coretrust
PUBLIC SECTOR



NOTICE TO RESPONDENT

Best Value Solicitation

Issued by:

BANGOR SCHOOL DEPARTMENT

for

26COR-056 AV Equipment
SUBMITTAL DEADLINE: 3:00 p.m. EDT, August 20, 2026

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GENERAL CONTRACT DOCUMENTS AND INFORMATION

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

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

ORDERS OF PRECEDENCE

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

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

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

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

APPENDIX A – REQUIREMENTS

SECTION A – PARTICIPATING AGENCY REQUIREMENTS

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

SECTION B – LEAD AGENCY REQUIREMENTS

Bangor School Department ("the Department") shall have the right to reject any or all proposals, and to waive technical or immaterial non-conformities in proposals if in the best interest of the school unit, and to exercise judgment in evaluating proposals.

Terms & Conditions

1. **INVOICES AND PAYMENT**. Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents.

   All invoices must include the following:

   A. Contract number for this contract.
   B. Vendor Code number assigned when registering as a vendor with the Department or Participating Entity. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
   C. Itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the Department or Participating Entity.
   D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the Department's or Participating Entity's contract administrator.

2. **BENEFITS AND DEDUCTIONS**. If the Provider is an individual, the Provider understands and agrees that they are an independent contractor for whom no Federal or State Income Tax will be deducted by the Department or Participating Entity, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to Department or Participating Entities employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or applicable State Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the applicable State Bureau of Revenue Services, copies of which will be furnished to the Provider for their Income Tax records.
3. **INDEPENDENT CAPACITY**. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the Department or Participating Entity.
4. **DEPARTMENT'S REPRESENTATIVE**. The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail services if necessary to ensure proper execution. They shall certify to the Department when payments under the Contract are due and the amounts to be paid. They shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
5. **CHANGES IN THE WORK**. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the Department or Participating Entity. Said amendment must be effective prior to the execution of the changed work.
6. **SUB-CONTRACTORS**. The Provider may not enter into any subcontract for the work to be performed under this Contract without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

   The Provider is solely responsible for the performance of work under this Contract. The approval of the Department for the Provider to subcontract for work under this Contract shall not relieve the Provider in any way of its responsibility for performance of the work.

   All Subcontractors shall be bound by the terms and conditions set forth in this Contract. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Contract, or

which may affect the performance of duties under this Contract.

7. **SUBLETTING, ASSIGNMENT OR TRANSFER**. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.

8. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the Provider certifies as follows:

   A. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity, unless related to a bona fide occupational qualification.

      Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

   B. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, familial status, ancestry, age, physical or mental disability, sexual orientation, or gender identity.

   C. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   D. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights, etc.) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

   E. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

   F. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. **CONFLICT OF INTEREST.** The Provider warrants that no Department or Participating Entity employee has or will receive any direct or indirect pecuniary interest in or receive or be eligible to receive, directly or indirectly, any benefit that may arise from this Contract, for any employee who participated in any way in the solicitation, award or administration of this Contract according to Title 5 MRS §18-A, (2) and in harmony with Title 17 MRS §3104. Any contract made in violation of these sections is void.

   The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the

performance of this Contract, no person having any such known interests shall be employed.

10. **EMPLOYMENT AND PERSONNEL.** The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any executive employee who participated in any way in the solicitation, award or administration of this Contract according to Title 5 MRS §18-A,(2) and in harmony with Title 17 MRS §3104. Any contract made in violation of these sections is void.

11. **NON-COLLUSION.** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award of this Contract.

    And, the Provider has not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services, and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

    For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. **ACCESS TO RECORDS.** As a condition of accepting a Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

13. **TERMINATION.**

    a. For Cause. For a material breach that remains uncured for more than thirty (30) calendar days or other specified period after written notice to the Contractor, the Contract or Purchase Order may be terminated by the Department or Participating Entity respectively, where Contractor becomes unable or incapable of performing, or meeting any requirements or qualifications set forth in the Contract, or for non-performance, or upon a determination that Contractor is non-responsible. Such termination shall be upon written notice to the Contractor. In such event, the Department or Participating Entity may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

    b. For Convenience. By written notice, the Contract may be terminated at any time by the Department or Participating Entity for convenience upon sixty (60) calendar days written notice or other specified period without penalty or early termination charges due. Such termination of the Contract shall not affect the Contract or any other project or Purchase Order that has been issued under the Contract. Contractor shall use due diligence and provide any outstanding deliverables for which payment is made. If a Purchase Order

is terminated pursuant to this subdivision, the Department or Participating Entity shall remain liable for all completed and accepted deliverables accrued but unpaid charges incurred through the date of termination.

14. **GOVERNMENTAL REQUIREMENTS**. The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.

15. **STATE HELD HARMLESS**. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

16. **NOTICE OF CLAIMS**. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of duties under this Contract, and prompt notice of any claim made against the Provider by any Subcontractor which may result in litigation related in any way to this Contract or which may affect the performance of duties under this Contract.

17. **APPROVAL**. This Contract must be approved by the Department and Participating Entity before it can be considered a valid, enforceable document.

18. **INSURANCE REQUIREMENT.** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

    A. Other Provisions - Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:

        i. The Provider's insurance coverage shall be the primary and non-contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.

        ii. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

        iii. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Contract commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.

        iv. All policies should contain a revised cancellation clause allowing thirty (30) days' notice to the Department in the event of cancellation for any reason, including nonpayment.

        v. The Department will not grant the Provider, or any sub-contractor of the Provider, "Additional Insured" status and the Department will not grant any Provider a "Waiver of Subrogation".

19. **NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the Department or Participating Entity does not receive sufficient State, Federal, or other sources of funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the Department or Participating Entity does not receive legal authority to expend funds from State or Federal legislative, executive or judicial bodies, then the

Department or Participating Entity is not obligated to make payment under this Contract.

20. **SEVERABILITY.** The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

21. **FORCE MAJEURE.** The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood, pandemic or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.

22. **SET-OFF RIGHTS.** The Department shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the Department's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the Department with regard to this Contract, any other Contract with the Department, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the Department for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The Department shall exercise its set-off rights in accordance with normal Department practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the Department,

23. **ENTIRE CONTRACT**. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

24. **AMENDMENT**. No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the Department and Provider.

25. **DEBARMENT AND PERFORMANCE CERTIFICATION.** By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

26. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.

27. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:

28. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.

    i. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    ii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
    iii. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.

29. **Department PROPERTY.** The Provider shall be responsible for the proper custody, care and return of any Department or State-owned property furnished or state-funded for the Provider's use in connection with the performance of this Contract, and the Provider will reimburse the Department for its loss or damage, normal

wear and tear excepted.

30. **CYBERSECURITY AND PROHIBITED TECHNOLOGIES.** Through the execution of this contract, the Provider certifies that the aforementioned organization, its principals and any subcontractors named in this Contract:

    A. is not a foreign adversary business entity, https://www.maine.gov/oit/prohibited-technologies, Title 5 M.R.S. §2021 (3); and
    B. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services https://www.maine.gov/oit/prohibited-technologies, Title 5 M.R.S. §2030-B.

    Contracts entered into by a state agency in violation of Title 5 M.R.S. §2030-B are void. A person who executes this contract in violation of this section commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or $250,000, whichever is greater, (Title 5 M.R.S., §2030-A).

31. **CONFIDENTIALITY.**
    A. Subject to the Maine Freedom of Access Act (FOAA), Title 1 M.R.S. §400 et seq., "confidential information" means non-public information designated as protected from disclosure under state or federal law. Confidential information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be subject to the requirements herein. The term "confidential information" does not include any information or documentation that is subject to disclosure under FOAA.

    B. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Contract.

    C. In the event of a breach of this confidentiality provision, the Provider shall notify the Contract Administrator immediately.

    D. The Provider shall comply with the Maine Public Law, Title 10, Chapter 210-B (Notice of Risk to Personal Data Act).

32. **TARIFFS**. Any price increases implemented by the provider due to the imposition of tariffs shall remain in effect only for the duration that such tariffs are in place. In the event of the repeal or reduction of any applicable tariff(s), the provider shall immediately return to the original price list or make a proportional reduction in the price to reflect the decrease in tariff(s). Price adjustments under this clause shall be made in good faith and without undue delay upon confirmation via documents reflecting tariff changes.

SECTION C – FEDERAL CONTRACT TERMS AND CONDITIONS

[Attachment to Follow]

FEDERAL CONTRACT TERMS AND CONDITIONS

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

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

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

1. SUPPLIER PARTNER VIOLATION OR BREACH OF CONTRACT TERMS

Contracts for more than the simplified acquisition threshold currently set at three hundred fifty thousand dollars ($350,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where supplier partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

2. TERMINATION FOR CAUSE OR CONVENIENCE

When a participating agency expends Federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars ($10,000) resulting from this procurement process in the event of a material breach or default of the agreement by supplier partner in the event supplier partner fails to (after an opportunity to cure): (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 and any other costs permitted under the Federal Acquisition Regulation (FAR) clauses in effect at the time of the execution of this agreement. 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 consistent with the FAR.

3. EQUAL EMPLOYMENT OPPORTUNITY

Vendor shall be compliant with equal opportunity regulations in effect at the time of the execution of this agreement.

4. DAVIS-BACON ACT

When applicable, 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. The Participating Agency is responsible for denoting that the Davis-Bacon Act is applicable and designate the relevant wage determination.

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 as designated by the Participating Agency.

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

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

6. RIGHT TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

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

7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

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

8. DEBARMENT AND SUSPENSION

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

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

9. BYRD ANTI-LOBBYING AMENDMENT

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

_____ Respondent's **SIGNATURE**

10. PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using Federal funds in excess of three hundred fifty thousand dollars ($350,000), 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.

11. 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.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with the applicable domestic preference requirements including The Trade Agreements Act and Buy American Act.

13. 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.

14. 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 to the extent applicable.

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

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

SECTION D – NEW JERSEY BUSINESS COMPLIANCE

New Jersey Business Compliance – Limitation of Applicability

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

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

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

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

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

Applicability of Attachment 3 – New Jersey Only

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

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

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

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

[Attachments to Follow]

NEW JERSEY BUSINESS COMPLIANCE

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

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

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

(1) All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;

(2) Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;

(3) Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and

(4) Bid and Performance Security, as required by the applicable municipal or state statutes.

[Attachments to Follow]

ATTACHMENT 1 –OWNERSHIP DISCLOSURE FORM

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

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

Name of Individual or Business Entity	Address

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

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

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

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

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

Part IV CERTIFICATION

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

_____

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

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

State of New Jersey
County of [COUNTY]

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

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

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

Subscribed and sworn to
before me this day

_____, 20__

_____
Notary Public Signature

My Commission expires _____,
20__

(Seal)

_____
Signature

_____
Type or print name of affiant under signature

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

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

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

Required Affirmative Action Documentation:
Respondent shall submit with its proposal:

(1) Letter of Federal Affirmative Action Plan Approval

OR

(2) Certificate of Employee Information Report

OR

(3) Employee Information Report Form AA302

Public Work – Project Cost over $50,000:

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

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

_____
Authorized Signature

_____
Printed Name

_____
Title

_____
Date

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

PROCUREMENT, PROFESSIONAL, AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

_____

Signature of Respondent

ATTACHMENT 4 – C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 4 – C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 4 – C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	[TO BE COMPLETED BY RESPONDENT]		
Address:	[TO BE COMPLETED BY RESPONDENT]		
City:	[CITY]	State: [STATE]	Zip: [ZIP CODE]

The undersigned, being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

[PRINTED NAME]	[TITLE]
Signature of Vendor	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s).

ATTACHMENT 4

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

ATTACHMENT 5 – STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: [TO BE COMPLETED BY RESPONDENT]

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholders owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: _____ Name: _____

Home Address: _____ Home Address: _____

_____ _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

_____ _____

Subscribed and sworn to
before me this day

_____, 20__

_____
Affiant

_____
Type or print name of affiant under signature

_____
Notary Public Signature

My Commission expires _____, 20__

(Seal)

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

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

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

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

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

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

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

State of NJ - Department of the Treasury - Division of Revenue Business Registration Certificate

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

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

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

(Check the Appropriate Box)

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

OR

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

OR

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

_____

_____

_____

_____

_____

_____

(Attach Additional Sheets If Necessary.)

_____ _____

Company Name FEID Number

_____ _____

Signature of Authorized Agent Typed Name

_____

Date

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

SECTION E – STATE NOTICE ADDENDUM

[Attachment to Follow]

STATE NOTICE ADDENDUM

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

Nationwide:

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

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

[Remainder of page intentionally left blank.]

CITIES, TOWNS, VILLAGES, AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANZA, 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 CORVALLIS, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPT., OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT

HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLERK OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR

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

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MALHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES

OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE POINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT

PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA), UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES),UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT

PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION INCLUDING, BUT NOT LIMITED TO:

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT

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

STATE AGENCIES INCLUDING BUT NOT LIMITED TO:
ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
STATE OF UTAH
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY

APPENDIX B – BEST VALUE SOLICITATION

SECTION F – BACKGROUND & SCOPE

1. INTRODUCTION

Nationwide Cooperative Contract for AUDIO-VISUAL EQUIPMENT

Lead Agency: Bangor School Department

A. Bangor School Department, serving as the Lead Agency in partnership with CoreTrust Purchasing Group, is issuing this solicitation for audio-visual equipment 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.

B. 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.

C. 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.

D. IMPORTANT PROCUREMENT CONTEXT

This is a new procurement and is not based on a prior contract. Accordingly, no historical data is available.

At the time of this Solicitation, the following are unknown and will be determined based on the needs of the Lead Agency or Participating Agencies at time of engagement:

- The number of Participating Agencies that may utilize the resulting Contract.
- The specific scope, volume, categories, products, goods, services, solutions, deliverables, work activities, tasks, configurations, technical requirements, operational requirements, service levels, staffing requirements, labor categories, quantities, timelines, locations, materials, information, and other resources that may be provided by or required by the Lead Agency or Participating Agency under the resulting Contract.
- Any specific budget allocations, funding availability, or projected expenditures for the Lead Agency or any potential Participating Agency.

2. OVERVIEW

This best value solicitation ("**solicitation**") is published by the Bangor School Department ("**Lead Agency**") for the purpose of awarding a master cooperative purchasing agreement (the "**Master Agreement**") and creating a cooperative purchasing program for Suppliers with related products and services (the "**Program**") that shall be available to Participating Agencies (as defined below). Companies and organizations which respond to this solicitation ("**Respondents**") and are awarded a Master Agreement are referred to throughout this solicitation and supporting documentation as a "**Supplier**."

By purchasing Products & Services (as defined herein) under the Master Agreement through the Program administered by CoreTrust Purchasing Group LLC ("**CoreTrust**"), a public entity is a "**Participating Agency**" and agrees to be bound by the terms of the Master Agreement, which includes and is subject to the **Master Intergovernmental Cooperative Purchasing Agreement** attached hereto as Section L. Each Participating Agency may be required to acknowledge or certify its agreement to additional statutory terms in writing as may be required by CoreTrust and/or Lead Agency. Where any public entity pursuing benefits of the Program hereunder is previously registered with or is otherwise an existing member of CoreTrust's cooperative purchasing program, the terms of this solicitation (and all documents attached hereto)

shall control over all prior agreements with respect to such public entity's enrollment in CoreTrust's cooperative purchasing program and the benefits afforded to members thereof.

CoreTrust is a cooperative purchasing organization working together with public procurement leaders to create high quality, cooperative contracts that optimize cost savings, drive compliance and efficiency, and provide effective outcomes to public sector agencies. CoreTrust cooperative contracts also actively support local labor markets, ensuring a holistic approach to sustainable growth and impact.

By leveraging the CoreTrust suite of cooperative contracts, public agencies will gain access to contracts and discounts from leading suppliers of products and services across a wide variety of industries and benefit from a streamlined procurement process.

3. PURPOSE

A. Proposals are being sought from qualified vendors to audio-visual equipment on an as needed basis. The awarded vendor shall provide a comprehensive solution designed to support municipalities, government agencies, and political subdivisions.

B. Competitive procurement is required by governments to prevent fraud, impropriety, and other misuses and abuses. However, when a single government has satisfied these protections, governments nationally have recognized the cost of duplicative procurement processes to achieve the same result. To that end, when a Solicitation is competed by one government, the procurement process and resulting contract can be adopted by other municipalities across the nation. This allows the government's acquisition of services and the awarded Supplier's acquisition of customers to be streamlined, and the administrative costs for all entities to be reduced or eliminated. CoreTrust Public Sector Purchasing Group, as the national cooperative partner, is responsible for supporting the Solicitation and award process and to support the contract's adoption by governments nationwide.

4. TYPE OF CONTRACT

A. The anticipated starting date for any resulting contract is September 2026, except that the actual contract start date may be adjusted unilaterally by the Lead Agency for up to three (3) calendar months. By submitting a signed proposal in response to the solicitation, the Prospective Supplier represents and warrants that it will honor its proposal as being held open as irrevocable for this period.

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

5. MASTER AGREEMENT

A. Master Agreement. A response to this solicitation is an offer to establish a Master Agreement with Lead Agency. This Master Agreement defines: (i) the terms of the relationship between Lead Agency and Supplier; and (ii) the terms, conditions, and pricing of Products & Services and related capabilities offered to Participating Agencies. The form of **Master Agreement** is attached hereto as Section I. The products and services made available in this contract are defined by the contents of Supplier's Cost Proposal submission ("**Products & Services**"). Any contract with Supplier resulting from the issuance of this solicitation is subject to the terms and conditions as provided in this solicitation and Master Agreement. Many of the terms and conditions contained in the Master Agreement template are required by state and federal law; however, Respondents may propose changes to the Master Agreement by communicating any exceptions or deviations in the **Master Agreement Acceptance Form** provided in Section J of this solicitation. Any proposed changes are subject to Lead Agency review and written approval.

The Respondent must submit a signed **Master Agreement Signature Form** with the response.

6. ADMINISTRATION AGREEMENT

A. Administration Agreement. CoreTrust and Supplier shall enter into a separate Administration Agreement which defines the roles and obligations of each of CoreTrust and Supplier with respect to the marketing and selling of the Program to prospective Participating Agencies and the financial terms between CoreTrust and Supplier. The form of **Administration Agreement** is provided as Section K hereto.

7. CONTRACT AS AN ASSET IN CORPORATE CHANGES

A. The Contractor must consider this contract as an asset. If the Contractor is being acquired or undergoing a change in corporate structure, the Contractor must include CoreTrust and the lead agency in discussions prior to any change in legal status. This contract must be regarded as an asset and included in the transfer of assets plan.

8. PRODUCTS AND SERVICES

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

Product & Service Category	Product & Service Description
NIGP Codes:	
880-11	Audio Visual Equipment and Supplies
840-38	Monitors, television
840-14	Audio equipment and accessories, television (microphones, mixers, amplifiers)
840-56	Teleconference Systems, Audio/Video
840-55	Switchers, Audio/Video
883-00	Voice Response Systems
880-43	Projection screens, standard and rear-projections types
880-46	Projection stands, tables, etc.
880-61	Projectors, overhead transparency
880-85	Storage cabinets (for visual education equipment & supplies)
803-60	Public address systems, portable
785-83	Presentation systems equipment (incl. presentation boards and multi-image devices)
785-72	Lecterns, rostrums and speaker's stands, pointers, etc.
855-44	Lighting and Dimming Controls
855-46	Lighting Control Systems: Memory & Microprocessor Type
855-48	Lighting Distribution Hardware
855-50	Lighting Instruments
855-53	Lighting Systems, Complete
855-70	Sound Effects Equipment
285-27/29	Control Devices and Light Dimmers

9. SCHEDULE OF EVENTS

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

Event	Date
Issue Solicitation	July 28, 2026
Pre-Proposal Conference	August 6, 2026 @ 3PM EST
Deadline for Questions	August 11, 2026, close of business (5PM EST)
Deadline for Answers	August 13, 2026
Proposal Due Date	August 20, 2026 @ 3PM EST
Approval Date	TBD, September 2026
Contract Effective Date	TBD, September 2026

10. ON-LINE PRE-PROPOSAL CONFERENCE

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

B. **Registration:** Interested bidders should register for the pre-bid conference. To register, please register at the event link here: https://events.teams.microsoft.com/event/743e31f4-83a6-4aaa-84b0-a1ed818af890@aa442213-be0d-427e-bd90-9c4a5e7ab4c8

C. **Meeting Link:** The online pre-bid conference will be held via webinar on Microsoft Teams (Link: https://events.teams.microsoft.com/event/743e31f4-83a6-4aaa-84b0-a1ed818af890@aa442213-be0d-427e-bd90-9c4a5e7ab4c8)

D. ***Important Notes:***

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

11. INTERCHANGEABLE TERMS

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

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

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

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

- Bid
- Proposal
- Response

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

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

12. BACKGROUND

The Lead Agency, Bangor School Department ("Bangor"), in collaboration with CoreTrust, seeks proposals from qualified Proposers for Audio-Visual Equipment at a national cooperative level.

13. SCOPE OF WORK

13.1 Supplier Qualifications and Lot Categories

The Lead Agency, in collaboration with CoreTrust, seeks proposals from qualified Respondents for Audio-Visual Equipment and Services at a national cooperative level. The selected awardee shall provide products and services in scope available to all Participating Entities (including the Lead Agency).

Purchasing Participating Entities will have the ability to purchase from a manufacturer/brand-agnostic catalog of audio and video equipment and related supplies from a qualified Distributor.

Audio-Visual Equipment shall be defined as: a collection of devices and technologies that are used to transmit both audio (sound) and visual (video or image) components.

The resulting contract is for commodities/materials only.
However, Proposers may include proposed additional services such as equipment set-up. These will not be scored.

A qualified Supplier will meet the following:

- The proposing Supplier will have at least five (5) years experience as an AV equipment distributor AND must have a manufacturer-agnostic product line, carrying multiple manufacturers/brands in their catalog.
- The proposing Supplier agrees that they are familiar with and have significant work experience in AV equipment distribution.
- The proposing Supplier will confirm authorization/accreditation to provide products.
- The proposing Supplier will provide a comprehensive catalog spanning all Lot Categories (detailed below).

The resulting Contract from this Solicitation is intended to allow Participating Entities to:

- Get exactly what they want and source it through the resulting Contract Supplier;
- Know generally what they need but receive support from the resulting Contract Supplier in selecting the right products and services to meet their procurement needs;
- Obtain products and services from a broad, comprehensive catalog offering multiple manufacturers/brands, subject to the resulting Contract discounts.

Lot Categories:

Lot 1 - Audio Equipment
Devices designed to capture, process, amplify or broadcast sound.

Microphones; mixers; amplifiers; processors; enhancers; speakers (including portable speakers and loudspeakers); Public Address (PA) systems; intercoms and paging systems; stereo receivers/equalizers; radio receivers; wireless microphone systems; sound masking; audio recorder and/or playback devices. Theatre AV equipment.

Lot 2 – Video Capture and Production
Equipment designed to record, switch and/or stream live visuals.
Cameras (and lenses); camcorders; video switchers; presentation switchers; recording & streaming devices; video editing systems; teleprompters; video conferencing solutions

Lot 3 – Display Equipment
Hardware designed to visually present data, presentations or video to an audience.
Projectors (including portable projectors); screens; monitors; TVs (LCD/LED/OLED); video walls; interactive whiteboards; virtual or augmented reality devices

Lot 4 – Control Systems
Centralized hubs that allow users to operate and automate various hardware in a room.
Touch panels; button panels; virtual panels; keypads; control processors; automation processors

Lot 5 – Software
Software purchases are only allowable against this resulting Contract if a software component is necessary to operate equipment properly. The awarded Supplier must include a copy of any software licensing agreement or related licensing agreement for any product with any quote or invoice requested by a Participating Entity.

Lot 6 – Infrastructure, Connectivity and Peripherals
The physical and wireless infrastructure that ensures signals travel cleanly between devices. Peripherals and related accessories.
Cables; adapters; jacks; control desks; tilt/mount hardware; lighting (including theatre lighting); routers; chargers; batteries; power distribution; equipment cases; racks; mobile carts; wall plates; memory cards; podiums; lecterns; patch panels; connection compartments; rigging and other hardware.

Examples of In-Scope Use Cases:
TVs for school rooms; auditorium sound systems; PA systems; projectors; video cameras; college/HS TV station equipment. Displays and tilt mounts. Mixing consoles and controllers. Power amplifiers. Recording equipment. Interactive teleconferencing boards. Pro-video and photography lighting. Theatre sound and lighting.

Out of Scope Examples:
Standard laptops and desktops; drones; stadium scoreboards; structural building lighting; security cameras

Authorization to Sell Product Under the Resulting Contract:
Qualified Bidders must be authorized by Manufacturers to sell and distribute any Product sold against the resulting Contract. Please review and complete the Authorization Attestation Form at the end of Section N – Technical Proposal. Failure to complete this form will result in disqualification. Bidders unauthorized by Manufacturers to sell Product are not qualified.

13.2 Delivery and Acceptance

Delivery must be made within the time frame(s) and to the location(s) mutually agreed-upon between the Participating Entity and the awarded Supplier.

In the event of a delay, the awarded Supplier must obtain an extension in writing from the Participating Entity. If CoreTrust becomes aware of multiple incidents of delivery delays, CoreTrust reserves the right to enforce any of the remedies available under the Contract, including termination of the Contract in whole or in part, and award another Contractor as per the Replacement Contractor terms.

All containers and packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Supplier is responsible for confirming that packing is sufficient to ensure that all the materials arrive at the correct destination in an undamaged condition, ready for their intended use. All containers shall be clearly identified with the order

number with packing lists affixed to each carton, identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc.).

Authenticity of Products/Guarantee: The awarded Supplier unconditionally guarantees the materials and workmanship on all Products offered on the resulting Contract. If, within the guarantee period any defects occur due to a faulty product, the awarded Supplier at its expense, shall repair or adjust the condition, or replace the product to the complete satisfaction of the Participating Entity.

The awarded Supplier agrees to bear the risk of loss, injury, or destruction of the Products, prior to delivery to the Participating Entity.

Delivery shall be made in accordance with instructions on the Purchase Order from each Participating Entity. It shall be presumed by the parties that the awarded Supplier received the Purchase Order on the third business day following the date of the Purchase Order, unless the awarded Supplier provides credible evidence that the order was received on a later date. If there is a discrepancy with the Purchase Order, it is the awarded Supplier's obligation to seek clarification from the ordering Participating Entity.

The Products delivered under the resulting Contract shall remain the property of the Supplier until the Participating Entity physically inspects and accepts the Products. It is the responsibility of the Participating Entity to inspect all materials, supplies and equipment upon delivery to ensure compliance with the contract requirements and specifications.

After Participating Entity inspection, the Participating Entity and awarded Supplier shall sign a receipt certifying delivery. Responsibility for damage to Products shall pass from awarded Supplier to the Participating Entity upon completion of delivery to the Participating Entity.

13.3 Maintenance and Repair

Awarded Supplier shall supply complete instruction and operation manuals with the purchase of all equipment.

Suppliers may provide additional and extended warranty options in their Section O – Cost Proposal [Excel].

13.4 Acknowledgements

Suppliers please provide written acknowledgement of understanding and affirm capability to meet App B, Sec F in its entirety.

Suppliers please provide written acknowledgement in writing with their solicitation response if it: (1) utilized GenAI to complete all or a portion of their solicitation response; (2) intends to utilize GenAI in a way that materially impacts resulting Contract performance.

13.5 Discounted Pricing Requirements – Section O – Cost Proposal Workbook

Responding Suppliers must provide pricing in such a way that captures the total cost of acquisition, including any applicable fees. The goal is to provide clear, transparent pricing for Participating Entities interested in using the resulting Contract.

Responding Suppliers must complete 056 Section O – Cost Proposal Workbook [EXCEL].

Offerors shall provide a transparent pricing structure based on a discount from a verifiable price list, a fixed price, or a combination of both with indefinite quantities. Pricing must be structured to allow easy verification, with clear documentation on how discounts are applied to different products and/or product categories. Any exceptions to the discounts proposed must be clearly identified. Additional pricing and/or discounts may be included and are strongly encouraged.

The pricing terms and conditions offered to Lead Agency under this Agreement, in the aggregate, are as favorable as those offered by the Vendor to any of its similarly situated cooperatives serving the public sector. The pricing offered hereunder will be based on several factors, including, but not limited to, overall product mix, purchase volume, and service level

requirements. Pricing for Participants may be customized based on numerous factors, but the Vendor cannot guarantee that any one individual Participant's pricing will be as favorable as any other individual Participant's pricing.

The Lead Agency reserves the right to reject product from the pricelist that is determined, at their sole discretion, to have an unreasonably high NTE price. Such determination shall be based on available industry pricing guide(s) and comparison with pricing offered by competitors in the same geographic area.

Proposed prices are Not-To-Exceed (NTE) pricing.

Prices must be in U.S. dollars not exceeding two decimal places. (e.g. $100.50)

Discount percentages must not exceed two decimal places. (e.g. 10.15%)

Discount percentages shall never be decreased throughout the term of the resulting Contract, although the awarded Supplier may offer better discounts or more advantageous pricing to Participating Entities at any time.

All pricing shall be provided based on a national scope for any and all government agencies within the United States.

The awarded Supplier's Section O – Cost Proposal Workbook shall become the Contract Price List.

Quote for Bangor Schools. The Quote for Bangor Schools shall become part of the financial evaluation. Proposers must quote against their proposed price list and discounts for the national cooperative, as Bangor Schools is acting as the Lead Agency and the first Participating Entity.

If an Original Equipment Manufacturer (OEM) product is specified in the Quote, the Proposer MUST provide pricing for that manufacturer's product and/or equivalent OEM product specified. DO NOT submit a generic equivalent, reconditioned, or reloaded item unless the item SKU specifically describes an item that may fall into one of those categories. In the event that the reference SKU reflects a generic equivalent, reconditioned, or reloaded item, then the Proposer may submit their own generic item for consideration. Generic items will also be identified on the Proposed Pricing Pages tab of Section O – Cost Proposal Workbook or identified in a catalog shared by the Proposer. It should be noted that the successful awarded proposer will be able to market generic, reconditioned, reloaded items that proposer considers to be equal to the listed SKU's to agencies after contract award.

If during the Contract term the Lead Agency or CoreTrust becomes aware that the awarded Supplier is selling substantially the same or a smaller quantity of a Product outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, after consultation with the awarded Supplier, may be reduced to a lower price on a prospective basis at the discretion of the Lead Agency or CoreTrust. Lead Agency and CoreTrust reserve the right to request information to verify pricing for the purposes of this clause.

13.5.1 Alternatives to Proposed Price List Tab of Section O – Cost Proposal Workbook

If completing the PROPOSED PRICE LIST TAB found in Section O – Cost Proposal Workbook is too administratively burdensome (that is, there are thousands of items and variations), proposing Supplier can either provide a temporary guest login to their catalog for the evaluation committee's review or share product catalogs (searchable PDF, Excel, etc) with complete product information - Product/Service SKUs, Product/Service Names, Product/Service Descriptions, Product Specifications, Manufacturer Suggested Retail Prices or List Prices.

Proposing Suppliers must still complete all other tabs in Section O – Cost Proposal Workbook (EXCEL).

13.6 National Cooperative General Insurance Requirements

During the Contract Term and for two (2) years following expiration or termination of the Master Agreement, the awarded Proposer at its own expense shall maintain, and shall require its agents, subcontractors, and suppliers engaged in awarded Proposer's performance of its duties hereunder to maintain, general liability insurance, property insurance, and automobile

insurance 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, the awarded Proposer's provision of Products & Services to Participating Entities. The Lead Agency, CoreTrust, and their respective officers, directors, employees, and agents shall be named as certificate holders on the awarded Proposer'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. The awarded Proposer shall submit to CoreTrust within ten (10) calendar days after the Effective Date, and prior to furnishing Products & Services to any Participating Entities, 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.

The awarded Proposer shall provide proof of insurance, duly described by an insurance carrier, in the following amounts. All insurers shall be rated "A-," Class "VII" or better by A.M. Best Company or a comparable rating service:

Commercial General Liability (CGL) $1,000,000 (each occurrence); $5,000,000 (aggregate);
Umbrella $5,000,000;
Commercial Automobile Liability (Auto) $1,000,000 per accident; and
Workers' Compensation and Disability, set by state statutes and mandatory in most states.

13.7 Contract Price List Updates

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

A. Annual/Renewal Price Adjustments:
The awarded Supplier will notify CoreTrust, on behalf of the Lead Agency, 30 days in advance of any requested annual price changes prior to the one (1) year anniversary of the effective date of the resulting Contract, annually thereafter, and prior to Contract renewals.

The awarded Supplier shall submit a formal request, in writing, to CoreTrust, on behalf of the Lead Agency, at least 30 days in advance with supporting documentation such as:

- Industry cost indices (e.g., Bureau of Labor Statistics, Producer Price Index)
- Assurance that discounts as bid and awarded remain unchanged

CoreTrust, on behalf of the Lead Agency, will entertain requests for escalation in accordance with the current industry cost indices at the time of the request or up to a maximum 5% increase over the current pricing, whichever is lower.

CoreTrust, on behalf of the Lead Agency, reserves the right to accept or reject the request for a price increase and will do so in writing. If the price increase is approved, the price increase is effective upon written approval and will remain firm for one (1) year.

If a price increase is requested following contract renewal and it has been longer than one (1) year since the last increase, CoreTrust, on behalf of the Lead Agency, may entertain a request for escalation if it is in the Contract's best interest. If the price increase is approved, the price increase is effective upon written approval and will remain firm for one (1) year, at CoreTrust's sole discretion.

B. Right of Review and Audit:

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

C. Types of Updates Permitted:

•Permanent Pricing Escalation/De-escalation (Annual/Renewal:

The awarded Supplier must provide supporting documentation such as industry cost indices (e.g., BLS Producer Price Index), raw material cost data, and any other supporting documentation requested to support the justification of changes. The percentage discount from the Contract Price List must remain unchanged.

•Temporary Pricing Escalation/De-escalation:
The Lead Agency recognizes that at certain times during the term of the resulting Contract, pricing in some industries may become volatile due to various changes not limited to changes in economic conditions such as product shortages, raw material shortages, labor stoppages, tariffs, government regulation, foreign interference or other changes which create volatile market pricing.

The awarded Supplier shall be responsible to provide adequate notice to Lead Agency of such situations.
It is desired that such pricing remain fixed and firm through the resulting Contract and only amended during annual/Contract renewal price adjustments; however, in the event of extreme changes in market conditions, the awarded Supplier shall advise Lead Agency as soon as feasibly possible regarding the circumstances surrounding such extreme market condition changes. The Lead Agency reserves the right to accept or reject such requests based on their merit. The awarded Supplier must provide a justification for the temporary price change, provide assurance that discounts as-bid and awarded remain firm, and detail for how long the temporary adjustment will remain in effect. Such pricing changes must be approved by the Lead Agency prior to implementation.

The awarded Supplier shall submit formal requests, in writing, for temporary pricing escalation or de-escalations for extenuating circumstances at least 30 day in advance to CoreTrust, on behalf of the Lead Agency.

•Addition of Products/Services: The awarded Supplier must provide manufacturer name, SKU/part numbers, description, UOM, list price, contract NTE list price, and discount percentage off the NTE list price. All specifications and requirements of this Solicitation will apply to anything additionally added during the resulting Contract term.

•Removal of Products/Services: The awarded Supplier must provide a list of items removed, including SKU/part numbers, descriptions, and contract pricing. If the removal is due to EOL status, the awarded Supplier must follow the EOL notice requirements in this Solicitation.

D. Lead Agency and Participating Agency Feedback:

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

13.8 Customer Service, Billing and Invoicing

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

A. Provide local customer support via phone, email, and live chat. The local customer service/support must, at a minimum, be accessible to Participating Entities across all CONUS time zones during normal business hours;
B. Designate a single point of contact (Account Manager) for issue resolution;
C. Assign a dedicated representative for the resulting Contract and dedicated representatives to Participating Entities;
D. Describe average and guaranteed turnaround times for standard requests and urgent requests; and
E. Implement a customer satisfaction tracking system with performance metrics (e.g., response time, issue resolution rate, Net Promoter Score).
F. Be available for contract performance meetings with Participating Entities, the rate of which is to be determined and negotiated on a Participating Entity-basis and adopted in their respective Appendix A.
Service provided by the Respondent, including past customer service history, services available, reduced paperwork, easily understood invoicing, and quick turnaround time for orders as well as inquiries will be a factor in the determination of the successful respondent to this request.

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

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

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

Invoicing to Participating Entities should include the following:

- Awarded Supplier Name
- Awarded Supplier Billing Address
- Awarded Supplier Federal ID Number
- Contract Name
- Name of Participating Entity
- Name of Participating Entity Billing Contact
- Order Date
- Invoice Date
- Invoice Number
- Product SKU/Vendor Number
- Product Name
- Product List Price
- Product Contract Price
- Quantity
- UOM (Unit of Measure)
- Invoice Amount

13.9 Online Orders/E-Commerce:

If the successful Respondent provides a fully integrated online ordering system, it should ensure:

A. Secure electronic catalog functionality with real-time pricing and inventory updates;
B. Compliance with PCI DSS for secure payment processing;
C. SOCII certification (System and Organization Controls 2) or equivalent for system security;
D. Multi-tier approval workflows tailored for agency needs;
E. Full integration capabilities with e-procurement platforms (e.g., Coupa, SAP Ariba, PeopleSoft, etc.)
F. Disability accessibility.

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

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

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

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

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

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

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

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

For Suppliers with websites supporting direct ordering only:

Supplier's website shall ensure:

A. Secure electronic catalog functionality with real-time pricing and inventory updates;
B. Compliance with PCI DSS for secure payment processing;
C. SOCII certification or equivalent for system security;
D. Supplier must show evidence of a high level of data and access control, including at a minimum PCI compliance for credit card transactions and SOC II compliance or equal for technology systems. The successful Respondent shall provide appropriate data security to safeguard orders placed online. See Data Protections and Data Breach in Section F. Qualified Bidders shall provide a copy of their cyber security plan and protocols to protect Lead Agency and future Participating Entity information (e.g. Personally Identifiable Information (PII), SOC 2, ISO 27001, ISO 27108, etc.).
E. Supplier shall detail how they ensure Participating Entities receive all appropriate and correct pricing for, based on the respondent's consortium pricing. In the event an error in pricing is discovered in favor of the user, the successful contractor shall provide a refund and/or credit memo to be issued within ten (10) days after the discovery of the discrepancy.
F. Supplier to detail acceptance of procurement cards (p-cards) and Electronic Funds Transfer (EFT) from Participating Entities.

13.10 Data Protections and Data Breach

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

Location of Data; CONUS or OCONUS

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

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

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

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

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

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

Notwithstanding the foregoing, all services covered under warranties and value-added services must be performed within CONUS and may not be authorized to be performed from OCONUS.

Data Breach – Required Contractor Actions

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

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

- Notify the Participating Entity's representative by telephone as soon as possible from the time the Contractor confirms Data Breach. The Participating Entity may specify a maximum notification time in its Contract.
- Consult with and receive authorization from the Participating Entity's representative as to the content of any notice to affected parties prior to notifying any affected parties to whom notice of the Data Breach is required, either by statute or by the Participating Entity.
- Coordinate all communication regarding the Data Breach with the Participating Entity's representative (including possible communications with third parties).
- Cooperate with the Participating Entity, its IT or cybersecurity representatives, and/or any Contractor working on behalf of the Participating Entity or its IT in attempting a) to determine the scope and cause of the breach and b) to prevent the future recurrence of such security breaches.
- Promptly take commercially reasonable steps to mitigate the effects and minimize any damage resulting from the Security Event. Contractor shall provide Written notice to the Participating Entity as to all such corrective actions taken by the Contractor to remedy the Data Breach.

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

Cyber Security Plan & Protocols

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

Cloud-Specific Data Protections

Contractor is responsible for providing physical and logical security for all Data, infrastructure (e.g. hardware, networking components, physical devices), and software related to the services the Contractor is providing under the resulting Contract.

All Data security provisions agreed to by a Participating Entity and Contractor within the resulting Contract may not be diminished for the duration of the Contract without prior written agreement by the parties amending the Contract.

Data Ownership

The Participating Entity shall own all right, title and interest in Data.

Participating Entity Access to Data:

The Participating Entity shall have access to its Data at all times, through the term of the Contract, plus the applicable period as specified in section heading, Expiration, Termination or Suspension of Services.
The Participating Entity shall have the ability to import or export Data in piecemeal or in its entirety at its discretion at no charge to the Participating Entity. This includes the ability for the Participating Entity to import or export Data to/from other Contractors. This can, if specified within the Participating Entity's Contract, be carried out by providing application programmable interface or other such efficient electronic tools.

Contractor Access to Data:
The Contractor shall not copy or transfer Data unless authorized by the Participating Entity. In such an event, the Data shall be copied and/or transferred in accordance with the provisions of this Section. Contractor shall not access any Data for any purpose other than fulfilling the service. Contractor is prohibited from Data Mining, cross tabulating, monitoring Participating Entity's Data usage and/or access, or performing any other Data analytics other than those agreed to within the Participating Entity's Contract. At time prior to the Participating Entity's adoption of the Contract, a Contractor shall identify its monitoring practices for the Participating Entity's written acceptance, which includes but is not limited to those that will monitor the Participating Entity's usage to facilitate system maintenance, service, fixes, and other such solution functionality-based services. Unless otherwise agreed to in a Participating Entity's Contract, at no time shall any Data or processes (e.g. workflow, applications, etc.), which either are owned or used by the Participating Entity, be copied, disclosed, or retained by the Contractor or any party related to the Contractor. Contractors are allowed to perform industry standard back-ups of Data. Documentation of back-ups must be provided to the Participating Entity upon request. Contractor must comply with any and all security requirements within the Participating Entity's Contract.

Transferring of Data

General

Except as required for reliability, performance, security, or availability of the services, the Contractor will not transfer Data unless directed to do so in writing by the Participating Entity, or by system selection. All Data shall remain in CONUS, unless expressly authorized by the Participating Entity in writing or by system selection. At the request of the Participating Entity, the Contractor will provide the services required to transfer Data from existing Databases to physical storage devices, to facilitate movement of large volumes of Data. The Participating Entity may require several Cloud providers to share or transfer Data for a period of time. This will be provided for in the Participating Entity's Contract or shall be assumed to be limited to a six-month duration.

Transfer of Data at End of Contract

At the end of the Participating Entity's Contract, Contractor may be required to facilitate transfer of Data to a new Contractor. This transfer must be carried out as specified by the Participating Entity in their Contract.

Transfer of Data: Charges

Contractor cannot charge for the transfer of Data unless the charges are provided for in response to the initial Solicitation or agreed upon in writing in a Participating Entity's Contract.

Transfer of Data; Contract Breach or Termination

In the case of Contract breach or termination for cause of the Contract, all expenses of transfer of Data shall be the responsibility of the Contractor.

Transfer Format

Transfers may include, but are not limited to, conversion of all Data into or from an industry standard format or providing application programmable interface.

Encryption

Data must be encrypted at all times unless specifically outlined otherwise in the Participating Entity's Contract.

A Participating Entity and Contractor must agree in writing before entering into a Contract whether encryption is to be done by the Contractor or by the Participating Entity.

At a minimum, encryption must be carried out in accordance with the most current NIST FIPS-140 standard, with key access restricted to the Participating Entity only, unless with the express written permission of the Participating Entity.

The Participating Entity's Contract shall specify the respective responsibilities of the Participating Entity and the Contractor for the encryption of Data.

Expiration, Termination or Suspension of Services
Return of Data

The Contractor shall return Data in a format agreed upon within the Participating Entity's Contract or as agreed to with the Participating Entity in writing. This can, if specified within the Participating Entity's Contract, be carried out by providing an application programmable interface or other such efficient electronic tools. The Contractor must certify that all Data has been removed from its system and removed from backups within timeframes established in the Participating Entity's Contract or as agreed to with the Participating Entity.

Suspension of Services

During any period of suspension of service, the Participating Entity shall have full access to all Data at no charge. This can, if specified within the Participating Entity's Contract, be carried out by providing an application programmable interface or other such efficient electronic tools. The Contractor shall not take any action to erase and/or withhold any Participating Entity Data, except as directed by the Participating Entity.

Expiration or Termination of Services

Upon expiration or termination of a Participating Entity's Contract, the Participating Entity shall have full access to all Data for a period of 60 calendar days. Unless noted in the original Participating Entity's Contract, this period will be covered at no charge. This can, if specified within the Participating Entity's Contract, be carried out by providing application programmable interface or other such efficient electronic tools. During this period, the Contractor shall not take any action to erase and/or withhold any Data, except as directed by the Participating Entity. A Participating Entity shall have the right to specify a period in excess of 60 calendar days in its Contract.

13.11 Reporting Capabilities and Third-Party Audits

The successful Respondent shall provide a listing of standard reports available should be provided with the proposal response.

The Contractor shall obtain a third-party firm at no additional cost to Lead Agency to conduct external price audits on this contract. The Contractor shall contract with a third-party firm (to be approved by Lead Agency) to conduct a quarterly random sampling (e.g. 500 items per quarter) of contract items to confirm the accuracy of contract price or percentage discount and final sell price. Specifically, the third-party firm will confirm the prices displayed on the Contractor's website are equal to or

less than the contract terms. The third-party firm shall provide a quarterly report to Lead Agency indicating a Price Accuracy Percentage Rate.

13.12 Contract Risk & Misc.

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 set forth in the solicitation requirements in Section B and Section F.

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.

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

i. Tariff impact analysis, including pricing strategies for tariff adjustments;
ii. Information regarding supply chain diversity, detailing multiple sourcing options to prevent disruptions;
iii. Information regarding business continuity planning, including contingency measures for shortages, natural or technological disasters, or global supply chain issues;

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

13.13 Sustainability Programs

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

A. A program to encourage the participation of Minority owned businesses, Women's business enterprises, veteran-owned businesses, firms in labor surplus areas and other Disadvantaged Businesses. Such programs shall encourage the use of such businesses as both product suppliers to the successful Contractor as well as Tier One suppliers who serve to contract directly with using agencies, such as firms engaged in the direct delivery of products utilizing the terms and pricing of this Agreement.

B. An environmental program providing that agencies may purchase environmentally sustainable "green" products from the successful Contractor in order to encourage the use of environmentally friendly products by using agencies.

C. A tracking and reporting mechanism for monitoring "green" spend and sustainability procurement.

14. CORETRUST IMPLEMENTATION AND GO-TO-MARKET PLAN

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

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

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

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

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

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

C Sales and Account Management

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

D Reporting and Program Management

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

15. CONTRACTOR RESPONSIBILITY FOR SUBCONTRACTORS

A. Respondents should disclose all Authorized Subcontractors, Resellers, or other business partners who will be utilized to fulfill obligations under the resulting Contract. A designated form is provided in Appendix C for this purpose and should be used when submitting the required information.

B. The awarded Contractor shall remain fully responsible for the performance of the Contract, regardless of the use of Subcontractors. The acts and omissions of any Subcontractor, including its officers, agents, and employees, shall be deemed the acts and omissions of the Contractor to the extent of the subcontract. Any product or service provided by a Subcontractor shall be treated as having been provided by the Contractor.

C. The Contractor shall ensure that each Subcontractor is informed of and agrees to comply with all applicable provisions of the Contract. The Contractor must require that all terms and conditions of the Contract flow down to each Subcontractor.

D. Failure to disclose the identity of a Subcontractor or to obtain required approvals for additions or changes to Subcontractors may, at the sole discretion of CoreTrust or a Participating Agency, result in disqualification of the Subcontractor, suspension of work, or termination of the Contract for cause if not promptly cured.

E. The Contractor shall pay all Subcontractors in accordance with their agreements and, upon request, provide satisfactory evidence of such payment to CoreTrust or the Participating Agency.

16. TITLE AND RISK OF LOSS

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

17. PRODUCT AND SERVICE CONTINUITY & SUPPORT

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

A. Current Products and Services

1. All products and services offered in response to this Solicitation must be currently available and in active production or delivery. Products must be models or types actively used in a customer environment and capable of meeting or exceeding all specifications and requirements of this Solicitation. Services must be actively offered to paying customers and fully capable of meeting the performance standards and requirements described herein.
2. If a product is discontinued or a service offering is retired during the term of the resulting Contract, the Supplier must provide an equivalent or better product or service at the same or lower net price and subject to the same or better discount structure as originally bid.
3. Newer versions of products or updated service offerings released during the term of the resulting Contract may be added, provided they are offered at the same or better percentage discount and meet or exceed all requirements of the Contract.

B. Product Recalls and Safety Notices

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

C. Defective Products and Services

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

3. For services: the Supplier shall promptly re-perform or otherwise remedy defective services at no additional cost, within a reasonable period agreed to by the Participating Agency, to ensure full compliance with Contract requirements.

D. End-Of-Life (EOL) Products and Services

1. The Supplier shall provide written notice to the CoreTrust Point of Contact and the Lead Agency at least sixty (60) calendar days prior to discontinuing any product or service offered under the resulting Contract or designating it as End-of-Life (EOL).
2. The Supplier shall replace any EOL product or service with an equivalent or better solution that meets or exceeds the specifications, functionality, and performance of the discontinued item or service. All replacements must be offered at the same or better percentage discount as originally awarded.
3. When a service offering or software solution has been phased out, discontinued, or ended, the Supplier shall work with Participating Agencies to ensure a smooth transition to a successor offering at no additional cost, minimizing disruption to agency operations. Replacement products and services are subject to Lead Agency and CoreTrust approval prior to being added to the contract.

E. Return Policy

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

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

F. Warranties

- **Disclosure:** Suppliers must disclose all manufacturer and service warranties, including coverage terms and durations, in their proposal submission.
- **Product Coverage:** Defective products covered under warranty must be replaced with new products at no additional cost, including shipping, handling, and labor.
- **Service Coverage:** Services must be performed in a professional, workmanlike manner consistent with industry standards. Deficient services must be re-performed at no additional cost.
- **Extended Warranties:** Extended or optional warranties must be offered to Participating Agencies at the same or better discount as awarded.

18. MINIMUM ORDERING QUANTITIES & SUSTAINABILITY FEE

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

19. PARTICIPATING AGENCY-SPECIFIC TERMS

A. Participating Agencies may, at their sole discretion, negotiate additional terms and conditions with the Supplier, provided that such terms do not conflict with the Master Agreement and are more favorable to the Participating

Agency. No alternative terms shall be binding unless mutually agreed in writing by the Participating Agency and the Supplier.

20. SURVIVAL CLAUSE

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

21. UNBALANCED PROPOSALS

A. The Lead Agency expects balanced submissions with sustainable pricing, not artificially low “moment-in-time” pricing. If the Lead Agency questions the viability of pricing that appears significantly below market value or otherwise unbalanced, it reserves the right to require an eighteen (18) month look-back at web and/or list pricing to validate market appropriateness. Price lists determined to be unbalanced may be rejected or excluded from evaluation.

B. To ensure long-term contract viability, the Supplier must commit to maintaining at least ninety-five percent (95%) of its proposed catalog available for ordering by Participating Agencies for the full term of the Contract. If catalog availability falls below this threshold without evidence of significant market disruption, the Supplier will be required to provide documentation justifying the reduction. Failure to do so may result in remedies up to and including a $500 penalty per instance and/or termination for cause.

22. ADDITIONAL OR ALTERNATIVE TERMS AND CONDITIONS IN A PARTICIPATING ENTITY’S CONTRACT, INCLUDING LEAD AGENCY

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

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

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

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

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

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

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

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

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

23. REPLACEMENT CONTRACTOR

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

24. GENERATIVE AI

“Generative AI (GenAI)” means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. Examples of GenAI include ChatGPT and Gemini.

Supplier shall notify Lead Agency solicitation contact(s) in writing with their solicitation response if it: (1) utilized GenAI to complete all or a portion of their solicitation response; (2) intends to utilize GenAI in a way that materially impacts resulting Contract performance.

Supplier solicitation responses must be verified for accuracy and reliability by humans prior to submission. Suppliers are responsible for producing reliable and accurate solicitation responses without misrepresented or fabricated information or data. Suppliers are responsible for reading and understanding the solicitation.

The Lead Agency, at its sole discretion, may consider Supplier’s failure to disclose or discontinue use of GenAI as described above to constitute a material breach of terms. Protecting the integrity of the procurement process is of utmost importance. The Lead Agency reserves the right to reject proposals created using AI, without clarification, if they appear unbalanced or contain contradictory or confusing information. The Lead Agency is entitled to seek any and all remedies available to it under law as a result of such breach.

25. ATTACHMENTS

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

Section N – Technical Proposal:	056 Section N – Technical Proposal [WORD]
Section O – Cost Proposal Workbook:	056 Section O – Cost Proposal Workbook [EXCEL]

SECTION G – SUBMISSION PROTOCOL; EVALUATION; AWARD

1. PROPOSAL SUBMISSION

A. All Respondents must complete and submit a proposal consisting of all required forms and attachments referenced in this solicitation. Respondent's complete proposal must be submitted no later than the submission deadline date specified on the cover page of this solicitation. Proposals must be prepared and submitted in accordance with the instructions found in this Section G.

B. **Electronic Proposal Submission.**
Only download the official and current RFP and attachments from
https://www.bangorschools.net/o/bsd/page/bids

No proposals shall be opened before the bid opening date and time. A public opening is not required.

All proposals must follow the prescribed naming convention:

26COR056-"SUPPLIER NAME"-"DOCUMENT"

Examples:

26COR056-COMPANYA-SECTION N

26COR056-COMPANYA-SECTION N (Supplemental)

26COR056-COMPANYA-SECTION O

26COR056-COMPANYA-SECTION C

26COR056-COMPANYA-SECTION D (1-8)

26COR056-COMPANYA-SECTION G-OTHER

26COR056-COMPANYA-INSURANCE-COI

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 https://www.bangorschools.net/o/bsd/page/bidsRespondents 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. SOLICITATION CONTACT

A. Key Contact.

Josh Young
jyoung@bangorschools.net
207-992-5528 x22886

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.

4. EVALUATION PROCESS AND CRITERIA

A. Committee Review and Scoring

1. **Evaluation and Awards**. Proposals are to be evaluated based on criteria appropriate for the project in question, and the contract will be awarded to the vendor whom the Superintendent and/or Bangor School Committee deem best able to meet the requirements of the school unit.

2. 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.

3. 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.

4. 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.

5. CoreTrust and the lead agency reserve the right to allow suppliers to provide supplemental documents and clarifications, not-withstanding other language in the solicitation.

6. 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 Lead Agency 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**

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

2. Responsibility. Factors may include company background, relevant experience in both public and private sectors, with an emphasis on demonstrated performance in the public sector, as well as financial stability, distribution capabilities, and the ability to meet sustainability and inclusion objectives, as applicable.

3. Past Performance. Performance on previously awarded contracts for public- and private-sector clients will be considered. Relevant factors may include administrative compliance, cooperative conduct, customer satisfaction, and overall professionalism.

4. Debarment Status. Any Supplier listed on the federal government's debarment list or on the Lead Agency's state debarment list may be disqualified from consideration.

5. Technical Proposal – 70% of Total Score

   The Technical Proposals will be opened and reviewed for responsiveness to the RFP requirements and Originality. Responsive technical proposals will be evaluated by the Lead Agency's evaluation team and include the following areas. Each evaluation criteria will be scored by the team members; a total overall score will be assigned to the proposal. The score assigned to each Technical Proposal will account for 70% of the Offeror's overall score.

   The Proposer must complete 056 Section N - Technical Proposal [WORD]. The assigned weights are as follows:
   •Bidder Capacity & Capability – 25%
   •Ordering & E-Commerce Capabilities – 10%
   •Customer Service & Support – 20%
   •Reporting Capabilities & Third-Party Audits – Informational, not scored
   •Contract Risk & Miscellaneous – 10%
   •CoreTrust Implementation and Go-To-Market Plan - 5%

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

6. Cost Proposal – 30% of Total Score

   The Cost Proposals will be opened and evaluated by the Purchasing Coordinator who is not on the evaluation team. The score assigned to each Cost Proposal will account for 30% of the overall score. Each Cost Score will be compared to the others proposed and weighted, with the lowest Cost receiving the highest cost score.

   The Proposers must submit completed 056 Section O – Cost Proposal Workbook [EXCEL], attached. The cost proposal must include all costs and fees associated with the firm's plan to deliver

products and/or carry out any additional services. Costs or fees not proposed in the Cost Proposal Workbook will not be applicable in the resulting Contract.

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

Proposers must complete the quote tab for Bangor. Bangor, the Lead Agency, is also the first Participating Entity. Proposers are to provide their quote for requested products against the proposed contract pricing.

Pricing must be in U.S. dollars and not exceed two decimal places. (e.g. $10.11)
Discount percentages entered shall not exceed two decimal places (e.g. 11.12%)
The evaluation team reserves the right to round up to the nearest decimal place if this instruction is not followed.
The Lead Agency reserves the right to analyze and/or normalize any underlying calculations and assumptions used by the Offeror to support its computation of costs or the right to apply such other methods as it deems necessary to make comparisons across proposals.

7. A Respondent's performance and actions under previously awarded contracts to schools, local, state, or federal agencies are relevant in determining whether the Respondent is likely to provide quality Products & Services to Participating Agencies; including the administrative aspects of performance; the Respondent's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Respondent's businesslike concern for the interests of the customer.

8. Final Score

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

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

D. Estimated Quantities. Estimated quantity IDIQ. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among Lead Agency and other Participating Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through the Program and volume growth into other public agency members through a coordinated marketing approach between Supplier and CoreTrust.

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.

1. Complete Proposal. It is the responsibility of the Respondent to provide a complete Cost Proposal that includes pricing based on a verifiable pricing methodology for all Products & Services to be considered part of the final Master Agreement offered to the Participating Agencies.

2. Value. Lead Agency requests that Respondents offer Products & Services at lower prices that are scalable and with better value than what they would ordinarily offer to a single government agency, educational institution, or regional cooperative.

3. Maximum Price. Lead Agency requests that pricing be submitted as not-to-exceed. The Respondent may adjust pricing lower if needed but cannot exceed the pricing submitted. Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to public agencies nationwide and further commits that if a Participating Agency is eligible for lower pricing through a national, state, regional, or local or cooperative contract, Supplier shall match such lower pricing to that Participating Agency under the Master Agreement.

4. Indefinite Quantity. This solicitation requests pricing for an indefinite quantity of Products & Services.

5. Total Acquisition Cost. The pricing included in the Cost Proposal must be clearly understood, complete, and fully describe the total cost of acquisition (*e.g.*, cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Agency's location).
6. Prevailing Wage. Supplier and any of its subcontractors agree to comply with all laws regarding prevailing wage rates applicable to construction of public work, and any related federal requirements, including the Davis-Bacon Act, applicable to this solicitation and Participating Agencies.
7. Administrative Fee. Pricing provided shall include the administrative fee payable to CoreTrust.
8. Descriptions. All line items included in your Cost Proposal should be described by, but not limited to, characteristics such as manufacture name, stock or part number, size, or functionality.
9. Discounts. Discounts shall be clearly defined. Pricing with multiple discounts levels based on quantity, sales volume, or any other factor is allowable and must be based on a fixed or defined price or sales range or configuration of Products & Services.
10. No Cost-Plus Pricing. Cost-Plus Pricing is not acceptable as the primary pricing methodology for the solutions provided in your Cost Proposal. Cost-Plus Pricing can be defined as adding a markup to the cost of goods or services to arrive at a selling price. Using this pricing methodology is not accepted by Participating Agencies using Federal grant funds to purchase the Products & Services offered by Supplier.

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

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.

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.

7. PROTESTS AND CLAIMS

A. The school unit is solely responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements of goods or services under federal awards. Except as may be otherwise provided in a written request for proposals or other solicitation of the school unit, these procedures are available to proposers for the purpose of handling and resolving disputes relating to such procurements, including evaluation and selection, protests of awards,

disputes, and claims relating to the selection process and contract award.4 A protestor must exhaust all of these administrative remedies before pursuing a protest with the federal grant agency or in any court of law. For purposes of this section, the term “proposer” means any person or entity that has submitted a bid or a proposal in response to an RFP or other solicitation to the school unit, or a person or entity that is a prospective bidder or offeror and who has a demonstrated direct economic interest in the results of the procurement.

1. **Protest Submission Requirements.** To be considered by the school unit, a protest must be made in writing, supported by sufficient information to enable the protest to be fairly evaluated, and submitted within the time periods set forth herein. At minimum, protests must include (i) the name, phone number, and address of the protester; (ii) identification of the detailed and specific provision(s) of applicable federal or state law which would be allegedly violated by the procurement; (iii) copies of all exhibits, evidence, or documents supporting the protest; and (iv) a concise description of all remedies or relief requested.
2. **Pre-Award Protests.** Pre-award protests are protests based upon the content of the solicitation documents. Any protest to the terms, conditions, or specifications set forth in a solicitation must be submitted to the Purchasing Agent or the contract administrator, if a contract administrator is identified in the solicitation, within 5 calendar days after the issuance of the solicitation. All such protests will be considered by the Purchasing Agent, or the contract administrator as appropriate, prior to the solicitation due date, and a written decision will be provided to the protestor. A decision of the Purchasing Agent or contract administrator is final, and no further protest or appeal of the terms, conditions, or specifications of any solicitation will be considered by the School Board.
3. These protest procedures are not available to contractors or third parties for the purpose of handling and resolving disputes, claims or litigation arising in the course of contract formation or contract administration. Any such disputes, claims or litigation will be handled and resolved in accordance with applicable contract terms, if any, and applicable law.
4. **Protests of Proposal Evaluations and Award Decision.** Proposers shall be notified of any award decision by a written or oral notice of the award. This notice shall be transmitted to each proposer at the address, email address, or telephone number contained in its proposal. Any proposer whose proposal has not lapsed may protest an award decision on any ground arising from the evaluation of proposals or the award decision, but not on any ground specified in the “Pre-Award Protests” category, above. Any such protest must be submitted to the Purchasing Agent or the contract administrator, if a contract administrator is identified in the solicitation, within 3 calendar days after notice of the award. All such protests will be considered by a Protest Review Subcommittee, composed of members selected by the School Board in its sole discretion. A written decision from the Protest Review Subcommittee stating the grounds for allowing or denying the protest shall be transmitted to the protestor before a final contract award is made. A decision of the Protest Review Subcommittee is final, and no further protest or appeal will be considered by the School Board.
   (2 CFR § 200.318(k).)

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.

_____ Respondent Signature

D. **Fingerprint & Criminal Background Checks**

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

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

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

_____ Respondent Signature

E. **ANTITRUST CERTIFICATION STATEMENTS**

(Tex. Government Code § 2155.005)

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

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

_____ Respondent Signature

F. **IMPLEMENTATION OF HOUSE BILL 1295**

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

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

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

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

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

G. **BOYCOTT CERTIFICATION**

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

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

Does vendor agree? _____ (Initials of Authorized Representative)

H. TERRORIST STATE CERTIFICATION

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

Does vendor agree? _____ (Initials of Authorized Representative)

I. FEMA REQUIREMENTS

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

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

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

1. *Access to Records*

For All Procurements

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

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

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

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).

Does vendor agree? _____ (Initials of Authorized Representative)

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
    - Reviewing updates from labor authorities.
    - Subscribing to wage bulletins.
    - Maintaining systems or procedures to ensure real-time compliance.
2. Rate revisions are effective immediately upon issuance by the governing authority and must be applied to all services performed after the effective date. The Contractor must:
    - Update internal rate schedules and invoicing systems to reflect the new rates.
    - Notify affected Participating Agencies of the rate changes.
    - Maintain documentation of the rate change, including the official issuance date and source.

- Apply rate adjustments using the standard formula below, if applicable.

3. When prevailing wage rates increase during the contract term, the Contractor's pricing may be adjusted proportionally using the following formula.

Example:

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

Percentage Increase = ($60 – $50) ÷ $50 = 20%
Adjusted Labor Rate = $70 + ($70 × 0.20) = $84 per hour

F. Non-Compliance and Penalties

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

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

G. Federal Funding Considerations

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

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

H. Non Discrimination In Employment In Northern Ireland: Macbride Fair Employment Principles

In accordance with §165 of the State Finance Law, the Contractor stipulates that it either has no business operations in Northern Ireland, or if it does have such business operations, it shall take lawful steps in good faith to conduct such operations in accordance with the MacBride Fair Employment Principles.

PLEASE READ AND INITIAL EITHER STATEMENT #1 OR STATEMENT #2. DO NOT INITIAL BOTH STATEMENTS.

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

_____ 2. The Contractor, and any individual or legal entity in which the Contractor holds a 10% or greater ownership interest and any individual or legal entity that holds a 10% or greater ownership interest in the Contractor shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the

MacBride Fair Employment Principles and shall permit the independent monitoring of their compliance with such principles.

X_____
Signature

_____
Print Name

SECTION H – REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT

1. NATIONAL OFFERING. This Section H defines the expectations for qualifying Suppliers based on CoreTrust's and Lead Agency's requirements to market the resulting Master Agreement nationally to potential Participating Agencies. All transactions, purchase orders, invoices, and payments shall occur directly between Supplier and each Participating Agency, individually, and neither CoreTrust nor Lead Agency, including their respective agents, directors, employees, or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., of or incurred by any other Participating Agency. Supplier is responsible for knowing the tax laws in each state. These requirements are incorporated into and are considered an integral part of this solicitation and are hereby incorporated into the Administration Agreement and Master Agreement. CoreTrust reserves the right to determine whether to make the Master Agreement awarded by Lead Agency available to any Participating Agency, in its sole and absolute discretion, and any party submitting a response to this solicitation acknowledges that any award by Lead Agency does not obligate CoreTrust to make the Master Agreement available to Participating Agencies.

2. AUTHORIZATION OF CONTRACTORS, SUBCONTRACTORS, DEALERS, RESELLERS, AND DISTRIBUTORS. If Lead Agency or Respondent requires the use of contractors, subcontractors, dealers, resellers, or distributors to sell or service the Products & Services included in their proposal, the proposal should provide a list of or direct the proposal review team to where they can locate a list of the Respondent's dealers, resellers, or subcontractors who shall be authorized to sell through the contract in the event the Respondent receives a contract award. In the event Respondent receives a contract award and, during the term of such Master Agreement, additional or different contractors, subcontractors, dealers, resellers, or distributors are required by Lead Agency, Participating Agency, and/or Respondent (as applicable), the use of such additional or different contractors, subcontractors, dealers, resellers, or distributors shall be subject to the other party's consent (which approval shall not be unreasonably withheld, conditioned, or delayed) as evidenced in a writing signed by an authorized representative of each of Respondent and Lead Agency.

3. AWARD BASIS. The award of any Master Agreement resulting from this solicitation made by Lead Agency shall be the basis through which CoreTrust makes available the Master Agreement on a national level through the CoreTrust national cooperative contract program. If multiple Respondents are awarded by Lead Agency under the Master Agreement, those same Respondents shall be required to extend the Master Agreement to Participating Agencies through CoreTrust. Utilization of the Master Agreement by Participating Agencies shall be at the discretion of the individual Participating Agency. Certain terms of the Master Agreement specifically applicable to Lead Agency (*e.g*. governing law) are subject to modification for each Participating Agency as Supplier, such Participating Agency, and CoreTrust shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (*i.e*. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and Supplier (contract sales are reported to CoreTrust).

4. MARKETING, SALES, AND ADMINISTRATIVE SUPPORT. CoreTrust shall provide marketing, sales, and administrative support to Supplier as determined by CoreTrust to market and promote the Products & Services on a national level. Such support and Supplier obligations shall be further detailed in the Administrative Agreement and may include, without limitation, training support, marketing collateral, website materials, participation in pitches and sales calls, trade shows, advertising, and social media campaigns.

5. ADMINISTRATIVE FEE. Suppliers shall be obligated to remit an Administrative Fee to CoreTrust in consideration of CoreTrust's support of the Program. Such Administrative Fee shall be paid by Supplier in accordance with the terms of the Administration Agreement.

[Remainder of page intentionally left blank.]

SECTION I – FORM OF MASTER AGREEMENT

[Attachment to Follow]

MASTER COOPERATIVE PURCHASING AGREEMENT

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**") is entered into as of the Effective Date (as defined herein) by and between Lead Agency and Supplier (each a "**Party**" and together the "**Parties**").

RECITALS

WHEREAS, Bangor School Department 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 Audio-Visual Equipment with related products and services, as further described in Supplier's cost proposal submission (collectively, "**Products & Services**"), and awarded a contract to Supplier; and

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

AGREEMENT

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

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

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

3. PRICING

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

b. Restrictions. All pricing is "Not-To-Exceed," where Program Participants shall receive pricing that does not exceed the per-unit pricing provided in Respondent's Cost Proposal. No price increases are permitted within the first ninety (90) days after the Effective Date hereof. Thereafter, Supplier shall notify CoreTrust in writing immediately upon Supplier's determination of any price increase, and all price increases shall be requested in writing to Lead Agency. Supplier shall deliver to Lead Agency manufacturer documentation or a formal cost justification letter simultaneous with such request. For clarity, price increases must be approved in writing by Lead Agency's authorized representative in order to take effect, and no payment for additional materials or services beyond the amount stipulated in the Cost Proposal shall be paid without such prior approval. Supplier shall maintain all current pricing on file with CoreTrust, and shall provide to CoreTrust all price changes using the same format as was accepted in the original awarded contract.

4. TERM; TERMINATION

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

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

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

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

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

7. INSURANCE. During the Term and for two (2) years following expiration or termination of this Master Agreement, Supplier at its own expense shall maintain, and shall require its agents, subcontractors, and suppliers engaged in Supplier's performance of its duties hereunder to maintain, general liability insurance, property insurance, and automobile insurance

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

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

9. MISCELLANEOUS

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

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

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

d. Assignment. This Master Agreement and the rights and obligations hereunder are not assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, Supplier may assign its respective rights and obligations under this Master Agreement without the consent of the other Parties in the event Supplier undergoes a corporate reorganization, consolidation, merger, sale, or transfer of all or substantially all of its assets to another entity. Subject to the preceding sentence, this Master Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.

Any instrument purporting to make an assignment in violation of this Section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual written agreement of the Parties' authorized representatives; provided, no such extension shall relieve the extending Party of its rights and obligations under this Master Agreement.

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

f. Governing Law. This Master Agreement shall be governed by and construed in accordance with the laws of the State of MAINE 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 PENOBSCOT COUNTY, MAINE WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF, OR RELATING TO, THIS MASTER AGREEMENT. EACH PARTY EXPRESSLY WAIVES ANY OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE, OR *FORUM NON CONVENIENS*. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to pursue recovery of reasonable attorneys' fees and costs from the non-prevailing Party, in addition to any other relief to which such court determines the prevailing Party is entitled or awarded.

g. Survival. In addition to those provisions which by their nature survive the expiration or termination of this Master Agreement, Sections 2 and 4 through 9 shall so survive.

h. Notice. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder must be in writing and shall be deemed effective: (i) when delivered personally to the recipient; (ii) the next business day following deposit with a nationally recognized overnight courier service; and/or (iii) three (3) days following deposit with the U.S. Postal Service if by certified or registered mail, return receipt requested and postage prepaid. The Parties agree that the day-to-day business communications may be made via electronic communication. Written notices to Supplier shall be sent to the remittance address provided with Supplier's proposal, and written notices to Lead Agency shall be sent to the below address(es), as may be updated from time to time pursuant to this Section.

If to Lead Agency:

Bangor School Department
73 Harlow Street
Bangor, ME 04401

With a copy to:

CoreTrust Purchasing Group LLC
Attn: Brian Esposito, Director of Contract Strategy, Public Sector
601 11th Avenue North, 7th Floor
Nashville, Tennessee 37203

SECTION J – MASTER AGREEMENT ACCEPTANCE FORM

[Attachment to Follow]

MASTER AGREEMENT ACCEPTANCE FORM

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

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

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

Master Agreement Effective Date	
Master Agreement Termination Date	
Contract Number	

[SUPPLIER]

Authorized Signature

Printed Name

Title

Date

BANGOR SCHOOL DEPARTMENT

Authorized Signature

Printed Name

Title

Date

SECTION K – FORM OF ADMINISTRATION AGREEMENT

[Attachment to Follow]

ADMINISTRATION AGREEMENT

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

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

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

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

CoreTrust Point of Contact:		**Notice Address(es) per Section 6(f):**
Name:	Brian Esposito	CoreTrust Purchasing Group LLC Attn: Chief Revenue Officer 601 11th Avenue North, 7th Floor Nashville, Tennessee 37203 With a copy to: CoreTrust Purchasing Group LLC Attn: General Counsel 601 11th Avenue North, 7th Floor Nashville, Tennessee 37203
Title:	Director of Contract Strategy, Public Sector	
Telephone:	917-498-9828	
Email:	brian.esposito@coretrustpg.com	

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

CORETRUST PURCHASING GROUP LLC

_____
Authorized Signature

_____
Printed Name

SUPPLIER

_____
Authorized Signature

_____
Printed Name

ATTACHMENT A – TERMS AND CONDITIONS

1. PARTY OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

(v) Supplier Content. As requested by CoreTrust, Supplier shall provide Supplier Content for use on CoreTrust websites and for general marketing and publicity purposes as contemplated hereunder. During the Term, Supplier hereby grants to CoreTrust and its affiliates a non-exclusive, worldwide, royalty-free, transferable and sublicensable right and license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content to perform CoreTrust's obligations under this Admin Agreement.

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

2. TERM; TERMINATION

a. Term. The Term of this Admin Agreement five (5) years. Three (3) years initial term and two (2) additional one (1) year extensions.

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

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

3. FEES

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

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

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

4. LEAD AGENCY COMPENSATION

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

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

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

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

5. REPRESENTATIONS & WARRANTIES

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

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

hereunder; and (vii) Supplier Content and any other materials or services provided to CoreTrust as contemplated hereunder shall not infringe, misappropriate, or otherwise violate the intellectual property or proprietary rights of any third party.

6. INDEMNIFICATION; LIMITATION OF LIABILITY

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

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

7. MISCELLANEOUS

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

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

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

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

e. Force Majeure. The Parties' obligations hereunder shall be temporarily suspended during any period a Party is unable to carry out its obligations under this Admin Agreement by reason of a Force Majeure Event. Neither Party shall have any liability to the other Party for a delay in performance nor failure to perform to the extent this Admin Agreement is so temporarily suspended; provided: (i) nothing

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

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

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

8. DEFINITIONS

(a) "**Administrative Fee**" means an amount equal to two percent (2%) of the total sales price of all Products & Services purchased by the Participating Agencies and billed by Supplier (excluding taxes).

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

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

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

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

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

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

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

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

SCHEDULE 1 TO ATTACHMENT A - FORM OF ADMINISTRATIVE FEE REPORT

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

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

Section L – Form of Master Intergovernmental Cooperative Purchasing Agreement

[Attachment to Follow]

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

AGREEMENT

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

1. COOPERATION. Each party shall facilitate the cooperative procurement of Products & Services.

2. COMPLIANCE WITH LAWS. The procurement of Products & Services by the Program Participant shall be conducted in accordance with and subject to the relevant federal, state, and local statutes, ordinances, rules, and regulations that govern Program Participant's procurement practices.

3. COMPLIANCE WITH CONTRACTUAL REQUIREMENTS. The cooperative use of Master Agreements and other group purchasing agreements shall be conducted in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state, or local law.

4. INFORMATION SHARING. The Lead Agencies shall make available, upon reasonable request, information about Master Agreements which may assist in facilitating and improving the procurement of Products & Services by the Program Participant.

5. AGREEMENT ACCESS. Program Participant agrees that the Program may provide access to group purchasing organization ("**Cooperative**") agreements directly or indirectly by enrolling Program Participant in another Cooperative's purchasing program; provided, the purchase of Products & Services shall be at Program Participant's sole discretion.

6. PAYMENT. Program Participant shall make timely payments to the distributor, manufacturer, or other vendor (each a "**Supplier**") for Products & Services procured and received through any Master Agreement (each a "**CoreTrust Agreement**") in accordance with the terms and conditions of the Master Agreement.

7. ADMINISTRATIVE FEE. Program Participant acknowledges and agrees that CoreTrust may receive fees ("**Administrative Fees**") from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by a Program Participant under a CoreTrust Agreement.

8. RESTRICTIONS. Program Participant agrees that Products & Services purchased under any Master Agreements are for Program Participant's own use in the conduct of its business, and in no event shall Program Participant sell, resell, lease, or otherwise transfer goods purchased through CoreTrust Agreements to an unrelated third party unless expressly permitted by the terms of the applicable CoreTrust Agreement.

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

to by Program Participant and Supplier. The exercise of any rights or remedies by Program Participant shall be the exclusive obligation of Program Participant.

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

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

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

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

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

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

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

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

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

SECTION M – LEAD PUBLIC AGENCY CERTIFICATE

[Attachment to Follow]

LEAD PUBLIC AGENCY CERTIFICATE

In its capacity as a Lead Agency for the CoreTrust Program, the Bangor School Department 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.

BANGOR SCHOOL DEPARTMENT

_____
Authorized Signature

_____
Printed Name

_____
Title

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

SECTION N – TECHNICAL PROPOSAL

- The Technical Proposal Form, also known as 056 Section O – Technical Proposal [WORD], is provided as a separate document alongside the solicitation document.
- Proposers must complete the Technical Proposal and submit in Word or PDF format.
- The selected Vendor's response to this solicitation shall be integrated into and designated as Section N – Technical Proposal of the final contract.

SECTION O – COST PROPOSAL

- The Cost Proposal Form, also known as 056 Section O – Cost Proposal Workbook [Excel], is provided as a separate document alongside the solicitation document.
- Proposers must complete the Cost Proposal and submit in Excel format.
- The selected Vendor's pricing details shall be integrated into and designated as Section O – Cost Proposal.