Materials

The Contractor shall maintain a readily accessible inventory of commonly required replacement parts sufficient to support corrective maintenance within 24–48 hours of failure. Regional warehouses shall stock critical items including controllers, relays, door operators, hydraulic seals, and safety devices. In addition, each service vehicle shall carry a stock of high-turnover items such as fuses, lamps, rollers, and lubricants.

All replacement parts must be new and OEM-approved, unless equivalent components are pre-approved in writing by the agency. Substitution of parts for cost savings without agency approval is prohibited. Where proprietary software or diagnostic tools are required for repair, the Contractor shall provide such tools and ensure that agency staff have access to diagnostic reports.

14.2.5 Interim Measures and Extended Downtime

Where repairs require significant lead times (e.g., replacement of a cylinder, custom-fabricated part, or modernization of a controller), the Contractor shall notify the agency in writing within twenty-four (24) hours of discovery. The notification shall include:

- The nature of the failure.
- Parts required and estimated lead times.
- Interim measures recommended to minimize disruption.
- A detailed restoration schedule.

Interim measures may include placing alternate units into service, providing shuttle service for impacted populations, or securing temporary lifting equipment where practical. The Contractor shall bear responsibility for coordinating such measures and ensuring that building occupants are not placed at risk.

14.2.6 Post-Repair Testing and Verification

Upon completion of corrective repairs, the Contractor shall perform a full functional test of the affected system. This shall include verification of ride quality, safety device operation, door operation, communication systems, and compliance with code requirements. No unit shall be returned to service until the Contractor verifies proper performance and the participating agency accepts the repair.

A written repair report shall be submitted to the agency within twenty-four (24) hours, documenting the work performed, parts replaced, test results, and any recommendations for further action.

14.3 Emergency Service and Response

Emergency service is one of the most critical components of this contract. The Contractor shall maintain continuous, uninterrupted emergency service coverage for all participating agencies, twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year,

including holidays. The Contractor shall ensure that all emergencies are given the highest priority, with clear escalation procedures, documented response times, and immediate communication with the affected agency.

The Contractor shall define emergencies as situations that present imminent safety hazards, involve entrapment of passengers, cause total loss of service in critical facilities, or otherwise compromise the safe operation of covered conveyance equipment. Agencies shall not be required to justify the classification of an incident as an emergency; the Contractor must treat all agency-declared emergencies with full priority.

14.3.1 Types of Emergency Conditions

Emergency conditions include, but are not limited to:

- Passenger Entrapments: Any incident in which individuals are confined within an elevator cab and unable to exit by normal operation. Entrapments are classified as the highest level of emergency and shall require immediate response.
- Safety System Failures: Malfunction or loss of safety-critical systems such as brakes, governors, buffers, overspeed devices, or emergency power systems.
- Fire Service or Recall Malfunctions: Failures in fire service recall operation, phase I or phase II fire service controls, or firefighter emergency operation.
- Medical Incidents: Situations where entrapment or equipment failure coincides with a medical emergency requiring coordination with first responders.
- Catastrophic Outages: Total failure of equipment in critical facilities such as hospitals, government centers, airports, or large public venues.

14.3.2 Response Standards

The Contractor shall meet the following response requirements for all emergencies:

- Passenger Entrapments: A licensed mechanic must be on site within sixty (60) minutes in metropolitan areas and within ninety (90) minutes in rural areas. Entrapments shall be treated as life-safety incidents and require immediate dispatch.
- Safety-Critical Failures: A technician must be dispatched immediately and arrive within four (4) hours regardless of location.
- Other Emergencies: Non-entrapment emergencies (e.g., sudden shutdown of a secondary elevator in a multi-car group) shall be responded to within six (6) hours.

The Contractor shall maintain sufficient staffing levels across all regions to ensure these response times are consistently met. Agencies may require proof of regional coverage, including technician rosters and dispatch points.

14.3.3 Dispatch and Communication

The Contractor shall maintain a national 24/7 dispatch center capable of receiving emergency calls from all participating agencies. The dispatch center shall:

- Answer calls live, with no reliance on voicemail systems.
- Record caller information, agency identification, location, and nature of the emergency.



- Immediately assign the closest qualified technician and provide an estimated time of arrival (ETA).
- Maintain continuous communication with the agency until the emergency is resolved.

The Contractor shall provide agencies with a single toll-free emergency number, as well as direct regional contact information. Agencies shall have the ability to escalate emergencies to a National Account Manager if service response is delayed or inadequate.

14.3.4 Technician Requirements

Technicians dispatched for emergencies shall be fully licensed elevator mechanics trained in rescue procedures, safety codes, and coordination with emergency responders. Apprentices may not be dispatched alone on emergency calls.

Each technician shall carry identification, agency-specific security clearances where required, and all tools necessary to resolve entrapments and restore service. Service vehicles shall be equipped with common replacement parts, diagnostic equipment, and safety gear to address the majority of emergency conditions on the initial visit.

14.3.5 Entrapment Protocol

When responding to entrapments, the Contractor shall:

1. Dispatch a licensed mechanic immediately upon notification.
2. Maintain telephone contact with trapped passengers if possible, reassuring them and gathering information about their condition.
3. Coordinate with agency staff and local emergency responders if medical assistance is required.
4. Safely release passengers in strict accordance with code requirements and without exposing them to injury or further hazard.
5. Conduct post-release testing of the equipment to identify and correct the cause of entrapment before returning the unit to service.

Entrapments shall not be resolved by untrained personnel or building staff. Only certified elevator mechanics or first responders may perform rescues.

14.3.6 Documentation and Reporting

All emergency incidents shall be documented in a written report submitted to the agency within forty-eight (48) hours. The report shall include:

- The nature of the emergency.
- Date, time, and location.
- Response times and arrival times of technicians.
- Actions taken to resolve the incident.
- Root cause of the failure.
- Corrective measures implemented.
- Recommendations for preventing recurrence.

Where emergencies involve recurring failures, the Contractor shall initiate a Root Cause Analysis (RCA) and provide a corrective action plan within ten (10) business days.

14.3.7 Performance Monitoring

The Contractor's ability to respond to emergencies shall be measured and reported as part of Service Level Agreement (SLA) compliance. Agencies shall have the right to impose penalties or require corrective action if response times or service quality fall below contract standards.

Performance monitoring shall include:

- Percentage of emergency calls responded to within contractually required timeframes.
- Average response times by region.
- Number of repeat emergency incidents on the same unit.
- Results of agency satisfaction surveys following emergency events.

Failure to meet emergency service requirements may constitute grounds for corrective action or termination for cause.

14.4 Modernization and Upgrades

Modernization and upgrade services shall be provided under this contract to ensure that elevator and conveyance systems remain safe, reliable, efficient, and compliant with current codes and accessibility standards. Modernization may be partial (targeted component replacement) or comprehensive (complete system overhaul) depending on equipment age, condition, and agency needs.

The Contractor shall evaluate each unit's condition and provide modernization recommendations that balance cost efficiency, performance improvement, and life-cycle extension. Modernization shall not be limited to restoring obsolete systems but shall also incorporate technological advancements, energy efficiency measures, and enhancements to user experience.

All modernization work shall be carried out in full compliance with ASME A17.1, ASME A18.1, ADA requirements, local building codes, and all applicable federal, state, and municipal regulations. Permits shall be secured prior to work, and inspections shall be scheduled and passed before the system is returned to service.

14.4.1 Scope of Modernization Services

Modernization services shall include, but are not limited to:

- **Controllers and Control Systems:** Replacement of obsolete relay logic controllers with modern microprocessor-based systems. Installation of energy-efficient variable frequency drives, automatic rescue devices, and enhanced dispatching algorithms to improve traffic handling. Controllers shall include diagnostics, event logging, and remote monitoring capabilities.
- **Drive and Power Systems:** Conversion from DC to AC drives where applicable, with regenerative drive technology to reduce energy consumption and return unused energy to the building's electrical grid. Replacement or refurbishment of motors, gearboxes, and brake assemblies with energy-efficient equivalents.



- **Door Equipment:** Modernization of door operators, restrictors, sensors, and safety edges to ensure reliable performance and compliance with ADA requirements. Installation of infrared and ultrasonic door protection systems for improved passenger safety.
- **Cab Interiors:** Replacement of worn cab finishes, flooring, lighting, and ceiling panels. Installation of vandal-resistant fixtures, LED lighting for reduced energy consumption, and ADA-compliant hall and car fixtures including Braille markings, audible signals, and appropriate button spacing.
- **Safety Systems:** Upgrade of emergency communication devices to current standards, including two-way voice and video capabilities. Installation of automatic evacuation systems, seismic detection, and enhanced fire service controls as required by code.
- **Hydraulic Systems:** Replacement of single-bottom cylinders with code-compliant double-bottom or PVC-sleeved cylinders. Modernization of hydraulic valves, seals, mufflers, and power units to improve performance and reduce leakage.
- **Escalators and Moving Walks:** Replacement of drive chains, balustrades, handrails, steps, and pallets. Installation of energy-saving operation modes (such as stop-and-go or slow-speed standby) to reduce energy consumption during low-traffic periods.

14.4.2 Project Planning and Coordination

For each modernization project, the Contractor shall submit a detailed modernization plan to the agency. This plan shall include:

- A description of proposed upgrades, with justification based on condition assessment, code requirements, or performance improvement.
- A project schedule identifying phases of work, anticipated downtime, and milestones.
- A safety plan addressing worker and occupant protection, barricades, and emergency access.
- Submittals including product data, cut sheets, shop drawings, and material safety documentation.
- Coordination procedures with building management to minimize disruption of building operations.

The Contractor shall provide agencies with temporary accommodations where modernization projects cause extended outages, such as scheduling work during off-hours, sequencing upgrades to keep at least one elevator in service, or providing alternative vertical transportation arrangements.

14.4.3 Installation and Execution

All modernization work shall be performed by certified elevator mechanics under the supervision of experienced project managers. The Contractor shall ensure that installation methods conform to OEM instructions, industry standards, and code requirements. Work shall be performed neatly, with attention to detail, and without compromising adjacent building systems.

The Contractor shall be responsible for all rigging, hoisting, scaffolding, and protective enclosures required for the work. Pits, machine rooms, and hoistways shall be kept clean and free of debris. Hazardous materials such as asbestos, PCB-containing equipment, or lead paint encountered during modernization shall be reported immediately and handled in accordance with applicable laws.

14.4.4 Testing and Acceptance

Upon completion of modernization work, the Contractor shall perform all tests required by the AHJ, including but not limited to load tests, safety device activation, and fire service recall verification. A certified inspector shall witness all required tests and issue compliance documentation.

No equipment shall be placed into service until all testing has been successfully completed and accepted by the agency. The Contractor shall provide as-built drawings, O&M manuals, training for agency staff, and warranty documentation.

14.4.5 Documentation and Warranty

Each modernization project shall be documented with a final report summarizing the scope of work, parts and equipment installed, compliance certifications, and performance testing results. Documentation shall also include manufacturer warranties for all new equipment and a Contractor's warranty on labor and workmanship for a minimum period of one (1) year.

Agencies shall be provided with training for staff covering operation of new systems, emergency procedures, and use of diagnostic features. The Contractor shall also provide ongoing technical support for a period of at least twelve (12) months after completion.

14.5 Inspection and Testing

The Contractor shall perform all inspections and testing services necessary to ensure that every conveyance system covered under this contract remains in full compliance with federal, state, and local laws, as well as all applicable codes and standards. These activities shall include, but not be limited to, routine inspections, annual safety tests, five-year full load tests, fire service recall testing, and any special inspections required by Authorities Having Jurisdiction (AHJs).

Inspections and tests shall be conducted by certified personnel in accordance with ASME A17.1, ASME A18.1, NFPA 70, NFPA 72, ADA, and local amendments. All inspections shall be scheduled with adequate notice to the agency, coordinated with AHJs, and documented in full. The Contractor shall provide all necessary test weights, tools, diagnostic equipment, and safety gear.

No unit shall be returned to service until all required tests have been successfully completed, documented, and accepted by the agency.

14.5.1 Routine Inspections

The Contractor shall perform routine inspections during each preventive maintenance visit. Routine inspections include verification of safety devices, door operation, brake function, cab communication systems, lighting, and ride quality. Any deficiencies identified during these inspections must be corrected immediately, or the unit shall be removed from service until repairs are made.

Routine inspections shall also include review of housekeeping conditions, including the cleanliness and safety of machine rooms, hoistways, and pits. Any violations of safety codes, such as improper storage of materials in machine rooms or blocked access, shall be reported to the agency immediately.



14.5.2 Annual Inspections and Tests

At least once every twelve (12) months, the Contractor shall perform a Category 1 test on every elevator and lift, as required by ASME A17.1. This test shall include, but not be limited to:

- Testing of car safeties, governors, buffers, and other safety devices.
- Brake tests, including measurement of stopping distance and holding torque.
- Verification of fire service recall and emergency power transfer systems.
- Functional testing of alarm systems, emergency lighting, and two-way communication.
- Verification of leveling accuracy and ride performance.

The Contractor shall coordinate the presence of the AHJ and provide complete documentation of test results, including certificates of compliance. Any deficiencies shall be corrected immediately and retested at no cost to the agency.

14.5.3 Five-Year Full Load Tests

At least once every five (5) years, the Contractor shall perform a Category 5 test on all elevators, which includes a full load test of safety systems. This shall include overspeed governor drop tests, full buffer engagement tests, and emergency braking tests under load.

The Contractor shall provide calibrated test weights, rigging, and sufficient manpower to safely conduct the test. Agencies shall be notified at least thirty (30) days in advance of scheduled five-year testing to allow for coordination and operational planning.

All failures identified during five-year testing shall be corrected immediately, and the unit shall not be placed back into service until compliance is verified.

14.5.4 Fire Service and Life Safety Testing

The Contractor shall test all fire service recall systems, firefighter service controls, smoke detectors, heat sensors, and interface with building fire alarm systems on an annual basis, or more frequently where required by code. Tests shall include verification of Phase I recall to designated levels and Phase II firefighter operation.

Escalators and moving walks shall be tested for proper functioning of emergency stop switches, skirt deflectors, combplate impact devices, and step demarcation lighting. Wheelchair lifts and platform lifts shall be tested for interlocks, gate switches, and emergency stop devices.

14.5.5 Documentation and Reporting

For each inspection and test performed, the Contractor shall provide a written report that includes:

- Date and time of inspection or test.
- Identification of unit and location.
- Technician(s) performing the test and their certification numbers.
- Test methods used and equipment employed.
- Results of each test, including measurements and pass/fail outcomes.
- All deficiencies noted, corrective actions taken, and retesting performed.

Reports must be provided to the agency within forty-eight (48) hours of completion and uploaded into the cooperative reporting portal for centralized access.

14.5.6 Compliance and Penalties

Failure to perform inspections and tests within the required timeframes, or failure to correct deficiencies identified during inspections, shall be deemed non-compliance. Repeated failures may result in liquidated damages, financial penalties, or termination of the contract.

Agencies reserve the right to perform independent inspections and audits of Contractor performance. If such audits reveal deficiencies in Contractor-performed inspections or falsification of reports, the Contractor shall be subject to immediate corrective action, cost recovery, and potential debarment from cooperative participation.

14.6 Parts, Materials, and OEM Requirements

The Contractor shall be responsible for supplying all parts, materials, consumables, lubricants, and proprietary tools necessary to perform preventive maintenance, corrective repairs, emergency service, inspections, testing, and modernization activities covered under this contract. All parts shall meet or exceed the specifications of the Original Equipment Manufacturer (OEM) unless an equal or superior substitute is specifically approved in writing by the participating agency. The Contractor shall not utilize used, rebuilt, or salvaged parts without prior approval.

The Contractor shall maintain a robust and reliable national supply chain to support cooperative participants across all regions of the United States. This supply chain must include strategically located regional warehouses stocked with critical parts and materials to ensure timely fulfillment of service requests. In addition, technicians shall carry an inventory of commonly needed parts in their service vehicles to minimize delays.

14.6.1 OEM and Equivalent Parts

1. OEM Requirement: Wherever possible, the Contractor shall use OEM parts, components, and lubricants that conform to the manufacturer's design and performance standards.
2. Approved Equivalents: Equivalent components may be used only when they have been tested and certified to perform equal to or better than OEM parts, and when the agency has approved their use in writing.
3. Prohibited Practices: The Contractor shall not substitute inferior or unapproved parts for cost savings. Unauthorized substitutions discovered in service shall be grounds for non-compliance penalties and potential termination.

14.6.2 Critical Spare Parts

The Contractor shall maintain a minimum inventory of critical spare parts at each regional warehouse to ensure repairs can be completed within the required response times. This inventory shall include, but not be limited to:

- Door operators, rollers, closers, sensors, and restrictors.
- Controllers, relays, circuit boards, fuses, and drive modules.
- Hydraulic components including valves, seals, and packing assemblies.
- Hoist ropes, sheaves, governor ropes, buffers, and safety devices.



- Cab communication systems, telephones, intercoms, and alarm devices.
- Escalator components including steps, combplates, handrails, and drive chains.

A parts inventory list shall be submitted annually to the Lead Agency, including quantities and stocking locations. Agencies reserve the right to inspect regional warehouses to verify compliance with inventory requirements.

14.6.3 Proprietary Software, Tools, and Keys

The Contractor shall ensure that participating agencies have full access to all diagnostic information, error codes, service reports, and performance data generated by proprietary software or tools.

Where proprietary tools are required for inspection, troubleshooting, or repair, the Contractor shall be responsible for providing such tools or ensuring equivalent access through alternative means at no additional cost to participating agencies. This may include Contractor-supplied technicians using proprietary tools, remote diagnostic access, or provision of read-only reporting functions.

The Contractor shall not restrict participating agencies from obtaining diagnostic information necessary to verify performance, ensure safety, or evaluate service compliance.

Agencies shall retain the right to audit the Contractor's compliance with this requirement, including review of diagnostic reports and verification of equivalent access.

14.6.4 Materials and Consumables

All lubricants, cleaning agents, hydraulic fluids, and consumable supplies required for maintenance and repair shall be provided by the Contractor. Lubricants shall meet OEM specifications for viscosity, stability, and performance. Hydraulic fluids shall be tested for contamination, and fluid changes shall be scheduled when analysis indicates degradation.

Consumables such as light bulbs, fuses, signage, and cab finishes shall be of commercial-grade quality, durable, and compliant with applicable codes. Replacement materials for cab interiors shall match or exceed the original finish quality, unless modernization specifications require otherwise.

14.6.5 Sustainability and Environmental Standards

Where practicable, the Contractor shall provide environmentally sustainable materials, including biodegradable lubricants, low-VOC adhesives, and energy-efficient components. Disposal of used oils, fluids, and other hazardous waste shall be performed in compliance with all EPA and state environmental regulations. Documentation of proper disposal shall be available upon request.

14.6.6 Warranty of Parts

All parts provided under this contract shall carry a minimum one (1) year warranty against defects in materials or workmanship. Longer OEM warranties shall be passed through in full to the agency. The Contractor shall replace any defective part at no cost to the agency, including all associated labor.

14.7 Staffing, Training, and Certifications

The Contractor shall employ only qualified, certified, and properly trained personnel to perform work under this contract. The safety, performance, and reliability of elevator and conveyance systems depend heavily on the expertise of the technicians servicing them. To that end, strict standards for staffing, training, licensing, and certifications shall be enforced throughout the term of the contract.

No work shall be performed by individuals who lack the required credentials, and no agency shall be compelled to accept unqualified personnel on their premises. Agencies reserve the right to reject any personnel assigned by the Contractor who fail to meet contract requirements, security clearances, or performance standards.

14.7.1 Staffing Structure

The Contractor shall maintain a clear staffing structure capable of supporting cooperative participants across all regions. At minimum, the Contractor shall provide:

- National Account Manager: Serves as the single point of contact for the Lead Agency, responsible for overall contract performance, dispute resolution, and escalation management.
- Regional Supervisors: Assigned to oversee contract compliance, staffing, and service delivery within specific geographic regions. Supervisors must maintain regular contact with participating agencies in their territories.
- Local Service Managers: Responsible for day-to-day coordination of maintenance and repair work within defined service areas, ensuring technicians meet response times and service quality expectations.
- Certified Elevator Mechanics: Licensed and credentialed technicians who perform preventive maintenance, repairs, inspections, and modernization work. Each mechanic must be qualified to work independently and in compliance with all applicable codes.
- Apprentices: Enrolled in recognized apprenticeship programs and permitted to perform work only under the direct supervision of a certified elevator mechanic. Apprentices shall not be dispatched alone to job sites.
- Administrative Support Staff: Personnel responsible for documentation, reporting, call center dispatching, and recordkeeping in support of agency requirements.

The Contractor shall provide staffing plans for each region, identifying the number of technicians, their coverage areas, and escalation points of contact. Staffing plans shall be updated annually and made available to cooperative participants.

14.7.2 Licensing and Certifications

All elevator mechanics assigned to work under this contract must hold appropriate state and local licenses for the jurisdiction in which they are working. Where no licensing program exists, mechanics shall hold national certifications recognized by the elevator industry. Acceptable certifications include, but are not limited to:

- Qualified Elevator Inspector (QEI) certification.



- Certifications issued by the National Association of Elevator Contractors (NAEC), including CET (Certified Elevator Technician) and CAT (Certified Accessibility and Private Residence Lift Technician).
- Membership in and training under the International Union of Elevator Constructors (IUEC) apprenticeship and journeyman programs.

Supervisors shall demonstrate at least five (5) years of experience managing contracts of comparable size and complexity. Documentation of licenses, certifications, and continuing education shall be kept on file by the Contractor and made available to agencies upon request.

14.7.3 Training Requirements

The Contractor shall maintain a comprehensive training program to ensure technicians remain current on evolving technologies, safety practices, and code changes. Training shall include the following components:

1. Initial Training: All new hires must undergo orientation covering safety standards, company policies, customer service expectations, and specific requirements of this cooperative contract.
2. Apprenticeship Programs: Apprentices must be enrolled in structured training programs recognized by NAEC, IUEC, or equivalent organizations. Documentation of enrollment and progress shall be maintained.
3. Continuing Education: Mechanics and supervisors shall complete at least sixteen (16) hours of continuing education annually in topics such as new elevator technologies, updated code requirements, energy efficiency systems, and safety protocols.
4. Safety Training: OSHA 10- and 30-hour safety training shall be mandatory, along with certification in lockout/tagout procedures, fall protection, confined space entry, and hazard communication.
5. Emergency Response Training: Technicians must be trained in entrapment response, coordination with emergency responders, and passenger evacuation procedures. Training shall include live simulations and refresher courses at least annually.
6. Technology Training: Contractors shall provide training on diagnostic software, remote monitoring systems, and digital communication tools to ensure technicians are proficient in modern equipment maintenance.

14.7.4 Background Checks and Security Clearance

Because many participating agencies operate in sensitive environments (such as schools, courthouses, correctional facilities, or government offices), all Contractor personnel must pass background checks prior to assignment. Background checks shall include verification of identity, criminal history, employment history, and drug testing.

Where agencies require additional security clearances (e.g., Homeland Security clearance for airports or corrections clearance for jails), the Contractor shall ensure compliance prior to dispatching staff. Agencies shall have full authority to reject personnel who fail to meet their security requirements.



14.7.5 Staffing Adequacy and National Coverage

The Contractor shall demonstrate sufficient staffing levels across the country to meet the needs of cooperative participants. This includes maintaining adequate numbers of technicians to meet preventive maintenance schedules, respond to emergency calls, and support modernization projects simultaneously.

Regional staffing adequacy will be evaluated during contract performance by monitoring response times, completion rates, and service backlogs. If staffing levels are deemed insufficient, the Contractor shall be required to provide a corrective staffing plan within thirty (30) days.

14.7.6 Documentation and Records

The Contractor shall maintain complete records of staffing, including:

- Employee rosters with assigned regions.
- Copies of licenses and certifications.
- Records of training and continuing education.
- Documentation of background checks and drug testing.
- Records of performance evaluations and disciplinary actions.

These records shall be provided to the Lead Agency and participating agencies upon request and shall be updated quarterly.

14.7.7 Replacement of Personnel

If an employee is deemed unsatisfactory by an agency due to performance, safety violations, or failure to comply with agency security requirements, the Contractor shall immediately remove the individual from the assignment and provide a qualified replacement within seventy-two (72) hours.

14.8 Safety and Code Compliance

The Contractor shall perform all services under this contract with strict adherence to applicable safety standards, regulatory requirements, and industry codes of practice. Safety and compliance are non-negotiable priorities: every activity, from preventive maintenance to emergency repair, shall be conducted in a manner that ensures the health and safety of building occupants, Contractor personnel, agency employees, and the general public.

The Contractor shall maintain a documented safety program, updated annually, and provide evidence of compliance upon request. Agencies retain the right to suspend or terminate work immediately if unsafe practices or violations of code requirements are observed.

14.8.1 Applicable Codes and Standards

The Contractor shall comply with the most current versions of all relevant codes, including but not limited to:

- ASME A17.1 – Safety Code for Elevators and Escalators
- ASME A18.1 – Safety Standard for Platform Lifts and Stairway Chairlifts
- NFPA 70 – National Electrical Code



- NFPA 72 – National Fire Alarm and Signaling Code
- OSHA 29 CFR 1910 and 1926 – Occupational Safety Standards
- Americans with Disabilities Act (ADA) Accessibility Standards
- International Building Code (IBC) and local amendments
- State and municipal elevator safety regulations

The Contractor shall ensure technicians are trained in, and compliant with, all such standards. In the event of a conflict between codes, the more stringent requirement shall prevail.

14.8.2 Contractor Safety Program

The Contractor's safety program shall include, at minimum:

- Hazard Communication: Policies covering identification, labeling, and handling of hazardous materials such as lubricants, hydraulic fluids, and cleaning agents. Safety Data Sheets (SDS) shall be maintained on site.
- Personal Protective Equipment (PPE): Requirements for hard hats, safety glasses, gloves, high-visibility vests, fall protection gear, and other PPE appropriate to the task.
- Lockout/Tagout Procedures: Strict protocols for isolating electrical and mechanical systems prior to performing maintenance or repair work.
- Fall Protection: Training and equipment for working at heights, including use of harnesses, anchor points, and guardrails in hoistways and on cab tops.
- Confined Space Entry: Policies governing safe entry into pits, shafts, and machine rooms classified as confined spaces, including monitoring, permits, and rescue procedures.
- Emergency Evacuation and Rescue: Procedures for responding to fires, entrapments, medical emergencies, or building evacuations while ensuring safe technician withdrawal.

14.8.3 Safety Training and Audits

The Contractor shall provide ongoing safety training to all personnel, with refreshers held at least annually. Training shall include site-specific hazards, updates to OSHA or ASME standards, and lessons learned from incidents or near-miss events.

Quarterly safety audits shall be performed by the Contractor's Safety Officer and documented in formal reports. These reports shall include findings, corrective actions, and timelines for remediation. Copies shall be submitted to the Lead Agency and made available to participating agencies.

Agencies reserve the right to conduct independent audits of Contractor safety practices at any time. The Contractor shall cooperate fully with such audits and implement corrective actions as required.

14.8.4 Incident Reporting and Corrective Actions

All safety incidents, accidents, or near-miss events involving Contractor personnel, agency staff, or building occupants shall be reported within twenty-four (24) hours. Reports must include:

- Date, time, and location of the incident.
- Personnel involved and their roles.
- Detailed description of the event.



- Immediate corrective measures taken.
- Root cause analysis.
- Long-term corrective actions to prevent recurrence.

The Contractor shall cooperate with agency investigations of incidents and shall bear all costs associated with correcting unsafe conditions caused by Contractor negligence.

14.8.5 Compliance with Authorities Having Jurisdiction (AHJs)

The Contractor shall coordinate all permitting, inspections, and certifications with AHJs in each jurisdiction. No equipment shall be placed into service without required approvals. All fees associated with obtaining permits or certifications shall be the Contractor's responsibility unless otherwise directed by the agency.

Failure to obtain required permits, pass inspections, or comply with AHJ directives shall be considered material breach of contract.

14.8.6 Enforcement and Penalties

Agencies may impose penalties for safety violations, including:

- Suspension of specific personnel from agency sites.
- Financial penalties for non-compliance.
- Requirement of immediate corrective training.
- Termination of the contract for repeated or serious violations.

The Contractor shall be responsible for all costs arising from regulatory fines, penalties, or citations incurred as a result of its work.

14.9 Reporting, Documentation, and Recordkeeping

The Contractor shall maintain thorough, accurate, and auditable documentation of all services performed under this contract. Proper recordkeeping is essential for verifying compliance with preventive maintenance schedules, service level agreements (SLAs), and regulatory requirements. All records shall be kept in both electronic and hard copy formats unless otherwise directed by the participating agency, and must be made available upon request.

Reports shall be clear, detailed, and formatted in a manner acceptable to the Lead Agency. The Contractor shall provide secure access to a web-based portal through which cooperative participants may view service histories, download reports, and monitor contract performance in real time.

14.9.1 Service Reports

For each preventive maintenance visit, corrective repair, emergency response, inspection, or modernization project, the Contractor shall generate a service report that includes, at minimum:

- Date and time of service.
- Name and certification number of the technician(s) performing the work.
- Detailed description of tasks completed.



- Deficiencies or issues identified during the service.
- Corrective measures taken or recommended.
- List of parts replaced, including OEM part numbers and quantities.
- Status of the unit upon completion (in service, out of service, or pending further repair).

Service reports must be submitted electronically within twenty-four (24) hours of work completion. Hard copy reports shall be provided upon agency request.

14.9.2 Preventive Maintenance Logs

The Contractor shall maintain preventive maintenance logs for each covered unit. Logs must include:

- Scheduled maintenance activities by date and frequency.
- Confirmation of completion of each task.
- Technician signatures.
- Notes on deficiencies discovered during maintenance.
- Documentation of follow-up corrective actions.

Logs shall be cumulative and remain with the unit for the duration of the contract, forming a continuous record of service.

14.9.3 Emergency Service Documentation

For emergency calls, the Contractor shall provide specialized reports documenting:

- Time of call, time of dispatch, and time of arrival on site.
- Nature of the emergency (entrapment, safety device failure, outage, etc.).
- Actions taken to resolve the incident.
- Duration of the outage.
- Root cause analysis.
- Recommendations for preventing recurrence.

These reports must be submitted within forty-eight (48) hours of incident resolution and stored in the agency's reporting portal.

14.9.4 Quarterly and Annual Reports

The Contractor shall provide quarterly and annual consolidated reports summarizing contract performance. These reports shall include:

- Total number of preventive maintenance visits completed versus scheduled.
- Total number of emergency calls and average response times.
- Corrective repair statistics, including frequency by type of failure.
- Downtime metrics by unit, including total hours out of service.
- Trends in deficiencies, repeated failures, and root causes.
- Recommendations for modernization or replacement based on observed conditions.
- SLA compliance rates for all performance categories.

Annual reports shall include a narrative executive summary highlighting successes, deficiencies, and recommendations for continuous improvement.

14.9.5 Inspection and Testing Records

The Contractor shall maintain detailed records of all inspections and tests conducted, including Category 1 annual tests, Category 5 five-year tests, fire service recall verifications, and escalator/moving walk safety checks. Records must identify:

- Date of inspection/test.
- Unit identification and location.
- Test method and results.
- AHJ representative present (if applicable).
- Corrective actions taken in response to deficiencies.
- Certification of compliance.

All inspection records shall be retained for a minimum of seven (7) years and provided to the Lead Agency or AHJ upon request.

14.9.6 Record Retention and Access

The Contractor shall retain all service records, reports, and documentation for at least seven (7) years after expiration of the contract. Records must be stored securely and protected against loss, tampering, or unauthorized access.

Participating agencies and the Lead Agency shall have the right to audit records at any time during the contract term and for the full retention period thereafter. Records must be provided within five (5) business days of request.

14.9.7 Electronic Portal Requirements

The Contractor shall provide agencies with access to an electronic reporting system that:

- Allows authorized users to log in and view real-time service histories.
- Provides downloadable service reports in PDF or Excel format.
- Allows agencies to track open service tickets, parts on order, and repair status.
- Generates automated alerts for overdue preventive maintenance or inspections.
- Stores inspection certificates and compliance documents for easy retrieval.

Access to this portal shall be included at no additional cost to cooperative participants.

14.10 National Cooperative Participation and Service Coverage

Because this contract is being issued as a national cooperative agreement, the Contractor shall demonstrate the capacity, resources, and organizational structure necessary to deliver consistent, high-quality services to participating agencies across multiple states, regions, and local jurisdictions. The Contractor shall extend all contract terms, conditions, pricing, and service levels to every agency that elects to participate under this cooperative contract, regardless of geographic location.

The Contractor shall maintain a nationwide service delivery model that ensures equitable access to preventive maintenance, emergency service, repairs, modernization, and inspections. Regional variations in prevailing wage, licensing requirements, and AHJ compliance obligations must be managed by the Contractor without diminishing service levels or increasing costs to participating agencies, except where local law mandates higher wage or licensing requirements.

14.10.1 Geographic Service Coverage

The Contractor shall provide coverage across all regions of the United States, including metropolitan areas, suburban communities, and rural localities. To achieve this, the Contractor shall:

- Maintain regional offices strategically located to serve clusters of cooperative participants.
- Employ or contract with certified local technicians to ensure timely service response within established SLA requirements.
- Establish a national dispatch center that integrates with regional offices and provides 24/7/365 live response.
- Ensure redundancy in staffing and coverage so that service obligations are not disrupted by weather events, labor shortages, or regional emergencies.

A directory of regional offices, technician staffing levels, dispatch points, and service coverage areas shall be submitted annually to the Lead Agency and updated as changes occur.

14.10.2 Onboarding of New Participants

The Contractor shall support the onboarding of new cooperative participants in an efficient, transparent manner. At minimum, the Contractor shall:

- Provide implementation guides and orientation sessions for new participants explaining how to access services, request maintenance, and utilize reporting portals.
- Assign a regional service manager to each new participant to coordinate contract startup, establish preventive maintenance schedules, and set expectations for emergency service response.
- Conduct a baseline assessment of all equipment covered for each new participant, documenting unit condition, service history, and immediate corrective needs.
- Provide agencies with log-in access to reporting portals, service request systems, and emergency hotlines within ten (10) business days of onboarding.

14.10.3 Consistency of Pricing and Service Levels

The Contractor shall extend uniform pricing and service levels to all cooperative participants. Agencies shall not be charged higher rates due to geography, agency size, or equipment type, except where expressly permitted by contract terms (e.g., prevailing wage laws or regional parts distribution costs).

All warranties, service guarantees, and SLAs shall apply equally to every participating agency. Cooperative participants shall not receive diminished coverage or reduced service due to their location or agency size.



14.10.4 National Account Management

The Contractor shall maintain a National Account Management Team responsible for oversight of cooperative participation. This team shall:

- Serve as the central point of contact for the Lead Agency.
- Monitor SLA compliance across all participating agencies.
- Coordinate reporting and data aggregation for cooperative-wide performance metrics.
- Resolve escalated disputes that cannot be handled at the regional level.
- Develop strategies for continuous improvement of contract performance nationwide.

The National Account Manager shall hold quarterly review meetings (virtual or in-person) with the Lead Agency to evaluate performance, address issues, and plan for contract growth.

14.10.5 Cooperative Reporting and Performance Transparency

The Contractor shall compile and submit cooperative-wide reports summarizing contract activity, performance metrics, SLA compliance rates, and geographic service distribution. These reports shall be submitted to the Lead Agency quarterly and shall include:

- Total number of participating agencies served.
- Number of units covered under contract, by region and type.
- Response times and SLA compliance percentages by region.
- Common failure types and corrective actions implemented nationwide.
- Modernization projects completed or in progress.
- Recommendations for improving contract efficiency and service delivery.

14.10.6 Marketing and Participant Outreach

The Contractor shall support the cooperative contract by assisting in outreach and marketing efforts to potential participants. This may include:

- Providing informational materials summarizing contract benefits.
- Participating in cooperative marketing campaigns, webinars, or informational sessions.
- Assigning representatives to attend cooperative procurement conferences or expos.

All marketing must be pre-approved by the Lead Agency to ensure accuracy and consistency.

14.10.7 National Coverage Obligations

Failure to provide adequate national coverage, consistent pricing, or cooperative reporting shall be considered material breach of this contract. Agencies may terminate participation or pursue corrective actions if the Contractor is unable to demonstrate reliable national service.

The Contractor shall not prioritize private-sector clients over cooperative participants. Agencies under this contract shall receive equal or greater priority for technician availability, parts allocation, and modernization scheduling.



14.11 Warranty, Service Levels, and Performance Monitoring

The Contractor shall warrant all services, labor, and parts provided under this contract. Warranties and service levels shall be enforceable across all participating agencies, ensuring that every agency receives the same quality of service regardless of location. The Contractor shall also establish and comply with defined Service Level Agreements (SLAs) that specify maximum response times, preventive maintenance compliance, uptime guarantees, and reporting obligations.

Failure to meet warranty obligations or service levels shall subject the Contractor to corrective action, financial penalties, or contract termination.

14.11.1 Warranty Requirements

1. **Labor Warranty:** All labor performed under this contract shall be warranted against defects in workmanship for a period of not less than one (1) year from the date of service. Any failures resulting from poor workmanship shall be corrected at no additional cost to the agency.
2. **Parts Warranty:** All replacement parts shall carry a minimum one (1) year warranty against defects in materials or manufacturing. Longer OEM warranties must be passed through in full to the agency. Defective parts shall be replaced promptly at no cost, including labor and shipping.
3. **Modernization Warranty:** Modernization projects shall be warranted for a period of not less than two (2) years for labor and parts, unless longer warranties are provided by the manufacturer.
4. **Exclusions:** Warranties shall not cover damage caused by misuse, vandalism, or events outside the Contractor's control (e.g., floods, earthquakes). However, the Contractor shall provide documentation to support any warranty exclusion.

14.11.2 Service Level Agreements (SLAs)

The Contractor shall comply with the following Service Level Agreements (SLAs). These standards are intended to establish consistent expectations across all participating agencies. Recognizing the geographic diversity of participants under this cooperative contract, the following performance metrics shall apply unless otherwise adjusted by mutual agreement between the Contractor and the participating agency. Any such adjustments shall be documented in writing and shall not diminish the Contractor's obligation to provide safe, reliable, and code-compliant service.

Preventive Maintenance Compliance

- **Standard:** 100% of scheduled preventive maintenance visits shall be completed on time in accordance with the agreed schedule.
- **Flexibility:** Where scheduling conflicts, site access limitations, or regional conditions exist, agencies may authorize rescheduling without penalty, provided that such maintenance is completed within thirty (30) calendar days of the originally scheduled date.

Emergency Response Time

- **Entrapments:** A licensed mechanic shall arrive within sixty (60) minutes in metropolitan areas and ninety (90) minutes in rural areas.
- **Safety-Critical Failures:** Technician arrival within four (4) hours, regardless of location.



- Other Emergencies: Technician arrival within six (6) hours.
- Flexibility: Agencies may approve alternate response times where geographic or regional conditions prevent strict adherence, provided that interim safety measures are implemented.

Corrective Repairs

- Standard: Non-emergency repairs shall be completed within twenty-four (24) hours for metropolitan areas and forty-eight (48) hours for rural areas.
- Flexibility: Where parts availability, shipping delays, or equipment age make this standard impracticable, the Contractor shall provide a written restoration plan within seventy-two (72) hours, including interim measures to minimize disruption.

Uptime Guarantee

- Standard: Each unit shall be maintained at a target operational uptime of 99% annually, excluding scheduled modernization or mandated inspections.
- Flexibility: Agencies may accept alternative performance targets based on equipment condition, modernization schedules, or site-specific operating conditions.

Reporting Compliance

- Standard: All service reports, inspection results, and emergency documentation must be submitted within twenty-four (24) to forty-eight (48) hours, depending on service type.
- Flexibility: Agencies may allow extended reporting deadlines where systems integration, agency-specific platforms, or special reporting requirements necessitate additional time.

14.11.3 Performance Monitoring and Corrective Action

The Lead Agency and participating agencies shall monitor SLA compliance through quarterly and annual reporting. Failure to consistently meet SLA requirements may result in penalties, but agencies retain sole discretion to enforce, waive, or modify penalties based on circumstances, equipment age, regional constraints, or mutual agreement with the Contractor.

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 BID 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 BID may not be made other than as specified in this BID. 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 two electronic copies (e.g., thumb drive, etc.) of each proposal. Electronic submissions 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 drive, clearly marked on the outside with the words "**COST PROPOSAL.**"
 6. 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:
 - BID Number: **ITB-OCCC-2026-13**
 - BID Title: "**Elevator Maintenance, Repair, Inspection, Testing, Modernization and Upgrades, Parts and Related Services**"
 - Responder name
 7. 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
 8. 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.
 9. 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 BID 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 BID 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

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 BID, the notice must be sent by both U.S. mail and by electronic 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 (whether electronically or in paper form) is an authorized agent of the Respondent and has the authority to bind the Respondent to the Award.
- F. Where the solicitation contains a specification that states no substitutions, no deviation from this requirement shall be permitted. The Respondent shall comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the Participating Agencies. References to manufacturer's specifications ("**Specifications**") are to be considered informative to give Lead Agency information as to the general style, type, and kind



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

- G. Respondent shall state the brand name and number of the materials being provided. If none is indicated, it is understood that the Respondent is proposing the exact brand name and number specified or mentioned in the solicitation. However, unless specifically stated otherwise, comparable substitutions shall be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended.
- H. 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 BID, 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 BID or excuse a Offeror from full compliance with the BID requirements. A deviation is "material" if it is not in substantial accord with BID 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 BID.

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 BID, 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 BID. 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 BID 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. Technical Proposal - 70% of Score

The Technical Proposals will be opened and reviewed for responsiveness to the BID 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.

Technical Capability & Compliance with Specifications	20 points
<ul style="list-style-type: none"> • Ability to meet or exceed all requirements in the Technical Specifications. • Compliance with preventive maintenance, repair, inspection, and safety standards. • Capacity to service multiple OEM brands with appropriate tools, diagnostics, and parts. • Documented history of ensuring safety and operational reliability across facility types. • Consulting and advisory services for long-term capital planning 	
Staffing, Qualifications & Training	15 points
<ul style="list-style-type: none"> • Licensing, certifications, and qualifications of mechanics, inspectors, and support staff. • Ongoing training programs and adherence to industry safety standards. • Depth and geographic distribution of workforce to cover multiple regions. • Subcontractor management and quality control practices. • Demonstrated strategies for labor continuity and retention. 	
Upgrades, Modernization & Lifecycle Services	10 points
<ul style="list-style-type: none"> • Capability to provide modernization services, including replacement of controls, drives, and cabs. • Experience with lifecycle planning and phased upgrades for aging equipment. • Use of innovative technologies (remote monitoring, IoT-enabled systems, predictive analytics). • Strategies for minimizing downtime during modernization projects. • Ability to align modernization plans with energy efficiency and sustainability goals. 	
Marketing and Outreach	10 points
<ul style="list-style-type: none"> • National cooperative marketing plan with dedicated resources for promotion. • Strategies to educate member agencies on contract use and benefits. • Outreach initiatives, including trade shows, webinars, and direct engagement. • Demonstrated experience successfully marketing other cooperative contracts. • Commitment to reporting participation metrics and continuous improvement. 	
Contract Implementation & Risk Management	10 points
<ul style="list-style-type: none"> • Contract implementation and transition plan for onboarding new agencies. • Administrative structure, escalation protocols, and dispute resolution processes. 	



<ul style="list-style-type: none"> • Technology systems for scheduling, dispatch, customer communication, and reporting. 	
<ul style="list-style-type: none"> • Strategy for scaling services across a national cooperative environment. 	
<ul style="list-style-type: none"> • Risk management practices to ensure continuity of service, including staffing coverage, supply chain stability for parts, and contingency planning. 	
Service Level Agreement (SLA) Compliance & Flexibility	5 points
<ul style="list-style-type: none"> • Demonstrated ability to meet required response times for entrapments, emergencies, and corrective repairs. 	
<ul style="list-style-type: none"> • Strategy for achieving 99% uptime under the flexible SLA framework. 	
<ul style="list-style-type: none"> • Reporting and monitoring systems for SLA transparency. 	

2. Cost Proposal Evaluation - 30% of 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.

The firms must submit completed cost proposal forms, attached. The cost proposal must include all costs associated with the firm’s plan to carry out the services.

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.

Cost Proposal	30 points
<ul style="list-style-type: none"> • Competitiveness of labor rates, parts pricing, and modernization costs. 	
<ul style="list-style-type: none"> • Transparency in pricing structure (regular time, overtime, markups, travel, etc.). 	
<ul style="list-style-type: none"> • Cooperative pricing options, including discounts and rebates. 	
<ul style="list-style-type: none"> • Cost containment measures and pricing stability over the life of the contract. 	

3. 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.

4. 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.

5. 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. The Lead Agency reserves the right to make multiple awards under this solicitation if deemed in the best interest of the cooperative and its participants. Multiple awards may be made to ensure that participating agencies have access to qualified contractors capable of servicing and replacing a wide range of manufacturers' equipment, across diverse geographic regions. Awards may be based on product lines, service categories, equipment types, or regional capabilities. The Lead Agency reserves the right to determine the most advantageous allocation of services between awarded contractors.
- B. 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.
- C. 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.
- D. 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.

- E. 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 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

12. OTHER REQUIRED INFORMATION – STATE SPECIFIC REQUIREMENTS

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

B. Contractor's Employment Eligibility

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

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

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

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

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


Respondent Signature

C. Fingerprint & Criminal Background Checks

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

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



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

[Redacted Signature Line]

Respondent Signature

D. ANTITRUST CERTIFICATION STATEMENTS

(Tex. Government Code § 2155.005)

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

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

[Redacted Signature Line]

Respondent Signature

E. IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

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

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission’s website. The commission adopted the Certificate of Interested Parties form (Form



1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

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

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

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

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

F. BOYCOTT CERTIFICATION

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

Does vendor agree? _____ (Initials of Authorized Representative)

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

Does vendor agree? _____ (Initials of Authorized Representative)

G. TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas



Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree? _____ (Initials of Authorized Representative)

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

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

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

9. MISCELLANEOUS

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

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

specifications and scope of work, as awarded; (iii) attachments and exhibits to the Master Agreement; (iv) the solicitation and all attachments thereto; and (v) Respondent's proposal and all attachments thereto.

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

d. Assignment. This Master Agreement and the rights and obligations hereunder are not assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, Supplier may assign its respective rights and obligations under this Master Agreement without the consent of the other Parties in the event Supplier undergoes a corporate reorganization, consolidation, merger, sale, or transfer of all or substantially all of its assets to another entity. Subject to the preceding sentence, this Master Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this Section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual written agreement of the Parties' authorized representatives; provided, no such extension shall relieve the extending Party of its rights and obligations under this Master Agreement.

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

f. Governing Law. This Master Agreement shall be governed by and construed in accordance with the laws of the State of NEW YORK and the United States of America, without regard to their respective conflict of laws principles. THE PARTIES EACH EXPRESSLY SUBMIT AND CONSENT TO THE JURISDICTION OF ANY COURT HAVING JURISDICTION OVER 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	[TO BE COMPLETED BY SUPPLIER]
Address	[TO BE COMPLETED BY SUPPLIER]
City/State/ZIP	[TO BE COMPLETED BY SUPPLIER]
Phone Number	[TO BE COMPLETED BY SUPPLIER]
Email Address	[TO BE COMPLETED BY SUPPLIER]
Printed Name	[TO BE COMPLETED BY SUPPLIER]
Job Title	[TO BE COMPLETED BY SUPPLIER]
Authorized Signature	

Master Agreement Effective Date	[INSERT HERE]
Master Agreement Termination Date	[INSERT HERE]
Contract Number	[INSERT HERE]

[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 **[CLICK HERE TO ENTER DATE]** (“**Effective Date**”) by and between CoreTrust Purchasing Group LLC, a Delaware limited liability company (“**CoreTrust**”) and the Party identified in the table below (“**Supplier**”) (each a “**Party**” and together the “**Parties**”).

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

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

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

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

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

CORETRUST PURCHASING GROUP LLC

SUPPLIER

Authorized Signature

Authorized Signature

Printed Name

Printed Name



ATTACHMENT A – TERMS AND CONDITIONS

1. PARTY OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

2. TERM; TERMINATION

a. Term. The Term of this Admin Agreement 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

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

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

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

4. REPRESENTATIONS & WARRANTIES

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

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

5. INDEMNIFICATION; LIMITATION OF LIABILITY

a. Indemnification. Supplier shall indemnify, defend, and hold harmless each Participating Agency and CoreTrust, and their respective administrators, directors, officers, members, managers, employees, and agents ("**Indemnified Parties**") from and against all losses, damages, and expenses (including reasonable attorneys' fees) ("**Losses**") arising from all claims, proceedings, and / or demands ("**Claims**") resulting from Supplier's breach of its representations, warranties, and / or covenants under this

Admin Agreement, and / or the actions of Supplier and its employees or subcontractors in the performance of Supplier's obligations under this Admin Agreement.

b. Disclaimer. With respect to any purchases by any Participating Agency, CoreTrust shall not be: (i) construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier or any Participating Agency; (ii) obligated by, liable for, or in any way responsible for the Products & Services or any order of Products & Services made by any Participating Agency or any employee thereof or for any payment required to be made with respect to such order for Products & Services; and / or (iii) obligated by, liable for, or in any way responsible for any failure by any Participating Agency to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase Products & Services. CoreTrust makes no representation or guaranty with respect to any minimum purchases by any Participating Agency, whether individually or collectively, or any employee thereof under this Admin Agreement. CORETRUST EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING CORETRUST'S PERFORMANCE AS A CONTRACT ADMINISTRATOR. CORETRUST SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF CORETRUST IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The terms of this Section 5 shall survive the termination of this Admin Agreement.

6. MISCELLANEOUS

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

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

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

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

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

f. **Notices.** Each Party shall deliver all notices hereunder to the respective address provided on the Cover Page (as a Party may update pursuant to this [Section 6\(f\)](#)), by: (i) personal 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.

7. DEFINITIONS

(a) **"Administrative Fee"** means an amount equal to three percent (3%) of the total sales price of all Products & Services purchased by the Participating Agencies and billed by Supplier (excluding taxes).

(b) **"Administrative Fee Report"** means an electronic report summarizing all sales made under the Cooperative Program during the preceding calendar month, in the form attached hereto as [Schedule 1](#).

(c) **"Attachment"** means the appendices attached hereto and made a part of this Admin Agreement.

(d) **"Force Majeure Event"** means an occurrence negatively affecting a Party's performance hereunder and which is beyond a Party's reasonable control, including an act of God or public enemy, act of terrorism, pandemic or epidemic, fire, flood, civil commotion, or closing of the public highways.

(e) **"Cooperative Program"** means CoreTrust's group purchasing organization operations, including without limitation its arrangements with certain vendors, strategic service partners, and other group purchasing entities.

(f) **"Organization(s)"** means (collectively) state, county, city, special district, and / or local government entities, school districts, private and public educational institutions, political subdivisions, state / regional / territorial agencies, state / regional / territorial governments, and other governmental agencies and nonprofit organizations.

(g) **"Plan"** means the sales and marketing plan through which the Parties shall advertise the Cooperative Program and benefits associated therewith to the Organizations, which plan shall include without limitation details concerning: (i) issuing co-branded press releases; (ii) publishing Cooperative Program details and contact information on both CoreTrust and Supplier websites; (iii) scheduling and holding training on any master purchasing agreement for the sales teams of both CoreTrust and Supplier; (iv) jointly participating in national and regional conferences; (v) jointly attending national and regional Participating Agency networking events; and (vi) designing, publishing, and distributing co-branded marketing materials; (vii) engaging in ongoing marketing and promotion of the Cooperative Program for the entire Term (e.g., developing and presenting case studies, collateral pieces, and presentations).

(h) **"Products & Services"** means those products and services provided or otherwise made available by Supplier under this Admin Agreement.

(i) **"Supplier Content"** means graphics, media, and other content Supplier provides or otherwise makes available to CoreTrust hereunder.



SCHEDULE 1 TO ATTACHMENT A - FORM OF ADMINISTRATIVE FEE REPORT

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

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



Section L – Form of Master Intergovernmental Cooperative Purchasing Agreement

[Attachment to Follow]

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

AGREEMENT

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

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

9. REMEDY; DISPUTE. Payment for Products & Services and inspections and acceptance of Products & Services ordered by Program Participant shall be the exclusive obligation of Program Participant. Disputes between Program Participant and any Supplier shall be resolved in accordance with the law and venue rules of the state of purchase unless otherwise agreed to by Program Participant and Supplier. The exercise of any rights or remedies by Program Participant shall be the exclusive obligation of Program Participant.

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

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

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

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

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

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

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

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

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



SECTION M – LEAD PUBLIC AGENCY CERTIFICATE

[Attachment to Follow]



LEAD PUBLIC AGENCY CERTIFICATE

In its capacity as a Lead Agency for the CoreTrust Program, 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

Note: this form will be completed by the lead agency upon contract award.



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.