



**Supplier Contract Marketplace Agreement
Empire State Cooperative Procurement Alliance and Empire Procure Connect (EPC)
Marketplace**

This Supplier Marketplace Agreement ("Agreement") is entered into by and between the Empire State Cooperative Procurement Alliance ("Alliance"), and [Supplier Name], a [State of Incorporation] corporation with its principal office located at [Address] ("Supplier").

Recitals

WHEREAS, the Alliance operates the Empire Procure Connect Marketplace ("EPC Marketplace"), a cooperative procurement platform for Suppliers to market contracts awarded by government entities that comply with New York State General Municipal Law (GML) §103(16);

WHEREAS, Supplier has been awarded a government contract by Hillsborough County Public School, FL, which meets the requirements of GML §103(16) and desires to market the contract through having a presence in the EPC Marketplace;

**Public Safety and Emergency Preparedness Equipment and
Related Products and Services**

**Hillsborough County Public Schools, FL
(RFP) #24101-RFP-DST**

Empire Procure Connect Contract Number: EPC-GOVMVMT-25-001

**Awarded Supplier: Safeware, Inc.
October 2, 2024 – October 1, 2029**

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Participation in EPC Marketplace

1.1 Eligibility

Supplier represents and warrants that the contract noted above complies with the piggyback requirements of GML §103(16).

1.2 Marketplace Presence

Supplier shall establish and maintain a marketplace presence in the EPC Marketplace, including providing required documentation, product/service descriptions, and pricing consistent with the awarded contract.



1.3 Catalog Requirements

Supplier agrees to provide an informational, hosted or punchout catalog containing products/services offered under its awarded contract, adhering to the catalog requirements outlined in the EPC Marketplace Terms and Conditions incorporated herein by reference.

2. Supplier Convenience Fee

2.1 Fee Structure

A Supplier Convenience Fee of 1.75% of all sales made under this Supplier Contract Marketplace Agreement to New York entities that fall under New York General Municipal Law and as stated below:

- a. New York State political subdivisions and others authorized by New York State law may participate in the Contract. These include, but are not limited to, local governments, public authorities, boards of cooperative educational services (BOCES), public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations through the Empire Procure Connect Marketplace administered by the Alliance.

2.2 Fee Remittance

Supplier shall remit the Supplier Convenience Fee to the Alliance's technology partner, Periscope Holdings, Inc. ("Periscope"), on a quarterly basis, using the Reconciler portal or as otherwise directed. Payments must be made no later than 30 calendar days after the end of each calendar quarter.

2.3 Quarterly Sales Reporting

Supplier shall submit a Quarterly Sales Report detailing all sales transactions, including zero sales, in accordance with the EPC Marketplace Terms and Conditions.

3. Terms and Conditions

Supplier acknowledges receipt and acceptance of the EPC Marketplace Terms and Conditions, which are incorporated by reference into this Agreement.



4. Marketing and Promotion

4.1 Cooperation

Supplier agrees to cooperate with the Alliance and Periscope to develop and execute marketing campaigns to promote its products/services within the EPC Marketplace.

4.2 Education and Training

Supplier shall ensure its personnel are trained in the EPC Marketplace's functionalities, including compliance with cooperative procurement guidelines.

5. Compliance and Termination

5.1 Compliance with Laws

Supplier shall comply with all applicable federal, state, and local laws, including those governing cooperative procurement in New York State.

5.2 Suspension or Removal

The Alliance reserves the right to suspend or remove Supplier from the EPC Marketplace for non-compliance with this Agreement or the incorporated Terms and Conditions.

6. Records and Audit

Suppliers shall maintain accurate sales records and provide access to the Alliance or Periscope for audit purposes. Any underpayment discovered during an audit must be promptly remitted, including audit costs if underpayment exceeds 5%.

7. Indemnification and Liability

Suppliers agree to indemnify, defend, and hold harmless the Alliance, its members, and Periscope from any claims arising out of Supplier's participation in the EPC Marketplace.

8. Term and Termination

8.1 Term

This Agreement shall commence on **February 17, 2025**, and continue unless terminated by either party with 30 days' written notice.



8.2 Termination for Cause

The Alliance may terminate this Agreement immediately for Supplier's breach of its terms or the incorporated Terms and Conditions.

9. Miscellaneous

9.1 Governing Law

This Agreement shall be governed by the laws of the State of New York.

9.2 Entire Agreement

This Agreement, including the EPC Marketplace Terms and Conditions, constitutes the entire agreement between the parties.

EMPIRE STATE COOPERATIVE PROCUREMENT ALLIANCE SUPPLIER CONTRACT MARKETPLACE AGREEMENT

**Hillsborough County Public Schools, FL
(RFP) #24101-RFP-DST**

**Public Safety and Emergency Preparedness Equipment and
Related Products and Services**

Awarded Supplier: Safeware, Inc.

These terms and conditions are incorporated into Supplier Contract Marketplace Agreement. All references below to "Supplier" shall mean the bidder/offeror awarded the Contract.

2. Empire State Cooperative Procurement Alliance

- a.** The Empire State Cooperative Procurement Alliance ("Alliance") is a county cooperative purchasing program in the State of New York comprised of the Counties of Chemung, Orange, Rockland, and Ulster. The Contract is a permissive cooperative contract that may be used by other public participating entities as described below.
- b.** Empire Procure Connect and the Empire Procure Connect Marketplace ("EPC Marketplace") has been developed in partnership with Periscope (as defined below) to streamline the selling process for public participating entities in New York. It is both a technology system and a cooperative purchasing program.



3. Public Participating Entities

- a. New York State political subdivisions and others authorized by New York State law may participate in the Contract. These include, but are not limited to, local governments, public authorities, Boards of Cooperative Educational Services (BOCES), public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations through the EPC Marketplace administered by the Alliance.
- b. "Alliance Member" means any public participating entity conducting purchases pursuant to a cooperative contract established by the Alliance. The County is also an Alliance Member and may be included in references to same herein.

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4. Quarterly Sales Reporting

The Supplier shall be required to submit a quarterly report documenting all Sales (as defined below) in New York State made under the Contract ("Quarterly Sales Report"). "Sales" shall mean total invoices for Net Purchases (as defined below). "Net Purchases" means the total gross purchases, less any credits, taxes, regulatory fees, and separately stated shipping charges not included in unit prices, procured by an Alliance Member, regardless of whether or not EPC Marketplace is used as part of the purchase process. The Quarterly Sales Report shall be submitted directly to Periscope using the Reconciler portal (Periscope's reporting tool to which a link shall be provided to Supplier), or otherwise as reasonably directed by Periscope and/or the County, no later than thirty (30) calendar days after the end of each calendar quarter. The calendar quarters will end September 30th, December 31st, March 31st, and June 30th each year. Quarterly Sales Report will include periods less than a full calendar quarter if this amendment adding these terms and conditions to the Contract does not start on the first day of a quarter or end on the last day of the quarter. Supplier shall submit one Quarterly Sales Report for each contract for each reporting period. The Quarterly Sales Report must contain the following information:

- a. Complete and accurate details of all sales, credits, returns, refunds, and the like for the reporting quarter;
- b. Purchasing Alliance Member and type
- c. Product/service description, unit price, quantity and total sale amount;
- d. Invoice number and date;
- e. Total Supplier Convenience Fee (as defined below), which is the amount due for the reporting quarter. This fee is calculated by multiplying the quarterly Sales by 1.75%;
- f. For all Sales made under or utilizing the pricing or other terms of the Contract that have been invoiced, the Supplier shall remit a fee in the amount of one and one-three quarter percent (1.75%) of all such Sales ("Supplier Convenience Fee") to Periscope; and
- g. Such other information as the County and/or Periscope may reasonably request.



If no Sales were made during the reporting quarter, then a Quarterly Sales Report shall still be submitted showing zero Sales and zero Supplier Convenience Fee due.

The Supplier is responsible for initiating and submitting the Quarterly Sales Report without prompting or notification from Periscope or the County. Periscope and the County assume no responsibility for Supplier's failure to meet its sales reporting and fee remittance obligations. The County reserves the right to contact the Supplier at any time to request that the Supplier attest to the amounts reported to have been paid to them by an Alliance Member.

The County and Periscope shall have a perpetual, irrevocable, non-exclusive, royalty-free, transferable right to display, modify, copy, and otherwise use reports, data, and information provided.

5. Remittance of the Supplier Convenience Fee

- a. Every quarter, and at the same time as the submission of the Quarterly Sales Report per the above, the Supplier shall remit the Supplier Convenience Fee via automated clearing house (ACH) transaction directly to Periscope using the Reconciler portal, or as otherwise reasonably directed by Periscope or the County, no later than thirty (30) days after the end of each calendar quarter. The calendar quarters will end September 30th, December 31st, March 31st, and June 30th each year. Periscope's or the County's receipt or acceptance of any Quarterly Sales Report and/or Supplier Convenience Fee furnished pursuant to the Contract shall not preclude Periscope or the County from challenging the validity thereof at any time. Failure to remit the Quarterly Sales Report and/or Supplier Convenience Fee in a timely and accurate manner may result in the Supplier's goods and/or services being made ineligible for purchase through the EPC Marketplace. Continued non-compliance by the Supplier may result in the Supplier being found in default of the Contract and, thus, may be subject to termination. Assistance with Supplier Convenience Fee remittance is available from Periscope Customer Service by email or telephone, and contact information shall be provided during the Supplier's onboarding.

6. Retention and Inspection of Records and Audit

- a. The Supplier shall keep records of all sales made to an Alliance Member in sufficient detail to enable the County to determine the Supplier Convenience Fee payable by the Supplier. **The County and/or Periscope** may examine and audit, at its own expense, the Supplier's sales records and Quarterly Sales Reports for completeness and accuracy. If such examination reveals underpayment of the Supplier Convenience Fee, the Supplier shall immediately pay Periscope the deficiency amount. If the examination reveals an underpayment of 5% or more, then the Supplier shall reimburse the **County and/or Periscope** for the cost of the audit.



7. Empire State Procurement Alliance Cooperative Program Marketing, Training, and Performance Review

a. Supplier agrees to work cooperatively with County and Periscope personnel. The Supplier agrees to present plans to the County for the education of the Supplier's contract administrator(s) and sales/marketing workforce regarding the Contract, including the competitive nature of the Alliance's procurements, the Contract, and the manner in which qualifying entities can participate in the Contract.

b. Supplier agrees to notify the County and Periscope of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of the Contract or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or orders from the Contract. Upon request of the County or Periscope, the Supplier shall provide a copy of any such provisions.

8. Supplier's Compliance and Termination of Access

- a. The Supplier hereby acknowledges and agrees that the Alliance reserves the right to remove, suspend, or bar Supplier from using the EPC Marketplace if, in the Alliance's sole discretion, the Supplier fails to strictly adhere to: (i) The Alliance's rules, regulations, and policies, as may be updated from time to time, (ii) the laws and regulations of the using Alliance Member, and (iii) the laws and regulations of the State of New York. Failure to adhere includes violations of terms of use/service, code of conduct breaches, or any actions that contravene applicable local, county, or state laws.
- b. The Alliance may take immediate action to remove, suspend, or bar Supplier if the Alliance determines that the Supplier's continued use of the Alliance poses a risk to other users, the integrity of the Alliance and/or the EPC Marketplace, or violates any applicable laws or regulations.
- c. The duration and terms of removal, suspension, or barring shall be determined by the Alliance based on the severity and frequency of the violation(s). The Alliance reserves the right to permanently bar a Supplier for repeated or severe violations.
- d. The Supplier agrees that the Alliance's determination in these matters is final and binding.



Empire Procure Connect

1. Empire Procure Connect General Terms and Conditions

- a. The Alliance entered into a multi-year agreement with Periscope Holdings, Inc. ("Periscope"), whereby Periscope will provide electronic marketplace hosting and management services to enable an Alliance Member to access a central online website to view and/or shop the goods and services available from existing Alliance cooperative contracts. The central online website is referred to as "Empire Procure Connect."
- b. The Supplier will have visibility in Empire Procure Connect with a marketplace presence that contains the Supplier's contract and contact information. Marketplace presence implementation is also available to the Supplier at no additional cost to provide customers with information about the Supplier's products and services in a shoppable format. At a minimum, the Supplier is required to participate in Empire Procure Connect by creating a marketplace presence in the EPC Marketplace. The Supplier can implement a catalog in the marketplace as described below.
- c. Marketplace Presence - If the Supplier does not have a product listing to create a hosted catalog or a punchout catalog, they should establish a marketplace presence by providing marketing materials and website URLs showcasing their awarded products and services. Any pricing displayed must align with the prices listed in the Contract, ensuring consistency and transparency for potential buyers.
- d. At a minimum, the Supplier agrees to the following timeline: Periscope staff shall provide a written request to the Supplier to begin the onboarding process. Supplier shall: 1) attend a Supplier onboarding meeting with Periscope within thirty (30) days of the date of execution of this amendment, and 2) complete marketplace presence or catalog approval process(es) within ninety (90) calendar days of the date of execution of this amendment. Supplier shall cooperate with the County and Periscope for any other reasonable requests to ensure an accurate depiction of the Contract in the EPC Marketplace.
- e. The Supplier shall ensure that any information or marketplace appearance complies with this Contract's scope and terms and conditions. Any identified deviation from the Contract must be corrected immediately. Any information or marketplace appearance that does not comply with the Contract's scope and terms and conditions can lead to a breach of contract and be escalated to the County for review and possible action. Any changes to the Supplier's marketplace presence permitted by the Contract must be pre-approved in writing by the County.



EPC Marketplace

1. Catalog Implementation

- a. These terms and conditions apply whenever a catalog is implemented, either through a Periscope-hosted or Supplier-hosted catalog with Empire Procure Connect.
- b. Periscope does not have an additional charge to the Supplier for creating a marketplace catalog.
- c. These terms and conditions govern the Supplier's use of Empire Procure Connect, whether the Supplier creates a catalog through Periscope-hosted or Supplier-hosted ("punchout catalog") options. Alternatively, the Supplier may establish a marketplace presence if a hosted catalog is unsuitable for their needs.

2. The Supplier must collaborate with the County and/or Periscope as needed, including attending meetings, to establish and continuously maintain an EPC Marketplace catalog featuring products and services aligned with the contract items. The Supplier has the flexibility to select one of the available catalog options.

- a. **Hosted Catalog** – Supplier shall provide a list of its awarded products and services (including product name, descriptions, images, relevant specifications, keyword search terms, etc.) and pricing consistent with the Contract and in the electronic format provided by Periscope. The product and service list may only provide the awarded products and services at prices listed in the Contract, including quantity and other discounts. To maintain the most up-to-date version of the product and service list in compliance with Contract's terms and conditions, the Supplier must provide updated product and service pricing information via electronic format approved by Periscope at least annually but no more than four times per year or as otherwise permitted by the Contract.
- b. **Punchout Catalog** – Supplier shall "punch out" to its own online catalog, provided that its online catalog can be integrated with the EPC marketplace via Commerce eXtensible Markup Language. Supplier's punchout catalog may only provide the awarded products and services at prices listed in the Contract, including quantity and other discounts. Supplier must validate that the punchout catalog is current by providing a written update to Periscope every four (4) months (or as otherwise provided in the Contract), verifying that Supplier has audited the offered products and services and pricing



3. Any price stated by the Supplier under the Contract (including in its hosted or punchout catalog) shall be inclusive of the Supplier Convenience Fee, which the Supplier shall not reflect as a separate line item on customer quotes and invoices.
4. The catalog implementation must be strictly limited to the Supplier's awarded contract offering (e.g., products and/or services not authorized through the resulting cooperative contract should not be viewable by Empire Procure Connect users).
5. **Revising Pricing and Product Offerings:**
 - a. Any revisions to product/service offerings (new products, altered SKUs, new pricing, etc.) must be pre-approved by the County and shall be subject to any other applicable restrictions concerning the frequency or amount of such revisions as stated in the Contract.
6. **Applicability:**

The Supplier agrees that the Alliance solely controls which contracts appear in the EPC Marketplace and may elect at any time to remove any or all the Supplier's offering from the EPC Marketplace.

 - a. The County reserves the right to approve the pricing on the EPC Marketplace. This marketplace review right is solely for the benefit of the County and participating entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Contract.
 - b. County-approved price changes are only effective once implemented within the EPC Marketplace. Errors in the Supplier's submitted pricing files will delay this process.
7. **Supplier Support:**
 - a. Periscope will provide contact information for implementation and support services through ongoing communications to all Suppliers and publicly available online resources.
8. **Minimum Requirements:**

When the Supplier is providing a catalog for the EPC Marketplace, the Supplier agrees to meet the following requirements:

 - a. The catalog must contain the current County approved contract pricing, including all applicable administrative fees and/or discounts built into the pricing, as well as the most County approved up-to-date product/service offering the Supplier is authorized to provide in accordance with the cooperative contract; and
 - b. The catalog must include County's contract identification number; and
 - c. The catalog must include detailed product line-item descriptions; and
 - d. The catalog must include pictures.



9. **NIGP/UNSCP Requirements:** Supplier shall support using either the National Institute of Government Procurement (NIGP) or United Nations Standard Products and Services Code (UNSCP) commodity codes. NIGP is the preferred commodity code. NIGP/UNSPC versions that must be adhered to are driven by Periscope for the Suppliers and are upgraded yearly. The Empire State Cooperative Procurement Alliance reserves the right to migrate to future versions of the NIGP/UNSPC Commodity Codes, and the Supplier shall be required to support the migration effort. All line items, goods, or services in the resulting contract must be associated with a NIGP/UNSCP Commodity Code. All line items must be identified at the most detailed NIGP/UNSPC Commodity Code level indicated by segment, family, class, and commodity.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**On behalf of the Empire State
Cooperative Procurement Alliance**

County of Rockland

By: _____
Name: Paul J. Brennan, FNIGP, CPPO
Title: Director of Purchasing
Date: _____

County of Chemung

By: _____
Name: Tricia Wise
Title: Director of Purchasing
Date: _____

County of Ulster

By: _____
Name: Edward Jordan

Title: Director of Purchasing
Date: _____

County of Orange

By: _____
Name: Renee Arnold-O'Regan
Title: Director of Purchasing
Date: _____

On behalf of Supplier

Safeware, Inc.

By: _____
Name: Rick Bond
Title: Vice President
Date: 2-10-25