Section Reference Title and	RFP Language	Proposed Changes	Proposed Language
number			
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.	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-	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.
-	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 PURCHAING COOPERATIVE (Paragraph 1)	(IGSA) provides the GovMVMT Purchasing Cooperative (herein "GovMVMT") 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		Innovative Government Service Association (IGSA) provides the GovMVMT Purchasing Cooperative (herein "GovMVMT") 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

Legend: GOVMVMT Kelly

	volume is based on the current annual	the Supplier, the estimated volume is based on	
Volume)	maturity. While no minimum volume is guaranteed to the Supplier, the estimated	(\$100,000,000) annually at contract maturity. While no minimum volume is guaranteed to	no minimum volume is guaranteed to the Supplier, the estimated volume is based on the current annual
(subsection Estimated	Dollars (\$100,000,000) annually at contract	Agreement is One Hundred Million Dollars	(\$100,000,000) annually at contract maturity. While
COOPERATIVE	Master Agreement is One Hundred Million	Services purchased under the proposed Master	=
PURCHAING	Services purchased under the proposed	The estimated dollar volume of Products and	Services purchased under the proposed Master
1.3 GOVMVMT	The estimated dollar volume of Products and	<u> </u>	The estimated dollar volume of Products and
1.2.CO\/N.4\/N.4T	through GovMVMT.	Agencies through GovMVMT.	The posture stand dellar values and Describe and
	available to Participating Public Agencies	same as that available to Participating Public	
	Public Agency will be the same as that	Supplier and the Lead Public Agency will be the	
	Agreement between Supplier and the Lead	the resulting Master Agreement between	Participating Public Agencies through GovMVMT
Agencies -Paragraph 5	established in the resulting Master	1 = -	Public Agency will be the same as that available to
Participating Public	otherwise agreed to. The Terms and pricing	to the terms of the MICPA or as otherwise	Master Agreement between Supplier and the Lead
(subsection	pursuant to the terms of the MICPA or as		the MICPA. The Terms and pricing established in the
COOPERATIVE	registered with GovMVMT, whether	Participating Public Agency agrees that it is	registered with GovMVMT, pursuant to the terms of
PURCHAING	Participating Public Agency agrees that it is	_	Participating Public Agency agrees that it is
1.3 GOVMVMT	By using the Master Agreement, any such	Delete Strikethrough:	By using the Master Agreement, any such
	"Exhibit D' of Section 8.0 GovMVMT Compliance Document.	Section 8.0 GovMVMT Compliance Document. No Public Agency shall be a Participating Public Agency unless and until it enters a MICPA.	unless and until it enters a MICPA.
	Agency shall be construed in accordance with, and governed by, the lows of the state in which the Participating Public Agency resides. A copy of MICPA, is attached as	which the Participating Public Agency resides. A copy of MICPA, is attached as "Exhibit D' of	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
	the procurement by the Participating Public	MICPA, the procurement by the Participating	accordance with, and governed by, the lows of the
- Delicies i diagrapii 4	Agreements. Under the terms of the MICPA,	Master Agreements. Under the terms of the	the Participating Public Agency shall be construed in
	the Lead Public Agencies' Master	allow access to the Lead Public Agencies'	Under the terms of the MICPA, the procurement by
(subsection Participating Public	Agreement (MICPA). MICPA outlines the terms and conditions that allow access to	Cooperative Purchasing Agreement (MICPA). MICPA outlines the terms and conditions that	outlines the terms and conditions that allow access to the Lead Public Agencies' Master Agreements.
COOPERATIVE	Intergovernmental Cooperative Purchasing	entering into a Master Intergovernmental	Cooperative Purchasing Agreement (MICPA). MICPA
PURCHAING	Agencies entering into a Master	Registration is accomplished by Public Agencies	_
1.3 GOVMVMT	Registration is accomplished by Public	Insert in Italics:	Registration is accomplished by Public Agencies
		Public Agencies").	
		Agency's master agreement-(Participating	
		written election notice to use the Lead Public	
		provided below and submitted to Supplier a	
		also by-other Participating Public Agencies that have registed with GovMVMT – as	
		_ · · · · · · · · · · · · · · · · · · ·	agreement- (Participating Public Agencies").
	Participating Public Agencies.	Agencies"). The conracts provide for use by not	
	Lead Public Agency, but also by other	agencies Agencies (herein "Lead Public	below and submitted to Supplier a written election
	provide for use by not only the respective	by large and well recognized public Public	that have registed with GovMVMT – as provided
	"Lead Public Agencies"). The contracts		Lead Public Agency, but also other Public Agencies
	and well recognized public agencies (herein	through an award of competitively solicited	conracts provide for use by not only the respective
	high quality products and services by large	Agencies nationwide. This is accomplished	Public Agencies (herein "Lead Public Agencies"). The

Service Providers	identification badge at all times.		
6.1 Scope of Work (Subsection:)	All Service Provider employees shall wear a Service Provider's issued picture	Delete sentence in juii.	
(Bullet 4)	All Carries Provider ampleyees shall was a	consisting of, at a minimum: Delete sentence in full.	
Providers (Labor):	minimum:		minimum:
(Subsection Service	of all Service Providers consisting of, at a		screen of all Service Providers consisting of, at a
6.1 Scope of Work			Suppliers shall perform and/or require a background
		services * Labor rates	
	services * Labor rates	* Warranties on all products, parts and	
	* Warranties on all products, parts and	Purchasing Card (P-Card) Fees	
	* Purchasing Card (P-Card) Fees	site, unloading at site, etc.) *	
	agency site, unloading at site, etc.)	* Shipping Costs (including delivery to agency	
	* Shipping Costs (including delivery to	Product Pricing shall include:	
	Participating public Agencies Product Pricing shall include:	* Net Price to Cobb County, GA and other Participating public Agencies	
	* Net Price to Cobb County, GA and other	* Not Price to Colb County GA and other	
	Net Price	Description * Manufacturer's	
	* Manufacturer's Suggested List Price and	number (if different) *	
	Description	number * Supplier part	
	part number (if different) *	applicable) * Manufacturer part	
	part number * Supplier	Price list must contain the following (if	
	applicable) * Manufacturer	included.	
	Price list must contain the following (if	access the catalog, once on the website, are-	
	included.	as long as detailed instructions on how to	
	access the catalog, once on the website, are	or proposers may provide a link to a website	
	long as detailed instructions on how to	drive (with reference made in the hard copy)	
	proposers may provide a link to a website as	may include the electronic file on the flash	
	reference made in the hard copy) or	criteria is available electronically, proposers	
	electronic file on the flash drive (with	(Attachment C). If the price list or verifiable	
	electronically, proposers may include the	criteria as well as a tiered rebate incentive	
	list or verifiable criteria is available	list price list or other objectively verifiable	
(Subsection Pricing)	manufacturer's price list or other objectively	the most current manufacturer's Proposer's	well as a tiered rebate incentive (Attachment C).
Format/Content	a fixed discount off the most current		discount off the most current Proposer's list price as
4.3.3 Proposal	The Proposer shall provide pricing based on	Delete Strikethrough:	The Proposer shall provide pricing based on a fixed
	employing a coordinated marketing	employing a coordinated marketing approach	
	volume growth into other Public Agencies	3	and GOVMVMT.
	through GOVMVMT as well as through	=	a coordinated marketing approach between Supplier
	Agreement to be made available to them	Master Agreement to be made available to	volume growth into other Public Agencies employing
	anticipated to utilize the resulting Master	that are anticipated to utilize the resulting	to them through GOVMVMT as well as through
	Participating Public Agencies that are		utilize the Master Agreement to be made available
	volumes of the Lead Public Agency and other	the current annual volumes of the Lead Public	Participating Public Agencies that are anticipated to

6.2 Product	All products offered shall be new, unused	Delete sentence in full.	
Categories:	and of the latest design and technology.		
	manufacturer'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 manufacturer's Supplier's list price, or other objectively verifiable criteria by Product	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).
6.4 PRODUCT PRICING	Proposals must include any pricing options	Delete paragraph in full.	Intentionally Omitted
Purchases:	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.)		ОК
		Insert in Italics:	All domestic ground shipments for stocked products
(Subsection DELIVERY AND FREIGHT	Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.	All domestic ground shipments <i>for stocked products</i> shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall	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
6.5 REGULATORY	All products must be manufactured in	Delete Strikethrough:	Contractor shall use commercially reasonable efforts
STANDARDS	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.	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	
		made available for each shipment.	OK with beginning part.
	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	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
	with freight prepaid by the Proposer.		expedited deliveries may be added. All domestic

	Additional costs for expedited deliveries may		ground shipments for stocked products shall be FOB
	be added.		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	Delete Strikethrough:	Equipment will be delivered to various locations for
	·	Insert in Italics:	each Participating Public Agency. All deliveries shall
	Agency. All deliveries shall be made Monday	Equipment will be delivered to various	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
	of 24 hours' notice prior to delivery with the	unless otherwise requested. Proposer is	following documentation to each Participating Public
	anticipated time of delivery and quantity to	required to provide a minimum of 24 hours'	Agency either directly or within the product
		notice prior to delivery with the anticipated	packaging provided by the manufacturer:
		time of delivery and quantity to be delivered.	
	_	Estimated delivery details are available via	
		Supplier's website. Upon delivery, Proposer	
		will provide the following documentation to	
		each Participating Public Agency	ОК
		either directly or within the product	OK
		packaging provided by the manufacturer:	
6.8 OPERATING	Upon delivery, Supplier shall furnish	Delete Strikethrough:	Upon delivery, comprehensive operational manuals,
MANUALS (if	comprehensive operational manuals, service	Insert in Italics:	service manuals and schematic diagrams, if required
applicable):	manuals and schematic diagrams, if required	Upon delivery, Supplier shall furnish	by the Participating Public Agency and applicable will
	by the Participating Public Agency. Manuals	comprehensive operational manuals, service	be provided within the manufacturer's product
	may be hard copy, electronic or online.	manuals and schematic diagrams, if required	packaging. Manuals may be hard copy, electronic or
		by the Participating Public Agency <i>and</i>	online.
		applicable will be provided within the	
		manufacturer's produce packaging. Manuals	ОК
		may be hard copy, electronic or online.	
6.10 WARRANTY			All items furnished under this Contract shall conform
(Subsection 6.10.1)	conform to the requirements of this Contract	Insert in Italics:	to the requirements of this Contract. Solely as it
including:	and shall be free from defects in design,	All items furnished under this Contract shall	relates to materials ("Goods") provided hereunder,
	materials, and workmanship.		Supplier is a reseller of Goods only, and as such does
(Subsection 6.10.2)	•	and shall be free from defects in design,	hant many data and commonted for the Canada it according
		j	not provide any warranty for the Goods it supplies
Numbering change,		materials, and workmanship. Solely as it	hereunder. Notwithstanding this As-Is limitation,
Numbering change, added to 6.10.1		materials, and workmanship. Solely as it relates to materials ("Goods") provided	hereunder. Notwithstanding this As-Is limitation, Supplier shall pass through the Participating Public
		materials, and workmanship. Solely as it relates to materials ("Goods") provided hereunder, Supplier is a reseller of Goods only,	hereunder. Notwithstanding this As-Is limitation, Supplier shall pass through the Participating Public Agency any transferable manufacturer's standard
		materials, and workmanship. Solely as it relates to materials ("Goods") provided	hereunder. Notwithstanding this As-Is limitation, Supplier shall pass through the Participating Public Agency any transferable manufacturer's standard
		materials, and workmanship. 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.	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
		materials, and workmanship. 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	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
		materials, and workmanship. 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	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
		materials, and workmanship. 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	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
		materials, and workmanship. 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	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
		materials, and workmanship. 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	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,

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 MANUFACTURER(S) IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OTHER EXPRESS AND IMPLIED WATTANTIES, OF CLAIMENT FOR DEFECTIVE GOODS. WHETHER THE CLAIN SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR SHALL PASS THESE TERMS TO SUBSEQUENT **BUYERS AND USERS OF GOODS. SUPPLIER EXCLUDES AND DISCLAIMS ALL OTHER** EXPRESS AND IMPLIED WATTANTIES. 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 ENTITIY 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 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 CLAIMENT FOR DEFECTIVE GOODS, WHETHER THE CLAIN SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE, RECOURSE EXCLUSIVELY FROM THE RELEVANT PARTICIPATING PUBLIC AGENCY SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SUPPLIER EXCLUDES AND DISCLAIMS ALL INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. SUPPLIER **NEGLIGENCE, PARTICIPATING PUBLIC AGENCY** ASSUMES NO RESPONSIBILITY WHATSOEVER FOR INSTALLATION OF GOODS BY PARTICIPATING PUBLIC ENTITIY 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 Delete Strikethrough: the duration of the warranty and any applicable limitations or conditions which may apply. *The Supplier agrees to provide all labor and parts required may apply.

Insert in Italics: The Supplier shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which *The Supplier

*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.

		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	
	supplied complies with all applicable	guarantee the equipment to be supplied	
		complies with all applicable regulations.	
7.0 GOVMVMT	The successful foundation of the partnership	<u> </u>	The successful foundation of this relationship
	requires commitments from both GovMVMT		requires commitments from both GovMVMT and
		The successful foundation of the partnership	Supplier. GovMVMT requires the Supplier to make
	1	1	the four commitments set forth below (Executive,
	forth below (Executive, Value, Differentiator,	I	Value, Differentiator, Sales and Marketing) to ensure
	Sales and Marketing) to ensure that Supplier	1	that Supplier is providing the highest level of public
		commitments set forth below (Executive,	benefit to Participating Public Agencies.
	·	Value, Differentiator, Sales and Marketing) to	
		ensure that Supplier is providing the highest	
		level of public benefit to Participating Public	
		Agencies.	
2.1 Executive	(i) A true partnership: Supplier shall have full	Delete Strikethrough	(i) Supplier shall have full commitment of the Master
Commitment	commitment of the Master Agreement from	(i) A true partnership: Supplier shall have full	Agreement from the highest executive level of the
	the highest executive level of the	commitment of the Master Agreement from	organization at any time. This includes being
	organization at any time. This includes being	the highest executive level of the organization	supported by the Supplier's senior executive
	supported by the Supplier's senior executive	at any time. This includes being supported by	management.
	management.	the Supplier's senior executive management.	
	(ii) The pricing, terms and conditions of the	Delete Strikethrough:	(ii) Supplier's direct and indirect marketing and sales
	Master Agreement shall be Supplier's	Insert in Italics:	efforts to Public Agencies shall demonstrate that the
	leading contractual offering of Products and	(ii) The pricing, terms and conditions of the	Master Agreement provides significant benefits to
	Services to all eligible Public Agencies. All of	_ = = = = = = = = = = = = = = = = = = =	Participating Public Agencies.
1	Supplier's direct and indirect marketing and	contractual offering of Products and Services	
	sales efforts to Public Agencies shall	to all eligible Public Agencies. All of Supplier's	
	demonstrate that the Master Agreement	direct and indirect marketing and sales efforts	
	offering and not just on of Suppliers contract	to Public Agencies shall demonstrate that the	
	options.	Master Agreement provides <i>significant</i>	
		benefits to Participating Public Agencies.	
		Supplier's primary offering and not just on of	
		Suppliers contract options.	
	, , , ,	Delete Strikethrough:	(iii) Supplier's sales force (including inside, direct
	direct and/or authorized dealers,	Insert in Italics:	and/or authorized dealers, distributors, and
	distributors, and representatives) shall	(iii) Supplier's sales force (including inside,	representatives) shall present the Master
	always present the Master Agreement when	direct and/or authorized dealers, distributors,	Agreement when marketing Products or Services to
	marketing Products or Services to Public	and representatives) shall always present the	appropriate Public Agencies.
ĺ	Agencies.	Master Agreement when marketing Products	

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

5 a	T(1) G 11	h	(1) 6 11
2.2 Value	(i) Supplier represents to GovMVMT that the	_	(i) Supplier represents to GovMVMT that the pricing
Commitment	pricing in the scope of products offered		of Products and Services offered under the Master
	under the Master Agreement is equal or		Agreement competitive with any other pricing
	better than any other pricing options it		options it offers to Public Agency. Supplier's pricing
	offers to public agencies. Supplier's pricing	_	shall be evaluated on an aggregate basis considering
	shall be evaluated on either an overall	_ · ·	applicable market conditions.
	project basis or the Public Agency's actual	other pricing options it offers to public Public	
	usage for more frequently purchased	agencies Agency. Supplier's pricing shall be	
	Products and Services.	evaluated on <i>an aggregate basis considering</i>	
		applicable market conditions. either an-	
		overall project basis or the Public Agency's	
		actual usage for more frequently purchased	
		Products and Services.	
2.2 Value	(ii) If a pre-existing contract and/or a Public	Delete Strikethrough:	Intentionally Omitted
Commitment	Agency's unique buying pattern provide one	(ii)Contract Offering Lower Price. If a pre-	
(ii) Contract Offering	or more Public Agencies a lower price than	existing contract and/or a Public Agency's	
Lower Price.	that offered under the Master Agreement,	unique buying pattern provide one or more	
	Supplier shall match that lower pricing under	Public Agencies a lower price than that	
	the Master agreement and inform the	offered under the Master Agreement,	
	eligible Public Agencies that the lower	Supplier shall match that lower pricing under	
	pricing is available under the Master	the Master agreement and inform the eligible	
	Agreement. If an eligible Public Agency	Public Agencies that the lower pricing is	
	requests to be transitioned to the Master	available under the Master Agreement. If an	
	Agreement, Supplier shall do so and report	eligible Public Agency requests to be	
	the Public Agency's purchases made under	transitioned to the Master Agreement,	
	the Master Agreement going forward. The	Supplier shall do so and report the Public	
		Agency's purchases made under the Master	
	Agencies. Below are three examples of	Agreement going forward. The price match	
	Supplier's obligation to match the pricing	only applies to the eligible Public Agencies.	
	under Supplier's contracts offering lower	Below are three examples of Supplier's	
	prices.	obligation to match the pricing under	
	P.11000.	Supplier's contracts offering lower prices.	
2.2 Value	(ii)(A) Suppliers holds a state contract with	Delete strikethrough:	Intentionally Omitted
Commitment	lower pricing that is available to all Public	(ii)(A)	
(ii)(A)			
(")(")	required to match the lower state pricing	pricing that is available to all Public Agencies	
	under the Master Agreement and make it	within the state. Supplier would be required	
	available to all Public Agencies within the	to match the lower state pricing under the	
	state.	Master Agreement and make it available to all	
	June 1	Public Agencies within the state.	
2.2 Value	(ii)(B) Supplier holds a reginal cooperative	Delete Strikethrough	Intentionally Omitted
Commitment	contract with lower pricing that is available	(ii)(B)	The state of the s
(ii)(B)	only to the ten cooperative members.	Supplier holds a reginal cooperative contract	
(")(")	Supplier would be required to match the	with lower pricing that is available only to the	
	lower cooperative pricing under the Master	ten cooperative members. Supplier would be-	
	Agreement and make it available to the ten	required to match the lower cooperative	
	Ligiteennenit and make it available to the feu	required to materiative tower cooperative	

	cooperative members.	pricing under the Master Agreement and make it available to the ten cooperative members.	
2.2 Value Commitment (ii)(C)	eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and	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	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	(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 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 not to be competitive with an alternative contract held by Supplier. This could be created by a unique enduser 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		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		(iv)(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier

(iv) Supplier's Options	Agreement. If Supplier is awarded the	terms and conditions of the Master	is awarded the contract, the sales would not be
	contract, the sales would be reported as		reported as sales under the Master Agreement.
	sales under the Master Agreement.	not the sales would be reported as sales under	
Procurement		the Master Agreement.	
Solicitation. (B)		g. comment	
2.2 Value	(iv)(C) If competitive conditions require	Delete Strikethrough:	(iv)(C) Supplier may submit lower pricing through
Commitment	pricing lower than the standard Master		the Master Agreement. If Supplier is awarded the
1	Agreement pricing, Supplier may submit	(iv)(C) If competitive conditions require	contract, the sales would not be reported as sales
	lower pricing through the Master	pricing lower than the standard Master-	under the Master Agreement.
•	Agreement. If Supplier is awarded the	Agreement pricing, Supplier may submit lower	
	contract, the sales would be reported as	pricing through the Master Agreement. If	
	sales under the Master Agreement. Suppliers		
	would not be required to extend the lower	would not be reported as sales under the	
	price to other Public Agencies.	Master Agreement. Suppliers would not be	
		required to extend the lower price to other	
		Public Agencies.	
2.2 Value	(iv)(D) If awarded a contract, Supplier shall	Delete Strikethrough: Insert in Italics:	(iv)(D) If the awarding Public Agency does not
	still be bound by all obligations set forth in		register as a Participating Public Agency, then the
	this Section 2, including without limitation,	register as a Participating Public Agency, then	
_	the requirement to continue to advise the	·	Master Agreement; provided, however, if awarded a
<u>-</u>	awarding Public Agency of the pricing, terms		contract, Supplier shall still be bound by applicable
	and conditions of the Master Agreement.	1	obligations set forth in this Section 2, including
Solicitation. (D)			without limitation, any requirement to continue to
			advise the awarding Public Agency of the pricing,
		_	terms and conditions of the Master Agreement.
		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	
2.2 Value	(iv)(E) Supplier may respond to the	Master Agreement. (iv)(E) Supplier may respond to the	(iv)(E) If an alternative response is permitted, then
	procurement solicitation with pricing that is		Supplier may offer the pricing under the Master
	hither (net to buyer) than the pricing offered	,	Agreement as an alternative consideration.
1	under the Master Agreement and if an	under the Master Agreement and if an	Agreement as an alternative consideration.
	alternative response is permitted, Supplier	alternative response is permitted, then	
	my offer the pricing under the Master	Supplier may offer the pricing under the	
	Agreement as an alternative consideration.	Master Agreement as an alternative	
55(L)		consideration.	
2.3 Differentiator	2.3 Supplier shall demonstrate the value,		Supplier shall demonstrate the value, competitive
	competitive scope, and differentiating		scope, and differentiating factors of the agreement
			against alternative procurement options in the
	procurement options in the marketplace at		marketplace at every appropriate opportunity. The
	every opportunity. The success of this		success of this program lies directly with properly
	program lies directly with properly	_ =	positioning the contract vehicle as the premier

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

	advertising, marketing and promotion of the	Supplier's name and log in connection with the	participating in related trade shows and
		advertising, marketing and promotion of the	conferences. At a minimum, Supplier's initiative shall
	_	Master Agreement to Public Agencies. Supplier	• •
		shall assist GovMVMT by providing camera-	competitively solicited by the Lead Public Agency, (ii)
		I	the Master Agreement provides competitive pricing
		1	and value to eligible agencies, (iii) there is no cost to
	• • •	•	Participating Public Agencies, and (iv) the Master
		I 7 7	Agreement is a non-exclusive contract.
		solicited by the Lead Public Agency, (ii) the	Agreement is a non-exclusive contract.
		Master Agreement provides the Suppliers best	
I I	and value to eligible agencies, (iii) there is no		
	cost to Participating Public Agencies, and (iv)		
		Participating Public Agencies, and (iv) the	
		Master Agreement is a non-exclusive contract.	
			Either party shall be responsible for complying with
			the other party's branding and logo standards and
_		Supplier Either party shall be responsible for	guidelines. Prior to use by either party, all related
	•	complying with the GovMVMT-other party's	marketing material must be submitted to the other
		branding and logo standards and guidelines.	party for review and approval.
•		Prior to use by Supplier's either party, all	party for review and approval.
		GovMVMT related marketing material must be	
		submitted to GovMVMT -the other party for	
		review and approval.	
2.4 Sales and	(iv) Supplier shall establish the following		Supplier may establish the following communication
		Insert in Italics:	links to facilitate customer access and
		Supplier shall <i>may</i> establish the following	communications:
(iv) Participating Public		communication links to facilitate customer	communications.
Agency Access.		access and communications:	
		Delete Strikethrough:	(iv) (A) A GovMVMT web-based home page that is
	. =		accessible from Supplier's home page or main menu
		based home page that is accessible from	navigation containing:
	navigation containing:	Supplier's home page or main menu navigation	
	(iv) (A)(7) A dedicated toll-free national	containing: Delete Strikethrough:	(iv) (A)(7) A toll-free national hotline for inquiries
		(iv) (A)(7) A dedicated toll-free national hotline	
	hotline for inquiries regarding GovMVMT;	(IV) (A)(7) A dedicated toll-free national notline	regarding Govivivivi i; and
	and		
12.4 20162 0110		for inquiries regarding GovMVMT; and	(v) Supplier angurage each Public Agency to
	(v) Supplier shall be responsible for ensuring	for inquiries regarding GovMVMT; and Delete Strikethrough:	(v) Supplier encourage each Public Agency to
Marketing	(v) Supplier shall be responsible for ensuring that each Public Agency has completed	for inquiries regarding GovMVMT; and Delete Strikethrough: Insert in Italics:	complete GovMVMT' online registration process
Marketing Commitment	(v) Supplier shall be responsible for ensuring that each Public Agency has completed GovMVMT' online registration process prior	for inquiries regarding GovMVMT; and Delete Strikethrough: Insert in Italics: (v) Supplier shall be responsible for ensuring	complete GovMVMT' online registration process prior to processing the Public Agency's first sales
Marketing Commitment (v) Electronic	(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	for inquiries regarding GovMVMT; and Delete Strikethrough: Insert in Italics: (v) Supplier shall be responsible for ensuring that encourage each Public Agency has to	complete GovMVMT' online registration process
Marketing Commitment (v) Electronic	(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.	for inquiries regarding GovMVMT; and Delete Strikethrough: Insert in Italics: (v) Supplier shall be responsible for ensuring that encourage each Public Agency has to completed GovMVMT' online registration	complete GovMVMT' online registration process prior to processing the Public Agency's first sales
Marketing Commitment (v) Electronic	(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.	for inquiries regarding GovMVMT; and 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	complete GovMVMT' online registration process prior to processing the Public Agency's first sales
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.	for inquiries regarding GovMVMT; and 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.	complete GovMVMT' online registration process prior to processing the Public Agency's first sales order.
Marketing Commitment (v) Electronic Registration: 2.4 Sales and	(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. (vii) Supplier may, from time to time, provide	for inquiries regarding GovMVMT; and 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.	complete GovMVMT' online registration process prior to processing the Public Agency's first sales

Commitment to GovMVMT (collectively "Supplier (vii) Supplier Content Content") for use on GovMVMT websites and for general marketing and publicity purposes. During the term of the Agreement, marketing and publicity purposes. During the Supplier hereby grants to GovMVMT and it's affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content in connection with publicly perform, publicly display, and use GovMVMT websites and for general marketing and publicity purpose, with the right to sublicense each and every such right, publicity purpose, with the right, upon 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) unrestricted right to grant the rights in and to 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. Exhibit C WHEREAS, The Master Agreement provides ADMINISTRATION that any state, county, city, special district, AGREEMENT RECITALS local government, school district, private K-Paragraph 2 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 "Public Agency" and collectively, "Public Products and Services at the prices indicated in the Master Agreement upon prior

certain graphics, media, and other content to use on GovMVMT websites and for general to GovMVMT and its affiliates a non-exclusive. worldwide, free, *non*-transferrable, *revocable* license to reproduce, modify, distribute, websites and for general marketing and supplier's content, to sublicense each and every such right. Supplier warrants that (a) Supplier is the owner of or otherwise has the 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.

(collectively "Supplier Content") for use on GovMVMT (collectively "Supplier Content") for GovMVMT websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to GovMVMT term of the Agreement, Supplier hereby grants 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 Supplier Content in connection with GovMVMT 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 GovMVMT as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

registration with GovMVMT in which case the Public Agency becomes a "Participating Public Agency";

Insert in Italics:

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 Agencies") may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with GovMVMT and election to purchase from Supplier under the Master Agreement, 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 GovMVMT 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.

Delete Strikethrough:

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.	
	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 provides significant benefits to Participating Public Agencies. is Supplier's preferred offering and not just one of Supplier's contract options.	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.	•	(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 vale offered through the Master Agreement.	Delete Strikethrough: Insert in Italics: (a)(iv)Supplier shall advise all appropriate	(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.
	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 registration by a 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)(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	personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's GovMVMT program and liked to GovMVMT website and shall implement and support such web page.	Delete Strikethrough: Insert in Italics: (a)(vi) Supplier shall also provide the personnel necessary to may implement and support a supplier-Supplier based internet web page dedicated to Supplier's GovMVMT program and liked to GovMVMT 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 GovMVMT program and liked to GovMVMT website and shall implement and support such web page.

	(a)(viii) Where Supplier has an existing	Delete Strikethrough:	(a)(viii) Where Supplier has an existing contract for
	. , ,		Products and Services with a state, Supplier shall
		(a)(viii) Where Supplier has an existing contract	7 7
		for Products and Services with a state, Supplier	=
	_	shall notify the state of the Master Agreement	
	Master Agreement upon the state's request.	=	state's registration to become a Participating Public
		and conditions of the Master Agreement upon	
	transition to the Master Agreement, Supplier		S- 17
		Participating Public Agency. 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.	
3.3 Supplier's		Delete Strikethrough:	(b)(i) Supplier represents to GovMVMT that the
Representations (b)	the overall pricing in the scope of products	Insert in Italics:	overall pricing of Products and Services offered
1			under the Master Agreement is competitive with
(1)		overall pricing in the scope of products and	any other pricing options it offers to Public Agencies.
	other pricing options it offers to public		Supplier's pricing shall be evaluated an aggregate
		the Master Agreement is equal to or better	basis considering applicable market conditions.
	1	than competitive with any other pricing	basis considering applicable market conditions.
	or the Public Agency's actual usage for more	_ · · · · · · · · · · · · · · · · · · ·	
		Agencies. 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.	
		Delete Strikethrough:	Intentionally Omitted
	ļ	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	
	r –	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	
	price match only applies to the eligible Public		
		Below are three examples of Supplier's	
		obligation to match the pricing under	
	1	Supplier's contracts offering lower prices.	
		(A) Supplier holds a state contract with	
	prices.	(A) Supplier Holas a state contract With	

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

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

Differentiator	factors of the agreement against alternative	Supplier shall demonstrate the value,	against alternative procurement options in the
Commitment	procurement options in the marketplace at	competitive scope, and differentiating factors	marketplace at every appropriate opportunity. The
(first paragraph)	every opportunity. The success of this	of the agreement against alternative	success of this program lies directly with properly
	program lies directly with properly	procurement options in the marketplace at	positioning this contract vehicle as the premier
	positioning this contract vehicle as the	every <i>appropriate</i> opportunity. The success of	cooperative purchasing option for Participating
	premier cooperative purchasing option for	this program lies directly with properly	Public Agencies.
	public agencies.	positioning this contract vehicle as the premier	
		cooperative purchasing option for public	
		agencies Participating Public Agencies.	
3.3 Supplier's	Supplier agrees that while this agreement	Insert in Italics:	Supplier agrees that while this agreement brings
Representations (c)	brings significant value to Public Agencies, it	Supplier agrees that while this agreement	significant value to Participating Public Agencies, it is
Differentiator	is not an exclusive agreement and can be	brings significant value to <i>Participating</i> Public	not an exclusive agreement and can be utilized at
Commitment	utilized at the discretion of the participating	Agencies, it is not an exclusive agreement and	the discretion of the participating Public Agencies.
(last sentence)	Public Agencies.	can be utilized at the discretion of the	
		participating Public Agencies.	
3.3 Supplier's	Supplier shall market the Master Agreement	Delete Strikethrough:	Supplier shall market the Master Agreement through
Representations (d)	through Supplier's sales force or dealer	Insert in Italics:	Supplier's sales force or dealer network that is
Sales Marketing		Supplier shall market the Master Agreement	properly trained, engaged and committed to
Commitment	and committed to properly position the	through Supplier's sales force or dealer	properly position the value of the Master
	value of the Master Agreement as Supplier's	network that is properly trained, engaged and	Agreement. Supplier's sales force compensation and
	preferred contract for Public Agencies.	committed to properly position the value of	incentives shall be comparable to the compensation
		1	and incentives earned under other contracts to
	incentives shall be greater than or equal to	contract for Public Agencies. Supplier's sales	Public Agencies.
	·	force compensation and incentives shall be-	
	under other contracts to Public Agencies.	greater than or equal comparable to the	
		compensation and incentives earned under	
		other contracts to Public Agencies.	
(d)(i) Supplier Sales	Delete Strikethrough:	Delete Strikethrough:	Supplier shall be responsible for proactive sales of
	Insert in Italics:	Insert in Italics:	Supplier's Products and Services to Participating
			Public Agencies and the timely follow-up to sales
	sales of Supplier's Products and Services to	of Supplier's Products and Services to	leads identified by GovMVMT. Use of product
		Participating Public Agencies and the timely	catalogs, targeted advertising, direct mail, online
	sales leads identified by GovMVMT. Use of	follow-up to sales leads identified by	marketing and other sales initiatives are
	r	GovMVMT. Use of product catalogs, targeted	encouraged. Supplier's sales materials targeted
	mail, online marketing and other sales	advertising, direct mail, online marketing and	towards Public Agencies may include the GovMVMT
	initiatives are encouraged. Supplier's sales	other sales initiatives are encouraged.	logo. GovMVMT hereby grants to Supplier, during
	_ =	Supplier's sales materials targeted towards	the term of this Agreement, a non-exclusive,
	_	Public Agencies should <i>may</i> include the	revocable, non-transferable, license to use the
	, , , , ,	GovMVMT logo. GovMVMT hereby grants to	GovMVMT name, trademark, and logo solely to
		Supplier, during the term of this Agreement, a	perform its obligations under this Agreement, and
	revocable, non-transferable, license to use	non-exclusive, revocable, non-transferable,	for no other purpose. Any goodwill, rights, or
	the GovMVMT name, trademark, and logo	license to use the GovMVMT name, trademark,	
	solely to perform its obligations under this		GovMVMT name, trademark, or logo shall insure to
	Agreement, and for no other purpose. Any		the benefit of GovMVMT. GovMVMT shall provide
	=	goodwill, rights, or benefits derived from Supplier's use of the GovMVMT name,	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	trademark, or logo shall insure to the benefit of	the Agreement, the Supplier shall provide GovMVMT
	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	in the use of the logo. During the term of the Agreement, the Supplier shall provide	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
	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 to Public Agencies. Supplier shall assist GovMVMT by providing cameraready 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 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.
	Master Agreement is a non-exclusive contract.	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.	
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 thatencourage 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.
	All language remains the same other than subsection numbering.		
(viii) Changed to (vii) Supplier Content	Supplier hereby grants to GovMVMT and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publicly perform, publicly display,	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 <i>non-exclusive</i> , worldwide, free, non-transferable, <i>revocable</i> 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, <i>upon Supplier's consent</i> , 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 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
Supplier's	The representations and covenants set forth in this Agreement are the foundation of the	I	The representations and covenants set forth in this Agreement are the foundation of the relationship
	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	If Supplier is found to be in violation of, or non-compliance with, one or more of the <i>material</i>	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

			<u></u>
3.5 Indemnity	immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at GovMVMT's sole discretion. Supplier hereby agrees to indemnify and defend GovMVMT, 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,	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 GovMVMT's sole discretion. Delete Strickthrough: Insert in Italics: Supplier hereby agrees to indemnify and defend GovMVMT, 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,	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 GovMVMT's sole discretion. Supplier hereby agrees to indemnify and defend GovMVMT, 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	audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. GovMVMT shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at GovMVMT's	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. GovMVMT 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. GovMVMT shall have the authority to conduct random audits of	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. GovMVMT 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 o one (1) year from the effective date of termination. GovMVMT shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at GovMVMT'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. GovMVMT may conduct the audit internally or may engage a third-

more frequently than once per calendar year.

Notwithstanding the forgoing, in the event-

GovMVMT shall have the ability to conduct a that GovMVMT is made aware of any pricing

(5) business days' prior written notice, and no contingent basis. GovMVMT 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

three (3) or more Participating Public

Agencies that is materially inconstant with

the pricing under the master Agreement,

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 business by Supplier. 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 uponreasonable notice. GovMVMT may conduct the audit internally or may engage a thirdparty 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

ARTICLE V FEES & REPORTING Administrative Fees

Supplier shall pay to GovMVMT a monthly administrative fee based upon the total sales Insert in Italics: 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 "Administrative Fees"). GovMVMT was founded on the principle of large volumes of Participating Public Agencies during each 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 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 agency and the supplier, and thus an the program. Tiered Administrative fees are outlined below based on Suppliers Annual measured on a calendar year basis. All administrative Fees shall be payable in U.S. Dollars and shall be made by wire to be directed in writing by GovMVMT.

Delete Strikethrough:

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 Master Agreement, excluding taxes and other amount of one and three-quarter percent below) of aggregate purchases made by calendar month (individually and collectively, "Administrative Fees"). GovMVMT wasfounded on the principle of large volumes of purchases resulting in aggressive discounts and a great resulting value for those volume. This value should exist for the public 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 incentivized tier structure has been developed to assure that these savings are passed along sales volume. Supplier's annual sales shall be 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 GovMVMT, or its designee or trustee as may salendar year basis. All administrative Feesshall 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 appropriate exclusions, in the amount of one calendar month (individually and collectively, (1.750% or lower according to the volume tiers 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").

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	potential program sponsors and state associations.		
Change to 5.3 Exception Reporting/Sales Reports Audits	associations. 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 Participatig Public Agencies, future potential sponsors, advisory concile members or GovMVMT staff. If there is a material deiscrepancy 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.	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 Participatig- Public Agencies, future potential sponsors, advisory concile members or GovMVMT staff- If there is a material deiscrepancy 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-	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.
		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.	
Pay Administrative Fees	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-	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)	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.
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.
Assignment			
	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, which consent shall not be unreasonably withheld, 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: HD Supply Facilities Maintenance, Ltd. 3400 Cumberland Blvd. SE Atlanta, GA 30339-4435	HD Supply Facilities Maintenance, Ltd. 3400 Cumberland Blvd. SE Atlanta, GA 30339-4435

6.7 Modifications.	This Agreement may not be effectively	Insert in Italics:	This Agreement may not be effectively amended,
	amended, changed, modified, altered or	This Agreement may not be effectively	changed, modified, altered or terminated without
	terminated without the prior written	amended, changed, modified, altered or	the prior written consent of the parties hereto, and
	consent of the parties hereto.	terminated without the prior written consent	no consent of any third party shall be required.
		of the parties hereto, <i>and no consent of any</i>	
		third party shall be required.	
6.8 Governing Law;		Delete Strikethrough:	This Agreement will be governed by and interpreted
Arbitration	•	Insert in Italics:	in accordance with the laws of the State of Georgia,
			without regard to conflict of law principles that
		1 · · · · · · · · · · · · · · · · · · ·	would result in the application of any law other than
		= =	the law of the State of Georgia.
	of the State of Delaware.	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> .	
	_	Language for 6.10 Successors and Assigns	This Agreement shall inure to the benefit of and
_	and shall be binding upon GovMVMT,		shall be binding upon GovMVMT, Supplier and any
	_ · · · · · · · · · · · · · · · · · · ·		successor and assign thereto; subject, however, to
		and any successor and assign thereto; subject,	the limitations contained herein.
	contained herein.	however, to the limitations contained herein.	
	No Original Language	Insert in Italics:	This Agreement is entered into solely between, and
Third Party		= -	may be enforced only by, GovMVMT and Supplier,
Beneficiaries			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
		third parties, including the Lead Agency or any	obligations of a party to any such third parties.
		Participating Public Agencies, or to create any	
		obligations of a party to any such third	
5 1 11 11 B 141675B		parties.	
Exhibit D MASTER		Delete Strikethrough:	WHEREAS, after a competitive solicitation and
	and selection process by Lead Public	Insert in Italics:	selection process by Lead Public Agencies, in
L COOPERATIVE	<u> </u>		compliance with their own policies, procedures,
PURCHASING	·	selection process by Lead Public Agencies, in	rules and regulations, a number of suppliers (each, a
	number of suppliers (each, a "Contract	compliance with their own policies,	"Contract Supplier") have entered into master
	Supplier") have entered into Master	r · · · · · · · · · · · · · · · · · · ·	agreements ("Master Agreements") with Lead Public
		suppliers (each, a "Contract Supplier") have	Agencies to provide a variety of goods, products,
	r =	_	and services to the applicable Lead Public Agency
		agreements ("Master Agreements") with Lead	and the Participating Public Agencies:
	, ,	Public Agencies to provide a variety of goods,	
		products, and services to the applicable Lead	
		Public Agency and the Participating Public	
EVHIDIT E EFDEDAL	Participating Public Agancies may shares to	Agencies:	Darticipating Public Agancies may shoose to will-s
EXHIBIT F FEDERAL	, ,		Participating Public Agencies may choose to utilize
	•	Participating Public Agencies may choose to utilize federal funds to purchase under the	federal funds to purchase under the Master
PROVISIONS (First	Master Agreement. This Exhibit includes	pullize rederal runus to purchase under the	Agreement. The Participating Public Agency must

paragraph)	Appendix II to the Federal Uniform Guidance. Complete this Exhibit F and	Master Agreement. The Participating Public Agency must 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.	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)	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-	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)	state, and local laws, rules, regulations, and ordinances, as appliable. It is further acknowledged that Supplier certifies	Delete Strikethrough: Insert in Italics: Supplier agrees to comply use commercially reasonable efforts to ensure compliance with all federal, state, and local laws, rules, regulations, and ordinances, as appliable. 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 appliable. 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)	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	Delete Strikethrough: 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	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 statues:	the procedural requirements of said statues:	
Instructions for		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	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.
	subcontractors.	performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.	OK per Brenda
B. Minimum Limits of Insurance: (i)	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	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	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).
B. ii.	bodily and personal injury, sickness, disease or death, injury to or destruction of	('claims made" coverage is not acceptable). Delete Strikethrough: Insert in Italics: Commercial Automobile Liability (owned, nonowned 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	Commercial Automobile Liability (owned, nonowned 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.
		loss of use resulting therefrom caused, in whole or in part.	OK per Brenda
B. iv. Professional Liability (Errors and Omissions) Coverage:	required in the event a contractor is	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.	OK per Brenda (if not applicable)

B. v. Commercial Umbrella or Excess	Commercial Umbrella or Excess Liability Coverage:	Commercial Umbrella or Excess Liability	B.v. Excess Liability Coverage:
Liability Coverage:		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 retentionsmust be declared to and approved by Owner so that Owner mayensure the financial solvency of the Contractor. At the option of Owner, either the insurer shall reduce or eliminate suchdeductibles or self-insured retentions as-	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 applicable 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 andagents (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	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.	Parties. Nothing contained in this section shall	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		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 inconnection 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.	performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. The insurer shall agree to	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 be caused, in whole or in part by 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 caused, in whole or in part by, 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.	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 caused, in whole	performed by the Contractor for Owner.
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	shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30)	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	return receipt requested, has been given to	notice terms and provisions provided they meet the minimum requirements under Georgia law
F (ii) Acceptability	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	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	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	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	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	
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	Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements 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

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

and assume all responsibility for the Work 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 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 a**ny r**esulting from negligence, recklessness, or and all actual and direct claims, suits, 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 the Contractor or subcontractor or anyone 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 described in this Section XXVII. to the extent the negligent act or omission is 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 The Contractor covenants and agrees to take connection with this Agreement. The Contractor shall bear actual and direct losses and damages rendered in connection with this Agreement. 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 rendered pursuant to this Agreement. To the 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 intentionally wrongful conduct arising out of the actions, judgments, injuries, damages, losses, 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

XXVIII. Indemnification/Hold Harmless (Second Paragraph)	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,	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	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.	provided to the extent that the claims are	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)	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	may receive confidential information of the County 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. The Contractor Each party 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	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.

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	information whether specifically deemed confidential or not.	to prevent the unauthorized disclosure and use of County the other party's information whether specifically deemed confidential or not.	
Convenience	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 becoming effective. However, at the County's sole option a termination of	following is a sample of the provision. The County Either party, by written notice, may terminate this contract, in whole or in part, when it is in the County's its interest. If	
with Georgia Security and Immigration Compliance Act PROCEDURES & REQUIREMENTS – BACKGROUND (Second Paragraph)	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	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)	
	Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of the		Intentionally Omitted

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Compliance Act	· •	subcontractor shall, as a condition of the	
PROCEDURES &		contract or subcontract, provide Cobb	
REQUIREMENTS -		County with notice of the identity of any	
BACKGROUND (Third		and all subsequent subcontractors hired	
Paragraph)		or contracted by that contractor or	
	days of entering into a contract or	subcontractor within five (5) business	
	agreement for hire with any subcontractor.	days of entering into a contract or	
	Such notice shall include an affidavit	agreement for hire with any	
	including the subcontractor's name,	subcontractor. Such notice shall include	
	address, user ID number, and date of	an affidavit including the subcontractor's	
	authorization to use the federal work	name, address, user ID number, and date	
	authorization program. O.C.G.A. & 13.10-	of authorization to use the federal work	
		authorization program. O.C.G.A. & 13.10-	
		91-(b)(3)	
XXXIX. Compliance			Based upon the County's experience and desire
with Georgia Security	desire for full compliance, no work may be	I = = = = = = = = = = = = = = = = = = =	for full compliance, no work may be commenced
and Immigration	commenced by any subsequent		by any subsequent subcontractor prior to notice
Compliance Act	subcontractor prior to notice being		being received by the County that the
PROCEDURES &			subcontractor (regardless of tier) is in compliance
REQUIREMENTS -	1 -		with the law and the attached Procedures &
BACKGROUND (fourth	compliance with the law and the attached	(regardless of tier) is in compliance with the	
	Procedures & Requirements, including the		submission of the Contractor (or Subcontractor)
Paragraph)	preparation and submission of the	Requirements, including the preparation and	
			commencement of any work
	Agreement AND the Immigration	Subcontractor) Affidavit & Agreement AND	The state of the s
		the Immigration Compliance Certificate	
	commencement of any work	PRIOR to the commencement of any work	
XXXIX. Compliance			Intentionally Omitted
with Georgia Security		(b) That the contractor (and any	
and Immigration		subcontractors, regardless of tier) fully	
Compliance Act		comply with the requirements for	
PROCEDURES &		completing and submitting the	
	and that such certification be received by	"Immigration Compliance Certification"	
REQUIREMENTS (3)(b)		and that such certification be received by	
	any work under the contract or	the Conty prior to the commencement of	
	subcontract;	any work under the contract or	
		subcontract;	
XXXIX. Compliance		·	Intentionally Omitted
with Georgia Security	regardless of tier) notify the County within		
		subcontractor, regardless of tier) notify	
and Immigration		the County within five (5) business days	
Compliance Act		of entering into a contract or other	
PROCEDURES &		agreement for hire with any	
REQUIREMENTS (3)(c)		subcontractor(s), regardless of tier;	
VVVIV Compliance			That upon notice of a material breach of these
XXXIX. Compliance	these provisions, the contractor (or		
with Georgia Security			provisions, the contractor (or subcontractor, regardless of tier) shall be entitled to cure the
and Immigration	publication, regardless of tier j shall be	mese provisions, me contractor (or	regardiess of der j shan be endided to cure the

Compliance Act PROCEDURES & REQUIREMENTS (3)(h) change (h) to (f)	days and provide evidence of such cure.	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	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)		Delete Strikethrough: Notify the County within five business days of entering into a contract or agreement for hirewith any subcontractor(s);	Intentionally Omitted
SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1) (2)	compliance with O.G.G.A. & 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1)	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)	their subcontractor(s) verification of compliance with O.G.G.A. & 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1)	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	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)	associated with any sales, orders or supply of any good or service under this Master	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. In the event of a conflict between Addendum "B" and Addendum "C", Addendum "C" shall prevail.	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)	higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") registered with Innovative Government Services Association's GovMVMT'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	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 GovMVMT's Purchasing Cooperative (Cooperative") and submitted to Supplier a written election notice to use this Master	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 GovMVMT'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:	All terms and conditions of the Contract Documents shall herein remain in full force and effect for the Term. OK

	(12) month periods ("Renewal Terms"). This Agreement shall terminate absolutely on <final date="" expiration="" in="" itb="" rfp="">,</final>	("Initial Term"). Owner shall have the option to renew this Agreement for three (3) additional twelve (12) month periods	This Agreement shall begin on <date by="" chairwoman="" signed=""> (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 date="" expiration="" in="" itb="" rfp="">, unless earlier terminated as provided in Addendum "A" Owner Terms and Conditions</final></date>
Terms and Conditions	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 Florida, 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	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 Gobb County Procurement Services 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 [Company Address] 3400 Cumberland Blvd. SE, Atlanta, GA 30339-4435 ("Contractor"). For the purposes of this Agreement, "County"	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".
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
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	
	and Agreement, and	necessary to fulfill all of the requirements of	
		this Agreement; and	
RECITALS (third	WHEREAS, County desires to retain Cobb	Delete Strikethrough:	WHEREAS, County desires to retain Contractor to
Sentence)	County Procurement Services to provide	Insert in Italics:	provide [Subject].
Sentence	[Subject].	WHEREAS, County desires to retain Cobb-	provide [Subject].
	[Subject].	County Procurement Services Contractor to	
		provide [Subject].	
TERMS AND		provide [Subject].	
CONDITIONS			
			4.44
Section 1.01.		4. replaced by 1 Master Agreement Including	1. Master Agreement Including 2. Exhibit "A"
Definitions (A)		•	3. Exhibit "B" 4. Exhibit "B-1"
numbering changes		6 replaced by 3 Exhibit "B"	5. Exhibit "B-2"
		7 replaced by 4 Exhibit "B-1"	
		8 replaced by 5 Exhibit "B-2"	
		Add 6. Exhibit "C"	
		Remove 9	
Section 1.01.		Insert in Italics" In the event of a conflict	
Definitions (A) Last		between Addendum "B" and Addendum "C",	
sentence		Addendum "C" shall prevail.	
Section 1.04.	County may terminate this Agreement at any	Delete Strikethrough:	Either Party may terminate this Agreement at any
Termination (B) For	time for any reason upon 30 days' prior	Insert in Italics:	time for any reason upon 30 days' prior written
Convenience, (First	written notice to Contractor.	County Either Party may terminate this	notice to other Party.
Sentence)		Agreement at any time for any reason upon 30	
		days' prior written notice to Contractor other	
		Party.	
Section 1.04	Notwithstanding this provision, and as	Delete Strikethrough:	Notwithstanding this provision, and as permitted
Termination (C) By	permitted by statute, this Agreement will	Insert in Italics:	by statute, this Agreement will automatically be
Statute (Second	automatically be extended for consecutive	Notwithstanding this provision, and as	extended for consecutive one-year periods
Paragraph)	one-year periods beyond the Initial	permitted by statute, this Agreement will	beyond the Initial Expiration Date on a year-to-
	Expiration Date on a year-to-year basis	automatically be extended for consecutive	year basis until the expiration of the Term hereof
	until the expiration of the (insert	one-year periods beyond the Initial	unless either party notifies the other in writing of
	term) term hereof unless either party		its intent not to extend this Agreement at least 30
	notifies the other in writing of its intent	the expiration of the (insert term)	days' prior to the date of termination set forth in
	not to extend this Agreement at least 30	term Term hereof unless either party	such notice, or, for any one-year renewal term
	days' prior to the date of termination set	notifies the other in writing of its intent not	subsequent to the initial Expiration Date, at least
	forth in such notice, or, for any one-year	to extend this Agreement at least 30 days'	thirty 30 days' prior to the expiration of the then-
	renewal term subsequent to the initial	prior to the date of termination set forth in	current annual period.
	Expiration Date, at least thirty 30 days'	such notice, or, for any one-year renewal	
	-	term subsequent to the initial Expiration	
	annual period.	Date, at least thirty 30 days' prior to the	
		expiration of the then-current annual period.	
Section 1.05 Scope of	Contractor shall be responsible for designing,	Delete Strikethrough:	Contractor shall be responsible for designing,
Work/Services (B)	offering, supporting, maintaining, delivering,		offering, supporting, maintaining, delivering,
Second Sentence	furnishing, operating, and performing all	Contractor shall be responsible for designing,	furnishing, operating, and performing all necessary
pecona sentence	running, operating, and periorining all	contractor strait be responsible for designing,	runnishing, operating, and performing an 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 <i>Services</i> (including equipment and supplies) required to complete the Work in accordance with this Agreement. OK
Section 1.06 Representation and Warranties (C)	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	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)	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.	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	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)	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. 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.	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	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) FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF CLAIMANT FOR DEFECTIVE GOODS, WHETHER THE CLAIM SHALL SOUND IN CONTRACT, TORT, TO, ALL IMPLIED WARRANTIES OF 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 SPECIFICATIONS PROVIDED BY COUNTY. 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 WITH ANY STATUTES, LAWS, CODES, ORDINANCES OR REGULATIONS. H 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.

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

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 IN CONNECTION WITH ANY DEFECTS IN OR TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. CONTRACTOR EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED 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 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 **COUNTY. CONTRACTOR DOES NOT CERTIFY** warranties are cumulative and in addition to any OR GUARANTEE THAT ANY GOODS COMPLY 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.	Insert in Italics: 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.	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 five (5) business (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.	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: Insert in Italics: Cobb County Procurement Services HD Supply Facilities Maintenance, Ltd. [Company Address]-3400 Cumberland Blvd. SE Atalanta, GA 30339-4435 Electronic notice to:	HD Supply Facilities Maintenance, Ltd3400 Cumberland Blvd. SE Atalanta, GA 30339-4435 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: Insert in Italics: Delivery shall not be complete until the goods Goods 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:	drawings, specifications, and released	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.	components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance

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 gods 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 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 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 **gods** 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 constitute acceptance or limit any of those under the warranty provisions of this all returns shall be subject to Contractor's "Return Policy" located at https://hdsupplysolutions.com/s/returns

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, regardless of 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 *Goods* or payment for goods-Goods shall not subject to Contractor's "Return Policy" located at https://hdsupplysolutions.com/s/returns policy. the warranty provisions of this Agreement County's rights, including without limitation County may appoint a certified accountant to inspect and audit all records relating to the sale of Agreement. Notwithstanding the foregoing, 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 **Delete Strikethrough:** assume all responsibility for the Work 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 fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless County and County's elected and appointed

Insert in Italics:

rendered in connection with this Agreement. 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 rendered pursuant to this Agreement. To the 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, tortious conduct arising out of the Work, 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 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

"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 on the amount or type of damages,compensation or benefits payable by or for any limitation on the amount or type of Contractor or any subcontractor under workers' or workmen's compensation acts, by or for Contractor or any subcontractor 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 not be limited in any way by any limitation indemnification obligation set forth in this provision shall not be limited in any way by under workers' or workmen's compensation survive expiration or termination of this acts, disability benefit acts or other

indemnity which would otherwise exist as to any party or person described in this provision

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 damages, compensation or benefits payable acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall Agreement, to the extent that the claims are based

Section 1.20 Force Majeure	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)	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	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
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 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.	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 1.13 No Personal Liability (thir Sentence)	dservices under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability.	under this Agreement shall not subject	Likewise, Contractor's performance under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability.
Section 1.11 Indemnification (B) Intellectual Property Indemnification	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.	officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition,	
	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.	indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement,-	provision.

	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	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	
Section 1.29 Assignment	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.	unreasonably withheld. Any such assignment must be in writing and shall include an	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	precludes County or nay of County's departments or agencies form obtaining like services from other vendors.	Insert in Italics: This Agreement is entered into solely for the	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	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	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	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

	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.	· · · · · · · · · · · · · · · · · · ·	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.
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.	Each term of this Agreement is material, and Contractor's either Party's breach of any term of this Agreement shall be considered a	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	LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR
INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL,	DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE
CONSEQUENTIAL OR SIMILAR DAMAGES SUCH	FORESEEABLE OR CAUSED BY CONTRACTOR'S
AS LOSS OF USE, LOST PROFITS, ATTORNEYS'	BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT
FEES OR DELAY DAMAGES, EVEN IF SUCH	PROPERLY IS A CLAIM AGAINST A MANUFACTURER,
DAMAGES WERE FORESEEABLE OR CAUSED BY	OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID
CONTRACTOR'S BREACH OF THIS AGREEMENT	TO CONTRACTOR FOR GOODS FURNISHED TO
(b) ANY CLAIM THAT PROPERLY IS A CLAIM	COUNTY THAT ARE THE SUBJECT OF SUCH CLAIM(S).
AGAINST A MANUFACTURER, OR (c) ANY	ALL CLAIMS MUST BE BROUGHT WITHIN ONE (1)
AMOUNT EXCEEDING THE AMOUNT PAID TO	YEAR OF ACCRUAL OF A CAUSE OF ACTION
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	

