

coretrust

PUBLIC SECTOR



NOTICE TO RESPONDENT

Best Value Solicitation

Issued by :

PINELLAS COUNTY SCHOOLS, LARGO, FL

For

25-JB-075 School Furniture and Related Services - Best Value Request for Proposal (RFP)

Submittal Deadline: 2:00 pm, Monday, January 5, 2026

Table Of Contents

1. APPENDIX A - REQUIREMENTS

- 1.1. GENERAL CONTRACT DOCUMENTS AND INFORMATION
- 1.2. ORDERS OF PRECEDENCE
- 1.3. SECTION A - PARTICIPATING AGENCY REQUIREMENTS
- 1.4. SECTION B - LEAD AGENCY REQUIREMENTS
- 1.5. SECTION C - FEDERAL CONTRACT TERMS AND CONDITIONS
- 1.6. SECTION D - NEW JERSEY BUSINESS COMPLIANCE
- 1.7. SECTION E - STATE NOTICE ADDENDUM

2. APPENDIX B - BEST VALUE SOLICITATION

- 2.1. SECTION F - SCOPE
- 2.2. SCOPE OF WORK
- 2.3. SECTION G - SUBMISSION PROTOCOL; EVALUATION; AWARD
- 2.4. EVALUATION
- 2.5. SECTION H - REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT
- 2.6. SECTION I - FORM OF MASTER AGREEMENT
- 2.7. SECTION J - MASTER AGREEMENT ACCEPTANCE FORM
- 2.8. SECTION K - FORM OF ADMINISTRATION AGREEMENT
- 2.9. ATTACHMENT A - TERMS AND CONDITIONS
- 2.10. SECTION L - FORM OF MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
- 2.11. SECTION M - LEAD PUBLIC AGENCY CERTIFICATE
- 2.12. SECTION N - TECHNICAL PROPOSAL
- 2.13. VENDOR PROPOSAL/TECHNICAL PROPOSAL RESPONSE

1. APPENDIX A - REQUIREMENTS

1.1. 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		

1.2. 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:

- A. Section F – Background & Scope
- B. Section G – Submission Protocol; Evaluation; Award
- C. Section A – Participating Agency Requirements
- D. Section B – Lead Agency Requirements
- E. Section C – Federal Contract Terms and Conditions
- F. Section D – New Jersey Business Compliance
- G. Section E – State Notice Addendum
- H. Section K – Form of Administration Agreement
- I. Section L – Form of Master Intergovernmental Cooperative Purchasing Agreement

- J. Section I – Form of Master Agreement
- K. Section N – Technical Proposal
- L. Section O – Cost Proposal
- M. Section H – Requirements for National Cooperative Contract
- N. Section J – Master Agreement Acceptance Form
- O. 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:

- A. Section A – Participating Agency Requirements
- B. Section B – Lead Agency Requirements
- C. Section C – Federal Contract Terms and Conditions
- D. Section D – New Jersey Business Compliance
- E. Section E – State Notice Addendum
- F. Section F – Background & Scope
- G. Section K – Administration Agreement
- H. Section L – Master Intergovernmental Cooperative Purchasing Agreement
- I. Section I – Master Agreement
- J. Section N – Technical Proposal
- K. Section O – Cost Proposal

1.3. 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.

1.4. SECTION B - LEAD AGENCY REQUIREMENTS

SPECIAL CONDITIONS

1.4.1. GENERAL TERMS AND CONDITIONS

The Pinellas County School District (District) "General Terms and Conditions" School Board Adopted 12/08/09 Revised 3/20/12, 7/24/12 can be found at the following link:

<https://www.pcsb.org/cms/lib/FL01903687/Centricity/Domain/187/General%20Terms%20and%20Conditions%2011%2015%2024.pdf>

By submitting a proposal, Proposer agrees to abide by all District Terms and Conditions.

1.4.2. ADJUSTMENTS TO CONTRACT TERMS & CONDITIONS NECESSITATED BY VOLATILITY OF THE MARKETPLACE

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

- A. The volatility is due to causes wholly beyond the Supplier's control
- B. The volatility affects the marketplace or industry, not just the particular Supplier's source of supply
- C. The effect on pricing or availability of supply is substantial
- D. The volatility so affects the Supplier that continued performance of the contract would result in substantial loss or financial hardship

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District. Requests for adjustments will not be considered more than once in a one-year period. Adjustments and renewal escalation may not be exercised in the same term.

1.4.3. CONTRACT VALUE

For the purposes of calculating the amount of a protest bond, this contract is valued at approximately 20 million.

1.4.4. PROPOSAL AND PERFORMANCE SECURITY

Proposal and Performance Security are required with a response this Request For Proposals. See Bond Instructions in Proposal section of this Request for Proposals.

1.4.5. PROPOSAL CONTENT & SUBMITTAL

Each proposal shall include all information and submittals required or requested in this Request for Proposals.

Incomplete proposals may be declared non-responsive.

1.4.6. ACCEPTANCE OF VENDOR RESPONSES

The purchasing department reserves the right to accept proposals from multiple vendors, and to accept or reject portions of a proposal based upon the information requested. Suppliers may be excluded from further consideration for failure to fully comply with the requirements of this RFP solely at the purchasing department's discretion.

1.4.7. PROHIBITION AGAINST COERCION FOR LABOR AND SERVICES AFFIDAVIT

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Pinellas County School Board is a governmental entity for purposes of this statute. An affidavit is attached hereto. The affidavit shall be filled out, fully executed and returned as part of your bid/proposal response or the response shall be deemed non-responsive.

1.4.8. PREFERENCE TO FLORIDA BUSINESSES

When a school District is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal or reply is by a Supplier whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, then the school District shall award an equal preference to the lowest responsible and responsive Bidders having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a

Supplier whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to Suppliers having a principal place of business in that state, the preference to the lowest responsible and responsive Bidders having a principal place of business in this state shall be 5 percent. See Section 287.084 (1)(a), F.S.

A Supplier whose principal place is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. See Section 287.084 (2), F.S.

In order for your proposal to be considered responsive, please utilize the form titled "Bidder's Statement of Principal Place of Business" in its designated area within the Proposal section of this Request for Proposals.

NOTE: IF YOU ARE A SUPPLIER WHO'S PRINCIPAL PLACE OF BUSINESS IS NOT IN THE STATE OF FLORIDA, YOU MUST COMPLETE THIS FORM INCLUDING A SIGNATURE FROM AN ATTORNEY ATTESTING TO THE STATE BIDDING PREFERENCE.

FAILURE TO COMPLETE AND SIGN THIS FORM WILL CAUSE YOUR PROPOSAL TO BE CONSIDERED NON-RESPONSIVE.

1.4.9. BACKGROUND SCREENING

As required by The Jessica Lunsford Act [s.21 of Ch.2005-28, L.O.F.], if anyone representing a vendor under contract with the school district **will have access to school grounds when students are present, have direct contact with students or have access to or control of school funds**, such personnel are required to be screened at Level 2, to include fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. [s. 1012.465, Florida Statutes]

The requirements of this law must be met in order for the School Board to contract with your company. To make an appointment to be screened by Pinellas County Schools, go to: <http://fieldprintflorida.com>

The code for a full submission is FPPCSVendors. The code for a replacement badge is FPPCSBadge.

If Contractor/Vendor is awarded all or a portion of this bid, Contractor/Vendor hereby acknowledges and agrees to abide by the Florida Jessica Lunsford Act (1012.465, F.S.) and obtain, at its own cost, Level 2 clearance of all employees, agents, and subcontractors who (1) have access to school grounds when students are present, (2) have direct contact with students, on or off school grounds, or (3) have access to or control of school funds.

1.4.10. SECURITY ACCESS REQUIREMENTS

Contractors will adhere to the rights of access Pinellas County School's (PCS) property, including any defined Easement area, and to all State of Florida statutes and Florida State Board of Education rules regarding school safety and security.

Specifically, a vendor shall not:

- A. enter a occupied facility or PCS property at any time without first contacting the PCS representative or school principal;
- B. at any time, leave a locked portion of the occupied facility or PCS property unlocked for any period of time, or;

- C. allow employees without Level 2 clearance (Jessica Lunsford Act) onto the PCS area or property while school is in session.

Contractor further understands the limitations identified in (i)-(iii) above are non-exclusive and contractor obligations may change as state statute and Florida State Board of Education rules evolve. The phrase "locked portion of the Easement area or PCS property" is defined as any locked vehicle, pedestrian gate, or door on any PCS property.

1.4.11. INSURANCE

Insurance is required of all vendors who are awarded a contract from this RFP. See the attached *Insurance Specifications for Contractors* included with this Request for Proposals.

1.4.12. NON-EXCLUSIVE AGREEMENT

This RFP does NOT establish an exclusive arrangement between the district and vendor. The district reserves, but is not limited to, the following rights:

- The unrestricted right to use others to perform work, provide services or deliver the same or similar products as described herein when it is to the economic benefit of the district.
- The unrestricted right to separately bid any work, products or services as described herein when it is to the economic benefit of the district.

1.4.13. CONTACT OF DISTRICT PERSONNEL

During any solicitation period, including any protest and/or appeal, no contact with District officials or employees, other than with the individuals specifically identified in the solicitation, the Director of Purchasing or the Legal Department is permitted from any Bidder. Such communication may result in an automatic disqualification for selection in the pending solicitation and any subsequent District solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

1.4.14. BUSINESS HOURS & DAYS OF OPERATION

Regular School Year

Days of operation are Monday thru Friday (excluding holidays) 8 a.m. to 4:30 p.m.

Warehouse receiving 6:30 a.m. to 2 p.m.

Summer

From approximately the 1st week of June thru the 1st week of August all schools are closed, with the exception of those that may be in summer session. Beginning the 2nd week of August, schools are once again in session. For more specific information call (727) 588-6143 to confirm if a school can accept deliveries.

Days of operation are **Monday thru Thursday** as follows:

Administrative Facilities and Schools: 7:30 a.m. to 5:30 p.m.

Walter Pownall Service Center: 6:30 a.m. to 5 p.m. (receiving 6:30 a.m. to 4:30 p.m.)

1.4.15. HOLIDAY BREAKS

Each year, schools and administrative offices are closed for Thanksgiving, winter and spring break periods. Shipments cannot be accepted during these periods. These dates as outlined on the Pinellas County Schools website will vary each year depending upon our negotiated personnel calendar and when the holidays actually fall. Be sure to check the site for specific dates here: <https://www.pcsb.org/staffcalendar>.

1.4.16. REVIEW OF STATE CONTRACTS

Prior to the release of this Request for Proposals, a review of the State of Florida purchasing agreements was conducted to determine if their use would be economically advantageous to the District.

1.4.17. PUBLIC ENTITY CRIMES

As stated in paragraph 12 of the General Terms and Conditions, **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST**, please complete, sign and notarize the "SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, PUBLIC ENTITY CRIMES" form provided with this Request for Proposals.

This form **MUST** be included in your response in order for your proposal to be responsive.

1.4.18. PUBLIC RECORD LAW

Public Records: Section 119.0701, Florida Statutes, requires that the Contractor comply with Florida's public records laws with respect to services performed on behalf of the School Board. Specifically, the statute requires that the Contractor:

- A. Keep and maintain public records required by the School Board to perform the service.
- B. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the Contractor does not transfer the records to the School Board.
- D. Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in the possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E. A request to inspect or copy public records relating to this Agreement must be made directly to the School Board. If the School Board does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the School Board or allow the records to be inspected or copied within a reasonable time.
- F. The failure of the Contractor to comply with these provisions, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board and may also result in penalties under Section 119.10, Florida Statutes.
- G. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ANGELA BROWN, SUPERVISOR OF RECORDS MANAGEMENT AT 727-793-2701 X 2393, 2929 COUNTY ROAD 193, CLEARWATER, FL 33759, brownangel@pcsb.org.**

1.4.19. INTEGRITY OF PROPOSAL DOCUMENTS

Proposers shall use the original Proposal Forms and areas within OpenGov Procurement to provide the requested and required information. Proposers may provide additional attachments to the Proposal in the designated area with the Proposal section of OpenGov Procurement if sufficient space is not available on the original form for the proposer to enter a complete response. Any modifications or alterations to the original proposal documents by the proposer, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a proposer wishes to propose must be clearly stated in the proposal.

1.4.20. EXCEPTIONS TO GENERAL TERMS AND CONDITIONS

Proposers taking any exceptions to the General Terms and Conditions, linked in this document, will be reviewed by staff prior to evaluation of proposals. Exceptions to the General Terms and Conditions may be cause for rejection of your proposal.

1.4.21. AWARD TERMINATION

When deemed to be in the best interest of the District, the District may cancel any award resulting from this specification by the following means:

- 10-day written notice with cause per item 52 of the District's General Terms and Conditions; or
- 60-day written notice without cause.

1.5. SECTION C - 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.

1.5.1. 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.

1.5.2. 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.

1.5.3. 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.

1.5.4. 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 determination 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.

1.5.5. 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.

1.5.6. 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.

1.5.7. 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.

1.5.8. 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.

1.5.9. 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).

1.5.10. 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.

1.5.11. 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.

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

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

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

1.5.13. DOMESTIC PREFERENCES FOR PROCUREMENTS

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

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

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

1.5.14. GENERAL COMPLIANCE AND COOPERATION WITH PARTICIPATING AGENCIES

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

1.5.15. APPLICABILITY TO SUBCONTRACTORS

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

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

Printed Name of Representative Signature Date

Company Name Address DUNS No. (If Applicable)

1.6. SECTION D - NEW JERSEY BUSINESS COMPLIANCE

1.6.1. 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.

1.6.2. 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.

1.6.3. 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:

- A. 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;
- B. Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- C. Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- D. Bid and Performance Security, as required by the applicable municipal or state statutes.

Please refer to the [VENDOR RESPONSE QUESTIONNAIRE](#) for the required attachments listed above.

1.7. SECTION E - 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.

**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 NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY
OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT

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

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

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

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	MONROE, UT	SARATOGA SPRINGS, UT
HELPER, UT	CITY OF MONTICELLO, UT	SCIPIO, UT
HENEFER, UT	MORGAN, UT	SCOFIELD, UT
HENRIEVILLE, UT	MORONI, UT	SIGURD, UT
HERRIMAN, UT	MOUNT PLEASANT, UT	SMITHFIELD, UT
HIDEOUT, UT	MURRAY CITY CORPORATION, UT	SNOWVILLE, UT
HIGHLAND, UT	MYTON, UT	CITY OF SOUTH JORDAN, UT
HILDALE, UT	NAPLES, UT	SOUTH OGDEN, UT
HINCKLEY, UT	NEPHI, UT	CITY OF SOUTH SALT LAKE, UT
HOLDEN, UT	NEW HARMONY, UT	SOUTH WEBER, UT
HOLLADAY, UT	NEWTON, UT	SPANISH FORK, UT
HONEYVILLE, UT	NIBLEY, UT	SPRING CITY, UT
HOOPER, UT	NORTH LOGAN, UT	SPRINGDALE, UT
HOWELL, UT	NORTH OGDEN, UT	SPRINGVILLE, UT
HUNTINGTON, UT	NORTH SALT LAKE CITY, UT	STERLING, UT
HUNTSVILLE, UT	OAK CITY, UT	STOCKTON, UT
CITY OF HURRICANE, UT	OAKLEY, UT	SUNNYSIDE, UT
HYDE PARK, UT	OGDEN CITY CORPORATION, UT	SUNSET CITY CORP, UT
HYRUM, UT	OPHIR, UT	SYRACUSE, UT
INDEPENDENCE, UT	ORANGEVILLE, UT	TABIONA, UT
IVINS, UT	ORDERVILLE, UT	CITY OF TAYLORSVILLE, UT
JOSEPH, UT	OREM, UT	TOOELE CITY CORPORATION, UT
JUNCTION, UT	PANGUITCH, UT	TOQUERVILLE, UT
KAMAS, UT	PARADISE, UT	TORREY, UT
KANAB, UT	PARAGONAH, UT	TREMONTON CITY, UT
KANARRAVILLE, UT	PARK CITY, UT	TRENTON, UT
KANOSH, UT	PAROWAN, UT	TROPIC, UT
KAYSVILLE, UT	PAYSON, UT	UINTAH, UT
KINGSTON, UT	PERRY, UT	VERNAL CITY, UT
KOOSHAREM, UT	PLAIN CITY, UT	VERNON, UT
LAKETOWN, UT	PLEASANT GROVE CITY, UT	VINEYARD, UT
LA VERKIN, UT	PLEASANT VIEW, UT	VIRGIN, UT
LAYTON, UT	PLYMOUTH, UT	WALES, UT
LEAMINGTON, UT	PORTAGE, UT	WALLSBURG, UT
LEEDS, UT	PRICE, UT	WASHINGTON CITY, UT
LEHI CITY CORPORATION, UT	PROVIDENCE, UT	WASHINGTON TERRACE, UT
LEVAN, UT	PROVO, UT	WELLINGTON, UT
LEWISTON, UT	RANDOLPH, UT	WELLSVILLE, UT
LINDON, UT	REDMOND, UT	WENDOVER, UT
LOA, UT	RICHFIELD, UT	WEST BOUNTIFUL, UT
LOGAN CITY, UT	RICHMOND, UT	WEST HAVEN, UT
LYMAN, UT	RIVERDALE, UT	WEST JORDAN, UT
LYNNDYL, UT	RIVER HEIGHTS, UT	WEST POINT, UT
MANILA, UT	RIVERTON CITY, UT	WEST VALLEY CITY, UT
MANTI, UT	ROCKVILLE, UT	WILLARD, UT
MANTUA, UT	ROCKY RIDGE, UT	WOODLAND HILLS, 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

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

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

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

**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

MAUI COUNTY, HI	COUNTY OF BEVER, UT	DISTRICT
MARION COUNTY, SALEM, OR	COUNTY OF PIUTE, UT	LAFAYETTE AIRPORT
MORROW COUNTY, OR	COUNTY OF WAYNE, UT	COMMISSION, LA
MULTNOMAH COUNTY, OR	COUNTY OF SAN JUAN, UT	LAFOURCHE PARISH HEALTH
MULTNOMAH COUNTY	COUNTY OF GARFIELD, UT	UNIT – DHH-OPH REGION 3
BUSINESS AND COMMUNITY	COUNTY OF KANE, UT	LOUISIANA PUBLIC SERVICE
SERVICES, OR	COUNTY OF IRON, UT	COMMISSION, LA
MULTNOMAH COUNTY	COUNTY OF WASHINGTON,	LOUISIANA WATER WORKS
SHERIFFS OFFICE, OR	UT	MEDFORD WATER
		COMMISSION

MELHEUR COUNTY JAIL, OR	WILLAMETTE HUMANE	FOREST GROVE SCHOOL
METRO REGIONAL	SOCIETY	DISTRICT
GOVERNMENT	<u>K-12 INCLUDING BUT NOT</u>	GEORGE MIDDLE SCHOOL
METRO REGIONAL PARKS	<u>LIMITED TO:</u> ACADIA PARISH	GLADSTONE SCHOOL
METROPOLITAN EXPOSITION	SCHOOL BOARD	DISTRICT
RECREATION COMMISSION	BEAVERTON SCHOOL	GRANTS PASS SCHOOL
METROPOLITAN SERVICE	DISTRICT	DISTRICT 7
DISTRICT (METRO)	BEND-LA PINE SCHOOL	GREATER ALBANY PUBLIC
MULTNOMAH EDUCATION	DISTRICT	SCHOOL DISTRICT
SERVICE DISTRICT	BOGALUSA HIGH SCHOOL, LA	GRESHAM BARLOW JOINT
NEW ORLEANS	BOSSIER PARISH SCHOOL	SCHOOL DISTRICT
REDEVELOPMENT	BOARD	HEAD START OF LANE
AUTHORITY, LA	BROOKING HARBOR SCHOOL	COUNTY
NORTHEAST OREGON	DISTRICT	HIGH DESERT EDUCATION
HOUSING AUTHORITY, OR	CADDO PARISH SCHOOL	SERVICE DISTRICT
PORT OF BRANDON, OR	DISTRICT	HILLSBORO SCHOOL
PORT OF MORGAN CITY, LA	CALCASIEU PARISH SCHOOL	DISTRICT
PORTLAND DEVELOPMENT	DISTRICT	HOOD RIVER COUNTY
COMMISSION, OR	CANBY SCHOOL DISTRICT	SCHOOL DISTRICT
PORTLAND FIRE AND RESCUE	CANYONVILLE CHRISTIAN	JACKSON CO SCHOOL DIST
PORTLAND HOUSING	ACADEMY	NO.9
CENTER, OR	CASCADE SCHOOL DISTRICT	JEFFERSON COUNTY
OREGON COAST COMMUNITY	CASCADES ACADEMY OF	SCHOOL DISTRICT 509-J
ACTION	CENTRAL OREGON	JEFFERSON PARISH SCHOOL
OREGON HOUSING AND	CENTENNIAL SCHOOL	DISTRICT
COMMUNITY SERVICES	DISTRICT	JEFFERSON SCHOOL
OREGON LEGISLATIVE	CENTRAL CATHOLIC HIGH	DISTRICT
ADMINISTRATION	SCHOOL	JUNCTION CITY SCHOOLS, OR
ROGUE VALLEY SEWER, OR	CENTRAL POINT SCHOOL	KLAMATH COUNTY SCHOOL
SAINT LANDRY PARISH	DISTRICT NO.6	DISTRICT
TOURIST COMMISSION	CENTRAL SCHOOL DISTRICT	KLAMATH FALLS CITY
SAINT MARY PARISH REC	13J	SCHOOLS
DISTRICT 2	COOS BAY SCHOOL DISTRICT	LAFAYETTE PARISH SCHOOL
SAINT MARY PARISH REC	NO.9	DISTRICT
DISTRICT 3	CORVALLIS SCHOOL	LAKE OSWEGO SCHOOL
SAINT TAMMANY FIRE	DISTRICT 509J	DISTRICT 7J
DISTRICT 4, LA	COUNTY OF YAMHILL	LANE COUNTY SCHOOL
SALEM MASS TRANSIT	SCHOOL DISTRICT 29	DISTRICT 4J
DISTRICT	CULVER SCHOOL DISTRICT	LINCOLN COUNTY SCHOOL
SEWERAGE AND WATER	DALLAS SCHOOL DISTRICT	DISTRICT
BOARD OF NEW ORLEANS, LA	NO.2	LINN CO. SCHOOL DIST. 95C
SOUTH LAFOURCHE LEVEE	DAVID DOUGLAS SCHOOL	LIVINGSTON PARISH SCHOOL
DISTRICT, LA	DISTRICT	DISTRICT
TRI-COUNTY METROPOLITAN	DAYTON SCHOOL DISTRICT	LOST RIVER JR/SR HIGH
TRANSPORTATION DISTRICT	NO.8	SCHOOL
OF OREGON	DE LA SALLE N CATHOLIC HS	LOWELL SCHOOL DISTRICT
TUALATIN HILLS PARK &	DESCHUTES COUNTY	NO.71
RECREATION DISTRICT	SCHOOL DISTRICT NO.6	MARION COUNTY SCHOOL

TUALATIN VALLEY FIRE & RESCUE	DOUGLAS EDUCATIONAL DISTRICT SERVICE	DISTRICT
TUALATIN VALLEY WATER DISTRICT	DUFUR SCHOOL DISTRICT NO.29	MARION COUNTY SCHOOL DISTRICT 103
WILLAMALANE PARK AND RECREATION DISTRICT	EAST BATON ROUGE PARISH SCHOOL DISTRICT	MARIST HIGH SCHOOL, OR
	ESTACADA SCHOOL DISTRICT NO.10B	MCMINNVILLE SCHOOL DISTRICT NOAO
		MEDFORD SCHOOL DISTRICT 549C
		MITCH CHARTER SCHOOL
		MONROE SCHOOL DISTRICT NO.1J

MORROW COUNTY SCHOOL DIST, OR	SOUTHERN OREGON EDUCATION SERVICE DISTRICT	DUAL IMMERSION ACADEMY, UT
MULTNOMAH EDUCATION SERVICE DISTRICT	SPRINGFIELD PUBLIC SCHOOLS	DUCHESNE SCHOOL DISTRICT, UT
MULTISENSORY LEARNING ACADEMY	SUTHERLIN SCHOOL DISTRICT	EARLY LIGHT ACADEMY AT DAYBREAK, UT
MYRTLE PINT SCHOOL DISTRICT 41	SWEET HOME SCHOOL DISTRICT NO.55	EAST HOLLYWOOD HIGH, UT
NEAH-KAH-NIE DISTRICT NO.56	TERREBONNE PARISH SCHOOL DISTRICT	EDITH BOWEN LABORATORY SCHOOL, UT
NEWBERG PUBLIC SCHOOLS	THE CATLIN GABEL SCHOOL	EMERSON ALCOTT ACADEMY, UT
NESTUCCA VALLEY SCHOOL DISTRICT NO.101	TIGARD-TUALATIN SCHOOL DISTRICT	EMERY SCHOOL DISTRICT, UT
NOBEL LEARNING COMMUNITIES	UMATILLA MORROW ESD	ENTHEOS ACADEMY, UT
NORTH BEND SCHOOL DISTRICT 13	WEST LINN WILSONVILLE SCHOOL DISTRICT	EXCELSIOR ACADEMY, UT
NORTH CLACKAMAS SCHOOL DISTRICT	WILLAMETTE EDUCATION SERVICE DISTRICT	FAST FORWARD HIGH, UT
NORTH DOUGLAS SCHOOL DISTRICT	WOODBURN SCHOOL DISTRICT	FREEDOM ACADEMY, UT
NORTH WASCO CITY SCHOOL DISTRICT 21	YONCALLA SCHOOL DISTRICT	GARFIELD SCHOOL DISTRICT, UT
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT	GATEWAY PREPARATORY ACADEMY, UT
ONTARIO MIDDLE SCHOOL	ALIANZA ACADEMY, UT	GEORGE WASHINGTON ACADEMY, UT
OREGON TRAIL SCHOOL DISTRICT NOA6	ALPINE DISTRICT, UT	GOOD FOUNDATION ACADEMY, UT
ORLEANS PARISH SCHOOL DISTRICT	AMERICAN LEADERSHIP ACADEMY, UT	GRAND SCHOOL DISTRICT, UT
PHOENIX-TALENT SCHOOL DISTRICT NOA	AMERICAN PREPARATORY ACADEMY, UT	GRANITE DISTRICT, UT
PLEASANT HILL SCHOOL DISTRICT	BAER CANYON HIGH SCHOOL	GUADALUPE SCHOOL, UT
PORTLAND JEWISH ACADEMY	FOR SPORTS & MEDICAL SCIENCES, UT	HAWTHORN ACADEMY, UT
PORTLAND PUBLIC SCHOOLS	BEAR RIVER CHARTER SCHOOL, UT	INTECH COLLEGIATE HIGH SCHOOL, UT
RAPIDES PARISH SCHOOL DISTRICT	BEAVER SCHOOL DISTRICT, UT	IRON SCHOOL DISTRICT, UT
REDMOND SCHOOL DISTRICT	BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA), UT	ITINERIS EARLY COLLEGE HIGH, UT
REYNOLDS SCHOOL DISTRICT	BOX ELDER SCHOOL DISTRICT, UT	JOHN HANCOCK CHARTER SCHOOL, UT
ROGUE RIVER SCHOOL DISTRICT	CBA CENTER, UT	JORDAN DISTRICT, UT
ROSEBURG PUBLIC SCHOOLS	CACHE SCHOOL DISTRICT, UT	JUAB SCHOOL DISTRICT, UT
SCAPPOOSE SCHOOL DISTRICT 1J	CANYON RIM ACADEMY, UT	KANE SCHOOL DISTRICT, UT
SAINT TAMMANY PARISH	CANYONS DISTRICT, UT	KARL G MAESER PREPARATORY ACADEMY, UT
	CARBON SCHOOL DISTRICT,	LAKEVIEW ACADEMY, UT
		LEGACY PREPARATORY ACADEMY, UT
		LIBERTY ACADEMY, UT
		LINCOLN ACADEMY, UT
		LOGAN SCHOOL DISTRICT, UT
		MARIA MONTESSORI

SCHOOL BOARD, LA	UT	ACADEMY, UT
SEASIDE SCHOOL DISTRICT	CHANNING HALL, UT	MERIT COLLEGE
10	CHARTER SCHOOL LEWIS	PREPARATORY ACADEMY, UT
SHERWOOD SCHOOL	ACADEMY, UT	MILLARD SCHOOL DISTRICT,
DISTRICT 88J	CITY ACADEMY, UT	UT
SILVER FALLS SCHOOL	DAGGETT SCHOOL DISTRICT,	
DISTRICT 4J	UT	
SOUTH LANE SCHOOL	DAVINCI ACADEMY, UT	
DISTRICT 45J3	DAVIS DISTRICT, UT	

MOAB CHARTER SCHOOL, UT	SALT LAKE ARTS ACADEMY, UT	WASATCH SCHOOL DISTRICT, UT
MONTICELLO ACADEMY, UT	SALT LAKE CENTER FOR SCIENCE EDUCATION, UT	WASHINGTON SCHOOL DISTRICT, UT
MORGAN SCHOOL DISTRICT, UT	SALT LAKE SCHOOL DISTRICT, UT	WAYNE SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT	SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT	WEBER SCHOOL DISTRICT, UT
MURRAY SCHOOL DISTRICT, UT	SAN JUAN SCHOOL DISTRICT, UT	WEILENMANN SCHOOL OF DISCOVERY, UT
NAVIGATOR POINTE ACADEMY, UT	SEVIER SCHOOL DISTRICT, UT	<u>HIGHER EDUCATION</u>
NEBO SCHOOL DISTRICT, UT	SOLDIER HOLLOW CHARTER SCHOOL, UT	<u>INCLUDING, BUT NOT LIMITED TO:</u>
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT	SOUTH SANPETE SCHOOL DISTRICT, UT	ARGOSY UNIVERSITY
NOAH WEBSTER ACADEMY, UT	SOUTH SUMMIT SCHOOL DISTRICT, UT	BATON ROUGE COMMUNITY COLLEGE, LA
NORTH DAVIS PREPARATORY ACADEMY, UT	SPECTRUM ACADEMY, UT	BIRTHINGWAY COLLEGE OF MIDWIFERY
NORTH SANPETE SCHOOL DISTRICT, UT	SUCCESS ACADEMY, UT	BLUE MOUNTAIN COMMUNITY COLLEGE
NORTH STAR ACADEMY, UT	SUCCESS SCHOOL, UT	BRIGHAM YOUNG UNIVERSITY - HAWAII
NORTH SUMMIT SCHOOL DISTRICT, UT	SUMMIT ACADEMY, UT	CENTRAL OREGON COMMUNITY COLLEGE
ODYSSEY CHARTER SCHOOL, UT	SUMMIT ACADEMY HIGH SCHOOL, UT	CENTENARY COLLEGE OF LOUISIANA
OGDEN PREPARATORY ACADEMY, UT	SYRACUSE ARTS ACADEMY, UT	CHEMEKETA COMMUNITY COLLEGE
OGDEN SCHOOL DISTRICT, UT	THOMAS EDISON - NORTH, UT	CLACKAMAS COMMUNITY COLLEGE
OPEN CLASSROOM, UT	TIMPANOGOS ACADEMY, UT	COLLEGE OF THE MARSHALL ISLANDS
OPEN HIGH SCHOOL OF UTAH, UT	TINTIC SCHOOL DISTRICT, UT	COLUMBIA GORGE COMMUNITY COLLEGE
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT	TOOELE SCHOOL DISTRICT, UT	CONCORDIA UNIVERSITY
PARADIGM HIGH SCHOOL, UT	TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT	GEORGE FOX UNIVERSITY
PARK CITY SCHOOL DISTRICT, UT	UINTAH RIVER HIGH, UT	KLAMATH COMMUNITY COLLEGE DISTRICT
PINNACLE CANYON ACADEMY, UT	UINTAH SCHOOL DISTRICT, UT	LANE COMMUNITY COLLEGE
PIUTE SCHOOL DISTRICT, UT	UTAH CONNECTIONS ACADEMY, UT	LEWIS AND CLARK COLLEGE
PROVIDENCE HALL, UT	UTAH COUNTY ACADEMY OF SCIENCE, UT	LINFIELD COLLEGE
PROVO SCHOOL DISTRICT, UT	UTAH ELECTRONIC HIGH SCHOOL, UT	LINN-BENTON COMMUNITY COLLEGE
QUAIL RUN PRIMARY SCHOOL, UT	UTAH SCHOOLS FOR DEAF & BLIND, UT	LOUISIANA COLLEGE, LA
QUEST ACADEMY, UT	UTAH STATE OFFICE OF EDUCATION, UT	LOUISIANA STATE UNIVERSITY
RANCHES ACADEMY, UT	UTAH VIRTUAL ACADEMY, UT	LOUISIANA STATE UNIVERSITY HEALTH SERVICES
REAGAN ACADEMY, UT	VENTURE ACADEMY, UT	

RENAISSANCE ACADEMY, UT	VISTA AT ENTRADA SCHOOL	MARYLHURST UNIVERSITY
RICH SCHOOL DISTRICT, UT	OF PERFORMING ARTS AND	MT. HOOD COMMUNITY
ROCKWELL CHARTER HIGH	TECHNOLOGY, UT	COLLEGE
SCHOOL, UT	WALDEN SCHOOL OF LIBERAL	MULTNOMAH BIBLE COLLEGE
	ARTS, UT	NATIONAL COLLEGE OF
	WASATCH PEAK ACADEMY,	NATURAL MEDICINE
	UT	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
 STATE OF UTAH

WESTERN OREGON UNIVERSITY
 WESTERN STATES CHIROPRACTIC COLLEGE
 WILLAMETTE UNIVERSITY
 XAVIER UNIVERSITY
 UTAH SYSTEM OF HIGHER EDUCATION, UT
 UNIVERSITY OF UTAH, UT
 UTAH STATE UNIVERSITY, UT
 WEBER STATE UNIVERSITY, UT
 SOUTHERN UTAH UNIVERSITY, UT
 SNOW COLLEGE, UT
 DIXIE STATE COLLEGE, UT
 COLLEGE OF EASTERN UTAH, UT
 UTAH VALLEY UNIVERSITY, UT
 SALT LAKE COMMUNITY COLLEGE, UT
 UTAH COLLEGE OF APPLIED TECHNOLOGY, UT
STATE AGENCIES INCLUDING BUT NOT LIMITED TO: ADMIN. SERVICES OFFICE
 BOARD OF MEDICAL EXAMINERS
 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
 HAWAII DEPARTMENT OF TRANSPORTATION
 HAWAII HEALTH SYSTEMS CORPORATION
 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
 OFFICE OF THE STATE TREASURER

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

2. APPENDIX B - BEST VALUE SOLICITATION

2.1. SECTION F - SCOPE

2.1.1. INTRODUCTION

Nationwide Cooperative Contract for School Furniture and Related Services - Best Value Request for Proposal (RFP)

Lead Agency: Pinellas County School District

Pinellas County School District, serving as the Lead Agency in partnership with CoreTrust Purchasing Group, is issuing this solicitation for School Furniture and Related Services - Best Value Request for Proposal (RFP) on behalf of a nationwide cooperative purchasing contract. This solicitation is a Best Value RFP, meaning proposals will be evaluated not solely on cost but on the overall value, including quality, technical capability, past performance, and the ability to meet cooperative contract needs.

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

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

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

2.1.2. OVERVIEW

This best value solicitation ("**solicitation**") is published by the Pinellas County School District ("**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.

2.1.3. PURPOSE

Pinellas County Schools (“Lead Agency”) is issuing this Request for Proposal (“RFP”) in collaboration with CoreTrust Public Sector, a national cooperative purchasing organization, for the purchase, delivery, and installation of school and government furniture and related services for use by educational institutions, governmental entities, and other eligible agencies nationwide.

2.1.4. TYPE OF CONTRACT

- A. The anticipated starting date for any resulting contract is February 1, 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 3 years. Upon mutual agreement by the Contractor and Lead Agency, the contract may be renewed by the City for up to 2 optional one-year renewals or portions Lead Agency thereof, not to exceed a total aggregate contract term of five (5) consecutive years.

2.1.5. 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.

2.1.6. 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.

2.1.7. 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.

2.1.8. PRODUCTS AND SERVICES

Manufacturers

The following manufacturers are approved under the cooperative contract and may be expanded upon award. Equivalent or higher-performing brands may be proposed where appropriate.

Manufacturer Name	Primary Product Lines / Categories
The HON Company	Office desks, chairs, filing cabinets, bookcases
AmTab Manufacturing Corp.	Cafeteria tables, convertible benches, and folding tables
Artco-Bell Corporation	Classroom seating, student desks, and tables
Diversified Woodcrafts	Science & lab tables, storage cabinets
Krueger International (KI)	Collaborative seating, tables, and office furniture
Mien	Modern classroom seating, modular furniture
MooreCo, Inc.	Whiteboards, mobile furniture, and desks
National Public Seating	Cafeteria and multipurpose seating
Paragon	Flexible classroom furniture, storage
Safco	Office and administrative furniture
Smith System	STEM furniture, classroom tables
Virco, Inc.	Classroom chairs, student desks, tables
Fomcore	Soft seating, lounge furniture
Palmer Hamilton	Cafeteria furniture, dining tables
Haskell Education	Mobile and collaborative classroom furniture
Lakeshore Learning Materials	Early childhood and preschool furniture
Scholar Craft	Classroom seating and desks
VS America	Ergonomic and flexible classroom furniture
Classroom Furniture	• Student desks & chairs • Collaborative desks & tables • Teacher desks & chairs • Whiteboards & interactive boards • Bookshelves & storage units • Mobile/flexible seating (stools, cushions, rockers)

Library Furniture	• Study carrels • Reading tables & chairs • Shelving & bookcases • Lounge seating
Cafeteria & Dining Furniture	• Lunch tables (folding, stationary) • Cafeteria chairs • Serving line equipment
Laboratory & Science Furniture	• Lab tables & stools • Chemical-resistant workstations • Storage cabinets for lab equipment
Computer & Technology Furniture	• Computer lab tables • Charging carts & stations • AV carts
Administrative & Office Furniture	• Office desks & executive chairs • Conference tables & chairs • Reception area seating
Specialized & Adaptive Furniture	• ADA-compliant desks & seating • Sensory seating for special education • Adjustable-height desks
Outdoor & Playground Furniture	• Picnic tables & benches • Outdoor learning spaces • Shade structures
Performing Arts & Music Room Furniture	• Band/orchestra chairs • Instrument storage lockers • Stage risers
Early Childhood & Preschool Furniture	• Play tables & chairs • Nap cots & mats • Activity centers
Flexible Learning Spaces	• Mobile modular seating • Standing desks • Bean bags & soft seating

2.1.9. 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.

Issue Solicitation:	December 3, 2025
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Pre-Proposal Conference (Non-Mandatory):	December 9, 2025, 10:00am The preproposal conference is being held via Microsoft Teams at the link below. https://events.teams.microsoft.com/event/071e512c-410f-46af-a175-e4d939e3bdae@aa442213-be0d-427e-bd90-9c4a5e7ab4c8
Deadline for Questions:	December 16, 2025, 2:00pm
Deadline for Answers:	December 18, 2025, 2:00pm
Proposal Due Date:	January 5, 2026, 2:00pm
Approval Date:	January 27, 2026
Contract Effective Date:	February 2, 2026

2.1.10. ON-LINE PRE-PROPOSAL CONFERENCE

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

Date: Tuesday, December 9, 2025 **Time:** 10:00 am **Location:** Online (details to be provided upon registration)

- B. **Registration:** Interested bidders must register for the pre-bid conference by December 9, 2025. To register, please contact Joe Benjamin at benjaminst@pcsb.org or (727) 588-6146.

C. Important Notes:

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

2.1.11. 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.

2.1.12. BACKGROUND

Public agencies nationwide require access to reliable solutions that support daily operations and long-term planning. Demand for these solutions continues to grow as agencies seek improved efficiency, modern capabilities, and consistent service delivery.

The Lead Agency is issuing this Solicitation to establish a competitively awarded cooperative contract that provides a single, comprehensive source for these products and services. The contract is intended to support agencies of all sizes, allowing them to streamline procurement and obtain a proven, high-quality solution.

Suppliers should describe the current industry landscape for this category, outline common public sector challenges, and demonstrate how their proposed solution addresses these needs.

This solicitation intends to establish one or more Best Value Contracts for the purchase, delivery, and installation of school and government furniture and related services for use by educational institutions, governmental entities, and other eligible agencies nationwide.

2.2. SCOPE OF WORK

2.2.1. Scope of Work, Manufacturers, and Market Basket

Contractors must provide complete furniture solutions—including products, materials, equipment, and labor—for educational and government facilities. The scope covers new, replacement, and renovation projects across environments such as classrooms, offices, libraries, cafeterias, labs, early learning, outdoor, and performing arts spaces. Required services include delivery, installation, layout design, warranty support, and sustainability practices.

Electronic Ordering and Optional Punchout Capability

The awarded vendor(s) shall provide an electronic ordering solution to participating agencies under this contract. At a minimum, vendors must offer a hosted online catalog, price list, or ordering portal reflecting contract pricing and available products.

In addition, vendors are strongly encouraged, but not required, to offer a Punchout catalog option that can integrate with eProcurement systems such as Jaggaer, SAP Ariba, Coupa, Oracle, or Equal Level. The

Punchout catalog, if offered, should support standard functionality including cart return, order confirmation, and electronic invoicing.

Vendors offering a Punchout solution must provide technical support for initial setup and ongoing maintenance at no additional cost to the participating agency. Vendors shall describe all available electronic ordering options in their proposal submission, including platforms supported, implementation timelines, and security compliance standards.

Facility / Room Design Services

Contractor(s) may provide in-house or partner-supported **facility design and planning services** to assist Participating Entities in optimizing the functionality, aesthetics, and utilization of interior and exterior spaces. These services are intended to help end users visualize, plan, and implement cohesive furniture layouts that support educational, administrative, and community environments.

Design services may be offered as part of a complete turnkey solution or as a standalone service, depending on the Participating Entity's needs. The intent is to provide flexible, value-added solutions that enhance both the form and function of each project.

Services may include, but are not limited to:

a) Consultation and Needs Assessment:

- Conducting on-site visits or virtual consultations to assess current conditions, workflow, safety, accessibility, and space utilization.
- Collaborating with facility and administrative personnel to understand instructional goals, operational needs, and aesthetic preferences.
- Providing recommendations to improve ergonomic support, traffic flow, and compliance with ADA and local safety requirements.

b) Design and Visualization:

- Developing conceptual designs, floor plans, and elevations using CAD, Revit, or comparable 3D modeling software.
- Offering visual renderings, color boards, and material samples to demonstrate proposed layouts, finishes, and product selections.
- Integrating technology, power/data requirements, and flexible learning configurations as appropriate for the space type.

c) Budget Optimization:

- Providing cost-effective product recommendations that meet design intent while staying within the agency's budget constraints.
- Offering multiple tiered options or "good/better/best" solutions for comparison.
- Assisting in lifecycle cost analysis to promote sustainability and long-term value.

d) Project Coordination and Management:

- Coordinating with facilities, architects, and contractors to ensure smooth implementation of design plans.
- Managing timelines, delivery sequencing, and installation phasing to minimize disruption to operations.
- Verifying product accuracy and placement during installation and conducting post-installation walkthroughs as requested.

Pricing Requirements:

All pricing for facility and room design services shall be clearly itemized as a separate line item in the proposal and final quote. Vendors shall specify whether design services are:

- Offered at no charge when associated with product purchases,
- Discounted or included in the overall project cost, or
- Billed separately at an hourly or fixed rate.

Design deliverables, ownership rights, and file access (e.g., CAD or 3D files) shall be disclosed upfront and coordinated with the Participating Entity prior to project commencement.

Delivery, Assembly, and Installation Options

Vendors must outline available levels of service, including:

- Standard Delivery:** Curbside or dock delivery to the receiving department or warehouse.
- Inside Delivery and Assembly:** Delivery inside the facility with minor assembly required.
- White-Glove / Custom Installation:** Full-service delivery, installation, setup, and debris removal.
- Complex Installations:** Accommodation for multi-story facilities, remote/rural campuses, or limited-access sites.
- Project Scheduling and Coordination:** Ability to coordinate deliveries to minimize classroom disruption, including summer breaks, off-hours, and phased installations.

Installation Options

- **Level 1 – Basic Setup:** Assembly of furniture that doesn't require tools beyond Allen wrenches/screwdrivers (e.g., student desks and chairs).
- **Level 2 – Anchored Installation:** Securing furniture to floors/walls (e.g., bookcases, science tables).
- **Level 3 – Modular/Systems Furniture Install:** Complex layouts like office cubicles, requiring layout adherence and leveling.
- **Level 4 – Turnkey:** Includes delivery, installation, electrical/data connection (if applicable), cleanup, and walk-through.
- **Post-Installation Services:** Punch list correction, warranty work, and ongoing maintenance.

When Installation Requires Trade Specialists

Installation crosses into the need for licensed trade professionals when:

- **Electrical connections** are made (e.g., connecting powered desks, adjustable tables, or lighting).
- **Carpentry or wall modification** is required (e.g., cutting into walls, anchoring to drywall or studs).
- **Plumbing** is involved (e.g., science lab furniture with sinks or gas connections).
- **Permits or code compliance** is triggered (e.g., ADA compliance, fire safety anchoring).
- **Ceiling or structural integration** is needed (e.g., suspended acoustical panels, ceiling-mounted desks, or dividers).

In those cases, a **licensed electrician, plumber, or carpenter** is needed, and the contractor must ensure proper coordination and credentialing.

2.2.2. Submittal Requirements

Vendors must follow. Required elements include the Supplier Questionnaire, references, cost proposal, insurance, and manufacturer authorizations.

- Supplier Questionnaire
- Cost Proposal / Market Basket
- Catalog Discount Form
- References
- Technical Proposal
- Master Agreement Acceptance Form

ALL REQUIRED FORMS - FULLY EXECUTED

Optional: Catalogs, warranties, certifications, and e-commerce details.

2.2.3. Evaluation Criteria

- Best Value criteria and weights:
- Cost Proposal – 30%
- Scope and Depth of Offerings – 25%
- Delivery/Installation/Service – 20%
- Technical Proposal - 10%
- Value-Added Services – 10%
- Pricing Information – 5%

2.2.4. Cost Proposal Criteria Description

Respondents shall provide a comprehensive cost proposal using the Cost Proposal Workbook provided with this solicitation. The workbook includes multiple tabs representing distinct pricing categories. All pricing shall be clearly itemized, fully burdened, and inclusive of all costs associated with providing the products and services described in the Scope of Work.

The Cost proposal Spreadsheet must be submitted in Excel and follow the exact format provided in the original RFP attachment.

Market Basket Pricing

Respondents shall complete the Market Basket tab by entering firm, fixed pricing for the representative list of commonly purchased items. Pricing shall reflect the Respondent's best national cooperative price and include manufacturer, product description, and item number where applicable. Market Basket pricing will be evaluated for competitiveness and overall value.

Catalog Discount Structure

Respondents shall complete the Catalog Discount tab to identify percentage discounts off published manufacturer catalogs or price lists for all offered product lines. Discounts must be consistent and verifiable against current catalog pricing. Include the catalog name, revision date, and whether pricing is based on list price, MSRP, or net price.

Design Services

The Design Services tab shall detail pricing for optional or value-added services such as space planning, CAD drawings, 3D renderings, or project consultations. Respondents shall specify whether design services are included at no charge with product purchases, discounted, or billed separately on an hourly or fixed-fee basis.

Delivery and Installation

Respondents shall complete the Delivery & Installation tab to describe all associated costs for delivery, assembly, placement, and installation of furniture and related equipment. Pricing shall indicate whether rates are per unit, per project, or percentage-based, and whether services are performed in-house or through subcontracted installers.

Value-Added Services

The Value-Added Services tab provides space for Respondents to identify additional services offered at no charge or discounted rates, such as warranty enhancements, repair services, recycling programs, asset tagging, or post-installation support. These services may be considered in the overall value evaluation.

Freight and Administrative Fees

Respondents shall complete the Freight & Admin tab to disclose all applicable freight, handling, or administrative costs not otherwise included in product pricing. Identify any minimum order thresholds, regional surcharges, or special delivery options (e.g., white-glove or inside delivery).

Summary Tab

The Summary tab shall consolidate all proposed pricing and provide total cost summaries as requested. Respondents must verify that all totals and discount percentages align with the supporting tabs.

General Pricing Requirements

All pricing shall remain firm for the initial contract term and include all costs necessary for delivery, installation, and performance.

Optional price adjustment mechanisms for renewals shall be clearly described and tied to a recognized index (e.g., CPI or manufacturer increase documentation).

Pricing must be extendable to all Participating Public Agencies utilizing the resulting cooperative contract.

Failure to complete all applicable tabs may result in disqualification or reduction in scoring within the Cost Evaluation category.

2.2.5. Contract Award and Administration

Awards will be made based on overall Best Value. CoreTrust Public Sector will manage contract compliance and reporting.

2.2.6. Reservation of Rights

Pinellas County Schools reserves the right to reject any or all proposals, waive irregularities, make multiple awards, or negotiate terms.

2.3. SECTION G - SUBMISSION PROTOCOL; EVALUATION; AWARD

2.3.1. PROPOSAL SUBMISSION

- A. All Respondents must complete and submit a proposal consisting of all required forms and attachments referenced in this solicitation. Respondent's complete proposal must be submitted no later than the submission deadline date specified on the cover page of this solicitation. Proposals must be prepared and submitted in accordance with the instructions found in this Section G.
- B. Proposal Submissions should be submitted via the OpenGov Procurement Portal at <https://procurement.opengov.com/portal/pcsb/projects/219777>.
- C. All proposals shall be valid for a period of 90 days from the date the proposals are received by Lead Agency in compliance with the submission instructions set forth above.
- D. All proposals shall be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration and the Respondent shall receive notice of the non-award of its proposal from Lead Agency.
- E. Subject to the requirements set forth in Sections A and B of the solicitation, during the period between the date Lead Agency issues this solicitation and the selection of Supplier, if any, Lead Agency must restrict all contact with Lead Agency and its personnel and shall direct any and all questions regarding this solicitation to the personnel identified in the solicitation Contact section below in the manner specified in such section. Contact with any of prohibited individuals after issuance of this solicitation and before selection is made may result in disqualification of the Respondent.
- F. Respondents may submit questions regarding this solicitation in writing to the contact listed in Section 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 the OpenGov Procurement Portal at <https://procurement.opengov.com/portal/pcsb/projects/219777>. Respondents may be required to affirmatively acknowledge receipt of answers in the manner specified by Lead Agency. Respondents are responsible for regularly viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this solicitation shall not be binding and shall in no way excuse a Respondent of the obligations set forth in this solicitation. For each question submitted, Prospective Contractor should reference the specific Solicitation item number to which the question refers.
- G. 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.

- H. In the event Lead Agency in its sole discretion deems negotiations are not progressing, Lead Agency may formally terminate negotiations and may enter into subsequent exclusive or concurrent negotiations with the next most-qualified Respondent.
- I. **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.
- J. 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.
- K. 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.
- L. 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.

2.3.2. SOLICITATION CONTACT

A. Key Contact:

Joe Benjamin, Director of Purchasing
301 4TH St. SW
Largo, FL 33701
(727) 588-6146
benjaminst@pcsb.org

2.3.3. REPRESENTATIONS

The Respondent hereby represents the following:

- A. It has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this proposal and any subsequent award.
- B. It shall include in the Technical Proposal a complete description of any and all relationships that might be considered a conflict of interest in doing business with Lead Agency.
- C. To the best of Respondent's knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other respondents or potential respondents in any award resulting from this solicitation.
- D. It is not currently delinquent in the payment of any franchise taxes.
- E. The individual signing the submittal (whether electronically or in paper form) is an authorized agent of the Respondent and has the authority to bind the Respondent to the Award.
- F. Where the solicitation contains a specification that states no substitutions, no deviation from this requirement shall be permitted. The Respondent shall comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the Participating Agencies. References to manufacturer's specifications ("**Specifications**") are to be considered informative to give Lead Agency information as to the general style, type, and kind requested. Lead Agency shall, in its sole discretion, determine whether proposed goods, materials, or equipment are substantially equivalent to the Specifications, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Respondents should include all documentation required to evaluate whether their proposed goods, materials, or equipment are substantially equivalent to the Specifications.
- G. Respondent shall state the brand name and number of the materials being provided. If none is indicated, it is understood that the Respondent is proposing the exact brand name and number

specified or mentioned in the solicitation. However, unless specifically stated otherwise, comparable substitutions shall be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended.

- H. 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.

2.3.4. EVALUATION PROCESS AND CRITERIA

A. Committee Review and Scoring

- A. 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.
- B. 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.
- C. 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.
- D. The Lead Agency 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 Lead Agency. If negotiations are unsuccessful or fail to produce an acceptable agreement, the District may terminate discussions and proceed to the next eligible bidder or reject all bids if determined to be in the Lead Agency's best interest. No bidder shall be permitted to modify its proposal to the prejudice of fair competition after the submission deadline.

B. Evaluation Criteria

- A. Responsiveness. Proposals will be evaluated for responsiveness to the Scope of Work (Appendix B, Section F), compliance with submission requirements, and Appendix C.
- B. 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.
- C. 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.

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

- F. 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.
 - G. Administrative Fee. Pricing provided shall include the administrative fee payable to CoreTrust.
 - H. 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.
 - I. 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.
 - J. 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.
- G. Lead Agency reserves the right to make additional investigations as it deems necessary to establish the capability of any Respondent.

2.3.5. 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.

2.3.6. 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.

2.3.7. PROTESTS

- A. Subject to the requirements set forth in Sections A and B of the solicitation, a protest may be filed by a prospective or actual Respondent alleging improprieties in the issuance of the solicitation or any other event preceding the deadline for proposal submission. The protest must be sent via email to the Director of Purchasing and prior to the proposal due date.
- B. Any potential or actual Respondent objecting to the award of a contract resulting from the issuance of this solicitation may file a protest of contract award and must be submitted no later than 12:00 PM Central on the eighth (8th) calendar day after the public announcement of contract award. The Respondent(s) who would have been awarded the contract shall be notified of the receipt of the protest.
- C. Whether for a protest of the solicitation or contract award(s), the protest must be filed in writing and must contain the following information:
 - 1. The name, address, and telephone number of the protestor;
 - 2. The name and number of the solicitation being protested;
 - 3. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 - 4. A request for a ruling by Lead Agency;
 - 5. A statement as to the form of relief requested from Lead Agency; and
 - 6. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- D. Lead Agency shall issue written decisions on all timely protests and shall notify any protestor who filed an untimely protest as to whether the protest shall be considered.
- E. An untimely protest may be considered by Lead Agency, if Lead Agency, in its sole discretion, determines that the protest raises issues significant to Lead Agency's procurement methodology. An untimely protest is one received by Lead Agency after the time periods set forth in this Section.
- F. All protests must be filed at the following location:
Pinellas County School District
Joe Benjamin, Director of Purchasing
benjaminst@pcsb.org

2.3.8. 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.

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.

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.

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.

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.

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.

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.

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."

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.

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.

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.

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.

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.

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).

2.3.9. 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 complies with applicable federal, state, or local wage laws and proportionate to the labor rates required in each Participating Agency's jurisdiction.

E. Monitoring and Adjustments

1. The Contractor is solely responsible for monitoring, tracking, and implementing changes to prevailing wage rates in all jurisdictions where services are performed under this contract. This includes

- a. Reviewing updates from labor authorities.
 - b. Subscribing to wage bulletins.
 - c. 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:
 - a. Update internal rate schedules and invoicing systems to reflect the new rates.
 - b. Notify affected Participating Agencies of the rate changes.
 - c. Maintain documentation of the rate change, including the official issuance date and source.
 - d. 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.

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.

2.4. EVALUATION

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	Cost Proposal Cost Proposals will be evaluated for responsiveness to the Scope of Work and compliance with submission requirements. Respondents shall provide a comprehensive cost proposal using the Cost Proposal Workbook provided with this solicitation. The workbook includes multiple tabs representing distinct pricing categories. All pricing shall be clearly itemized, fully burdened, and inclusive of all costs associated with providing the products and services described in the Scope of Work. Full Market Basket (Excel Attachment) The complete Market Basket contains all items submitted with this solicitation, including: • Manufacturer SKU • Item Description • Product Category • Primary Vendor • Unit of Measure • Delivered Price (to be completed by respondent) • Installed Price (to be completed by respondent) Due to the size and detail of the Market Basket, the full dataset is provided as an Excel workbook attached. <u>Vendors must complete the Excel version in full for evaluation and contract award consideration.</u> Excel Workbook Requirements • All pricing must be FOB Destination. • Installed pricing must include labor, equipment, and all related services. • All lines must be completed unless categorized as "Not Offered," which must be clearly indicated.	0-5 Points	30 (30% of Total)
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	Failure to complete the Market Basket Excel file may result in a reduced score under the Cost Proposal section.		
2.	Scope and Depth of Offerings Factors may include percentage discounts, design services offered, delivery and installation options, value added services, 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.	0-5 Points	25 (25% of Total)
3.	Delivery and Installation Services Respondents shall complete the Delivery & Installation tab to describe all associated costs for delivery, assembly, placement, and installation of furniture and related equipment. Pricing shall indicate whether rates are per unit, per project, or percentage-based, and whether services are performed in-house or through subcontracted installers. 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. 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.	0-5 Points	20 (20% of Total)

4.	Technical Proposal The Respondent shall provide the information, documentation, forms, and other materials required in the 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. This worksheet is intended for prospective Contractors to outline their relevant experience and capabilities in alignment with the solicitation's requirements. The information provided must be comprehensive and directly address all specified requirements. The information submitted should be organized with priority given to the most important and relevant experience listed first.	Pass / Fail	10 (10% of Total)
5.	Value Added Services The Value-Added Services tab provides space for Respondents to identify additional services offered at no charge or discounted rates, such as warranty enhancements, repair services, recycling programs, asset tagging, or post-installation support. These services may be considered in the overall value evaluation.	0-5 Points	10 (10% of Total)

6.	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. <u>Complete Proposal</u>. 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. <u>Value</u>. 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. <u>Maximum Price</u>. 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. <u>Indefinite Quantity</u>. This solicitation requests pricing for an indefinite quantity of Products & Services. 5. <u>Total Acquisition Cost</u>. The pricing included in the Cost Proposal must be clearly understood,	Pass / Fail	5 (5% of Total)
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	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. <u>Prevailing Wage</u>. 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. <u>Administrative Fee</u>. Pricing provided shall include the administrative fee payable to CoreTrust. 8. <u>Descriptions</u>. 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. <u>Discounts</u>. 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. <u>No Cost-Plus Pricing</u>. 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.		
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	Lead Agency reserves the right to make additional investigations as it deems necessary to establish the capability of any Respondent.		
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2.5. SECTION H - REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT

2.5.1. 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.

2.5.2. 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.

2.5.3. 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).

2.5.4. 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.

2.5.5. 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.

2.6. SECTION I - FORM OF MASTER AGREEMENT

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, Pinellas County Schools 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 School Furniture and Related Services - Best Value Request for Proposal (RFP) 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:

- A. **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.
- B. **SUPPLEMENTAL AGREEMENTS.** No separate agreement shall apply to the Products & Services ordered under this Master Agreement.
- C. **PRICING**
 - 1. 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.
 - 2. 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.
- D. **TERM; TERMINATION**
 - 1. 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: 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 2 optional one-year renewals (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.**"

2. 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.
3. 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.

- E. **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.

- F. **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.
- G. **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.
- H. **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.
- I. **MISCELLANEOUS**
1. 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.
 2. 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.

3. **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.
4. **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.

5. 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.
6. Governing Law. This Master Agreement shall be governed by and construed in accordance with the laws of the State of FLORIDA 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 PINELLAS COUNTY, FLORIDA 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.
7. 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.
8. 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:

Pinellas County School District
Attn: Purchasing Department
301 4TH St. SW
Largo, FL 33770
Attn: Purchasing Dept.

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

2.7. SECTION J - MASTER AGREEMENT ACCEPTANCE FORM

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

A COPY OF THIS FORM CAN BE FOUND WITHIN & DOWNLOADED FROM THE VENDOR RESPONSE QUESTIONNAIRE.

2.8. SECTION K - FORM OF 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 <u>Section 6(f)</u>:
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 <u>Section 6(f)</u>:
Name:	Drew Tuller	CoreTrust Purchasing Group LLC Attn: Chief Revenue Officer
Title:	Senior Director Sales, Public Sector	

Telephone:	518-538-1948	601 11th Avenue North, 7th Floor
Email:	Drew.Tuller@coretrustpg.com	Nashville, Tennessee 37203
		<u>With a copy to:</u> CoreTrust Purchasing Group LLC Attn: General Counsel 601 11th Avenue North, 7th Floor Nashville, Tennessee 37203

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

2.9. ATTACHMENT A - TERMS AND CONDITIONS

2.9.1. 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:
 1. 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.

2. 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.
 3. 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:
1. 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.
 2. 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.
 3. 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.

4. Plan. Supplier shall work with CoreTrust to develop a Plan within the first ninety (90) days of the Term.
5. 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.
6. 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.

A.

2.9.2. TERM; TERMINATION

- A. Term. The Term of this Admin Agreement 3 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.

2.9.3. 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.

2.9.4. 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.

2.9.5. 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.

2.9.6. 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.

2.9.7. 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.

2.9.8. 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.

2.9.9. 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	
	Year:		Month for this contract:	
	NOTE: For a complete list of Participating Agency ID's please check the CoreTrust Participating Agency Roster that is emailed to you by the CoreTrust. Every Participating Agency must have an ID listed with it. Please contact Customer Service at gethelp@coretrustpg.com if you need assistance.			
	DO NOT DELETE THIS ROW OR MARK IN CELL "A10" OR THE SYSTEM WILL NOT ACCEPT THE FILE.			
	Participating Agency ID (Provided by CoreTrust)	Participating Agency Name	Monthly Net Sales	Monthly Admin Fees

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

2.10. SECTION L - FORM OF MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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:

- A. **COOPERATION.** Each party shall facilitate the cooperative procurement of Products & Services.
- B. **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.
- C. **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.
- D. **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.
- E. **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.
- F. **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.
- G. **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.
- H. **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.

- I. **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.
- J. **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.
- K. **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.
- L. **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.
- M. **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.
- N. **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.
- O. **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.
- P. **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.

- Q. **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.
- R. **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.

2.11. SECTION M - LEAD PUBLIC AGENCY CERTIFICATE

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

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

LEAD AGENCY

Authorized Signature

Printed Name

Title

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

2.12. 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.

This worksheet is intended for prospective Contractors to outline their relevant experience and capabilities in alignment with the solicitation's requirements. The information provided must be comprehensive and directly

address all specified requirements. The information submitted should be organized with priority given to the most important and relevant experience listed first.

2.12.1. Contract Risk and Miscellaneous

A. Please describe your firm's approach to contract risk management.

Include how your organization identifies, assesses, and mitigates risks throughout the life of a contract, especially for public sector clients.

B. Has your company ever defaulted, failed to perform, or been terminated for cause on a government contract within the last five (5) years?

If yes, please explain the circumstances and how the issue was resolved or mitigated.

C. Describe the insurance coverage your firm maintains, including general liability, professional liability, workers' compensation, and any other relevant coverages.

Include policy limits and whether these meet or exceed the requirements typically set forth in public procurement contracts.

D. Explain how your organization ensures contract compliance across multiple clients or jurisdictions.

Include specific tools, systems, or personnel used to monitor and ensure performance, timelines, reporting, and contractual obligations.

These items can be described in your proposal and upload of these items can also be uploaded in Section 2.5.

2.12.2. Marketing

A. Provide a detailed ninety-day plan that will begin on the award date of the *Master Agreement* describing the strategy to immediately implement the *Master Agreement* as supplier's primary go-to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

1. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within the first 10 days
2. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the CoreTrust team within first 90 days

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

1. Creation and distribution of a co-branded press release to trade publications
2. Announcement, contract details and contact information published on the Supplier's website within first 90 days
3. Design, publication and distribution of co-branded marketing materials within the first 90 days

Commitment to attendance and participation with CoreTrust at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional)

These items can be described in your proposal and upload of these items can also be uploaded in Section 2.5.

2.12.3. Submission Requirement Tabs

Proposals must be tabbed as follows:

- Tab 1 Cover Letter and General Company Information
- Tab 2 Product Offerings
- Tab 3 Delivery, Installation, and Project Management
- Tab 4 Design & Layout Services
- Tab 5 E-Commerce and Technology Capabilities
- Tab 6 Sustainability & Compliance
- Tab 7 Contract Risk and Misc.
- Tab 8 Marketing
- Tab 9 Cost Proposal
- Tab 10 Value-Added Services
- Tab 11 References

All Required Forms must be fully executed and submitted with your proposal.

2.13. VENDOR PROPOSAL/TECHNICAL PROPOSAL RESPONSE

1. Proposal Submittal

*1.1. Tab 1 - Cover Letter and General Company Information**

*Response required

*1.2. Tab 2 - Product Offerings**

*Response required

*1.3. Tab 3 - Delivery and Installation**

*Response required

*1.4. Tab 4 - Design and Layout Services**

*Response required

*1.5. Tab 5 - E-Commerce and Technology Capabilities**

*Response required

1.6. Sustainability and Compliance (As Applicable)

*1.7. Tab 7 - Firm's Approach to Risk Mitigation**

Please describe your firm's approach to contract risk management.

Include how your organization identifies, assesses, and mitigates risks throughout the life of a contract, especially for public sector clients.

*Response required

*1.8. Has your company ever defaulted, failed to perform, or been terminated for cause on a government contract within the last five (5) years?**

☐ Yes

☐ No

*Response required

When equals "Yes"

*1.8.1. Please upload an explanation of the circumstances and how the issue was resolved or mitigated.**

*Response required

*1.9. Upload a description of the insurance coverage your firm maintains, including general liability, professional liability, workers' compensation, and any other relevant coverages.**

Include policy limits and whether these meet or exceed the requirements typically set forth in public procurement contracts. *Lead Agency insurance requirements are attached as ATTCHMENT C and can be uploaded here along with required narrative.

*Response required

*1.10. Upload an explanation of how your organization ensures contract compliance across multiple clients or jurisdictions.**

Include specific tools, systems, or personnel used to monitor and ensure performance, timelines, reporting, and contractual obligations.

*Response required

*1.11. Tab 8 - Upload of Vendor's Ninety-Day Plan - Immediate Implementation**

Provide a detailed ninety-day plan that will begin on the award date of the *Master Agreement* describing the strategy to immediately implement the *Master Agreement* as supplier's primary go-to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- A. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within the first 10 days
- B. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the CoreTrust team within first 90 days

*Response required

*1.12. Tab 8 - Upload of Vendor's Ninety-Day Plan - to market the Master Agreement**

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

- A. Creation and distribution of a co-branded press release to trade publications
- B. Announcement, contract details and contact information published on the Supplier's website within first 90 days
- C. Design, publication and distribution of co-branded marketing materials within the first 90 days

Commitment to attendance and participation with CoreTrust at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional)

*Response required

1.13. *Tab 9 - Cost Proposal Spreadsheet**

*Response required

1.14. *Tab 10 - Value Added Services**

*Response required

1.15. *References**

*Response required

2. REQUIRED FORMS

2.1. *Federal Contract Terms and Conditions**

Please download the below documents, complete, and upload.

- [FEDERAL CONTRACT TERMS AND ...](#)

*Response required

2.2. *Attachment 1 - New Jersey Ownership Disclosure Form**

Please download the below documents, complete, and upload.

- [ATTACHMENT 1 - OWNERSHIP DI...](#)

*Response required

2.3. *Attachment 2 - New Jersey Non-Collusion Affidavit**

Please download the below documents, complete, and upload.

- [ATTACHMENT 2 - NON-COLLUSIO...](#)

*Response required

2.4. *Attachment 3 - New Jersey Affirmative Action Affidavit**

Please download the below documents, complete, and upload.

- [ATTACHMENT 3 – AFFIRMATIVE ...](#)

*Response required

2.5. *New Jersey Mandatory Affirmative Action Language**

Please download the below documents, complete, and upload.

- [MANDATORY AFFIRMATIVE ACTIO...](#)

*Response required

2.6. *Attachment 4 - New Jersey C. 271 Political Contribution Disclosure Form**

Please download the below documents, complete, and upload.

- [ATTACHMENT 4 - C. 271 POLIT...](#)

*Response required

2.7. *Attachment 5 - New Jersey Stockholder Disclosure Certification**

Please download the below documents, complete, and upload.

- [ATTACHMENT 5 - STOCKHOLDER ...](#)

*Response required

2.8. *Attachment 6 - New Jersey Certification of Non-Involvement in Prohibited Activities in Iran**

Please download the below documents, complete, and upload.

- [ATTACHMENT 6 - CERTIFICATIO...](#)

*Response required

2.9. *Attachment 7 - New Jersey Business Registration Certificate**

Please download the below documents, complete, and upload.

- [ATTACHMENT 7 – NEW JERSEY B...](#)

*Response required

2.10. *Attachment 8 - New Jersey Certification of Non-Involvement in Prohibited Activities in Russia or Belarus**

Please download the below documents, complete, and upload.

- [ATTACHMENT 8 - CERTIFICATIO...](#)

*Response required

2.11. *Supplier Questionnaire Requirement**

Please download the below documents, complete, and upload.

- [Attachment 9 - Supplier Que...](#)

*Response required

2.12. *Other Required Information**

Please download the below documents, complete, and upload.

- [OTHER REQUIRED INFORMATION.pdf](#)

*Response required

2.13. *Prevailing Wage Requirements and Pricing Clause for Nationwide Cooperative**

Please download the below documents, complete, and upload.

- [PREVAILING WAGE REQUIREMENT...](#)

*Response required

2.14. *Master Agreement Acceptance Form**

RESPONDENTS MUST SUBMIT THE MASTER AGREEMENT ACCEPTANCE FORM COMPLETED AND SIGNED WITH THEIR RESPONSE IN ORDER TO BE CONSIDERED FOR AN AWARD.

Please download the below documents, complete, and upload.

- [MASTER AGREEMENT ACCEPTANCE...](#)

*Response required

2.15. *Pricing Proposal**

*Response required

*2.16. Please upload your Technical Proposal Response with Required Signatures**

*Response required

3. Lead Agency Required Forms

*3.1. Sworn Statement Under Florida Statutes**

Please download the document, complete, and upload fully executed document.

- [Sworn Statement Under Flori...](#)

*Response required

*3.2. Drug Free Workplace**

Please download the below documents, complete, and upload.

- [Drug Free Workplace Certifi...](#)

*Response required

*3.3. Debarment Form**

Please download the below documents, complete, and upload.

- [Debarment Form AD-1048 \(6\).pdf](#)

*Response required

*3.4. Proposer's Statement of Principle Place of Business**

Please download the below documents, complete, and upload.

- [Bidders Statement of Princi...](#)

*Response required

*3.5. Human Trafficking Form**

Please download the below documents, complete, and upload.

- [Human Trafficking Affidavit...](#)

*Response required