



Town of Delight, Arkansas

NOTICE TO RESPONDENT

Best Value Solicitation

Issued by:

TOWN OF DELIGHT, ARKANSAS

for

24COR-064 PAINT, STAINS, ROAD/TRAFFIC MARKING PAINT, AND PAINTING SUPPLIES

SUBMITTAL DEADLINE: 3:00 p.m. CT, February 10, 2025

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GENERAL CONTRACT DOCUMENTS AND INFORMATION

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

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

ORDERS OF PRECEDENCE

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

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. LEAD AGENCY BACKGROUND

The Town of Delight, Arkansas, is an incorporated municipality located in Pike County. Delight is dedicated to transparent governance, sound fiscal management, and the efficient delivery of public services to its residents. The Town values collaboration and supports initiatives that promote economic growth and operational efficiency within the community.

2. PAYMENT AND INVOICE PROVISIONS

A. The Supplier must ensure that invoices are accurate, clear, and itemized to facilitate prompt payment and proper audit tracking. If the Lead or Participating Agency specifies a particular invoicing format or submission process, the Supplier must comply with those requirements in addition to the following minimum data elements.

B. All invoices for purchases made under a resulting Contract, whether submitted electronically or in paper form, must include at a minimum the following information:

- Contract Number
- Supplier Name
- Participating Agency Name
- SKU(s) (if applicable)
- Product or Service Name(s)
- Description of Products or Services
- Quantity
- Unit of Measure (UOM)
- Contract Not-to-Exceed (NTE) List Price
- Discount(s) Applied, including both Contract-specific discounts and any special pricing more favorable than the Contract NTE List Price
- Invoice Total

C. All invoices for the lead agency shall be forwarded to:

Town of Delight
ATTN: Accounts Payable
307 Allen Street
Delight, AR 72120
or emailed to: cityofdelightar@gmail.com

3. FORCE MAJEURE

Neither the Lead Agency, any Participating Agency, nor the Supplier shall be liable for delay or failure to perform any obligation under this contract when such delay or failure is caused by circumstances beyond the reasonable control of the affected party and not due to its negligence or willful misconduct.

A force majeure occurrence includes but is not limited to: acts of God or natural disasters (such as storms, floods, earthquakes, or fires); war; terrorism; civil unrest; labor disputes; government actions or restrictions; epidemics or pandemics; transportation, communication, or utility interruptions; or other similar events that could not reasonably have been foreseen or prevented.

The affected party shall promptly notify the other party in writing describing the event, its expected duration, and plan to mitigate and resume performance. The affected party shall exercise commercially reasonable diligence to resume normal performance as soon as possible.

The period for performance shall be extended as reasonably necessary to compensate for the delay. During any Supplier delay, the Lead Agency or any Participating Agency may procure substitute goods or services to meet operational needs without penalty. If the force majeure condition continues for more than thirty (30) days, the parties shall determine an appropriate course of action, which may include equitable adjustment or termination of the affected portion of the contract without penalty.

No party shall be considered in default or held liable for damages arising from any delay or failure to perform under this section.

Extreme Market Volatility. In the event of extreme and unforeseen volatility in the marketplace, defined as circumstances outside the control of the Supplier that materially affect pricing or availability of supply across the broader industry, the Lead Agency may, at its sole discretion, make an equitable adjustment to contract terms or pricing. Any such adjustment shall be supported by documentation demonstrating the cause and impact of the volatility and approved in writing before taking effect.

4. RECORD RETENTION

- A. The Supplier shall maintain all financial, accounting, and supporting records relevant to this contract in accordance with generally accepted accounting principles and all applicable laws and regulations. Such records shall be sufficient to document all transactions related to performance, billing, and payments under the contract.
- B. Records shall be retained for a minimum of five (5) years following the expiration or final payment of the contract, whichever is later. If any audit, claim, or litigation is initiated before the end of the retention period, records shall be kept until all such matters are resolved.
- C. Upon request, the Supplier shall provide access to these records to the Lead Agency, Participating Agencies, and any authorized representatives of said agency.
- D. Other sections of this solicitation or contract documents may contain additional record-retention requirements.

5. CONDITIONS OF CONTRACT

The Supplier shall comply with all applicable federal, state, and local laws, ordinances, regulations, and policies governing performance of this contract. This includes, but is not limited to, requirements related to labor, safety, nondiscrimination, accessibility, environmental protection, and procurement integrity. The Supplier is responsible for ensuring that all subcontractors and agents engaged in performance under this contract also comply with these requirements. Compliance obligations apply throughout the term of the contract and to any extensions or renewals.

6. NON-DISCRIMINATION AND ACCESSIBILITY

The Supplier shall not discriminate against any individual based on race, color, religion, sex, national origin, age, disability, marital status, sexual orientation, gender identity, or any other classification protected by federal, state, or local law. The Supplier shall comply with all applicable accessibility requirements, including the Americans with Disabilities Act (ADA).

7. SMALL AND VETERAN-OWNED BUSINESS PARTICIPATION

Participation by small businesses and veteran-owned businesses is encouraged in all solicitations and contracts. Suppliers and prime contractors are encouraged to include qualified small and veteran-owned businesses as subcontractors or supply partners whenever feasible.

8. INTELLECTUAL PROPERTY AND OWNERSHIP OF WORK PRODUCT

All work product, deliverables, reports, data, software, and documentation created or produced under this contract shall become the property of the contracting agency upon payment. The Supplier shall not use, reproduce, or disclose such materials for any purpose other than performance of this contract without prior written consent from the contracting agency.

The Supplier warrants that all materials, software, and processes provided under this contract are free from infringement of any patent, copyright, trademark, or other intellectual property right. The Supplier shall indemnify and hold harmless the Lead Agency and any Participating Agency from any claim or liability arising from such infringement.

All data belonging to the Lead Agency or any Participating Agency remains the sole property of that agency and shall be returned in a usable format upon request or at termination of the contract. The Supplier shall not retain, sell, or distribute such data without written authorization.

9. CONFIDENTIALITY AND PUBLIC RECORDS

All information, data, and materials provided by any contracting agency, including the Lead Agency and Participating Agencies for performance under this contract remain the property of the originating agency and shall be kept confidential by the Supplier. Such information shall not be disclosed, copied, or used for

any purpose other than performance of this contract without prior written authorization from the agency that owns the information.

The Supplier acknowledges that the **Arkansas Freedom of Information Act (Ark. Code Ann. § 25-19-101 et seq.)**, and other comparable state or local public-records laws, may apply to records related to this contract. Suppliers asserting that portions of their submissions are proprietary or confidential must clearly mark those specific sections at the time of submission. The final determination regarding disclosure will be made by the applicable contracting agency in accordance with its governing law.

10. DEFAULT AND REMEDIES

The Supplier shall perform all work, deliverables, and services in a timely, professional manner consistent with generally accepted industry standards and the specifications of this contract. The Lead Agency shall have the right to monitor and evaluate Supplier performance throughout the term of the agreement, including the review of responsiveness, quality, accuracy, and timeliness of work.

If the Supplier's performance is determined to be unsatisfactory, the Lead Agency may issue a written notice requiring corrective action within a specified period. Continued nonperformance, delay, or failure to comply with contract requirements may result in further action, including suspension of work, rejection of deliverables, or termination of the contract.

Participating Agencies may provide performance feedback to the Lead Agency for consideration during ongoing monitoring or contract-renewal evaluations.

11. NO BOYCOTT OF ISRAEL.

By entering this Agreement, Supplier certifies that it is not currently engaged in and agrees for the duration of the term of this Agreement not to engage in a boycott of Israel.

12. NO BOYCOTT OF THE ENERGY, FOSSIL FUEL, FIREARMS, AND AMMUNITION INDUSTRIES.

By entering this Agreement, Supplier certifies that it is not currently engaged in and agrees for the duration of the term of this Agreement not to engage in a boycott of energy, fossil fuel, firearms, and ammunition industries.

13. SEVERABILITY

If any provision is found invalid or unenforceable, the remaining provisions remain in full force and effect.

SECTION C – FEDERAL CONTRACT TERMS AND CONDITIONS
[Attachment to Follow]

FEDERAL CONTRACT TERMS AND CONDITIONS

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

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

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

1. SUPPLIER PARTNER VIOLATION OR BREACH OF CONTRACT TERMS

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

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

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

2. TERMINATION FOR CAUSE OR CONVENIENCE

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

3. EQUAL EMPLOYMENT OPPORTUNITY

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

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

4. DAVIS-BACON ACT

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

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

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

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

6. RIGHT TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

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

7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

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

8. DEBARMENT AND SUSPENSION

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

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

9. BYRD ANTI-LOBBYING AMENDMENT

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

Respondent's **SIGNATURE**

10. PROCUREMENT OF RECOVERED MATERIALS

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

11. PROFIT AS A SEPARATE ELEMENT OF PRICE

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

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

Supplier partner agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend, or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that

SECTION D – NEW JERSEY BUSINESS COMPLIANCE

New Jersey Business Compliance – Limitation of Applicability

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

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

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

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

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

Applicability of Attachment 3 – New Jersey Only

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

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

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

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

[Attachments to Follow]

NEW JERSEY BUSINESS COMPLIANCE

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

INCLUDED IN PROPOSAL	ATTACHMENT	FORM
	Attachment 1	Ownership Disclosure Form
	Attachment 2	Non-Collusion Affidavit
	Attachment 3	Affirmative Action Affidavit
	Attachment 4	Political Contribution Disclosure Form
	Attachment 5	Stockholder Disclosure Certification
	Attachment 6	Certification of Non-Involvement in Prohibited Activities in Iran
	Attachment 7	New Jersey Business Registration Certificate
	Attachment 8	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

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

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

[Attachments to Follow]

ATTACHMENT 1 –OWNERSHIP DISCLOSURE FORM

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

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

Name of Individual or Business Entity	Address

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

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

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

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

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

Part IV CERTIFICATION

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

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

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

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

Stockholders:

Name: _____
Home Address: _____

Name: _____
Home Address: _____

Name: _____
Home Address: _____

Name: _____
Home Address: _____

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

Affiant

Type or print name of affiant under signature

Notary Public Signature

My Commission expires _____, 20__

(Seal)

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

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

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

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

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

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

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

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

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

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

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

(Check the Appropriate Box)

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

OR

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

OR

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

(Attach Additional Sheets If Necessary.)

Company Name

FEID Number

Signature of Authorized Agent

Typed Name

Date

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

SECTION E – STATE NOTICE ADDENDUM

[Attachment to Follow]

STATE NOTICE ADDENDUM

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

Nationwide:

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

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

[Remainder of page intentionally left blank.]

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

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS
AND RECREATION DEPT.,
OR
CITY OF COTTAGE GROVE,
OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE,
OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE,
OR
CITY AND COUNTY OF
HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CIT OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON 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
SCIPPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE,
UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT

SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY
CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT
**COUNTIES AND PARISHES
INCLUDING BUT NOT
LIMITED TO:**
ASCENSION PARISH, LA
ASCENSION PARISH, LA,
CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH
SHERIFF'S OFFICE, LA
CITY AND 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
LAFORCHE 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
LAFORCHE 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

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
STATE OF UTAH

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 Paint, Stains, Road/Traffic Marking Paint, and Painting Supplies

Lead Agency: The Town of Delight, Arkansas

The Town of Delight, serving as the Lead Agency in partnership with CoreTrust Purchasing Group, is issuing this solicitation for Paint, Stains, Road/Traffic Marking Paint, and Painting Supplies on behalf of a nationwide cooperative purchasing contract. This solicitation is a Best Value RFP, meaning proposals will be evaluated not solely on cost but on the overall value, including quality, technical capability, past performance, and the ability to meet cooperative contract needs.

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

This RFP seeks proposals that address the requirements of this cooperative agreement, demonstrate experience with similar contracts, and offer competitive, transparent pricing for all agencies. Proposals must clearly describe the solution's capabilities, scalability, and cooperative contract support services. Each response should explain how the Supplier will align its solution with CoreTrust Public Sector standards for national cooperative contracts while ensuring compliance with applicable state and local procurement laws.

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

2. OVERVIEW

This best value solicitation (“**solicitation**”) is published by the Town of Delight (“**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. PURPOSE

Proposals are being sought from qualified vendors to provide Paint, Stains, Road/Traffic Marking Paint, and Painting Supplies on an as needed basis. The awarded vendor shall provide a comprehensive solution designed to support municipalities, government agencies, and political subdivisions.

4. TYPE OF CONTRACT

- A. The anticipated starting date for any resulting contract is March 2026, except that the actual contract start date may be adjusted unilaterally by the Lead Agency 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.
- B. The initial term of a resulting contract will be for three (3) years. Upon mutual agreement by the Contractor and Lead Agency, the contract may be renewed by the Lead Agency 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.

5. 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.

6. 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.

7. 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.

8. PRODUCTS AND SERVICES

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

Product & Service Category
<p>NIGP Codes (National Institute of Governmental Purchasing)</p> <ul style="list-style-type: none"> • 63000 Paint, Protective Coatings, Varnish, Wallpaper, And Related Products • 63500 Painting Equipment and Accessories • 14545 Paint and Varnish • 63045 Paint and Varnish Removers • 63047 Paint, Aluminum • 63050 Paint, Deck and Floor • 63056 Paint, House and Trim • 63057 Paint, Miscellaneous: Blockout, Bronzing Liquid, Environmentally Safe, Epoxy, Fluorescent, License Plate, Oil Paste, Reflective, Tint Base, Tree Pruning, USDA Approved, etc. • 63061 Paint, Masonry • 63062 Paint Rust Preventative • 63066 Paints, Traffic • 63072 Primers, Rust Inhibiting: Red Oxide, Zinc Chromate, etc.3 • 63082 Sealers and Primers, Paint • 63084 Stains and Varnishes

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	12/31/2025
Pre-Proposal Conference	1/13/2026 at 2:00 p.m. CT
Deadline for Questions	1/20/2026
Deadline for Answers	1/27/2026
Proposal Due Date	2/10/2026 at 3:00 p.m. CT
Approval Date	March 2026
Contract Effective Date	March 2026

10. ON-LINE PRE-PROPOSAL CONFERENCE

- A. An online pre-bid conference will be held for this solicitation as shown under the Schedule of Events. This conference allows potential bidders to ask questions and seek clarifications regarding the solicitation.
- B. **Registration:** Interested bidders should register for the pre-bid conference. To register, please email Bid.TownOfDelightAR@gmail.com.
- C. **Pre-Proposal Conference Link:** <https://events.teams.microsoft.com/event/3793b283-4a14-4059-8dc8-b78ff479904b@aa442213-be0d-427e-bd90-9c4a5e7ab4c8>

D. **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 posted along with the solicitation documents.
- 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. SOLICITATION PURPOSE AND COOPERATIVE USE

- A. This Best-Value solicitation is issued to establish a national cooperative contract for the supply of interior and exterior architectural paints, stains, road/traffic marking paints, and associated painting supplies for use by participating agencies nationwide. The contract is intended for materials only; no labor, installation, or equipment rental is included.
- B. The resulting contract may be utilized by participating public, quasi-public, and nonprofit agencies nationwide, including Alaska and Hawaii. Respondents shall also indicate whether they will support U.S. territories (e.g., Puerto Rico, Guam, U.S. Virgin Islands, American Samoa, Northern Mariana Islands). Participation in U.S. territories will be considered a value-added service.
- C. No minimum purchase volume is guaranteed. Each participating agency will issue its own purchase documents and may enforce contract terms, including delivery, remediation, and compliance provisions, independently.

13. SCOPE OF PRODUCTS

A. **Included Items:** Supplier shall provide one or more of the following categories, as applicable:

- Interior architectural paints
- Exterior architectural paints
- Interior and exterior stains (wood, masonry, and concrete substrates)
- Road/traffic marking paints (streets, parking lots, pedestrian markings; other applications as specified by participating agencies)
- Associated coating products (primers, sealers, clear coats/topcoats)
- Associated painting supplies (masking tape, rollers, brushes, tarps/drop cloths, trays, etc.)

B. **Excluded Items:** The following are expressly excluded and **shall not be offered under this contract:**

- Ladders
- Forklifts
- Scaffolding
- Lifts or accessibility equipment
- Heavy or powered equipment

14. APPLICABLE STANDARDS AND REFERENCES

Where referenced below, the following standards and regulatory requirements establish objective methods for verification and compliance. Equivalent or successor standards may be accepted where appropriately justified and documented by the respondent.

EPA Method 24: Determination of Volatile Organic Compound (VOC) content.

OSHA 29 CFR 1910.1200 (Hazard Communication Standard) and Appendix D: Safety Data Sheet (SDS) requirements and hazard communication.

23 CFR 655 (MUTCD color specifications): Federal requirements for pavement marking color specifications on public roads.

ASTM D3359: Standard Test Methods for Rating Adhesion by Tape Test.

ASTM D2486: Standard Test Methods for Scrub Resistance of Wall Paints.

ASTM D711: Standard Test Method for No-Pick-Up Time of Traffic Paint.

15. TECHNICAL SPECIFICATIONS (MINIMUM REQUIREMENTS)

All products must be commercial or industrial grade, suitable for intended substrates and exposure conditions, and supplied in unopened, manufacturer-labeled containers. Suppliers shall provide Product Data Sheets (PDS) and manufacturer system information sufficient to demonstrate compliance with these minimum requirements and shall maintain such documentation throughout the term of the contract. Documentation should be included with the response to this solicitation. Documentation must be provided prior to award. If requested, documentation shall be furnished within ten (10) calendar days of the request.

A. General Requirements (All Coatings)

- Products shall be supplied in unopened, manufacturer-labeled containers with batch/lot identification and manufacture date.
- Minimum shelf life: 24 months in unopened containers, unless otherwise stated on manufacturer documentation.
- VOC content shall comply with all applicable federal, state, and local requirements; VOC content, when required, shall be supported using EPA Method 24 documentation.
- All primers, paints, stains, and topcoats offered as a system must be manufacturer-approved for compatibility; respondents shall provide system sheets and warranty conditions.

B. Interior Architectural Paints (Minimum)

- Provide available finishes (e.g., flat, eggshell, satin, semi-gloss, gloss) as applicable to product lines.
- Scrub resistance shall be supported by testing to ASTM D2486 (provide test basis and/or manufacturer documentation).
- Adhesion shall be supported by testing to ASTM D3359 (provide test basis and/or manufacturer documentation).
- Provide dry-to-touch and recoat times per manufacturer PDS; product must be suitable for practical government facility operations.

C. Exterior Architectural Paints (Minimum)

- Suitable for diverse climate conditions nationwide (temperature variation, humidity variation, and common seasonal exposure).
- Adhesion supported by ASTM D3359 documentation.
- Provide manufacturer documentation for UV/weathering and mildew resistance claims, including test method references where available.
- Provide water resistance and exterior durability information sufficient for evaluation (PDS/system sheets).

D. Interior and Exterior Stains (Minimum)

- Provide transparent, semi-transparent, and solid stain options, as applicable.
- Identify suitable substrates (wood, masonry, concrete) and required primers/sealers.
- Provide manufacturer documentation for penetration/finish performance and compatibility as a system.
- For exterior stains, provide documentation supporting UV and water resistance claims (include test method references where available).

E. Road / Traffic Marking Paint (Minimum)

- Must conform to MUTCD/23 CFR 655 color specifications where applicable to public roadway markings.
- Must be compatible with DOT-approved spraying equipment and formulated to prevent clogging or equipment damage when used per manufacturer instructions.
- No-pick-up (dry-to-no-track) time shall be supported by ASTM D711 documentation.
- Must adhere to wet and dry surfaces as applicable to the intended use and formulation; provide manufacturer application parameters and limitations.
- Must not create unsafe or excessively slippery cured surfaces for intended roadway/pedestrian use; provide any available skid/slip performance documentation and recommended additives where applicable.

F. State DOT / Qualified Products List (QPL) Compliance (Traffic Paint)

Where the State Department of Transportation (DOT) maintains a Qualified Products List (QPL) or approved products list for traffic marking paint, only products provided under this Contract shall comply with the applicable QPL or approved products list in effect at the time of delivery. If requested, supplier must provide documentation within ten (10) business days of request.

If applicable State DOT requirements in effect at the time of delivery cannot be met for a specific delivery location, this limitation shall be identified to the Participating Agency prior to order fulfillment. If a conflict exists between this contract and an applicable State DOT specification for traffic marking paint, the more stringent requirement shall govern. The State DOT specification in effect at the time of delivery shall control for that delivery destination.

16. PACKAGING, LABELING, AND QUANTITIES

A. Paint and coatings shall be available, as applicable, in the following units:

- 1-gallon containers
- 5-gallon containers
- Palletized quantities
- Bulk totes

Labeling must include, at minimum: manufacturer name, product name/identifier, batch/lot number, manufacture date, and application/safety instructions. Containers must be suitable for shipment and storage consistent with applicable transport requirements.

B. Tote Policy Requirements

For products supplied in bulk totes, respondents must clearly disclose: (1) whether totes are returnable or non-returnable; (2) deposits, core charges, or credits; (3) return timelines and condition requirements; (4) whether totes become the property of the purchasing agency if not returned; and (5) the logistics and responsibilities associated with tote return.

17. ORDERING, DELIVERY, AND PROJECT SUPPORT

Timely and reliable delivery is a critical component of this best-value contract. Supplier must have the ability to deliver paint consistently during active projects, including phased or recurring deliveries. Deliveries to Alaska, Hawaii, and any proposed U.S. territories (e.g., Puerto Rico, Guam) may be permitted under the scope of this contract.

A. Required Ordering and Delivery Process

Supplier(s) shall provide a comprehensive ordering and delivery process, including at minimum:

- Ordering methods (online portal, phone, email) and hours of operation
- Order confirmation procedures and tracking/visibility for agencies
- Standard and expedited delivery options and service levels
- Communication protocols for delays, shortages, substitutions, or backorders
- On-site delivery coordination expectations during active projects
- Lead times by region and any minimum order/freight terms

A. Supply Chain Resilience and Tariff Transparency

The Supplier shall maintain and provide, upon request, a documented supply chain strategy that includes contingency planning for shortages, raw material constraints, and supply chain disruptions. Any tariff-related pricing exposure or potential impacts must be disclosed. Pricing shall not fluctuate due to tariffs unless expressly permitted under contract terms.

B. Delivery Delays and Liquidated Damages

Time is of the essence. Respondents shall demonstrate their ability to reliably supply products throughout the contract term despite manufacturer, import, or transportation disruptions. This includes inventory availability, sourcing strategy, and responsiveness to unexpected demand or delays.

Respondents must address, at a minimum:

- Whether products are domestically manufactured, imported, or a combination
- Reliance on overseas manufacturing or imported raw materials
- Exposure to port congestion, customs delays, tariffs, or international shipping disruptions
- Average **in-stock quantities** maintained for core product categories
- Average **order turnaround time** from order receipt to shipment
- Contingency plans for manufacturer shutdowns, shortages, or logistics disruptions

This criterion will be evaluated as part of the best-value determination.

18. PRICING STRUCTURE (DISCOUNT OFF MSRP)

A. Pricing Structure and Discount Requirements

- Pricing for all products under this Contract shall be based on a firm, fixed percentage discount from the Manufacturer's Suggested Retail Price (MSRP).
- The Contractor shall maintain, at a minimum, the percentage discount offered at the time of award for the entire initial term of the Contract. The discount percentage shall not be reduced during the Contract term.
- The Contractor may offer increased discount percentages at any time during the Contract term at its discretion. Any increased discount shall apply prospectively and shall not result in higher pricing for any Authorized User.
- At the time of any contract renewal, the parties may renegotiate the discount percentage. Any revised discount agreed upon at renewal shall apply prospectively and shall not affect pricing for orders placed prior to the renewal effective date.

B. MSRP Adjustments

- Manufacturer MSRP adjustments may occur during the term of the Contract, subject to the limitations set forth below.
- MSRP increases for products under the scope of this contract shall not exceed five percent (5 %) in any twelve month period.
- All MSRP increases must be supported by current manufacturer price lists or written manufacturer documentation and shall be applied uniformly to all Participating Agencies.
- Any decrease in MSRP shall be passed through to all Participating Agencies through application of the applicable discount percentage.
- Under no circumstances shall the Contractor offset MSRP increases by reducing the agreed upon discount percentage.

C. Documentation and Transparency

- The Contractor shall provide current MSRP documentation upon request and shall notify the Lead Agency and CoreTrust of MSRP changes within a reasonable time frame.
- Failure to comply with the pricing structure, discount requirements, or MSRP limitations set forth herein may be considered a material breach of the Contract.

19. WARRANTY AND REMEDIES

The Supplier shall provide applicable manufacturer warranties and any additional warranties offered by the Supplier. At a minimum, warranties should specify coverage periods for interior paints, exterior paints, exterior stains, and traffic paints, and address, as applicable, adhesion failure, peeling, excessive fading, and premature wear.

If products fail to perform as specified, damage DOT-approved spraying equipment when used per manufacturer instructions, or create unsafe surface conditions, the Supplier shall cooperate in remediation efforts. Remediation may include replacement products, technical support, corrective action guidance, and reasonable coordination with the purchasing agency to resolve the issue.

20. REGULATORY AND ENVIRONMENTAL COMPLIANCE

All products must be VOC-rated and comply with all applicable federal, state, and local laws, regulations, and mandates. Respondents are responsible for ensuring ongoing compliance at the time of delivery to each destination jurisdiction. Where stricter VOC rules apply (e.g., certain air quality districts), the more stringent requirements shall govern for that destination.

21. IMPLEMENTATION AND GO-TO-MARKET PLAN

The following requirements apply to the awarded Supplier and must be implemented within the timelines stated. These obligations are intended to ensure the rapid and successful implementation of the Master Agreement nationwide.

A. **Within 90 days of award**, the Supplier shall implement a comprehensive plan to launch the Master Agreement, including:

- **Executive Endorsement:** Obtain executive leadership endorsement and sponsorship of the Master Agreement as the Supplier's public sector go-to-market strategy within the first 10 days.

- **Sales Force Training:** Train and educate the Supplier's national sales force, with participation from executive leadership and CoreTrust, within the first 90 days.
- **Website & Marketing Launch:**
 - Publish an announcement, contract details, and contact information on Supplier's website.
 - Create and distribute co-branded marketing materials.
 - Launch a dedicated CoreTrust web-based homepage containing:
 - CoreTrust logo
 - Copy of original RFP
 - Contract and amendments
 - Product and pricing summary
 - Marketing materials
 - Link to CoreTrust registration page
 - Dedicated toll-free number and email for CoreTrust

B. Ongoing Marketing and Promotion: Throughout the term of the Master Agreement, the Supplier shall:

- Publish and distribute co-branded press releases and advertising in national and regional trade publications.
- Attend and participate in CoreTrust-approved national (e.g., NIGP Annual Forum, NPI Conference), regional, and supplier-specific conferences and trade shows.
- Exhibit and participate annually at the NIGP Annual Forum (e.g., NPI Conference, NIGP chapter conferences, etc.) in the CoreTrust supplier partner area. Booth space will be purchased and staffed by Supplier.
- Collaborate with CoreTrust on promotions, case studies, collateral, and presentations to continually drive awareness and usage of the Master Agreement.

C. Sales and Account Management

- Actively pursue direct sales opportunities with Public Agencies nationwide and promptly follow up on leads generated by CoreTrust.
- Ensure all sales materials reference CoreTrust and use approved branding.
- Transition any existing Public Agency customer accounts to the Master Agreement as appropriate.
- Coordinate with CoreTrust to support timely new Participating Agency account setup and ongoing contract administration.

D. Reporting and Program Management

- Designate key contacts for executive support, marketing, sales, financial reporting, accounts payable, and contract management.
- Provide CoreTrust with timely sales reporting and support growth initiatives throughout the term of the agreement.

22. CONTRACTOR RESPONSIBILITY FOR SUBCONTRACTORS

- A. Respondents should disclose all Authorized Subcontractors, Resellers, or other business partners who will be utilized to fulfill obligations under the resulting Contract. A designated form is provided in Appendix C for this purpose and should be used when submitting the required information.
- B. The awarded Contractor shall remain fully responsible for the performance of the Contract, regardless of the use of Subcontractors. The acts and omissions of any Subcontractor, including its officers, agents, and employees, shall be deemed the acts and omissions of the Contractor to the extent of the subcontract. Any product or service provided by a Subcontractor shall be treated as having been provided by the Contractor.
- C. The Contractor shall ensure that each Subcontractor is informed of and agrees to comply with all applicable provisions of the Contract. The Contractor must require that all terms and conditions of the Contract flow down to each Subcontractor.
- D. Failure to disclose the identity of a Subcontractor or to obtain required approvals for additions or changes to Subcontractors may, at the sole discretion of CoreTrust or a Participating Agency, result in disqualification of the Subcontractor, suspension of work, or termination of the Contract for cause if not promptly cured.
- E. The Contractor shall pay all Subcontractors in accordance with their agreements and, upon request, provide satisfactory evidence of such payment to CoreTrust or the Participating Agency.

23. TITLE AND RISK OF LOSS

Title to and risk of loss for all products provided under the resulting Contract shall remain with the Supplier until such products are delivered to and accepted by, the Lead Agency or Participating Agency, as applicable. Supplier shall bear all costs of replacement or repair for any loss or damage that occurs prior to acceptance.

24. INSURANCE DOCUMENTATION

The awarded Supplier shall, at its own expense, obtain and maintain basic liability and vehicle insurance in full force and effect throughout the term of the Contract. All insurers must be rated at least "A-," Class "VII" or better by A.M. Best Company or hold an equivalent rating from a nationally recognized rating service.

The awarded Supplier shall maintain insurance as required under the Master Agreement and shall provide documentation demonstrating compliance with those obligations. If the Lead Agency specifies additional insurance requirements in Section B – Lead Agency Requirements, those provisions shall also apply. Such additional coverages may include, but are not limited to, Professional Errors & Omissions and Cyber/Data Breach Liability.

The Supplier shall provide and maintain all insurance coverage required under this Solicitation for the benefit of the Lead Agency. Upon request, the Supplier shall furnish satisfactory evidence of coverage to any Participating Agency. Participating Agencies may, at their discretion, request supplemental documentation or require additional insurance coverage consistent with their local regulations, risk-management standards, or procurement policies. Any additional coverage or documentation required by a Participating Agency shall be mutually agreed upon by the Participating Agency and the Supplier and shall not conflict with the Master Agreement or the Lead Agency's requirements.

25. PRODUCT CONTINUITY & SUPPORT

The following provisions apply to all products offered under the resulting Contract to ensure continuity, quality, and agency satisfaction throughout the term of the resulting contract.

A. Product Recalls and Safety Notices

In the event of any product recall, technical service bulletin, safety notice, or other material notification affecting products or services provided under the resulting Contract, the Supplier shall provide written notice to the CoreTrust Point of Contact and the Lead Agency within five (5) business days of receipt of such notification. The Supplier is responsible for ensuring that recall notices and related instructions are communicated promptly and accurately to all affected Participating Agencies and for coordinating any required corrective action, replacement, or refund in accordance with the manufacturer's and regulatory requirements.

B. Defective Products

1. The Supplier shall promptly replace or correct, at no additional cost to the Participating Agency, any product found to be defective, nonconforming, or otherwise not meeting the requirements of the resulting Contract.
2. For products, the Supplier shall bear all costs of transportation, unpacking, inspection, re-packing, re-shipping, and any related expenses associated with replacement. Replacement products must be delivered to the Participating Agency within seven (7) calendar days of the initial notification, regardless of whether the defective product has been returned to the Supplier.

C. Return Policy

The Supplier shall maintain a clear, customer-friendly return process that includes:

- **No-Cost Returns:** Free returns for incorrect, defective, or damaged products and for services not performed per Contract requirements.
- **Return Conditions:** Clear terms for all other returns, including timeframes and conditions.
- **Expedited Processing:** Refunds or credits issued within five (5) business days of receipt of the returned product or approval of service correction.
- **Tracking:** An online portal or process for Participating Agencies to track return status, replacements, and refunds.

26. CONTRACT PRICE LIST UPDATES

The awarded Supplier's Cost Proposal shall become the official Contract Price List. The Supplier may update the Contract Price List after the effective start date of the Master Agreement to reflect pricing changes, product or service additions, or the removal of discontinued items.

A. Quarterly Update Submission:

The Supplier shall submit a comprehensive summary of all Contract Price List Updates to CoreTrust each quarter, including documentation and justification for any price changes or product/service updates. CoreTrust will assist the Supplier in navigating the update process.

B. Right of Review and Audit:

The Lead Agency and CoreTrust shall have the right to review, and audit. They may require the removal of any items deemed out of scope per this Solicitation and request additional supporting documentation as needed.

C. Lead Agency and Participating Agency Feedback:

Lead Agencies and Participating Agencies are encouraged to report out-of-scope items or inconsistencies to CoreTrust.

27. PARTICIPATING AGENCY-SPECIFIC TERMS

- A. Participating Agencies may, at their sole discretion, negotiate additional terms and conditions with the Supplier, provided that such terms do not conflict with the Master Agreement and are more favorable to the Participating Agency. No alternative terms shall be binding unless mutually agreed in writing by the Participating Agency and the Supplier.

28. SURVIVAL CLAUSE

- A. In addition to those provisions which by their nature survive expiration or termination, all warranties, service agreements, confidentiality obligations, indemnification provisions, and any accepted purchase orders issued prior to termination or expiration shall remain in full force and effect until fulfilled.

29. UNBALANCED PROPOSALS

- A. The Lead Agency expects balanced submissions with sustainable pricing, not artificially low “moment-in-time” pricing. If the Lead Agency questions the viability of pricing that appears significantly below market value or otherwise unbalanced, it reserves the right to require an eighteen (18) month look-back at web and/or list pricing to validate market appropriateness. Price lists determined to be unbalanced may be rejected or excluded from evaluation.
- B. To ensure long-term contract viability, the Supplier must commit to maintaining at least ninety-five percent (95%) of its proposed catalog available for ordering by Participating Agencies for the full term of the Contract. If catalog availability falls below this threshold without evidence of significant market disruption, the Supplier will be required to provide documentation justifying the reduction. Failure to do so may result in remedies up to and including a \$500 penalty per instance and/or termination for cause.

SECTION G – SUBMISSION PROTOCOL; EVALUATION; AWARD

1. PROPOSAL SUBMISSION

- A. **Electronic Submission Required.** All proposal documents must be submitted electronically and received by the proposal due date through the Town's designated e-procurement platform at www.bidnetdirect.com/townofdelight. Proposals received after the specified deadline will not be considered.
1. **Supplier Responsibility.** Suppliers are fully responsible for the timely submission of their proposals. The Lead Agency assumes no responsibility for late, incomplete, or misdirected submissions, or for technical issues experienced by the supplier or its internet service provider.
 2. Large files may require additional upload time depending on file size and internet speed. Suppliers are strongly encouraged to begin the upload process at least one (1) business day before the submission deadline to ensure timely completion.
- B. Respondents must submit a complete proposal that includes all required forms, certifications, and attachments referenced in this solicitation.
- C. Proposals must be received by the specified submission deadline. All documents shall be prepared and submitted in accordance with the requirements and instructions set forth in this Section G.
- D. Each proposal should be prepared simply and economically, providing a straightforward and concise description of the Supplier's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, organization, and responsiveness to the evaluation criteria.
- E. 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.
- F. 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.
- G. 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.
- H. Respondents may submit questions regarding this solicitation in writing to the contact listed in Section 2 of this Section G during the Q&A Period outlined in the estimated time table in Section F above. All questions and answers will be posted to along with the solicitation documents at www.bidnetdirect.com/townofdelight. 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.
- I. 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.
- J. In the event Lead Agency in its sole discretion deems negotiations are not progressing, the Lead Agency may formally terminate negotiations and may enter into subsequent exclusive or concurrent negotiations with the next most-qualified Respondent.
- K. **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.

- L. 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.
- M. 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.
- N. By submitting a proposal, Respondent expressly agrees to waive any claim it has or may have against CoreTrust, its directors, officers, members, managers, employees, or agents arising out of or in connection with: (i) the administration, evaluation, or recommendation of any proposal; (ii) any requirements under the solicitation, proposal package, or related documents; (iii) the rejection of any proposal or any part of any proposal; and/or (iv) the award of a contract, if any. CoreTrust shall not be responsible or liable for any costs incurred by Respondents or the successful Respondent in connection with responding to the solicitation, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a contract, or any other expenses incurred by a Respondent. The Respondent is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by CoreTrust.

2. SOLICITATION CONTACT

Key Contact. Bid.TownOfDelightAR@gmail.com

3. PROPRIETARY INFORMATION

- A. All response documents submitted under this solicitation become the property of the Lead Agency and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. Suppliers must submit one (1) complete redacted copy of their original response, with any proprietary or confidential information removed.
- C. Except for the redacted portions, the redacted copy must be identical to the original, including identical pagination and visible indications where information has been removed.

- D. Suppliers are solely responsible for identifying proprietary information and for ensuring that redacted electronic files cannot be restored to reveal the original data.
- E. The redacted copy will be made available for public inspection under FOIA without further notice to the Supplier.
- F. If no redacted copy is provided, the Lead Agency will release the non-redacted response (excluding financial data other than pricing) in response to any valid FOIA request.
- G. If the Lead Agency determines that any redacted material is subject to disclosure under FOIA, the Supplier will be notified prior to release.

4. 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.

5. EVALUATION PROCESS AND CRITERIA

A. Committee Review and Scoring

- 1. All proposals will be reviewed to determine their responsiveness to the material requirements of this Solicitation. Proposals found to be non-responsive to those requirements may be deemed ineligible for further consideration. In such cases, the Supplier will be notified that its proposal was not selected for award.

2. An evaluation committee will review and score Suppliers' submissions in accordance with the evaluation criteria outlined in this solicitation. The Lead Agency intends to select the proposal that best meets the needs of a national cooperative and provides the greatest overall value.
3. As part of its review, the committee may verify references and consider documented past performance on services or commodities provided by Suppliers. This may include references submitted in the proposal as well as verifiable records of performance with the Lead Agency or other entities. The committee will use this information, along with other evaluation factors, to make a recommendation for selection, subject to final approval and contract execution by the appropriate Lead Agency officials.
4. The Town of Delight reserves the right to conduct negotiations with the bidder reasonably suspected of being the most responsive and responsible offeror. Such negotiations may include clarification of the proposal, scope, or pricing and shall be conducted in good faith to achieve the most advantageous terms for the Town. If negotiations are unsuccessful or fail to produce an acceptable agreement, the Town may terminate discussions and proceed to the next eligible bidder or reject all bids if determined to be in the Town's best interest. No bidder shall be permitted to modify its proposal to the prejudice of fair competition after the submission deadline.

B. Scoring Weights

Proposals will be evaluated using a best-value approach. Delivery capability and reliability will be weighted heavily due to the operational impact of delayed or disrupted paint supply.

Evaluation Factor	Description	Weight
Delivery Capability & Reliability	Ability to deliver on-time during active projects; geographic coverage including Alaska, Hawaii, and proposed U.S. territories; ordering process; communication and responsiveness.	35%
Pricing (% Discount off MSRP)	Depth and consistency of discounts; clarity and auditability of MSRP documentation; pricing conditions related to delivery/minimums.	30%
Supply Chain Resilience & Tariff Management	Contingency planning, inventory availability, mitigation of disruptions, and tariff transparency.	15%
Product Compliance & Performance	Conformance with specifications; documentation supporting applicable standards; SDS availability; performance history.	10%
Vendor Experience & Cooperative Support	Experience supporting cooperative/multi-agency contracts; customer service and account management; reporting/support capabilities.	10%

C. Evaluation Criteria

1. Responsiveness. Proposals will be evaluated for responsiveness to the Scope of Work (Appendix B, Section F), compliance with submission requirements, and Appendix C.
2. Responsibility. Factors may include company background, relevant experience in both public and private sectors, with an emphasis on demonstrated performance in the public sector, as well as financial stability, distribution capabilities, and the ability to meet sustainability and inclusion objectives, as applicable.
3. Past Performance. Performance on previously awarded contracts for public- and private-sector clients will be considered. Relevant factors may include administrative compliance, cooperative conduct, customer satisfaction, and overall professionalism.
4. Debarment Status. Any Supplier listed on the federal government's debarment list or on the Lead Agency's state debarment list may be disqualified from consideration.

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.

- D. Information Requirements. The Respondent shall provide the information, documentation, forms, and other materials required in Section N ("**Technical Proposal**").

Respondents shall complete and submit the "Section N – Technical Response Workbook" provided with this solicitation. Narrative responses shall be entered directly into the workbook. Additional attachments shall be clearly cross-referenced in the workbook. Failure to complete the workbook may result in the proposal being deemed non-responsive.

- E. Estimated Quantities. This Solicitation is issued on an indefinite delivery/indefinite quantity (IDIQ) basis. 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.

- F. Cost Proposal Requirements. The Respondent shall provide a detailed cost proposal in the form required in Section O ("**Cost Proposal**").

- G. 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.

H. Lead Agency reserves the right to make additional investigations as it deems necessary to establish the capability of any Respondent.

6. 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.

7. AWARD

- A. Depending upon the proposals received in a given category, Lead Agency may need to organize responses into subcategories based on specific geographies, products, or services in order to provide the broadest coverage of the requests in scope of this solicitation. Awards may be based on a subcategory.
- B. Lead Agency is under no obligation to issue a contract as a result of this solicitation if, in the opinion of Lead Agency and the proposal review team, none of the proposals are sufficiently responsive to the objectives and needs of Lead Agency. Lead Agency reserves the right to not select any Respondent should Lead Agency decide not to proceed for any reason.
- C. Once a supplier is awarded, they will go through an onboarding process with CoreTrust to set specific protocols. Generally, suppliers are expected to submit a monthly sales report on the contract, which will trigger the fee submission at the same time. Suppliers and CoreTrust will work through the specific details during onboarding. Please refer to Attachment A - Terms and Conditions to the Administration Agreement, #3. Fees - a. Administrative Fee, b. Reporting and c. Audit. Also refer to Schedule 1 to Attachment A - Form of Administrative Fee Report.
- D. In the event a Respondent's proposal is not selected, Respondent may, simultaneous to or in lieu of a protest, request in writing that Lead Agency and Respondent engage in a debriefing process, the purpose of which is to provide Lead Agency's general feedback on the Respondent's proposal in order to aid the Respondent in preparing future proposals.

8. 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 emailed to Bids_TownOfDelightAR@gmail.com 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 statement as to the form of relief requested from Lead Agency; and

5. 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.

9. OTHER REQUIRED INFORMATION

A. **Applicability of Section 8 (Other Required Information) – State-Specific Requirements**

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

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

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

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

B. **Certifications And Licenses**

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

C. **Contractor's Employment Eligibility**

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

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

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

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

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

Respondent Signature

D. Fingerprint & Criminal Background Checks

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

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

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

Respondent Signature

E. ANTITRUST CERTIFICATION STATEMENTS

(Tex. Government Code § 2155.005)

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

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

Respondent Signature

F. IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

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

contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

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

Filing Process:

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

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

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

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

G. BOYCOTT CERTIFICATION

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

Does vendor agree? _____ (Initials of Authorized Representative)

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

Does vendor agree? _____ (Initials of Authorized Representative)

H. TERRORIST STATE CERTIFICATION

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

Does vendor agree? _____ (Initials of Authorized Representative)

I. FEMA REQUIREMENTS

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

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

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

1. Access to Records

For All Procurements

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

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

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

Does vendor agree? _____ (Initials of Authorized Representative)

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

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

Does vendor agree? _____ (Initials of Authorized Representative)

2. Changes

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

Does vendor agree? _____ (Initials of Authorized Representative)

3. Use of DHS Seal, Logo, and Flags

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

Does vendor agree? _____ (Initials of Authorized Representative)

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

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

Does vendor agree? _____ (Initials of Authorized Representative)

5. *No Obligation by Federal Government*

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

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

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

Does vendor agree? _____ (Initials of Authorized Representative)

7. *Affirmative Socioeconomic Steps*

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

Does vendor agree? _____ (Initials of Authorized Representative)

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

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

Does vendor agree? _____ (Initials of Authorized Representative)

Prevailing Wage Requirements and Pricing Clause for Nationwide Cooperative

A. Overview and Applicability

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

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

B. Prevailing Wage Compliance – All Jurisdictions

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

C. Contractor Obligations

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

3. **Subcontractor Compliance:** The Contractor must ensure that all subcontractors comply with all applicable prevailing wage laws and maintain the same documentation standards. The Contractor is responsible for:
 - Collecting, reviewing, and retaining subcontractor wage documentation.
 - Taking reasonable steps to verify subcontractor compliance.
 - Ensuring subcontractors apply the appropriate wage rates and classifications.

D. Pricing Requirements

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

E. Monitoring and Adjustments

1. The Contractor is solely responsible for monitoring, tracking, and implementing changes to prevailing wage rates in all jurisdictions where services are performed under this contract. This includes
 - Reviewing updates from labor authorities.
 - Subscribing to wage bulletins.
 - Maintaining systems or procedures to ensure real-time compliance.
2. Rate revisions are effective immediately upon issuance by the governing authority and must be applied to all services performed after the effective date. The Contractor must:
 - Update internal rate schedules and invoicing systems to reflect the new rates.
 - Notify affected Participating Agencies of the rate changes.
 - Maintain documentation of the rate change, including the official issuance date and source.
 - Apply rate adjustments using the standard formula below, if applicable.
3. When prevailing wage rates increase during the contract term, the Contractor's pricing may be adjusted proportionally using the following formula.

Example:

A. Initial prevailing wage rate = \$50 per hour

B. Increased prevailing wage rate = \$60 per hour

C. Contractor's bid labor rate = \$70 per hour

Percentage Increase = $(\$60 - \$50) \div \$50 = 20\%$

Adjusted Labor Rate = $\$70 + (\$70 \times 0.20) = \$84$ 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.

H. 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

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, The Town of Delight, Arkansas 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 Paint, Stains, Road/Traffic Marking Paint, and Painting Supplies with related products and services, as further described in Supplier’s cost proposal submission (collectively, “Products & Services”), and awarded a contract to Supplier; and

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

AGREEMENT

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

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

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

3. PRICING

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

b. Restrictions. All pricing is “Not-To-Exceed,” where Program Participants shall receive pricing that does not exceed the per-unit pricing provided in Respondent’s Cost Proposal. No price increases are permitted within the first ninety (90) days after the Effective Date hereof. Thereafter, Supplier shall notify CoreTrust in writing immediately upon Supplier’s determination of any price increase, and all price increases shall be requested in writing to Lead Agency. Supplier shall deliver to Lead Agency manufacturer documentation or a formal cost justification letter simultaneous with such request. For clarity, price increases must be approved in writing by Lead Agency’s authorized

representative in order to take effect, and no payment for additional materials or services beyond the amount stipulated in the Cost Proposal shall be paid without such prior approval. Supplier shall maintain all current pricing on file with CoreTrust, and shall provide to CoreTrust all price changes using the same format as was accepted in the original awarded contract.

4. TERM; TERMINATION

a. **Term.** This Master Agreement commences as of the effective date (“**Effective Date**”) identified in the Master Agreement Acceptance Form attached to the solicitation as Section J (“**Master Agreement Acceptance Form**”) and continues for the later of: (i) three (3) years; and (ii) the expiration date identified in the Master Agreement Acceptance Form (“**Termination Date**”) unless extended, terminated, or canceled as set forth herein (“**Initial Term**”). Thereafter, Lead Agency may opt to renew his Master Agreement for two (2) additional one (1) year period(s) (each, a “**Renewal Term**”) unless this Master Agreement is earlier terminated as set forth herein. By the Parties’ mutual written consent, the Term of this Master Agreement may be extended beyond the Initial and Renewal Term(s) (“**Extended Term**”). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the “**Term**.”

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

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

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

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

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

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

9. MISCELLANEOUS

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

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

c. Force Majeure. The Parties' obligations hereunder shall be temporarily suspended during any period a Party is unable to carry out its obligations under this Master Agreement by reason of a Force Majeure Event. For purposes of this Master Agreement, a "**Force Majeure Event**" means an occurrence negatively affecting a Party's performance hereunder and which is beyond such Party's reasonable control, including an act of God or public enemy, act of terrorism, pandemic or epidemic, fire, flood, civil commotion, or closing of the public highways. No Party shall have any responsibility to the other Party for a delay in performance nor failure to perform to the extent this Master Agreement is so temporarily suspended; provided: (i) nothing contained herein shall apply to payment obligations

with respect to obligations which have already been performed under this Master Agreement; and (ii) the affected Party: (1) promptly notifies the other Party of such Force Majeure Event and the reasonably expected duration thereof; (2) exercises commercially reasonable efforts to promptly remedy, remove, or mitigate the effects of such Force Majeure Event to the extent reasonably possible; and (3) promptly resumes performance of any suspended obligation upon cessation of such Force Majeure Event.

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

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

f. Governing Law. This Master Agreement shall be governed by and construed in accordance with the laws of the State of ARKANSAS 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 PIKE COUNTY, ARKANSAS 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:

Town of Delight
200 School Street
Delight, AR 71940

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]

Master Agreement Effective Date	
Master Agreement Termination Date	
Contract Number	

[SUPPLIER]

THE TOWN OF DELIGHT, ARKANSAS

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

SECTION K – FORM OF ADMINISTRATION AGREEMENT

[Attachment to Follow]

ADMINISTRATION AGREEMENT

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

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

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. LEAD AGENCY COMPENSATION

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

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

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

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

5. REPRESENTATIONS & WARRANTIES

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

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

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

6. INDEMNIFICATION; LIMITATION OF LIABILITY

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

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

7. MISCELLANEOUS

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

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

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

d. Governing Law. This Admin Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and the United States of America, without regard to their respective conflict of laws principles. SUPPLIER AND CORETRUST EACH EXPRESSLY SUBMIT AND CONSENT TO THE JURISDICTION OF ANY TENNESSEE STATE COURT SITTING IN NASHVILLE, TENNESSEE OR THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF

TENNESSEE WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF, OR RELATING TO, THIS ADMIN AGREEMENT. EACH PARTY EXPRESSLY WAIVES ANY OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE, OR *FORUM NON CONVENIENS*.

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

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

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

8. DEFINITIONS

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

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

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

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

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

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

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

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

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

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, neither CoreTrust nor Program Participant shall indemnify, defend, and hold harmless each other from and against any losses, damages, and expenses arising from any third-party claims, proceedings, and / or demands resulting from the activities of Supplier and its employees or subcontractors in connection with the Program. NEITHER PROGRAM PARTICIPANT NOR CORETRUST SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, OF THE OTHER PARTY EVEN IF THAT PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PARTIES ACKNOWLEDGE AND AGREE CORETRUST SHALL NOT BE LIABLE FOR ANY ACTION, OR FAILURE TO TAKE ACTION, OF SUPPLIER IN CONNECTION WITH THE PERFORMANCE OF SUPPLIER'S OBLIGATIONS UNDER A CORETRUST AGREEMENT.

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

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

SECTION M – LEAD PUBLIC AGENCY CERTIFICATE

[Attachment to Follow]

LEAD PUBLIC AGENCY CERTIFICATE

In its capacity as a Lead Agency for the CoreTrust Program, the Town Delight, Arkansas 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.

TOWN OF DELIGHT

Authorized Signature

Printed Name

Title

SECTION N – TECHNICAL PROPOSAL

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

SECTION O – COST PROPOSAL

- The Cost Proposal Form, also known as the price sheet (a.k.a., “schedule”), is provided as a separate document alongside the solicitation document.
- The selected Supplier's pricing shall be integrated into and designated as Section O – Cost Proposal of the awarded contract.

1. PRICING PROPOSAL

Suppliers shall submit pricing in accordance with the pricing schedule provided, including:

- Percentage discount off Manufacturer's Suggested Retail Price (MSRP)
- Current MSRP documentation for all proposed products
- Identification of any delivery-related pricing conditions or minimum order requirements
- Confirmation that discounts will remain firm subject only to documented MSRP updates
- The Pricing Schedule includes illustrative example rows for formatting purposes only.
- Respondents shall complete all applicable fields and may add rows as necessary.