

Section Reference Title and number	RFP Language	Proposed Changes	Proposed Language
RFP#24-6800 1.0 SUMMARY & SCOPE OF NATIONAL COOPERATIVE	Cobb County, GA (herein "Lead Public Agency" or "County") on behalf of itself and all states, local, government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete offering of Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Products and Services (herein "Products and Services"). ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, AND LATEST DESIGN AND TECHNOLOGY UNLESS OTHERWISE SPECIFIED.	Delete Strikethrough: Cobb County, GA (herein "Lead Public Agency" or "County") on behalf of itself and all states, local, government agencies and nonprofit organizations (herein " Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete offering of Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Products and Services (herein "Products and Services"). ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, AND LATEST DESIGN AND TECHNOLOGY UNLESS OTHERWISE SPECIFIED	Cobb County, GA (herein "Lead Public Agency" or "County") on behalf of itself and all states, local, government agencies and nonprofit organizations (herein "Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete offering of Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Products and Services (herein "Products and Services").
1.1 OBJECTIVES (Bullet 1)	Provide a comprehensive competitively solicited and awarded Master Agreement offering Products and Services covered by this solicitation to Participating Public Agencies	Insert in italics: Provide a comprehensive competitively solicited and awarded Master Agreement offering Products and Services covered by this solicitation to Participating Public Agencies as defined below.	Provide a comprehensive competitively solicited and awarded Master Agreement offering Products and Services covered by this solicitation to Participating Public Agencies as defined below.
1.1 OBJECTIVES (Bullet 2)	Establish the Master Agreement as the Supplier's primary offering to Participating Public Agencies.	Delete Strikethrough: Insert in Italics: Publicize and promote the availability of the Master Agreement's Products and Services to Establish the master agreement as the Supplier's primary offering to Participating Public Agencies.	Publicize and promote the availability of Master Agreement's Products and Services to Public Agencies.
1.3 GOVMVMT PURCHASING COOPERATIVE (Paragraph 1)	Innovative Government Services Association (IGSA) provides the GovMVMVT Purchasing Cooperative (herein "GovMVMVT") to assists Participating Public Agencies to reduce the cost of purchases goods through strategic sourcing that combines volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for	Delete Strikethrough: Insert in Italics: Innovative Government Service Association (IGSA) provides the GovMVMVT Purchasing Cooperative (herein "GovMVMVT") to assists Participating Public Agencies to in reduce- reducing the cost of purchased goods through strategic sourcing that combines volumes and the purchasing power of public Public agencies	Innovative Government Service Association (IGSA) provides the GovMVMVT Purchasing Cooperative (herein "GovMVMVT") to assists Participating Public Agencies in reducing the cost of purchased goods through strategic sourcing that combines volumes and the purchasing power of Public Agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized

	high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.	Agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public Public agencies-Agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies that have registered with GovMVMT – as provided below and submitted to Supplier a written election notice to use the Lead Public Agency's master agreement-(Participating Public Agencies") .	Public Agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also other Public Agencies that have registered with GovMVMT – as provided below and submitted to Supplier a written election notice to use the Lead Public Agency's master agreement- (Participating Public Agencies").
1.3 GOVMVMT PURCHAING COOPERATIVE (subsection Participating Public Agencies -Paragraph 4)	Registration is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA). MICPA outlines the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of MICPA, is attached as "Exhibit D' of Section 8.0 GovMVMT Compliance Document.	<i>Insert in Italics:</i> Registration is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA). MICPA outlines the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of MICPA, is attached as "Exhibit D' of Section 8.0 GovMVMT Compliance Document. <i>No Public Agency shall be a Participating Public Agency unless and until it enters a MICPA.</i>	Registration is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA). MICPA outlines the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of MICPA, is attached as "Exhibit D' of Section 8.0 GovMVMT Compliance Document. No Public Agency shall be a Participating Public Agency unless and until it enters a MICPA.
1.3 GOVMVMT PURCHAING COOPERATIVE (subsection Participating Public Agencies -Paragraph 5)	By using the Master Agreement, any such Participating Public Agency agrees that it is registered with GovMVMT, whether pursuant to the terms of the MICPA or as otherwise agreed to. The Terms and pricing established in the resulting Master Agreement between Supplier and the Lead Public Agency will be the same as that available to Participating Public Agencies through GovMVMT.	<i>Delete Strikethrough:</i> By using the Master Agreement, any such Participating Public Agency agrees that it is registered with GovMVMT, whether pursuant to the terms of the MICPA or as otherwise agreed to. The Terms and pricing established in the resulting Master Agreement between Supplier and the Lead Public Agency will be the same as that available to Participating Public Agencies through GovMVMT.	By using the Master Agreement, any such Participating Public Agency agrees that it is registered with GovMVMT, pursuant to the terms of the MICPA. The Terms and pricing established in the Master Agreement between Supplier and the Lead Public Agency will be the same as that available to Participating Public Agencies through GovMVMT
1.3 GOVMVMT PURCHAING COOPERATIVE (subsection Estimated Volume)	The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is One Hundred Million Dollars (\$100,000,000) annually at contract maturity. While no minimum volume is guaranteed to the Supplier, the estimated volume is based on the current annual	<i>Delete Strikethrough:</i> The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is One Hundred Million Dollars (\$100,000,000) annually at contract maturity. While no minimum volume is guaranteed to the Supplier, the estimated volume is based on	The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is One Hundred Million Dollars (\$100,000,000) annually at contract maturity. While no minimum volume is guaranteed to the Supplier, the estimated volume is based on the current annual volumes of the Lead Public Agency and other

	volumes of the Lead Public Agency and other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through GOVMVMT as well as through volume growth into other Public Agencies employing a coordinated marketing approach between Supplier and GOVMVMT.	the current annual volumes of the Lead Public Agency and other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through GOVMVMT as well as through volume growth into other Public Agencies employing a coordinated marketing approach between Supplier and GOVMVMT.	Participating Public Agencies that are anticipated to utilize the Master Agreement to be made available to them through GOVMVMT as well as through volume growth into other Public Agencies employing a coordinated marketing approach between Supplier and GOVMVMT.
4.3.3 Proposal Format/Content (Subsection Pricing)	The Proposer shall provide pricing based on a fixed discount off the most current manufacturer's price list or other objectively verifiable criteria (Attachment C). If the price list or verifiable criteria is available electronically, proposers may include the electronic file on the flash drive (with reference made in the hard copy) or proposers may provide a link to a website as long as detailed instructions on how to access the catalog, once on the website, are included. Price list must contain the following (if applicable) * Manufacturer part number * Supplier part number (if different) * Description * Manufacturer's Suggested List Price and Net Price * Net Price to Cobb County, GA and other Participating public Agencies Product Pricing shall include: * Shipping Costs (including delivery to agency site, unloading at site, etc.) * Purchasing Card (P-Card) Fees * Warranties on all products, parts and services * Labor rates	Delete Strikethrough: Insert in Italics: The Proposer shall provide pricing based on a fixed discount off the most current manufacturer's Proposer's list price list or other objectively verifiable criteria <i>as well as a tiered rebate incentive</i> (Attachment C). If the price list or verifiable criteria is available electronically, proposers may include the electronic file on the flash drive (with reference made in the hard copy) or proposers may provide a link to a website as long as detailed instructions on how to access the catalog, once on the website, are included. Price list must contain the following (if applicable) * Manufacturer part number * Supplier part number (if different) * Description * Manufacturer's Suggested List Price and Net Price * Net Price to Cobb County, GA and other Participating public Agencies Product Pricing shall include: * Shipping Costs (including delivery to agency site, unloading at site, etc.) * Purchasing Card (P-Card) Fees * Warranties on all products, parts and services * Labor rates	The Proposer shall provide pricing based on a fixed discount off the most current Proposer's list price as well as a tiered rebate incentive (Attachment C).
6.1 Scope of Work (Subsection Service Providers (Labor): (Bullet 4))	Supplier shall perform a background screen of all Service Providers consisting of, at a minimum:	Insert in Italics: Supplier shall perform <i>and/or require</i> a background screen of all Service Providers consisting of, at a minimum:	Suppliers shall perform and/or require a background screen of all Service Providers consisting of, at a minimum:
6.1 Scope of Work (Subsection:) Service Providers (Labor): Last sentence	All Service Provider employees shall wear a Service Provider's issued picture identification badge at all times.	Delete sentence in full.	

6.2 Product Categories:	All products offered shall be new, unused and of the latest design and technology.	Delete sentence in full.	
6.4 PRODUCT PRICING	Pricing shall be a fixed percentage (%) off manufacturer's list price, or other objectively verifiable criteria by Product Category listed in Section 6.2 above (See Attachment C).	Delete Strikethrough: Insert in Italics: Pricing shall be a fixed percentage (%) off manufacturer's Supplier's list price, or other objectively verifiable criteria by Product Category listed in Section 6.2 above (See Attachment C).	Pricing shall be a fixed percentage (%) off Supplier's list price, or other objectively verifiable criteria by Product Category listed in Section 6.2 above (See Attachment C). OK
6.4 PRODUCT PRICING (Subsection In-Store Purchases:	Proposals must include any pricing options that may be different for purchases made on site at a retail location, such as a fixed percentage (%) off marked price at the POS; not a percent off list. The County will consider other retail pricing options (e.g. rebate on gross sales.)	Delete paragraph in full.	Intentionally Omitted OK
6.4 PRODUCT PRICING (Subsection DELIVERY AND FREIGHT REQUIREMENTS:	All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.	Insert in Italics: All domestic ground shipments for stocked products shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing. Special orders and shipments directly from manufacturer are subject to possible freight charges.	All domestic ground shipments for stocked products shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing. Special orders and shipments directly from manufacturer are subject to possible freight charges.
6.5 REGULATORY REQUIREMENTS AND STANDARDS	All products must be manufactured in compliance with all standards including warning labels and safety devices required to meet the safety standards recognized by industry safety, council, or organizations to establish safety standards. If a proposed product requires a Material Safety Data Sheet (MSDS) it must accomplish each shipment.	Delete Strikethrough: Insert in Italics: All Contractor shall use commercially reasonable efforts to ensure that all products must be manufactured in compliance with all standards including warning labels and safety devices required to meet the safety standards recognized by industry safety, council, or organizations to establish safety standards. If a proposed product requires a Material Safety Data Sheet (MSDS) it must accompany be made available for each shipment.	Contractor shall use commercially reasonable efforts to ensure that all products must be manufactured in compliance with all standards including warning labels and safety devices required to meet the safety standards recognized by industry safety, council, or organizations to establish safety standards. If a proposed product requires a Material Safety Data Sheet (MSDS) it must be made available for each shipment OK with beginning part.
6.6 SHIPPING	Proposer must include a defined shipping program with its response. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price cannot be used. Unless specifically stated otherwise in the "Shipping Program" included in Proposer's response, all prices quoted must be F.O.B. Destination with freight prepaid by the Proposer.	Insert in Italics at the end of paragraph: All domestic ground shipments for stocked products shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing. Special orders and shipments directly from manufacturer are subject to possible freight charges.	Proposer must include a defined shipping program with its response. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price cannot be used. Unless specifically stated otherwise in the "Shipping Program" included in Proposer's response, all prices quoted must be F.O.B. Destination with freight prepaid by the Proposer. Additional costs for expedited deliveries may be added. All domestic

	Additional costs for expedited deliveries may be added.		ground shipments for stocked products shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing. Special orders and shipments directly from manufacturer are subject to possible freight charges.
6.7 DELIVERY	Equipment will be delivered to various locations for each Participating Public Agency. All deliveries shall be made Monday through Friday from 8:00 AM to 4:00 PM local time unless otherwise requested. Proposer is required to provide a minimum of 24 hours' notice prior to delivery with the anticipated time of delivery and quantity to be delivered. Upon delivery, Proposer will provide the following documentation to each Participating Public Agency:	Delete Strikethrough: Insert in Italics: Equipment will be delivered to various locations for each Participating Public Agency. All deliveries shall be made Monday through Friday from 8:00 AM to 4:00 PM local time unless otherwise requested. Proposer is required to provide a minimum of 24 hours' notice prior to delivery with the anticipated time of delivery and quantity to be delivered. <i>Estimated delivery details are available via Supplier's website.</i> Upon delivery, Proposer will provide the following documentation to each Participating Public Agency <i>either directly or within the product packaging provided by the manufacturer:</i>	Equipment will be delivered to various locations for each Participating Public Agency. All deliveries shall be made Monday through Friday from 8:00 AM to 4:00 PM local time unless otherwise requested. Estimated delivery details are available via Supplier's website. Upon delivery, Proposer will provide the following documentation to each Participating Public Agency either directly or within the product packaging provided by the manufacturer: OK
6.8 OPERATING MANUALS (if applicable):	Upon delivery, Supplier shall furnish comprehensive operational manuals, service manuals and schematic diagrams, if required by the Participating Public Agency. Manuals may be hard copy, electronic or online.	Delete Strikethrough: Insert in Italics: Upon delivery, Supplier shall furnish comprehensive operational manuals, service manuals and schematic diagrams, if required by the Participating Public Agency <i>and applicable will be provided within the manufacturer's produce packaging.</i> Manuals may be hard copy, electronic or online.	Upon delivery, comprehensive operational manuals, service manuals and schematic diagrams, if required by the Participating Public Agency and applicable will be provided within the manufacturer's product packaging. Manuals may be hard copy, electronic or online. OK
6.10 WARRANTY (Subsection 6.10.1) including: (Subsection 6.10.2) Numbering change, added to 6.10.1	All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials, and workmanship.	Delete Strikethrough: Insert in Italics: All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials, and workmanship. <i>Solely as it relates to materials ("Goods") provided hereunder, Supplier is a reseller of Goods only, and as such does not provide any warranty for the Goods it supplies hereunder. Notwithstanding this As-Is limitation, Supplier shall pass through the Participating Public Agency any transferable manufacturer's standard warranties with respect to Goods purchased hereunder. EXCEPT AS SET FORTH HEREIN AND WHRE APPLICABLE, NO</i>	All items furnished under this Contract shall conform to the requirements of this Contract. Solely as it relates to materials ("Goods") provided hereunder, Supplier is a reseller of Goods only, and as such does not provide any warranty for the Goods it supplies hereunder. Notwithstanding this As-Is limitation, Supplier shall pass through the Participating Public Agency any transferable manufacturer's standard warranties with respect to Goods purchased hereunder. EXCEPT AS SET FORTH HEREIN AND WHRE APPLICABLE, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY SUPPLIER, PARTICIPATING PUBLIC AGENCY AND PERSONS CLAIMING THROUGH PARTICIPATING PUBLIC AGENCY (COLLECTIVELY, "CLAIMANT") SHALL SEEK

		WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY SUPPLIER, PARTICIPATING PUBLIC AGENCY AND PERSONS CLAIMING THROUGH PARTICIPATING PUBLIC AGENCY (COLLECTIVELY, "CLAIMANT") SHALL SEEK RECOURSE EXCLUSIVELY FROM THE RELEVANT MANUFACTURER(S) IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF CLAIMANT FOR DEFECTIVE GOODS, WHETHER THE CLAIM SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE, PARTICIPATING PUBLIC AGENCY SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SUPPLIER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. SUPPLIER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR INSTALLATION OF GOODS BY PARTICIPATING PUBLIC ENTITY OR A THIRD PARTY, USE, MISUSE, ALTERATION OR MODIFICATION OF GOODS, OR SUPPLIER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY PARTICIPATING PUBLIC AGENCY. SUPPLIER DOES NOT CERTIFY OR GUARANTEE THAT ANY GOODS COMPLY WITH ANY STATUTES, LAWS, CODES, ORDINANCES OR REGULATIONS. Solely as it relates to labor performed hereunder, the warranty period for workmanship by Supplier and materials shall be for an initial period of twelve (12) months and commence upon the prompt acceptance by the Participating Public Agency.	RECOURSE EXCLUSIVELY FROM THE RELEVANT MANUFACTURER(S) IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF CLAIMANT FOR DEFECTIVE GOODS, WHETHER THE CLAIM SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE, PARTICIPATING PUBLIC AGENCY SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SUPPLIER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. SUPPLIER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR INSTALLATION OF GOODS BY PARTICIPATING PUBLIC ENTITY OR A THIRD PARTY, USE, MISUSE, ALTERATION OR MODIFICATION OF GOODS, OR SUPPLIER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY PARTICIPATING PUBLIC AGENCY. SUPPLIER DOES NOT CERTIFY OR GUARANTEE THAT ANY GOODS COMPLY WITH ANY STATUTES, LAWS, CODES, ORDINANCES OR REGULATIONS. Solely as it relates to labor performed hereunder, the warranty period for workmanship by Supplier shall be for period of twelve (12) months and commence upon the prompt acceptance by the Participating Public Agency.
6.10 WARRANTY (Subsection 6.10.3 – has been changed to 6.10.2)	The Supplier shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply. *The Supplier agrees to provide all labor and parts required	Delete Strikethrough: The Supplier shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply. Insert in Italics: <i>The Supplier shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.</i>	*The Supplier agrees to provide all labor and parts required to remove, repair, or replace, and reinstall any defective Supplier workmanship which becomes or is found to be defective during the term of the warranty, and at the Supplier's expense.

	to remove, repair, or replace, and reinstall any such defective workmanship and /or materials which becomes or is found to be defective during the term o the warranty, and at the Supplier's expense. The Supplier shall guarantee the equipment to be supplied complies with all applicable regulations.	agrees to provide all labor and parts required to remove, repair, or replace, and reinstall any such defective Supplier workmanship and /or materials which becomes or is found to be defective during the term of the warranty, and at the Supplier's expense. The Supplier shall guarantee the equipment to be supplied complies with all applicable regulations.	
7.0 GOVMVMT COMPLIANCE DOCUMENT 1. REPRESENTATIONS AND COVENANTS Commitments (Paragraph 2)	The successful foundation of the partnership requires commitments from both GovMVMT and Supplier. GovMVMT requires the Supplier to make the four commitments set forth below (Executive, Value, Differentiator, Sales and Marketing) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies.	Delete Strikethrough: Insert in Italics: The successful foundation of the partnership this relationship requires commitments from both GovMVMT and Supplier. GovMVMT requires the Supplier to make the four commitments set forth below (Executive, Value, Differentiator, Sales and Marketing) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies.	The successful foundation of this relationship requires commitments from both GovMVMT and Supplier. GovMVMT requires the Supplier to make the four commitments set forth below (Executive, Value, Differentiator, Sales and Marketing) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies.
2.1 Executive Commitment	(i) A true partnership: Supplier shall have full commitment of the Master Agreement from the highest executive level of the organization at any time. This includes being supported by the Supplier's senior executive management.	Delete Strikethrough (i) A true partnership: Supplier shall have full commitment of the Master Agreement from the highest executive level of the organization at any time. This includes being supported by the Supplier's senior executive management.	(i) Supplier shall have full commitment of the Master Agreement from the highest executive level of the organization at any time. This includes being supported by the Supplier's senior executive management.
	(ii) The pricing, terms and conditions of the Master Agreement shall be Supplier's leading contractual offering of Products and Services to all eligible Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement offering and not just on of Suppliers contract options.	Delete Strikethrough: Insert in Italics: (ii) The pricing, terms and conditions of the Master Agreement shall be Supplier's leading contractual offering of Products and Services to all eligible Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement provides significant benefits to Participating Public Agencies. Supplier's primary offering and not just on of Suppliers contract options.	(ii) Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement provides significant benefits to Participating Public Agencies.
	(iii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors, and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.	Delete Strikethrough: Insert in Italics: (iii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors, and representatives) shall always present the Master Agreement when marketing Products or Services to appropriate Public Agencies.	(iii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors, and representatives) shall present the Master Agreement when marketing Products or Services to appropriate Public Agencies.

	(iv) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.	Delete Strikethrough: <i>Insert in Italics:</i> (iv) Supplier shall advise all <i>appropriate</i> Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.	(iv) Supplier shall advise appropriate Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.
	(v) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.	Delete Strikethrough: <i>Insert in Italics:</i> Upon authorization <i>registration</i> by a such Public Agency, <i>as a Participation Public Agency</i> , Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.	Upon registration by such Public Agency, as a Participation Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.
	(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from GovMVMt concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall provide the personnel necessary to implement and support a supplier-based web page dedicated to Supplier's GovMVMt program and linked to GovMVMt website and shall implement and support such web page.	Delete Strikethrough: <i>Insert in Italics:</i> (vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from GovMVMt concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall provide the personnel necessary to <i>may</i> implement and support a supplier-based internet <i>supplier-based internet</i> web page dedicated to Supplier's GovMVMt program and linked to GovMVMt website and shall implement and support such web page.	(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from GovMVMt concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier may implement and support a Supplier-based web page dedicated to Supplier's GovMVMt program and linked to GovMVMt website.
	(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.	Delete strikethrough: <i>Insert in Italics:</i> (viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's <i>registration to become a Participating Public Agency.</i> request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.	(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's registration to become a Participating Public Agency.

2.2 Value Commitment	(i) Supplier represents to GovMVMVT that the pricing in the scope of products offered under the Master Agreement is equal or better than any other pricing options it offers to public agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.	Delete Strikethrough <i>Insert in Italics:</i> (i) Supplier represents to GovMVMVT that the pricing in the scope of products Products and Services offered under the Master Agreement is equal or better than competitive with any other pricing options it offers to public Public agencies-Agency . Supplier's pricing shall be evaluated on an aggregate basis considering applicable market conditions . either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.	(i) Supplier represents to GovMVMVT that the pricing of Products and Services offered under the Master Agreement competitive with any other pricing options it offers to Public Agency. Supplier's pricing shall be evaluated on an aggregate basis considering applicable market conditions.
2.2 Value Commitment (ii) Contract Offering Lower Price.	(ii) If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.	Delete Strikethrough: (ii) Contract Offering Lower Price. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.	Intentionally Omitted
2.2 Value Commitment (ii)(A)	(ii)(A) Suppliers holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.	Delete strikethrough: (ii)(A) Suppliers holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.	Intentionally Omitted
2.2 Value Commitment (ii)(B)	(ii)(B) Supplier holds a reginal cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten	Delete Strikethrough (ii)(B) Supplier holds a reginal cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative	Intentionally Omitted

	cooperative members.	pricing under the Master Agreement and make it available to the ten cooperative members.	
2.2 Value Commitment (ii)(C)	(ii)(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.	Delete Strikethrough (ii)(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.	Intentionally Omitted
2.2 Value Commitment (iv) Deviating Buying Patterns	2.2 Value Commitment (iv) Deviating Buying Patterns	Change (iv) to (iii)	2.2 Value Commitment (iii) Deviating Buying Patterns
2.2 Value Commitment (iii) Deviating Buying Patterns	(iii) Occasionally GovMVMt and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the pricing under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.	Delete Strikethrough: <i>Insert in Italics:</i> (iii) Occasionally GovMVMt and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions and causes Supplier's pricing under the Master Agreement not to be higher than competitive with an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the pricing under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.	(iii) Occasionally GovMVMt and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions and causes Supplier's pricing under the Master Agreement <i>not</i> to be <i>competitive with</i> an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the pricing under the Master Agreement on the item(s) causing the large deviation for that Public Agency.
2.2 Value Commitment (iv) Supplier's Options in Responding to a Third -Party Procurement Solicitation.	2.2 Commitment (v) Supplier's Options in Responding to a Third-Party Procurement Solicitation	Change (v) to (iv)	2.2 Commitment (iv) Supplier's Options in Responding to a Third-Party Procurement Solicitation
2.2 Value Commitment	(iv)(B) Supplier may respond with the pricing, terms and conditions of the Master	Insert in Italics: (iv)(B) Supplier may respond with the pricing,	(iv)(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier

(iv) Supplier's Options in Responding to a Third -Party Procurement Solicitation. (B)	Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.	terms and conditions of the Master Agreement. If Supplier is awarded the contract not the sales would be reported as sales under the Master Agreement.	is awarded the contract, the sales would not be reported as sales under the Master Agreement.
2.2 Value Commitment (iv) Supplier's Options in Responding to a Third -Party Procurement Solicitation. (C)	(iv)(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Suppliers would not be required to extend the lower price to other Public Agencies.	Delete Strikethrough: Insert in Italics: (iv)(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would not be reported as sales under the Master Agreement. Suppliers would not be required to extend the lower price to other Public Agencies.	(iv)(C) Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would not be reported as sales under the Master Agreement.
2.2 Value Commitment (iv) Supplier's Options in Responding to a Third -Party Procurement Solicitation. (D)	(iv)(D) If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 2, including without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.	Delete Strikethrough: Insert in Italics: (iv)(D) If the awarding Public Agency does not register as a Participating Public Agency, then the sales would not be reported as sales under the Master Agreement; provided, however, if Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all applicable obligations set forth in this Section 2, including without limitation, the any requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.	(iv)(D) <i>If the awarding Public Agency does not register as a Participating Public Agency, then the sales would not be reported as sales under the Master Agreement; provided, however, if awarded a contract, Supplier shall still be bound by applicable obligations set forth in this Section 2, including without limitation, any requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.</i>
2.2 Value Commitment (iv) Supplier's Options in Responding to a Third -Party Procurement Solicitation. (E)	(iv)(E) Supplier may respond to the procurement solicitation with pricing that is hither (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative consideration.	(iv)(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, then Supplier may offer the pricing under the Master Agreement as an alternative consideration.	(iv)(E) If an alternative response is permitted, then Supplier may offer the pricing under the Master Agreement as an alternative consideration.
2.3 Differentiator Commitment.	2.3 Supplier shall demonstrate the value, competitive scope, and differentiating factors of the agreement against alternative procurement options in the marketplace at every opportunity. The success of this program lies directly with properly	Delete Strikethrough: Insert in Italics: Supplier shall demonstrate the value, competitive scope, and differentiating factors of the agreement against alternative procurement options in the marketplace at	Supplier shall demonstrate the value, competitive scope, and differentiating factors of the agreement against alternative procurement options in the marketplace at every appropriate opportunity. The success of this program lies directly with properly positioning the contract vehicle as the premier

	positioning the contract vehicle as the premier cooperative purchasing option for public agencies.	every appropriate opportunity. The success of this program lies directly with properly positioning the contract vehicle as the premier cooperative purchasing option for public agencies Participating Public Agencies .	cooperative purchasing option for Participating Public Agencies.
2.3 Differentiator Commitment. (Last Paragraph)	Supplier agrees that while this agreement brings significant value to Public Agencies it is not an exclusive agreement and can be utilized at the discretion of the Participating Public Agencies.	<i>Insert in Italics:</i> Supplier agrees that while this agreement brings significant value to Participating Public Agencies it is not an exclusive agreement and can be utilized at the discretion of the Participating Public Agencies.	Supplier agrees that while this agreement brings significant value to Participating Public Agencies it is not an exclusive agreement and can be utilized at the discretion of the Participating Public Agencies.
2.4 Sales and Marketing Commitment.	Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's best overall value to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.	<i>Delete strikethrough:</i> <i>Insert in Italics:</i> Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's best overall value to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to comparable to the compensation and incentives earned under other contracts to Public Agencies.	Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement. Supplier's sales force compensation and incentives shall be comparable to the compensation and incentives earned under other contracts to Public Agencies.
2.4 Sales and Marketing Commitment (i) Supplier Sales	(i) Supplier shall be responsible for proactive sales of Suppliers Products and Services to Public Agencies and the timely follow-up to sales leads identified by GovMVMТ. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiative are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the GovMVMТ logo. GovMVMТ hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the GovMVMТ name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the GovMVMТ name, trademark, or logo shall inure to the benefit of GovMVMТ. GovMVMТ shall provide Supplier with its logo and the standards to be employed in the use of the logo for the purposes of reproducing and using Supplier's name and log in connection with the	Delete Strikethrough: Insert in Italics: (i) Supplier shall be responsible for proactive sales of Suppliers Products and Services to Participating Public Agencies and the timely follow-up to sales leads identified by GovMVMТ. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiative are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall may include the GovMVMТ logo. GovMVMТ hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the GovMVMТ name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the GovMVMТ name, trademark, or logo shall inure to the benefit of GovMVMТ. GovMVMТ shall provide Supplier with its logo and the standards to be employed in the use of the logo for the purposes of reproducing and using	(i) Supplier shall be responsible for proactive sales of Suppliers Products and Services to Participating Public Agencies and the timely follow-up to sales leads identified by GovMVMТ. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiative are encouraged. Supplier's sales materials targeted towards Public Agencies may include the GovMVMТ logo. GovMVMТ hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the GovMVMТ name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the GovMVMТ name, trademark, or logo shall inure to the benefit of GovMVMТ. GovMVMТ shall provide Supplier with its logo and the standards to be employed in the use of the logo for the purposes of reproducing and using Supplier's name and log in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist GovMVMТ by providing camera-ready logos and by

	advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist GovMVMt by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's initiative shall communicate that (i) the Master agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Suppliers best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.	Supplier's name and log in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist GovMVMt by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's initiative shall communicate that (i) the Master agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Suppliers best overall competitive pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.	participating in related trade shows and conferences. At a minimum, Supplier's initiative shall communicate that (i) the Master agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides competitive pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.
2.4 Sales and Marketing Commitment (ii) Branding and Logo Compliance	Supplier shall be responsible for complying with the GovMVMt branding and logo standards and guidelines. Prior to use by Supplier, all GovMVMt related marketing material must be submitted to GovMVMt for review and approval.	Delete Strikethrough: Insert in Italics: Supplier Either party shall be responsible for complying with the GovMVMt other party's branding and logo standards and guidelines. Prior to use by Supplier's either party , all GovMVMt related marketing material must be submitted to GovMVMt the other party for review and approval.	Either party shall be responsible for complying with the other party's branding and logo standards and guidelines. Prior to use by either party, all related marketing material must be submitted to the other party for review and approval.
2.4 Sales and Marketing Commitment (iv) Participating Public Agency Access.	(iv) Supplier shall establish the following communication links to facilitate customer access and communication:	Delete Strikethrough: Insert in Italics: Supplier shall may establish the following communication links to facilitate customer access and communications:	Supplier may establish the following communication links to facilitate customer access and communications:
	(iv) (A) A dedicated GovMVMt internet web-based home page that is accessible from Supplier's home page or main menu navigation containing:	Delete Strikethrough: (iv) (A) A dedicated GovMVMt internet web-based home page that is accessible from Supplier's home page or main menu navigation containing:	(iv) (A) A GovMVMt web-based home page that is accessible from Supplier's home page or main menu navigation containing:
	(iv) (A)(7) A dedicated toll-free national hotline for inquiries regarding GovMVMt; and	Delete Strikethrough: (iv) (A)(7) A dedicated toll-free national hotline for inquiries regarding GovMVMt; and	(iv) (A)(7) A toll-free national hotline for inquiries regarding GovMVMt; and
2.4 Sales and Marketing Commitment (v) Electronic Registration:	(v) Supplier shall be responsible for ensuring that each Public Agency has completed GovMVMt' online registration process prior to processing the Public Agency's first sales order.	Delete Strikethrough: Insert in Italics: (v) Supplier shall be responsible for ensuring that encourage each Public Agency has to completed GovMVMt' online registration process prior to processing the Public Agency's first sales order.	(v) Supplier encourage each Public Agency to complete GovMVMt' online registration process prior to processing the Public Agency's first sales order.
2.4 Sales and Marketing	(vii) Supplier may, from time to time, provide certain graphics, media, and other content	Insert in Italics: (vii) Supplier may, from time to time, provide	(vii) Supplier may, from time to time, provide certain graphics, media, and other content to GovMVMt

Commitment (vii) Supplier Content	to GovMVM T (collectively “Supplier Content”) for use on GovMVM T websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to GovMVM T and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content in connection with GovMVM T websites and for general marketing and publicity purpose, with the right to sublicense each and every such right. Supplier warrants that (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier content and any other materials or services provided to GovMVM T as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.	certain graphics, media, and other content to GovMVM T (collectively “Supplier Content”) for use on GovMVM T websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to GovMVM T and its affiliates a non-exclusive, worldwide, free, non-transferrable, revocable license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content in connection with GovMVM T websites and for general marketing and publicity purpose, with the right, upon supplier’s content , to sublicense each and every such right. Supplier warrants that (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier content and any other materials or services provided to GovMVM T as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.	(collectively “Supplier Content”) for use on GovMVM T websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to GovMVM T and its affiliates a non-exclusive, worldwide, free, non-transferrable, revocable license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content in connection with GovMVM T websites and for general marketing and publicity purpose, with the right, upon supplier’s content, to sublicense each and every such right. Supplier warrants that (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier content and any other materials or services provided to GovMVM T as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.
Exhibit C ADMINISTRATION AGREEMENT RECITALS Paragraph 2	WHEREAS, The Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a “Public Agency” and collectively, “Public Agencies”) may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with GovMVM T in which case the Public Agency becomes a “Participating Public Agency”;	<i>Insert in Italics:</i> WHEREAS, The Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a “Public Agency” and collectively, “Public Agencies”) may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with GovMVM T <i>and election to purchase from Supplier under the Master Agreement</i> , in which case the Public Agency becomes a “Participating Public Agency”;	WHEREAS, The Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a “Public Agency” and collectively, “Public Agencies”) may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with GovMVM T and election to purchase from Supplier under the Master Agreement, in which case the Public Agency becomes a “Participating Public Agency”;
ARTICLE III REPRESENTATIONS AND COVENANTS 3.3 Supplier’s Representations (a)(i)	(a)(i) A true partnership: Supplier shall have full commitment of the Master Agreement from the highest executive level of the organization at any given time. This includes being supported by the supplier’s senior executive management.	<i>Delete Strikethrough:</i> A true partnership. Supplier shall have full commitment of the Master Agreement from the highest executive level of the organization at any given time. This includes being supported by the supplier’s senior executive	(a)(i) Supplier shall have full commitment of the Master Agreement from the highest executive level of the organization at any given time. This includes being supported by the supplier’s senior executive management.

		management.	
	(a)(ii) The pricing, terms and conditions of the Master Agreement shall be the Supplier's preferred contractual offering of Products and Services to all eligible Public Agencies. All of Suppliers direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's preferred offering and not just one of Supplier's contract options.	Delete Strikethrough: Insert in Italics: (a)(ii) The pricing, terms and conditions of the Master Agreement shall be the Supplier's preferred contractual offering of Products and Services to all eligible Public Agencies. All of Suppliers direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement <i>provides significant benefits to Participating Public Agencies.</i> is Supplier's preferred offering and not just one of Supplier's contract options.	(a)(ii) Suppliers direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement provides significant benefits to Participating Public Agencies.
	(a)(iii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors, and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.	Delete Strikethrough: Insert in Italics: (a)(iii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors, and representatives) shall always present the Master Agreement when marketing Products or Services to <i>appropriate</i> Public Agencies.	(a)(iii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors, and representatives) shall present the Master Agreement when marketing Products or Services to appropriate Public Agencies.
	(a)(iv) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.	Delete Strikethrough: Insert in Italics: (a)(iv) Supplier shall advise all <i>appropriate</i> Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.	(a)(iv) Supplier shall advise appropriate Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.
	(a)(v) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.	Delete Strikethrough: Insert in Italics: (a)(v) Upon authorization <i>registration</i> by a <i>such</i> Public Agency, <i>as a Participating Public Agency</i>, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.	(a)(v) Upon registration by such Public Agency, as a Participating Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.
(a)(vi) Last Sentence	(a)(vi) Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's GovMVMТ program and linked to GovMVMТ website and shall implement and support such web page.	Delete Strikethrough: Insert in Italics: (a)(vi) Supplier shall also provide the personnel necessary to <i>may</i> implement and support a supplier <i>Supplier</i>-based internet web page dedicated to Supplier's GovMVMТ program and linked to GovMVMТ website and shall implement and support such web page.	(a)(vi) Supplier <i>may</i> implement and support a Supplier-based internet web page dedicated to Supplier's GovMVMТ program and linked to GovMVMТ website and shall implement and support such web page.

	(a)(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall offer the Master Agreement to all Public Agencies located within the state.	Delete Strikethrough: Insert in Italics: (a)(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's <i>registration to become a Participating Public Agency.</i> request- Regardless of whether the state decides to transition to the Master Agreement, Supplier shall offer the Master Agreement to all Public Agencies located within the state.	(a)(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's registration to become a Participating Public Agency.
3.3 Supplier's Representations (b) Value Commitment (i)	(b)(i) Supplier represents to GovMVMt that the overall pricing in the scope of products and services offered under the Master Agreement is equal to or better than any other pricing options it offers to public agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.	Delete Strikethrough: Insert in Italics: (b)(i) Supplier represents to GovMVMt that the overall pricing in the scope of products and services <i>Products and Services</i> offered under the Master Agreement is equal to or better than competitive with <i>an aggregate</i> any other pricing options it offers to public Public agencies <i>Public Agencies</i>. Supplier's pricing shall be evaluated on either an overall project an aggregate basis or the Public Agency's actual usage for more frequently purchased Products and Services considering applicable market conditions.	(b)(i) Supplier represents to GovMVMt that the overall pricing of Products and Services offered under the Master Agreement is competitive with any other pricing options it offers to Public Agencies. Supplier's pricing shall be evaluated an aggregate basis considering applicable market conditions.
	(b)(ii) Contract Offering Lower Prices: If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.	Delete Strikethrough: Insert in Italics: If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices. (A) Supplier holds a state contract with	Intentionally Omitted

	(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state. (B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members. (iii)(ii) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency	lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state. (B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members. (iii)(ii) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency	
(b)(iv) changed to (iii) Deviating Buying Patterns	(iii) Occasionally GovMVMT and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs. Supplier may address the issues by lowering the price under the Master Agreement on the item(s) causing the large deviation for the Public Agency. Supplier would not be required to lower the price for other Public Agencies.	Delete Strikethrough: Insert in Italics: (iii) Occasionally GovMVMT and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions and causes Supplier's pricing under the Master Agreement to <i>not be higher than competitive with</i> an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs. Supplier may address the issues by lowering the price under the Master Agreement on the item(s) causing the large deviation for the Public Agency. Supplier would not be required to lower the price for other Public Agencies.	(iii) Occasionally GovMVMT and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions and causes Supplier's pricing under the Master Agreement to not be competitive with an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs. Supplier may address the issues by lowering the price under the Master Agreement on the item(s) causing the large deviation for the Public Agency.
	(b)(v) Supplier's Options in Responding to a Third-Party Procurement Solicitation.	Delete (b)(v) replace (b)(iv) Supplier's Options in Responding to a Third-Party Procurement Solicitation	(b)(iv) Supplier's Options in Responding to a Third-Party Procurement Solicitation

	(b)(iv)(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement	<i>Insert in Italics:</i> (b)(iv)(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would <i>not</i> be reported as sales under the Master Agreement	(b)(iv)(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would not be reported as sales under the Master Agreement
	(b)(iv)(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.	<i>Delete Strikethrough:</i> <i>Insert in Italics:</i> (b)(iv)(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would <i>not</i> be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.	(b)(iv)(C) Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would not be reported as sales under the Master Agreement.
	(b)(iv)(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.	<i>Delete Strikethrough:</i> <i>Insert in Italics:</i> (b)(iv)(D) <i>If the awarding Public Agency does not register as a Participating Public Agency, then the sales would not be reported as sales under the Master Agreement; provided, however, Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If</i> if awarded a contract, Supplier shall still be bound by <i>all applicable</i> obligations set forth in this Section 3.3, including, without limitation, the <i>any</i> requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.	(b)(iv)(D) If the awarding Public Agency does not register as a Participating Public Agency, then the sales would not be reported as sales under the Master Agreement; provided, however, if awarded a contract, Supplier shall still be bound by applicable obligations set forth in this Section 3.3, including, without limitation, any requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.
	(b)(iv) (E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.	<i>Delete Strikethrough:</i> <i>Insert in Italics:</i> (b)(iv) (E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if If an alternative response is permitted, <i>then</i> Supplier may offer the pricing under the Master Agreement as an alternative for consideration.	(b)(iv) (E) If an alternative response is permitted, then Supplier may offer the pricing under the Master Agreement as an alternative for consideration.
3.3 Supplier's Representations (c)	Supplier shall demonstrate the value, competitive scope, and differentiating	<i>Delete Strikethrough:</i> <i>Insert in Italics:</i>	Supplier shall demonstrate the value, competitive scope, and differentiating factors of the agreement

Differentiator Commitment (first paragraph)	factors of the agreement against alternative procurement options in the marketplace at every opportunity. The success of this program lies directly with properly positioning this contract vehicle as the premier cooperative purchasing option for public agencies.	Supplier shall demonstrate the value, competitive scope, and differentiating factors of the agreement against alternative procurement options in the marketplace at every appropriate opportunity. The success of this program lies directly with properly positioning this contract vehicle as the premier cooperative purchasing option for public agencies Participating Public Agencies .	against alternative procurement options in the marketplace at every appropriate opportunity. The success of this program lies directly with properly positioning this contract vehicle as the premier cooperative purchasing option for Participating Public Agencies.
3.3 Supplier's Representations (c) Differentiator Commitment (last sentence)	Supplier agrees that while this agreement brings significant value to Public Agencies, it is not an exclusive agreement and can be utilized at the discretion of the participating Public Agencies.	<i>Insert in Italics:</i> Supplier agrees that while this agreement brings significant value to Participating Public Agencies, it is not an exclusive agreement and can be utilized at the discretion of the participating Public Agencies.	Supplier agrees that while this agreement brings significant value to Participating Public Agencies, it is not an exclusive agreement and can be utilized at the discretion of the participating Public Agencies.
3.3 Supplier's Representations (d) Sales Marketing Commitment	Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to properly position the value of the Master Agreement as Supplier's preferred contract for Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.	<i>Delete Strikethrough:</i> <i>Insert in Italics:</i> Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to properly position the value of the Master Agreement as Supplier's preferred contract for Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal comparable to the compensation and incentives earned under other contracts to Public Agencies.	Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to properly position the value of the Master Agreement. Supplier's sales force compensation and incentives shall be comparable to the compensation and incentives earned under other contracts to Public Agencies.
(d)(i) Supplier Sales	<i>Delete Strikethrough:</i> <i>Insert in Italics:</i> Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by GovMVMТ. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. Supplier's sales materials targeted towards Public Agencies should include the GovMVMТ logo. GovMVMТ hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the GovMVMТ name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the GovMVMТ name,	<i>Delete Strikethrough:</i> <i>Insert in Italics:</i> Supplier shall be responsible for proactive sales of Supplier's Products and Services to Participating Public Agencies and the timely follow-up to sales leads identified by GovMVMТ. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. Supplier's sales materials targeted towards Public Agencies should may include the GovMVMТ logo. GovMVMТ hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the GovMVMТ name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the GovMVMТ name,	Supplier shall be responsible for proactive sales of Supplier's Products and Services to Participating Public Agencies and the timely follow-up to sales leads identified by GovMVMТ. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. Supplier's sales materials targeted towards Public Agencies may include the GovMVMТ logo. GovMVMТ hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the GovMVMТ name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the GovMVMТ name, trademark, or logo shall insure to the benefit of GovMVMТ. GovMVMТ shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of

	trademark, or logo shall insure to the benefit of GovMVMT. GovMVMT shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide GovMVMT with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist GovMVMT by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides pricing equal to or better than the Supplier's best available-pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.	trademark, or logo shall insure to the benefit of GovMVMT. GovMVMT shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide GovMVMT with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist GovMVMT by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides pricing equal to or better than the Supplier's best available competitive pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.	the Agreement, the Supplier shall provide GovMVMT with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist GovMVMT by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides pricing competitive pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.
(d)(ii) Branding and logo Compliance	Supplier shall be responsible for complying with the GovMVMT branding and logo standards and guidelines. Prior to use by Supplier all GovMVMT related marketing material must be submitted to GovMVMT for review and approval.	Delete Strikethrough: Insert in Italics: Supplier Each party shall be responsible for complying with the GovMVMT other party's branding and logo standards and guidelines. Prior to use by Supplier all GovMVMT related marketing material must be submitted to GovMVMT the other party for review and approval.	Each party shall be responsible for complying with the other party's branding and logo standards and guidelines. Prior to use by Supplier all related marketing material must be submitted to the other party for review and approval.
(d)(iv) Participating Public Agency Access	Supplier shall establish the following communication links to facilitate customer access and communication:	Delete Strikethrough: Insert in Italics: Supplier shall may establish the following communication links to facilitate customer access and communication:	Supplier may establish the following communication links to facilitate customer access and communication:
(d)(iv)(A)	A dedicated GovMVMT internet web-based homepage that is accessible from Supplier's home page or main menu navigation containing:	Delete Strikethrough: A dedicated GovMVMT internet web-based homepage that is accessible from Supplier's home page or main menu navigation containing:	A GovMVMT web-based homepage that is accessible from Supplier's home page or main menu navigation containing:
(d)(iv)(A)(7)	A dedicated toll-free national hotline for inquiries regarding GovMVMT.	Delete Strikethrough: A dedicated toll-free national hotline for	A toll-free national hotline for inquiries regarding GovMVMT.

		inquiries regarding GovMVMt.	
(vi) changed to (v) Electronic Registration	Supplier shall be responsible for ensuring that each Public Agency has to complete GovMVMt's online registration process prior to processing the Public Agency's first sales order.	Delete Strikethrough: Insert in Italics: Supplier shall be responsible for ensuring that encourage each Public Agency has to completed GovMVMt's online registration process prior to processing the Public Agency's first sales order.	Supplier shall encourage each Public Agency to complete GovMVMt's online registration process prior to processing the Public Agency's first sales order.
(vii) changed to (vi) Supplier's Performance Review.	All language remains the same other than subsection numbering.		
(viii) Changed to (vii) Supplier Content	Supplier may, from time to time, provide certain graphics, media, and other content to GovMVMt (collectively "Supplier Content") for use on GovMVMt websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to GovMVMt and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content in connection with GovMVMt websites and for general marketing and publicity purposes, with the right, to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to GovMVMt as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party	Insert in Italics: Supplier may, from time to time, provide certain graphics, media, and other content to GovMVMt (collectively "Supplier Content") for use on GovMVMt websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to GovMVMt and its affiliates a non-exclusive , worldwide, free, non-transferable, revocable license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content in connection with GovMVMt websites and for general marketing and publicity purposes, with the right, upon Supplier's consent , to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to GovMVMt as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party	Supplier may, from time to time, provide certain graphics, media, and other content to GovMVMt (collectively "Supplier Content") for use on GovMVMt websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to GovMVMt and its affiliates a non-exclusive, worldwide, free, non-transferrable, revocable license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content in connection with GovMVMt websites and for general marketing and publicity purposes, with the right, upon Supplier's consent, to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to GovMVMt as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party
3.4 Breach of Supplier's Representation and Covenants	The representations and covenants set forth in this Agreement are the foundation of the relationship between GovMVMt and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of	Insert in Italics: The representations and covenants set forth in this Agreement are the foundation of the relationship between GovMVMt and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the material representations and covenants set forth in this Agreement, Supplier shall have ninety (90)	The representations and covenants set forth in this Agreement are the foundation of the relationship between GovMVMt and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the material representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the written notice of default to cure such violation or non-compliance

	default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at GovMVMТ's sole discretion.	days from the written notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at GovMVMТ's sole discretion.	and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at GovMVMТ's sole discretion.
3.5 Indemnity	Supplier hereby agrees to indemnify and defend GovMVMТ, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.	Delete Strickthrough: Insert in Italics: Supplier hereby agrees to indemnify and defend GovMVMТ, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all actual and direct claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, to the extent arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in negligent acts or willful misconduct in its performance of this Agreement.	Supplier hereby agrees to indemnify and defend GovMVMТ, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, and representatives from and against actual and direct claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs), to the extent arising from or relating to, any negligent acts or willful misconduct in its performance of this Agreement.
ARTICL IV PRICING AUDITS 4.1	Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. GovMVMТ and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. GovMVMТ shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at GovMVMТ's sole cost and expense. Notwithstanding the forgoing, in the event that GovMVMТ is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconstant with the pricing under the master Agreement, GovMVMТ shall have the ability to conduct a	Delete Strikethrough: Insert in Italics: Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. GovMVMТ and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. GovMVMТ shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at GovMVMТ's sole cost and expense upon not less than five (5) business days' prior written notice, and no more frequently than once per calendar year. Notwithstanding the forgoing, in the event that GovMVMТ is made aware of any pricing	Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. GovMVMТ and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. GovMVMТ shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at GovMVMТ's sole cost and expense upon not less than five (5) business days' prior written notice, and no more frequently than once per calendar year. GovMVMТ may conduct the audit internally or may engage a third-party auditing firm (approved by Supplier) on a non-contingent basis. GovMVMТ or Lead Public Agency (as applicable) shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the

	reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice.- GovMVMT may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location were kept in the ordinary course of business by Supplier.	being offered to three (3) or more Participating Public Agencies that is materially inconstant with the pricing under the master Agreement, GovMVMT shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. GovMVMT may conduct the audit internally or may engage a third-party auditing firm (approved by Supplier) on a non-contingent basis. GovMVMT or Lead Public Agency Supplier (as applicable) shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location were kept in the ordinary course of business by Supplier.	location where kept in the ordinary course of business by Supplier.
ARTICLE V FEES & REPORTING Administrative Fees	Supplier shall pay to GovMVMT a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of one and three-quarter percent (1.75% or lower according to the volume tiers below) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). GovMVMT was founded on the principle of large volumes of purchases resulting in aggressive discounts and a great resulting value for those purchasing entities. We believe in additional value and increased savings that result from growth in the program and larger spend volume. This value should exist for the public agency and the supplier, and thus an incentivized tier structure has been developed to assure that these savings are passed along to the agencies and suppliers in the program. Tiered Administrative fees are outlined below based on Suppliers Annual sales volume. Supplier's annual sales shall be measured on a calendar year basis. All administrative Fees shall be payable in U.S. Dollars and shall be made by wire to GovMVMT, or its designee or trustee as may be directed in writing by GovMVMT.	Delete Strikethrough: Insert in Italics: Supplier shall pay to GovMVMT a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes and other appropriate exclusions, in the amount of one and three-quarter percent (1. 750 % or lower according to the volume tiers below) of aggregate purchases made by Participating Public Agencies during each calendar month (individually and collectively, "Administrative Fees"). GovMVMT was founded on the principle of large volumes of purchases resulting in aggressive discounts and a great resulting value for those purchasing entities. We believe in additional value and increased savings that result from growth in the program and larger spend volume. This value should exist for the public agency and the supplier, and thus an incentivized tier structure has been developed to assure that these savings are passed along to the agencies and suppliers in the program. Tiered Administrative fees are outlined below based on Suppliers Annual sales volume. Supplier's annual sales shall be measured on a calendar year basis. All administrative Fees shall be payable in U.S. Dollars and shall be	Delete Strikethrough: Insert in Italics: Supplier shall pay to GovMVMT a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes and other appropriate exclusions, in the amount of one percent (1. 0% or lower according to the volume tiers below) of aggregate purchases made by Participating Public Agencies during each calendar month (individually and collectively, "Administrative Fees").

		made by wire to GovMVMT, or its designee or trustee as may be directed in writing by GovMVMT.	
Change to 5.1	Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month of purchases shipped and billed during such calendar month. GovMVMT agrees to pay the Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.		
Administrative Fee Tiers* TABLE	Administrative Fee Tiers Table Deleted in its entirety.	Delete Administrative Fee Tiers Table	Intentionally Omitted
	* Tiered administrative fee structure is based on annual reported sales volume. Sales volume is calculated from January 1 st – December 31 st of the current calendar year. When a tier level is met, supplier will be moved to subsequent fee percentage on the next reported monthly report.	Delete Strikethrough: * Tiered administrative fee structure is based on annual reported sales volume. Sales volume is calculated from January 1st – December 31st of the current calendar year. When a tier level is met, supplier will be moved to subsequent fee percentage on the next reported monthly report.	Intentionally Omitted
Change to 5.2 Sales Reports.	Within thirty (30) days of the end of each calendar month, Supplier shall deliver to GovMVMT an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by GovMVMT against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. GovMVMT reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its future	Language to remain the same, only subsection numbering changed.	Within thirty (30) days of the end of each calendar month, Supplier shall deliver to GovMVMT an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by GovMVMT against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. GovMVMT reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its future potential program sponsors and state associations

	potential program sponsors and state associations.		
Change to 5.3 Exception Reporting/Sales Reports Audits	GovMVMT or its designee may at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, future potential sponsors, advisory council members or GovMVMT staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by GovMVMT, GovMVMT shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to GovMVMT's reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to GovMVMT's trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to GovMVMT in writing to reporting@govmvmt.org. If Supplier does not resolve the discrepancy to GovMVMT's reasonable satisfaction within thirty (30) days, GovMVMT shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.	Delete Strikethrough: Insert in Italics: GovMVMT or its designee may at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, future potential sponsors, advisory council members or GovMVMT staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by GovMVMT, GovMVMT shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to GovMVMT's reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to GovMVMT's trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to GovMVMT in writing to reporting@govmvmt.org. If Supplier does not resolve the discrepancy to GovMVMT's reasonable satisfaction within thirty (30) days, GovMVMT shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit. <i>GovMVMT or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, future potential sponsors, advisory council members or GovMVMT staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by GovMVMT, GovMVMT shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy. Upon resolution of the discrepancy, Supplier or GovMVMT, as applicable, shall remit payment to the other party within fifteen (15) calendar days. Any questions regarding an exception report should be directed to GovMVMT in writing to reporting@govmvmt.org. If Supplier does not resolve the discrepancy within thirty (30) days, GovMVMT shall have the right to engage outside services to conduct an independent audit of Supplier's reports at its cost.</i>	GovMVMT or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, future potential sponsors, advisory council members or GovMVMT staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by GovMVMT, GovMVMT shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy. Upon resolution of the discrepancy, Supplier or GovMVMT, as applicable, shall remit payment to the other party within fifteen (15) calendar days. Any questions regarding an exception report should be directed to GovMVMT in writing to reporting@govmvmt.org. If Supplier does not resolve the discrepancy within thirty (30) days, GovMVMT shall have the right to engage outside services to conduct an independent audit of Supplier's reports at its cost.

		<i>party within fifteen (15) calendar days. Any questions regarding an exception report should be directed to GovMVMT in writing to reporting@govmvt.org. If Supplier does not resolve the discrepancy within thirty (30) days, GovMVMT shall have the right to engage outside services to conduct an independent audit of Supplier's reports at its cost.</i>	
5.6 Supplier's Failure to Provide Reports or Pay Administrative Fees	Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed as cause for termination of the Master Agreement at Lead Public Agency's sole discretion on this Agreement at GovMVMT's sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one- and one-half percent (1.5%) per month until paid in full.	Delete Strikethrough: Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed as cause for termination of the Master Agreement at Lead Public Agency's sole discretion on this Agreement at GovMVMT's sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one- and one-half percent (1.5%) per month until paid in full.	Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed as cause for termination of the Master Agreement at Lead Public Agency's sole discretion on this Agreement at GovMVMT's sole discretion.
MISCELLANEOUS Change to 6.1 Entire Agreement	This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.	Language to remain the same, subsection number change to 6.1	This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
6.1 changed to 6.2 Assignment			
6.2 (a) Supplier	Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of GovMVMT, and any assignment without such consent shall be void.	Insert in Italics: Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of GovMVMT, <i>which consent shall not be unreasonably withheld</i> , and any assignment without such consent shall be void.	Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of GovMVMT, which consent shall not be unreasonably withheld, and any assignment without such consent shall be void.
6.3 Notice Supplier		Insert in Italics: <i>HD Supply Facilities Maintenance, Ltd. 3400 Cumberland Blvd. SE Atlanta, GA 30339-4435</i>	HD Supply Facilities Maintenance, Ltd. 3400 Cumberland Blvd. SE Atlanta, GA 30339-4435

6.7 Modifications.	This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.	<i>Insert in Italics:</i> This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto, <i>and no consent of any third party shall be required.</i>	This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto, and no consent of any third party shall be required.
6.8 Governing Law; Arbitration	This Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.	<i>Delete Strikethrough:</i> <i>Insert in Italics:</i> This Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware <i>Georgia</i> , without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware <i>Georgia</i> .	This Agreement will be governed by and interpreted in accordance with the laws of the State of Georgia, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Georgia.
Add subsection 6.10 Successors and Assigns	This Agreement shall inure to the benefit of and shall be binding upon GovMVMТ, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.	<i>Language for 6.10 Successors and Assigns</i> <i>This Agreement shall inure to the benefit of and shall be binding upon GovMVMТ, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.</i>	This Agreement shall inure to the benefit of and shall be binding upon GovMVMТ, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.
Add Subsection 6.11 Third Party Beneficiaries	No Original Language	<i>Insert in Italics:</i> <i>This Agreement is entered into solely between, and may be enforced only by, GovMVMТ and Supplier, and this Agreement shall not be deemed to create any rights in third parties, including the Lead Agency or any Participating Public Agencies, or to create any obligations of a party to any such third parties.</i>	This Agreement is entered into solely between, and may be enforced only by, GovMVMТ and Supplier, and this Agreement shall not be deemed to create any rights in third parties, including the Lead Agency or any Participating Public Agencies, or to create any obligations of a party to any such third parties.
Exhibit D MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT RECITALS	WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products, and services to the applicable Lead Public Agency and the Participating Public Agencies:	<i>Delete Strikethrough:</i> <i>Insert in Italics:</i> WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master master Agreements <i>agreements ("Master Agreements")</i> with Lead Public Agencies to provide a variety of goods, products, and services to the applicable Lead Public Agency and the Participating Public Agencies:	WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into master agreements ("Master Agreements") with Lead Public Agencies to provide a variety of goods, products, and services to the applicable Lead Public Agency and the Participating Public Agencies:
EXHIBIT F FEDERAL FUNDS CONTRACT PROVISIONS (First	Participating Public Agencies may choose to utilize federal funds to purchase under the Master Agreement. This Exhibit includes	<i>Insert in Italics:</i> Participating Public Agencies may choose to utilize federal funds to purchase under the	Participating Public Agencies may choose to utilize federal funds to purchase under the Master Agreement. The Participating Public Agency must

paragraph)	language that meets the requirements of Appendix II to the Federal Uniform Guidance. Complete this Exhibit F and Submit as part of your response.	Master Agreement. <i>The Participating Public Agency must notify the Contractor in writing each time the Participation Public Agency utilizes federal funds.</i> This Exhibit includes language that meets the requirements of Appendix II to the Federal Uniform Guidance. Complete this Exhibit F and Submit as part of your response.	notify the Contractor in writing each time the Participation Public Agency utilizes federal funds. This Exhibit includes language that meets the requirements of Appendix II to the Federal Uniform Guidance. Complete this Exhibit F and Submit as part of your response.
EXHIBIT F FEDERAL FUNDS CONTRACT PROVISIONS Subsection Uniform Guidance: (Last paragraph)	The following certifications and provisions may be required and apply with a Participating Public Agency spends federal funds for any purchase resulting from this procurement process. Pursuant to 2 CFR § 200.237, all contracts, including small purchases, awarded by the Participating Public Agency and the Participating Public Agency's Contractors and Subcontractors shall contain the procurement provisions of Appendix II to CFR Part 200, as applicable	Delete Strikethrough: Insert in Italics: The following certifications and provisions may be required and apply with if a Participating Public Agency spends federal funds for any purchase resulting from this procurement process. Pursuant to 2 CFR § 200.237, all contracts, including small purchases, awarded by the Participating Public Agency and the Participating Public Agency's Contractors and Subcontractors shall contain the procurement provisions of Appendix II to CFR Part 200, as applicable. <i>Upon prior written notice to Contractor that the Participating Public Agency intends to utilize federal funds, Contractor agrees to include the following Appendix II to CFR 200 into all such contracts, including small purchases, as applicable.</i>	The following certifications and provisions may be required and apply if a Participating Public Agency spends federal funds for any purchase resulting from this procurement process. Upon prior written notice to Contractor that the Participating Public Agency intends to utilize federal funds, Contractor agrees to include the following Appendix II to CFR 200 into all such contracts, including small purchases, as applicable.
EXHIBIT F FEDERAL FUNDS CONTRACT PROVISIONS – APPENDIX II to 2 CFR 200- (Last Paragraph)	Supplier agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that Supplier certifies compliance with all provisions, laws acts, regulations, etc. as specifically noted above.	<i>Delete Strikethrough:</i> <i>Insert in Italics:</i> Supplier agrees to comply <i>use commercially reasonable efforts to ensure compliance</i> with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that Supplier certifies compliance with all provisions, laws acts, regulations, etc. as specifically noted above.	Supplier agrees to use commercially reasonable efforts to ensure compliance with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that Supplier certifies compliance with all provisions, laws acts, regulations, etc. as specifically noted above.
EXHIBIT I STATE NOTICE ADDENDUM (First Paragraph)	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 GovMVMt and access the Master Agreement mad pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural	<i>Delete Strikethrough:</i> 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 GovMVMt and access the Master Agreement made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposals for purposes of complying with	Pursuant to certain state notice provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with GovMVMt and access the Master Agreement made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statues:

	requirements of said statutes:	the procedural requirements of said statutes:	
Cobb County General Instructions for Proposers, Terms and Conditions IX. Insurance (A) Requirement:	Contractor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.	Delete Strikethrough: Insert in Italics: Contractor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from be caused, in whole or in part by, or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.	Contractor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may be caused, in whole or in part by, performance of the Work hereunder by the Contractor, representatives, employees, or subcontractors. OK per Brenda
B. Minimum Limits of Insurance: (i)	Commercial General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent contractors and contractual liability (specifically covering the indemnity), broad-from property damage, an underground, explosions and collapse hazard. This coverage may be achieved by using excess or umbrella policy. The policy or policies must be on “an occurrence” basis (‘claims made” coverage is not acceptable).	Delete Strikethrough: Insert in Italics: Commercial General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom caused, in whole or in part by, damage for premises/operations, products/completed operations, independent contractors and contractual liability (specifically covering the indemnity), broad-from property damage, an underground, explosions and collapse hazard. This coverage may be achieved by using excess or umbrella policy. The applicable policy or policies must be on “an occurrence” basis (‘claims made” coverage is not acceptable).	Commercial General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use caused, in whole or in part by, damage for premises/operations, products/completed operations, independent contractors and contractual liability (specifically covering the indemnity), broad-from property damage, an underground, explosions and collapse hazard. This coverage may be achieved by using excess policy. The applicable policy or policies must be on “an occurrence” basis (‘claims made” coverage is not acceptable). OK per Brenda
B. ii.	Commercial Automobile Liability (owned, non-owned and hired): \$1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.	Delete Strikethrough: Insert in Italics: Commercial Automobile Liability (owned, non-owned and hired): \$1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom caused, in whole or in part.	Commercial Automobile Liability (owned, non-owned and hired): \$1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use caused, in whole or in part. OK per Brenda
B. iv. Professional Liability (Errors and Omissions) Coverage:	\$2,000,000 per claim and in the aggregate is required, in the event a contractor is performing design, engineering or other professional services.	Delete Strikethrough: \$2,000,000 per claim and in the aggregate is required, in the event a contractor is performing design, engineering or other professional services.	Intentionally Omitted OK per Brenda (if not applicable)

B. v. Commercial Umbrella or Excess Liability Coverage:	Commercial Umbrella or Excess Liability Coverage:	Delete Strikethrough: Commercial Umbrella or Excess Liability Coverage:	B.v. Excess Liability Coverage: OK per Brenda
C. Deductibles and Self-Insured Retention	Any deductibles or self-insurance retentions must be declared to and approved by Owner so that Owner may ensure the financial solvency of the Contractor. At the option of Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Owner, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Contractor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.	Delete Strikethrough: Any deductibles or self-insurance retentions must be declared to and approved by Owner so that Owner may ensure the financial solvency of the Contractor. At the option of Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Owner, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Contractor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.	Intentionally Omitted
Change D. to C. Other Insurance Provisions (First sentence)	The policies are to contain, or be endorsed to contain, the following provisions:	Insert in Italics: The <i>applicable</i> policies are to contain, or be endorsed to contain, the following provisions:	The applicable policies are to contain, or be endorsed to contain, the following provisions: OK per Brenda
C. (i) General Liability, Automobile Liability, and Umbrella/Excess Insurance	General Liability, Automobile Liability, and Umbrella/Excess Insurance	Delete Strikethrough: General Liability, Automobile Liability, and Umbrella/ Excess Insurance	i. General Liability, Automobile Liability, and Excess Insurance OK per Brenda
C. (i)(a)	Additional Insured Requirement. Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, and volunteers and agents (hereinafter referred to as "Insured Party" or "Insured Parties") are to be covered as additional insureds , as respects: liability arising out of , activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, leased, or used by the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed	Delete Strikethrough: Insert in Italics: Additional Insured Requirement. Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, and volunteers and agents (hereinafter referred to as "Insured Party" or "Insured Parties") are to be covered as additional insureds, by scheduled or blanket endorsement , as respects: liability arising out of be caused, in whole or in part by , activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, leased, or used by the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor. The coverage	Additional Insured Requirement. Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, and volunteers (hereinafter referred to as "Insured Party" or "Insured Parties") are to be covered as additional insureds, by scheduled or blanket endorsement, as respects: liability be caused, in whole or in part by, activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, leased, or used by the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to any Insured

	to require the Contractor to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.	shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.	Party for claims asserted against such Insured Party for its sole negligence. OK per Brenda
C.(i)(c) Reporting Requirements	Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties	Insert in Italics: Any failure to comply with reporting provisions of the <i>applicable</i> policies shall not affect coverage provided to the Insured Parties	Any failure to comply with reporting provisions of the applicable policies shall not affect coverage provided to the Insured Parties OK per Brenda
Change E to D Workers' Compensation and Employers Liability Coverage	The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against Owner, and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for Owner.	Delete Strikethrough: Insert in Italics: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from <i>be caused, in whole or in part by, or in connection with</i> the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against Owner, and its officers, officials, employees and volunteers for losses arising from <i>caused, in whole or in part by,</i> the work performed by the Contractor for Owner.	The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may <i>be caused, in whole or in part by</i> the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against Owner, and its officers, officials, employees and volunteers for losses <i>caused, in whole or in part by,</i> the work performed by the Contractor for Owner. OK per Brenda
Change F to E Waiver of Subrogation	The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Contractor for Owner.	Delete Strikethrough: Insert in Italics: The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from <i>caused, in whole or in part by,</i> work performed by the Contractor for Owner.	The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses caused, in whole or in part by, work performed by the Contractor for Owner. OK per Brenda
Change G. to F All Coverages (i) Notice Requirement	Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice of by certified mail, return receipt requested, has been given to Owner, in care	Delete Strikethrough: Insert in Italics: Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice of <i>cancellation,</i>	Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled-except prior written notice of cancellation, according to state guidelines, by certified mail, return receipt requested, has been given to Owner, in care of the Cobb County [insert department name and address]. Owner reserves the right to accept alternate

	of the Cobb County [insert department name and address]. Owner reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law	according to state guidelines , by certified mail, return receipt requested, has been given to Owner, in care of the Cobb County [insert department name and address]. Owner reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law	notice terms and provisions provided they meet the minimum requirements under Georgia law
F (ii) Acceptability	The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of "A" or better and with a financial rating of Class VII or greater or be otherwise acceptable to Cobb County. All policies shall be subject to approval by Cobb County as to form and content.	Delete Strikethrough: The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of "A" or better and with a financial rating of Class VII or greater, or be otherwise acceptable to Cobb County. All policies shall be subject to approval by Cobb County as to form and content.	The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of "A" or better and with a financial rating of Class VII or greater. OK per Brenda
Change H to G. Verification of Coverage	Contractor shall furnish Owner with certificates of insurance and endorsements to the policies evidencing all coverages required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to Owner. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be received and approved by Owner before any work commences. Owner reserves the right to require complete, certified copies of all required insurance policies at any time. The contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.	Delete Strikethrough: Contractor shall furnish Owner with certificates of insurance and endorsements to the policies evidencing all coverages required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to Owner. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be received and approved by Owner before any work commences. Owner reserves the right to require complete, certified copies of all required insurance policies at any time. The contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.	Contractor shall furnish Owner with certificates of insurance and endorsements to the policies evidencing all coverages required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to Owner. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be received and approved by Owner before any work commences. The contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.
Change I to H. Subcontractors	Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be	Delete Strikethrough: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for	Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in

	subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.	subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming <i>listing</i> the Insured Parties as additional insureds.	this Agreement, including, but not limited to, listing the Insured Parties as additional insureds. OK per Brenda
XIV. Delivery Failures	Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered.-On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.	Delete Strikethrough: Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered.- On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such an amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.	Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market or rebid for articles/services of comparable grade to replace the articles/services rejected or not delivered. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.
XVII. Default	The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of any contract term. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those terminated or the County may issue a new Request for Proposal. In any event, the defaulting contractor (or his surety) shall be liable to	Delete Strikethrough: Insert in Italics: <i>The After providing written notice and reasonable opportunity to cure, the</i> contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of any contract term. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market	The <i>After providing written notice and reasonable opportunity to cure, the</i> contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of any contract term. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those terminated or the County may issue a new Request for Proposal. The contractor shall continue the performance of this contract to the

	the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on its proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.	similar to those terminated or the County may issue a new Request for Proposal. In any event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that t The contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on its proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.	extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on its proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.
XXVI. Firm Prices	Prices quoted by proposal shall be firm and best prices. Prices quoted must be valid for a minimum of ninety (90) days from the date of bid opening.	Delete Strikethrough: Insert in Italics: Prices quoted by proposal shall be firm and best <i>final</i> prices. Prices quoted must be valid for a minimum of ninety (90) days from the date of bid opening.	Prices quoted by proposal shall be firm and final prices. Prices quoted must be valid for a minimum of ninety (90) days from the date of bid opening. OK
XXVII. Indemnification	By submitting a Proposal, the Proposer hereby agrees to indemnify, defend and hold harmless the County, its departments, employees and the Board of Commissioners from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage, including but not limited to intellectual property claims, arising directly or indirectly from the submission of the Proposal hereunder, but only to the extent such claims are caused by the negligence, recklessness or intentionally wrongful conduct of the Proposer or its agents, employees, associates, subcontractors or others working at the direction of Proposer. This indemnification obligation survives beyond the submission date of the Proposal and the dissolution or, to the extent allowed by law, the bankruptcy of the Proposer.	Delete Strikethrough: Insert in Italics: By submitting a Proposal, the Proposer hereby agrees to indemnify, defend and hold harmless the County, its departments, employees and the Board of Commissioners from and against any and all actual and direct claims, demands, liabilities, losses, costs or expenses, including <i>reasonable</i> attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage, including but not limited to intellectual property claims, to the extent arising directly or indirectly from the submission of the Proposal hereunder, but only to the extent such claims are caused by the negligence, recklessness or intentionally wrongful <i>willful misconduct</i> of the Proposer or its agents, employees, associates, subcontractors or others working at the direction of Proposer. This indemnification obligation survives beyond the submission date of the Proposal and the dissolution or, to the extent allowed by law, the bankruptcy of the Proposer.	By submitting a Proposal, the Proposer hereby agrees to indemnify, defend and hold harmless the County, its departments, employees and the Board of Commissioners from and against actual and direct claims, demands, liabilities, losses, costs or expenses, including reasonable attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage, including but not limited to intellectual property claims, to the extent arising directly from the submission of the Proposal hereunder, but only to the extent such claims are caused by the negligence, willful misconduct of the Proposer or its agents, employees, associates, subcontractors or others working at the direction of Proposer. This indemnification obligation survives beyond the submission date of the Proposal and the dissolution or, to the extent allowed by law, the bankruptcy of the Proposer.

XXVIII. Indemnification/Hold Harmless (First Paragraph)	The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability of any kind whatsoever, including but not limited to attorneys' fees and other legal expenses, ("Liabilities") to the extent caused by or resulting from negligence, recklessness, or intentionally wrongful conduct arising out of the Work, performance of Contractor's contracted services, or operations by Contractor, any of its subcontractors, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or its subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to the party or person described in this Section XXVII.	Delete Strikethrough: Insert in Italics: The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all actual and direct losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all actual and direct claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability of any kind whatsoever, including but not limited to reasonable attorneys' fees and other legal expenses, ("Liabilities") to the extent caused by or resulting from negligence, recklessness, or intentionally wrongful conduct arising out of the Work, performance of Contractor's contracted services, or operations by Contractor, any of its subcontractors, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or its subcontractor may be liable, regardless of whether or not except to the extent the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to the party or person described in this Section XXVII.	The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear actual and direct losses and damages resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against actual and direct claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability, including but not limited to reasonable attorneys' fees and other legal expenses, ("Liabilities") to the extent caused by or resulting from negligence, recklessness, or intentionally wrongful conduct arising out of the Work, performance of Contractor's contracted services, or operations by Contractor, any of its subcontractors, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or its subcontractor may be liable, except to the extent the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to the party or person described in this Section XXVII.

XXVIII. Indemnification/Hold Harmless (Second Paragraph)	In any and all claims against an Indemnified Party or Indemnified Parties by an employee of the Contractor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section XXVII shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor, or its subcontractors, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.	Delete Strikethrough: In any and all claims against an Indemnified Party or Indemnified Parties by an employee of the Contractor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section XXVII shall not be limited by a limitation on amount or type of damages , compensation or benefits payable by or for the Contractor, or its subcontractors, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.	In any and all claims against an Indemnified Party or Indemnified Parties by an employee of the Contractor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section XXVII shall not be limited by a limitation on ompensation or benefits payable by or for the Contractor, or its subcontractors, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
XXVIII. Indemnification/Hold Harmless (Third Paragraph)	This obligation to indemnify, defend and hold harmless the Indemnified Party and Indemnified Parties shall survive the expiration or termination of this Agreement provided that the claims are based upon or arise out of acts or omissions that occurred during performance of this Agreement.	Delete Strikethrough: Insert in Italics: This obligation to indemnify, defend and hold harmless the Indemnified Party and Indemnified Parties shall survive the expiration or termination of this Agreement <i>provided to the extent</i> that the claims are based upon or arise out of <i>negligent</i> acts or omissions that occurred during <i>the Contractor, or its subcontractor's</i> performance of this Agreement.	This obligation to indemnify, defend and hold harmless the Indemnified Party and Indemnified Parties shall survive the expiration or termination of this Agreement to the extent that the claims are based upon or arise out of negligent acts or omissions that occurred during the Contractor, or its subcontractor's performance of this Agreement.
XXIX. Confidentiality (First Paragraph)	Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, contractors, and/or staff to likewise protect such confidential information. The-Contractor agrees that confidential information it receives or such reports, information, opinions, or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County	Delete Strikethrough: Contractor <i>Each party</i> acknowledges that it may receive confidential information of the County <i>other party</i> and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, contractors, and/or staff to likewise protect such confidential information. The Contractor <i>Each party</i> agrees that confidential information it receives or such reports, information, opinions, or conclusions that Contractor it creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County <i>other party</i> . Contractor <i>Each party</i> shall exercise reasonable precautions	Each party acknowledges that it may receive confidential information of the other party and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, contractors, and/or staff to likewise protect such confidential information.- Each party agrees that confidential information it receives or such reports, information, opinions, or conclusions that it creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the other party. Each party shall exercise reasonable precautions to prevent the unauthorized disclosure and use of the other party's information whether specifically deemed confidential or not.

	information whether specifically deemed confidential or not.	to prevent the unauthorized disclosure and use of County <i>the other party's</i> information whether specifically deemed confidential or not.	
XXXIII. Termination for Convenience	The successful Proposer will be required to enter into a contract containing a provision for termination of the contract for the County's convenience. The following is a sample of the provision. The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's <i>its</i> interest. If this contract is terminated, the County shall be liable only for goods or services delivered or accepted. The County Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes <i>becoming</i> effective. However, at the County's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.	Delete Strikethrough: Insert in Italics: The successful Proposer will be required to enter into a contract containing a provision for termination of the contract for the County's <i>either party's</i> convenience. The following is a sample of the provision. The County <i>Either party</i> , by written notice, may terminate this contract, in whole or in part, when it is in the County's <i>its</i> interest. If this contract is terminated, the County shall be liable only for goods or services delivered or accepted. The County Notice of Termination may shall be <i>shall be</i> provided to the contractor <i>other party</i> thirty (30) days prior notice before to <i>it becomes becoming</i> effective. However, at the County's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.	The successful Proposer will be required to enter into a contract containing a provision for termination of the contract for either party's convenience. The following is a sample of the provision. Either party, by written notice, may terminate this contract, in whole or in part, when it is its interest. If this contract is terminated, the County shall be liable only for goods or services delivered or accepted. Notice of Termination shall be provided to the other party thirty (30) days prior to it becoming effective.
XXXIX. Compliance with Georgia Security and Immigration Compliance Act PROCEDURES & REQUIREMENTS – BACKGROUND (Second Paragraph)	Before any bid for the physical performance of services is considered, the bid must include a signed, notarized affidavit from the contractor attesting to the following: (1) the affiant has registered with and is authorized to use the federal work authorization program;(2) the user ID number and date of authorization for the affiant; and (3) the affiant is using and will continue to use the federal work authorization program throughout the contract period. O.C.G.A. &13-10-91(b)(1). Affidavits shall be maintained for five years from the date of receipt. O.C.G.A. & 13-10-91(b)(1)	Delete Strikethrough: Before any bid for the physical performance of services is considered, the bid must include a signed, notarized affidavit from the contractor attesting to the following: (1) the affiant has registered with and is authorized to use the federal work authorization program;(2) the user ID number and date of authorization for the affiant; and (3) the affiant is using and will continue to use the federal work authorization program throughout the contract period. O.C.G.A. &13-10-91(b)(1). Affidavits shall be maintained for five years from the date of receipt. O.C.G.A. & 13-10-91(b)(3)	Intentionally Omitted
XXXIX. Compliance with Georgia Security and Immigration	Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of the	Delete Strikethrough: Upon contracting with a new subcontractor, a contractor or	Intentionally Omitted

Compliance Act PROCEDURES & REQUIREMENTS - BACKGROUND (Third Paragraph)	contract or subcontract, provide Cobb County with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit including the subcontractor's name, address, user ID number, and date of authorization to use the federal work authorization program. O.C.G.A. & 13.10-91-(b)(3)	subcontractor shall, as a condition of the contract or subcontract, provide Cobb County with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit including the subcontractor's name, address, user ID number, and date of authorization to use the federal work authorization program. O.C.G.A. & 13.10-91-(b)(3)	
XXXIX. Compliance with Georgia Security and Immigration Compliance Act PROCEDURES & REQUIREMENTS - BACKGROUND (fourth Paragraph)	Based upon the County's experience and desire for full compliance, no work may be commenced by any subsequent subcontractor prior to notice being received by the County that the subcontractor (regardless of tier) is in compliance with the law and the attached Procedures & Requirements, including the preparation and submission of the Contractor (or Subcontractor) Affidavit & Agreement AND the Immigration Compliance Certificate PRIOR to the commencement of any work	Delete Strikethrough: Based upon the County's experience and desire for full compliance, no work may be commenced by any subsequent subcontractor prior to notice being received by the County that the subcontractor (regardless of tier) is in compliance with the law and the attached Procedures & Requirements, including the preparation and submission of the Contractor (or Subcontractor) Affidavit & Agreement AND the Immigration Compliance Certificate PRIOR to the commencement of any work	Based upon the County's experience and desire for full compliance, no work may be commenced by any subsequent subcontractor prior to notice being received by the County that the subcontractor (regardless of tier) is in compliance with the law and the attached Procedures & Requirements, including the preparation and submission of the Contractor (or Subcontractor) Affidavit & Agreement AND the PRIOR to the commencement of any work
XXXIX. Compliance with Georgia Security and Immigration Compliance Act PROCEDURES & REQUIREMENTS (3)(b)	(b) That the contractor (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the "Immigration Compliance Certification" and that such certification be received by the Conty prior to the commencement of any work under the contract or subcontract;	Delete Strikethrough: (b) That the contractor (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the "Immigration Compliance Certification" and that such certification be received by the Conty prior to the commencement of any work under the contract or subcontract;	Intentionally Omitted
XXXIX. Compliance with Georgia Security and Immigration Compliance Act PROCEDURES & REQUIREMENTS (3)(c)	That the contractor (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;	Delete Strikethrough: That the contractor (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;	Intentionally Omitted
XXXIX. Compliance with Georgia Security and Immigration	That upon notice of a material breach of these provisions, the contractor (or subcontractor, regardless of tier) shall be	Insert in Italics: That upon notice of a material breach of these provisions, the contractor (or	That upon notice of a material breach of these provisions, the contractor (or subcontractor, regardless of tier) shall be entitled to cure the

Compliance Act PROCEDURES & REQUIREMENTS (3)(h) change (h) to (f)	entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.	subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) business days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.	breach within ten (10) business days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.
XXXIX. Compliance with Georgia Security and Immigration Compliance Act PROCEDURES & REQUIREMENTS (4) (Second Paragraph)	Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed "IMMIGRATION COMPLIANCE CERTIFICATION" from each subcontractor (regardless of tier) and submit the same to the County.	Delete Strikethrough: Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed "IMMIGRATION COMPLIANCE CERTIFICATION" from each subcontractor (regardless of tier) and submit the same to the County.	Intentionally Omitted
CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A) (3)	Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement:	Delete Strikethrough: Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;	Intentionally Omitted
SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1)(1)	Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);	Delete Strikethrough: Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);	Intentionally Omitted
SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1) (2)	Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.G.G.A. & 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;	Delete Strikethrough: Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.G.G.A. & 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;	Intentionally Omitted
SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1) (3)	Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.G.G.A. & 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;	Delete Strikethrough: Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.G.G.A. & 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;	Intentionally Omitted
SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT		(4) changes to (1) (5) changes to (2) (6) changes to (3)	

A-1) (4) (5)(6)			
Attachment C Table Header	Fixed Discount (%) Off Manufacturer's List Price	Delete Strikethrough: Insert in Italics: Fixed Discount (%) Off Manufacturer's Supplier's List Price	Fixed Discount (%) Off Supplier's List Price OK
SPECIAL TERMS AND CONDITIONS (Contractor)	Legal Name of Contractor Contractor Address Contractor Address		HD Supply Facilities Maintenance, Ltd. 3400 Cumberland Blvd. SE Atlanta, GA 30339-4435
Description: The Contract Documents: (Last Paragraph)	Notwithstanding any language to the contrary in the Addenda or any quote, purchase order, or other document associated with any sales, orders or supply of any good or service under this Master Agreement to the contrary, in the event of a conflict between Addendum "A" Owner Terms and Conditions and the foregoing documents, Addendum "A" Owner Terms and Conditions shall prevail and control	Insert in Italics: Notwithstanding any language to the contrary in the Addenda or any quote, purchase order, or other document associated with any sales, orders or supply of any good or service under this Master Agreement to the contrary, in the event of a conflict between Addendum "A" Owner Terms and Conditions and the foregoing documents, Addendum "A" Owner Terms and Conditions shall prevail and control. <i>In the event of a conflict between Addendum "B" and Addendum "C", Addendum "C" shall prevail.</i>	Notwithstanding any language to the contrary in the Addenda or any quote, purchase order, or other document associated with any sales, orders or supply of any good or service under this Master Agreement to the contrary, in the event of a conflict between Addendum "A" Owner Terms and Conditions and the foregoing documents, Addendum "A" Owner Terms and Conditions shall prevail and control. In the event of a conflict between Addendum "B" and Addendum "C", Addendum "C" shall prevail.
The Purchasing Cooperative (first sentence)	State and local governmental entities, public and private primary,, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") registered with Innovative Government Services Association's GovMVM T's Purchasing Cooperative (Cooperative") and have entered into the Master Intergovernmental Cooperative Purchasing Agreement shall be considered "Participating Public Agencies" and shall be eligible to utilize the terms, conditions and pricing of the Contract Documents.	Insert in Italics: State and local governmental entities, public and private primary,, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") registered with Innovative Government Services Association's GovMVM T's Purchasing Cooperative (Cooperative") <i>and submitted to Supplier a written election notice to use this Master Agreement</i> and have entered into the Master Intergovernmental Cooperative Purchasing Agreement shall be considered "Participating Public Agencies" and shall be eligible to utilize the terms, conditions and pricing of the Contract Documents.	State and local governmental entities, public and private primary,, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") registered with Innovative Government Services Association's GovMVM T's Purchasing Cooperative (Cooperative")and submitted to Supplier a written election notice to use this Master Agreement and have entered into the Master Intergovernmental Cooperative Purchasing Agreement shall be considered "Participating Public Agencies" and shall be eligible to utilize the terms, conditions and pricing of the Contract Documents.
Description: The Purchasing Cooperative: (Last Sentence)	All terms and conditions of the Contract Documents shall herein shall remain in full force and effect for	Delete Strikethrough: Insert in Italics: All terms and conditions of the Contract Documents shall herein shall remain in full force and effect for <i>the Term.</i>	All terms and conditions of the Contract Documents shall herein remain in full force and effect for the Term. OK

	This Agreement shall begin on <date signed by Chairwoman> (Effective Date), for an Initial Term of four (4) years Owner shall have the option to renew this Agreement for three (3) additional twelve (12) month periods (“Renewal Terms”). This Agreement shall terminate absolutely on <final expiration date in ITB/RFP>, unless earlier terminated as provided in Addendum “A” Owner Terms and Conditions.	This Agreement shall begin on <date signed by Chairwoman> (Effective Date), for an Initial initial Term term of four (4) years (“Initial Term”). Owner shall have the option to renew this Agreement for three (3) additional twelve (12) month periods (“Renewal Terms”, and together with the Initial Term, the “Term”). This Agreement shall terminate absolutely on <final expiration date in ITB/RFP>, unless earlier terminated as provided in Addendum “A” Owner Terms and Conditions.	This Agreement shall begin on <date signed by Chairwoman> (Effective Date), for an initial term of four (4) years (“Initial Term”). Owner shall have the option to renew this Agreement for three (3) additional twelve (12) month periods (“Renewal Terms”, and together with the Initial Term, the “Term”). This Agreement shall terminate absolutely on <final expiration date in ITB/RFP>, unless earlier terminated as provided in Addendum “A” Owner Terms and Conditions
Addendum “A” Owner Terms and Conditions	These terms and conditions are required by Cobb County, Georgia, a political subdivision of the State of Georgia (“County” or “Owner”), with a principal office at 100 Cherokee Street, Suite 260, Marietta, GA 30090, in its Master Agreement, incorporated herein by reference, with Cobb County Procurement Services (insert organization description) organized under the laws of the state of <i>Florida</i>, licensed to do business in Georgia with a principal office at [Company Address] (“Contractor”). For the purposes of this Agreement, “County” shall be deemed to refer to Cobb County, Georgia, and “Contractor” shall be deemed to refer to Cobb County Procurement Services County and Contractor shall also each be referred to as a “Party”, and collectively as the “Parties”.	Delete Strikethrough: Insert in Italics: These terms and conditions are required by Cobb County, Georgia, a political subdivision of the State of Georgia (“County” or “Owner”), with a principal office at 100 Cherokee Street, Suite 260, Marietta, GA 30090, in its Master Agreement, incorporated herein by reference, with Cobb County Procurement Services HD Supply Facilities Maintenance, Ltd. a limited partnership (insert organization description) organized under the laws of the state of <i>Florida</i>, licensed to do business in Georgia with a principal office at [Company Address] 3400 Cumberland Blvd. SE, Atlanta, GA 30339-4435 (“Contractor”). For the purposes of this Agreement, “County” shall be deemed to refer to Cobb County, Georgia, and “Contractor” shall be deemed to refer to Cobb County Procurement Services HD Supply Facilities Maintenance, Ltd. County and Contractor shall also each be referred to as a “Party”, and collectively as the “Parties”.	These terms and conditions are required by Cobb County, Georgia, a political subdivision of the State of Georgia (“County” or “Owner”), with a principal office at 100 Cherokee Street, Suite 260, Marietta, GA 30090, in its Master Agreement, incorporated herein by reference, HD Supply Facilities Maintenance, Ltd. a limited partnership (insert organization description) organized under the laws of the state of Florida, licensed to do business in Georgia with a principal office at 3400 Cumberland Blvd. SE, Atlanta, GA 30339-4435 (“Contractor”). For the purposes of this Agreement, “County” shall be deemed to refer to Cobb County, Georgia, and “Contractor” shall be deemed to refer to HD Supply Facilities Maintenance, Ltd. County and Contractor shall also each be referred to as a “Party”, and collectively as the “Parties”.
RECITALS (first Sentence)	WHERE AS, Cobb County Procurement Services is engaged in the business of [Subject]; and	Delete Strikethrough: Insert in Italics: WHEREAS, Cobb County Procurement Services Contractor is engaged in the business of [Subject]; and	WHEREAS, Contractor is engaged in the business of [Subject]; and
RECITALS (second Sentence)	WHEREAS Cobb County Procurement Services maintains the staff and resources necessary to fulfill all of the requirements of	Delete Strikethrough: Insert in Italics: WHEREAS Cobb County Procurement Services	WHEREAS Contractor maintains the staff and resources necessary to fulfill all of the requirements of this Agreement; and

	this Agreement; and	Contractor maintains the staff and resources necessary to fulfill all of the requirements of this Agreement; and	
RECITALS (third Sentence)	WHEREAS, County desires to retain Cobb County Procurement Services to provide [Subject].	Delete Strikethrough: Insert in Italics: WHEREAS, County desires to retain Cobb County Procurement Services Contractor to provide [Subject].	WHEREAS, County desires to retain Contractor to provide [Subject].
TERMS AND CONDITIONS			
Section 1.01. Definitions (A) numbering changes		4. replaced by 1 Master Agreement Including 5 replaced by 2 Exhibit "A" 6 replaced by 3 Exhibit "B" 7 replaced by 4 Exhibit "B-1" 8 replaced by 5 Exhibit "B-2" Add 6. Exhibit "C" Remove 9	1. Master Agreement Including 2. Exhibit "A" 3. Exhibit "B" 4. Exhibit "B-1" 5. Exhibit "B-2"
Section 1.01. Definitions (A) Last sentence		Insert in Italics" In the event of a conflict between Addendum "B" and Addendum "C", Addendum "C" shall prevail.	
Section 1.04. Termination (B) For Convenience, (First Sentence)	County may terminate this Agreement at any time for any reason upon 30 days' prior written notice to Contractor.	Delete Strikethrough: Insert in Italics: County Either Party may terminate this Agreement at any time for any reason upon 30 days' prior written notice to Contractor other Party.	Either Party may terminate this Agreement at any time for any reason upon 30 days' prior written notice to other Party.
Section 1.04 Termination (C) By Statute (Second Paragraph)	Notwithstanding this provision, and as permitted by statute, this Agreement will automatically be extended for consecutive one-year periods beyond the Initial Expiration Date on a year-to-year basis until the expiration of the (insert term) term hereof unless either party notifies the other in writing of its intent not to extend this Agreement at least 30 days' prior to the date of termination set forth in such notice, or, for any one-year renewal term subsequent to the initial Expiration Date, at least thirty 30 days' prior to the expiration of the then-current annual period.	Delete Strikethrough: Insert in Italics: Notwithstanding this provision, and as permitted by statute, this Agreement will automatically be extended for consecutive one-year periods beyond the Initial Expiration Date on a year-to-year basis until the expiration of the (insert term)- term Term hereof unless either party notifies the other in writing of its intent not to extend this Agreement at least 30 days' prior to the date of termination set forth in such notice, or, for any one-year renewal term subsequent to the initial Expiration Date, at least thirty 30 days' prior to the expiration of the then-current annual period.	Notwithstanding this provision, and as permitted by statute, this Agreement will automatically be extended for consecutive one-year periods beyond the Initial Expiration Date on a year-to-year basis until the expiration of the Term hereof unless either party notifies the other in writing of its intent not to extend this Agreement at least 30 days' prior to the date of termination set forth in such notice, or, for any one-year renewal term subsequent to the initial Expiration Date, at least thirty 30 days' prior to the expiration of the then-current annual period.
Section 1.05 Scope of Work/Services (B) Second Sentence	Contractor shall be responsible for designing, offering, supporting, maintaining, delivering, furnishing, operating, and performing all	Delete Strikethrough: Insert in Italics: Contractor shall be responsible for designing,	Contractor shall be responsible for designing, offering, supporting, maintaining, delivering, furnishing, operating, and performing all necessary

	necessary labor and services (including equipment and supplies) required to complete the Work in accordance with this Agreement.	offering, supporting, maintaining, delivering, furnishing, operating, and performing all necessary labor and services Services (including equipment and supplies) required to complete the Work in accordance with this Agreement.	labor and Services (including equipment and supplies) required to complete the Work in accordance with this Agreement. OK
Section 1.06 Representation and Warranties (C)	Contractor warrants that the prices quoted hereunder are the lowest prices these or similar goods or services are sold by Contractor to other customers, and in the event of any price reduction between execution of the purchase order and delivery of the goods and services, County shall be entitled to such reductions.	Delete Strikethrough: Contractor warrants that the prices quoted hereunder are the lowest prices these or similar goods or services are sold by Contractor to other customers, and in the event of any price reduction between execution of the purchase order and delivery of the goods and services, County shall be entitled to such reductions.	Intentionally Omitted
Section 1.06 Representation and Warranties (E)	Contractor warrants that it has all of the rights necessary to enter into this agreement and the goods and services provided under this Agreement do not infringe (directly, indirectly, or contributorily), on any intellectual property or proprietary rights of any third party.	Delete Strikethrough: Insert in Italics: Contractor warrants that it has all of the rights necessary to enter into this agreement Agreement and the goods Goods and services Services provided under this Agreement do not infringe (directly, indirectly, or contributorily), to Contractor's knowledge , on any intellectual property or proprietary rights of any third party.	Contractor warrants that it has all of the rights necessary to enter into this Agreement and the Goods and Services provided under this Agreement do not infringe (directly, indirectly, or contributorily), to Contractor's knowledge, on any intellectual property or proprietary rights of any third party.
Section 1.06 Representation and Warranties (F)	Contractor warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects, and in accordance with specifications If Contractor knows of County's intended use, Contractor warrants that the goods or services are suitable for that intended use. <i>These warranties survive any delivery, inspection, acceptance or payment by County. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of County's discovery of the noncompliance of the Goods/Services with the foregoing warranties.</i>	Delete Strikethrough: Insert in Italics: Contractor warrants that the goods Goods and services Services supplied hereunder will be of good workmanship and of proper materials, free from defects, and in accordance with specifications provided by Contractor. Solely as it relates to Goods provided hereunder, Contractor is a reseller of Goods only, and as such does not provide any warranty for the Goods it supplies hereunder. Notwithstanding this As-Is limitation, Contractor shall pass through to County any transferable manufacturer's standard warranties with respect to Goods purchased hereunder. EXCEPT AS SET FORTH HEREIN AND WHERE APPLICABLE, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR	Contractor warrants that the Goods and Services supplied hereunder will be in accordance with specifications provided by Contractor. Solely as it relates to Goods provided hereunder, Contractor is a reseller of Goods only, and as such does not provide any warranty for the Goods it supplies hereunder. Notwithstanding this As-Is limitation, Contractor shall pass through to County any transferable manufacturer's standard warranties with respect to Goods purchased hereunder. EXCEPT AS SET FORTH HEREIN AND WHERE APPLICABLE, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY CONTRACTOR. COUNTY AND PERSONS CLAIMING THROUGH COUNTY (COLLECTIVELY, "CLAIMANT") SHALL SEEK RECOURSE EXCLUSIVELY FROM THE RELEVANT MANUFACTURER(S) IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS

		AUTHORIZED BY CONTRACTOR. COUNTY AND PERSONS CLAIMING THROUGH COUNTY (COLLECTIVELY, "CLAIMANT") SHALL SEEK RECOURSE EXCLUSIVELY FROM THE RELEVANT MANUFACTURER(S) IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF CLAIMANT FOR DEFECTIVE GOODS, WHETHER THE CLAIM SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. COUNTY SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. CONTRACTOR EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. CONTRACTOR ASSUMES NO RESPONSIBILITY WHATSOEVER FOR INSTALLATION OF GOODS BY COUNTY OR A THIRD PARTY, USE, MISUSE, ALTERATION OR MODIFICATION OF GOODS, OR CONTRACTOR'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY COUNTY. CONTRACTOR DOES NOT CERTIFY OR GUARANTEE THAT ANY GOODS COMPLY WITH ANY STATUTES, LAWS, CODES, ORDINANCES OR REGULATIONS. IF Contractor knows of County's intended use, Contractor warrants that the goods or services are suitable for that intended use. Solely as it relates to Services (labor) performed hereunder, the warranty period shall be for a period of twelve (12) months and commence upon completion of performance. <i>These warranties survive any delivery, inspection, acceptance or payment by County. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of County's discovery of the noncompliance of the</i>	SHALL BE THE EXCLUSIVE RECOURSE OF CLAIMANT FOR DEFECTIVE GOODS, WHETHER THE CLAIM SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. COUNTY SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. CONTRACTOR EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. CONTRACTOR ASSUMES NO RESPONSIBILITY WHATSOEVER FOR INSTALLATION OF GOODS BY COUNTY OR A THIRD PARTY, USE, MISUSE, ALTERATION OR MODIFICATION OF GOODS, OR CONTRACTOR'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY COUNTY. CONTRACTOR DOES NOT CERTIFY OR GUARANTEE THAT ANY GOODS COMPLY WITH ANY STATUTES, LAWS, CODES, ORDINANCES OR REGULATIONS. Solely as it relates to Services (labor) performed hereunder, the warranty period shall be for a period of twelve (12) months and commence upon completion of performance. These warranties survive any delivery, inspection, acceptance or payment by County. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of County's discovery of the noncompliance of the /Services with the foregoing warranties.
--	--	---	--

		Goods/Services with the foregoing warranties.	
Section 1.07 Compensation (C)	County shall timely process payment to Contractor. Contractor shall not charge interest or assess payment penalties against County.	<i>Insert in Italics:</i> County shall timely process payment to Contractor. <i>Payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars.</i> Contractor shall not charge interest or assess payment penalties against County.	County shall timely process payment to Contractor. Payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars. Contractor shall not charge interest or assess payment penalties against County. OK
Section 1.07 Compensation (D) (first Sentence)	In the event of a dispute about payment/invoicing, County shall deliver a written statement to Contractor no later than (insert number) days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonable detailed description of each disputed item.	Delete Strikethrough: Insert in Italics: In the event of a dispute about payment/invoicing, County shall deliver a written statement to Contractor no later than <i>five (5) business (insert number)</i> days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonable detailed description of each disputed item.	In the event of a dispute about payment/invoicing, County shall deliver a written statement to Contractor no later than five (5) business days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonable detailed description of each disputed item.
Section 1.08 Notice If to Contractor	Coob County Procurement Services [Company Address] Electronic notice to:	Delete Strikethrough: <i>Insert in Italics:</i> Cobb County Procurement Services <i>HD Supply Facilities Maintenance, Ltd. [Company Address] 3400 Cumberland Blvd. SE Atalanta, GA 30339-4435</i> Electronic notice to:	<i>HD Supply Facilities Maintenance, Ltd 3400 Cumberland Blvd. SE Atalanta, GA 30339-4435</i> Electronic notice to:
Section 1.10 Delivery, Inspection and Acceptance (A) Delivery second sentence	Delivery shall not be complete until the goods have been actually received, inspected and accepted by County. Damaged material will not be accepted.	Delete Strikethrough: <i>Insert in Italics:</i> Delivery shall not be complete until the goods <i>Goods</i> have been actually received, inspected and accepted by County.	Delivery shall not be complete until the Goods have been actually received, inspected and accepted by County. OK
Section 1.10 Delivery, Inspection and Acceptance (B) Inspection:	County shall have the right to inspect the goods supplied hereunder at any time at Contractor's facilities or elsewhere. Such inspection may include, without limitation, raw materials, components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance shall be after delivery to the delivery point designated by County. County may reject all goods supplied hereunder, which are found to be defective. Goods so rejected may be	Delete Strikethrough: Insert in Italics: County shall have the right to inspect the goods <i>Goods</i> supplied hereunder at any time at Contractor's facilities or elsewhere. Such inspection may include, without limitation, raw materials, components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance shall be <i>within three (3) business days</i> after delivery to the delivery point designated by County. County may reject all goods <i>Goods</i> supplied	County shall have the right to inspect the Goods supplied hereunder at any time at Contractor's facilities or elsewhere. Such inspection may include, without limitation, raw materials, components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance shall be within three (3) business days after delivery to the delivery point designated by County. County may reject all Goods supplied hereunder, which are found to be defective. Goods so rejected may be returned to Contractor at Contractor's

	returned to Contractor at Contractor's expense. No inspection, examination or test, regardless of extensiveness or type, and no approval give in connection with any such inspection, examination or test, whether under this Agreement or another contract for the same or similar goods, shall relieve it, of any obligation to comply fully with all requirements of this Agreement, including the obligation to produce goods that conform to all requirements of the drawings, specifications and any other contract documents. At County's request, Contractor shall repair or replace defective goods at Contractor's expense. Failure to inspect Goods, failure to discover defects in goods or payment for goods shall not constitute acceptance or limit any of County's rights, including without limitation those under the warranty provisions of this Agreement. County may appoint a certified accountant to inspect and audit all records relating to the sale of goods, services, and grants of licenses, calculation of invoices, and the books and accounts of Contractor at Contractor's expense at all reasonable times and on reasonable notice.	hereunder, which are found to be defective. Goods so rejected may be returned to Contractor at Contractor's expense. No inspection, examination or test, regardless of extensiveness or type, and no approval give in connection with any such inspection, examination or test, whether under this Agreement or another contract for the same or similar goods Goods, shall relieve it, of any obligation to comply fully with all requirements of this Agreement, including the obligation to produce goods Goods that conform to all requirements of the drawings, specifications and any other contract documents. At County's request, Contractor shall repair or replace defective goods Goods at Contractor's expense. Failure to inspect Goods, failure to discover defects in goods Goods or payment for goods Goods shall not constitute acceptance or limit any of County's rights, including without limitation those under the warranty provisions of this Agreement. <i>Notwithstanding the foregoing, all returns shall be subject to Contractor's "Return Policy" located at https://hdsupplysolutions.com/s/returns_policy.</i> County may appoint a certified accountant to inspect and audit all records relating to the sale of goods Goods, services Services, and grants of licenses, calculation of invoices, and the books and accounts of Contractor at Contractor's expense at all reasonable times and on reasonable notice.	expense. No inspection, examination or test, regardless of extensiveness or type, and no approval give in connection with any such inspection, examination or test, whether under this Agreement or another contract for the same or similar Goods, shall relieve it, of any obligation to comply fully with all requirements of this Agreement, including the obligation to produce Goods that conform to all requirements of the drawings, specifications and any other contract documents. At County's request, Contractor shall repair or replace defective Goods at Contractor's expense. Failure to inspect Goods, failure to discover defects in Goods or payment for Goods shall not constitute acceptance or limit any of County's rights, including without limitation those under the warranty provisions of this Agreement. Notwithstanding the foregoing, all returns shall be subject to Contractor's "Return Policy" located at https://hdsupplysolutions.com/s/returns_policy. County may appoint a certified accountant to inspect and audit all records relating to the sale of Goods, Services, and grants of licenses, calculation of invoices, and the books and accounts of Contractor at Contractor's expense at all reasonable times and on reasonable notice.
Section 1.11 Indemnification (A) Indemnification of County. (First Paragraph)	Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Contractor shall bear all actual and direct losses and damages directly or indirectly resulting to it and/or County on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless County and County's elected and appointed	Delete Strikethrough: Insert in Italics: Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Contractor shall bear all actual and direct losses and damages directly or indirectly resulting to it and/or County on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, Contractor	Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Contractor shall bear actual and direct losses and damages resulting to it and/or County on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless County and County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, attorneys and volunteers (individually an "Indemnified Party" and collectively

	officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an “Indemnified Party” and collectively “Indemnified Parties”) from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney’s fees and costs of defense (“Liabilities”), which may arise from or be the result of alleged willful, negligent or tortious conduct arising out of the Work, performance of contracted services-, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by Contractor or subcontractor or anyone for whose acts Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision	shall defend, indemnify and hold harmless County and County’s elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an “Indemnified Party” and collectively “Indemnified Parties”) from and against any and all actual and direct claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to reasonable attorney’s fees and costs of defense (“Liabilities”), which may arise from or be the result of alleged willful, negligent or tortious conduct arising out of the Work, performance of contracted services- Services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by Contractor or subcontractor or anyone for whose acts Contractor or subcontractor may be liable, regardless of whether or not except to the extent the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision	“Indemnified Parties”) from and against actual and direct claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability, including but not limited to reasonable attorney’s fees and costs of defense (“Liabilities”), which may arise from or be the result of alleged willful, negligent or tortious conduct arising out of the Work, performance of contracted Services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by Contractor or subcontractor or anyone for whose acts Contractor or subcontractor may be liable, except to the extent the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision
Section 1.11 Indemnification (A) Indemnification of County. (Second Paragraph)	In any and all claims against an Indemnified Party, by any employee of Contractor, its subcontractor, anyone directly or indirectly employed by Contractor or subcontractor or anyone for whose acts Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages,- compensation or benefits payable by or for Contractor or any subcontractor under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify,	Delete Strikethrough: Insert in Italics: In any and all claims against an Indemnified Party, by any employee of Contractor, its subcontractor, anyone directly or indirectly employed by Contractor or subcontractor or anyone for whose acts Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages,- compensation or benefits payable by or for Contractor or any subcontractor under workers’ or workmen’s compensation acts, disability benefit acts or other	In any and all claims against an Indemnified Party, by any employee of Contractor, its subcontractor, anyone directly or indirectly employed by Contractor or subcontractor or anyone for whose acts Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on compensation or benefits payable by or for Contractor or any subcontractor under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, to the extent that the claims are based

	defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement and applies notwithstanding any contrary provision.	employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided to the extent that the claims are based upon or arise out of <i>negligent</i> actions or omissions that occurred during the <i>Contractor's, or its subcontractor's</i> performance of this Agreement and applies notwithstanding any contrary provision.	upon or arise out of negligent acts or omissions that occurred during the Contractor's, or its subcontractor's performance of this Agreement and applies notwithstanding any contrary provision.
Section 1.11 Indemnification (B) Intellectual Property Indemnification	Contractor shall hold County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of this Agreement, for which Contractor is not the patentee, assignee, licensee, or other lawful user.	Delete Strikethrough: Contractor shall hold County, its agents , officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of this Agreement, for which Contractor is not the patentee, assignee, licensee, or other lawful user.	Contractor shall hold County, its, officers, or employees harmless from liability for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of this Agreement, for which Contractor is not the patentee, assignee, licensee, or other lawful user.
Section 1.13 No Personal Liability (third Sentence)	Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability.	Delete Strikethrough: Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability.	Likewise, Contractor's performance under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability.
Section 1.15 Conflict of Interest and Ethics (last Sentence)	County shall have the right to recover any fees paid for services rendered by Contractor which were performed while a conflict of interest existed if Contractor had knowledge of the conflict of interest and did not notify County within one week of becoming aware of the existence of the conflict of interest.	Delete Strikethrough: Insert in Italics: County shall have the right to recover any fees paid for services <i>Services</i> rendered by Contractor which were performed while a conflict of interest existed if Contractor had knowledge of the conflict of interest and did not notify County within one week of becoming aware of the existence of the conflict of interest.	County shall have the right to recover any fees paid for Services rendered by Contractor which were performed while a conflict of interest existed if Contractor had knowledge of the conflict of interest and did not notify County within one week of becoming aware of the existence of the conflict of interest.
Section 1.20 Force Majeure	Neither County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii)	Delete Strikethrough: Insert in Italics: Neither County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond	Neither County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the

	any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion; In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.-	their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion; or (viii) pandemic and/or public health crisis. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.-	performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military authority; (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion; or (viii) pandemic and/or public health crisis. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.-
Section 1.29 Assignment	Notwithstanding any provision to the contrary herein, this Agreement shall not be assigned by either party without the prior written consent of the other party. Any such assignment must be in writing and shall include an assumption by the assignee thereof of the assignor's obligation hereunder.	Insert in Italics: Notwithstanding any provision to the contrary herein, this Agreement shall not be assigned by either party without the prior written consent of the other party <i>which consent shall not be unreasonably withheld.</i> Any such assignment must be in writing and shall include an assumption by the assignee thereof of the assignor's obligation hereunder.	Insert in Italics: Notwithstanding any provision to the contrary herein, this Agreement shall not be assigned by either party without the prior written consent of the other party which consent shall not be unreasonably withheld. Any such assignment must be in writing and shall include an assumption by the assignee thereof of the assignor's obligation hereunder.
Section 1.32 Non-Exclusivity	This Agreement is entered into solely for the convenience of County, and it in no way precludes County or nay of County's departments or agencies form obtaining like services from other vendors.	Delete Strikethrough: Insert in Italics: This Agreement is entered into solely for the convenience of County, and it in no way precludes County or nay of County's departments or agencies form obtaining like services <i>Services</i> from other vendors.	This Agreement is entered into solely for the convenience of County, and it in no way precludes County or nay of County's departments or agencies form obtaining like Services from other vendors.
Section 1.34 Data Privacy and Transition Assistance	Contractor must comply with all applicable laws related to data privacy and security. Contractor shall reasonably cooperate with County and other parties in connection with the Services to be delivered under this Agreement, including without limitation any successor service provider to whom County's data is transferred in connection with the termination or expiration of this Agreement. Contractor shall assist County in exporting and extracting County's data, in a format	Delete Strikethrough: Insert in Italics: Contractor must comply with all applicable laws related to data privacy and security. Contractor shall reasonably cooperate with County and other parties in connection with the Services to be delivered under this Agreement, including without limitation any successor service provider to whom County's data is transferred in connection with the termination or expiration of this Agreement.	Contractor must comply with all applicable laws related to data privacy and security. Contractor shall reasonably cooperate with County and other parties in connection with the Services to be delivered under this Agreement, including without limitation any successor service provider to whom County's data is transferred in connection with the termination or expiration of this Agreement. Contractor shall assist County in exporting and extracting County's data, in a format usable without the use of the Services and as agreed by County and

	usable without the use of the Services and as agreed by County, at no additional cost to the County. Any transition services requested by County involving additional knowledge transfer and support may be subject to a separate transition statement of work.	Contractor shall assist County in exporting and extracting County's data, in a format usable without the use of the Services and as agreed by County and Contractor , at no additional cost to the County. Any transition services Services requested by County involving additional knowledge transfer and support may be subject to a separate transition statement of work.	Contractor, at no additional cost to the County. Any transition Services requested by County involving additional knowledge transfer and support may be subject to a separate transition statement of work.
Section 1.35 No Additional Charges	Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing. Contractor shall take all steps needed to keep County's and County's subcontractor's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.	Insert in Italics: Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing. Contractor shall take all steps needed to keep County's and County's subcontractor's property free of third-party liens to the extent arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.	Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing. Contractor shall take all steps needed to keep County's and County's subcontractor's property free of third-party liens to the extent arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.
Section 1.36 Invalid Terms (B) Last Sentence	Any refusal to supply any goods or services conditioned upon Cobb County submitting any extraneous terms and conditions shall be a material breach of the agreement.	Delete Strikethrough: Insert in Italics: Any refusal to supply any goods Goods or services Services conditioned upon Cobb County submitting any extraneous terms and conditions shall be a material breach of the agreement.	Any refusal to supply any Goods or Services conditioned upon Cobb County submitting any extraneous terms and conditions shall be a material breach of the agreement.
Section 1.37 Material Condition	Each term of this Agreement is material, and Contractor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to County at law or in equity.	Delete Strikethrough: Insert in Italics: Each term of this Agreement is material, and Contractor's either Party's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to County the other Party at law or in equity.	Each term of this Agreement is material, and either Party's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to the other Party at law or in equity.
Section 1.40 Limitation of Liability	Added Section 1.40 Limitation of Liability – No original language	Insert in Italics: TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL	TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL CONTRACTOR BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS

		CONTRACTOR BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY CONTRACTOR'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST A MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO CONTRACTOR FOR GOODS FURNISHED TO COUNTY THAT ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE (1) YEAR OF ACCRUAL OF A CAUSE OF ACTION	LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY CONTRACTOR'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST A MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO CONTRACTOR FOR GOODS FURNISHED TO COUNTY THAT ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE (1) YEAR OF ACCRUAL OF A CAUSE OF ACTION
--	--	--	--

[Add additional rows as needed.]