

COUNTY OF ROCKLAND  
Department of General Services  
Purchasing Division



## CONTRACT AWARD

Title: **ONLINE MARKETPLACE ON BEHALF OF GOVMVMT PURCHASING COOPERATIVE AND OTHER GOVERNMENT AGENCIES**

Contract Period: December 29, 2025 – December 28, 2030, with the option to renew for two (2) additional three-year terms.

Original Date of Issue: December 29, 2025

Date of Revision:

COUNTY CONTRACT No: **RCO-RC-EPC-2025-007**

EPC Contract Number: **0000388**

Authorized Users: All political subdivisions of New York State and the United States of America or any agency thereof, any state, or any other political subdivision or district therein.

Address Inquiries To:

Name: Paul J. Brennan, FNIGP, CPPO  
Title: Director of Purchasing  
Phone: 845-364-3820  
Fax: 845-364-3809  
E-mail: purchasing@co.rockland.ny.us

### Description

**AMAZON BUSINESS - ONLINE MARKETPLACE ON BEHALF OF GOVMVMT PURCHASING COOPERATIVE AND OTHER GOVERNMENT AGENCIES**

Contract #	Vendor Number	Contractor & Address	Telephone No.
EPC-0000388 RCO-RC-EPC-2025-007		Amazon.com Services, LLC “Amazon Business” 410 Terry Ave North, Seattle, WA 98109-5210	SEE NEXT PAGE FOR AMAZON CONTACTS

## AMAZON BUSINESS CONTACTS

\*Asterisk indicates who the main point of contact is for each vertical.

### **Local Government:**

Travis Brown\* – [brwndax@amazon.com](mailto:brwndax@amazon.com) / 412.295.6832

Jessica Rice – [jesrichb@amazon.com](mailto:jesrichb@amazon.com) / 609.846.5025

Frank Doering – [doefrank@amazon.com](mailto:doefrank@amazon.com) / 508.663.6243

### **State Government:**

George Hawxhurst\* - [hawxhg@amazon.com](mailto:hawxhg@amazon.com) / 770-331-8159

### **EDU/K12:**

Amy Goggin\* – [afgoggin@amazon.com](mailto:afgoggin@amazon.com) / 518.495.9807

Alicia Gursky – [agursky@amazon.com](mailto:agursky@amazon.com) / 518.965.0400

Jeff Flynn – [jeffly@amazon.com](mailto:jeffly@amazon.com) / 856.207.6340

### **Higher Ed:**

Amanda Escamilla\* – [escamama@amazon.com](mailto:escamama@amazon.com) / 561.628.2407

Liza Mills – [lizam@amazon.com](mailto:lizam@amazon.com) / 206.266.4350

# NEW YORK GOVERNMENTS

## HOW TO USE THIS CONTRACT GUIDE

**Contract: RCO-RC-EPC-2025-007 (EPC #0000388)– Online Marketplace Contract**

**Accessing the Contract Within New York:** First, set up your Amazon Business account (if you don't already have one) by visiting <https://www.Amazon.com/business>. Once the Amazon Business account is secured; you will need to notify your Amazon Business activation team member (via email to [rockland-govmvmt-contract@amazon.com](mailto:rockland-govmvmt-contract@amazon.com)) that you would like to be connected to the Empire Procure Connect Contract adopted through Rockland County and GovMVMT. You can start purchasing off of the EPC contract as described above, and all future purchases will be tied to and reference both the EPC Contract number 0000388 and the Rockland County Contract number RCO-RC-EPC-2025-007.

### **1. Purpose of This Guide**

This guide provides agencies with instructions for properly using the Online Marketplace Contract awarded to Amazon Business. It ensures transparency, proper documentation, compliance with NYS General Municipal Law §103 Best Value requirements, and clear audit trails for all purchases.

### **2. Understanding the Dynamic Pricing Model**

This contract uses a dynamic pricing model in which multiple independent sellers compete on identical or equivalent items. Prices change in real time based on market competition. Agencies must document pricing at the time of purchase.

### **3. Step-by-Step Purchasing Instructions**

Step 1: Identify the needed product on Amazon Business.  
Step 2: Review all sellers, prices, shipping, and delivery times.  
Step 3: Take screenshots of seller listings and pricing prior to purchase and save them in the procurement file (Recommended).

### **4. When Not Selecting the Lowest-Priced Seller**

Agencies may select a higher-priced seller when justified (e.g., faster delivery, better warranty, seller reliability, brand compatibility). A brief written justification should be included with the purchase documentation.

### **5. Required Documentation**

Each purchasing file must include:

- Screenshot(s) of available pricing at the time of purchase
- Amazon Receipt showing purchase and payment method. (Invoice or p-card payment)
- Written justification if lowest-priced seller was not selected
- Any internal approvals

### **6. Audit and Record Retention Requirements**

Screenshots and justifications should be retained in accordance with agency record retention policies. These serve as proof of competitive pricing and Best Value decision-making.

### **7. Assistance and Support**

For contract questions: Rockland County Purchasing Division - [purchasing@co.rockland.ny.us](mailto:purchasing@co.rockland.ny.us)

For cooperative questions: GovMVMT Support - <https://www.govmvmt.org/contact-us/>

For technical assistance: Amazon Business Support

## **GOVERNMENT AGENCY USE THROUGH GOVMVMT NATIONAL COOPERATIVE**

### **HOW TO USE THIS CONTRACT GUIDE**

**Accessing the Contract Outside of New York:** First, register with the GovMVMT Cooperative on their website (<https://www.govmvmt.org/register/>) to access the contract. Next, set up your Amazon Business account if you don't already have one and notify your Amazon Business activation team member that you would like to be connected to the Rockland County Contract through GovMVMT. After the connection is completed, your agency can start purchasing off of the contract with all future purchases tied to and referencing the Rockland County Contract number RCO-RC-EPC-2025-007.

**OFFICE OF THE COUNTY ATTORNEY**

**Thomas E. Humbach**  
County Attorney

TO: LAURENCE O. TOOLE  
Clerk to the Legislature

FROM: ROBERT S. GARRISON JR.  
Principal Assistant County Attorney

DATE: DECEMBER 29, 2025

RE: AGREEMENT BETWEEN THE COUNTY OF ROCKLAND, ON BEHALF OF ITS DEPARTMENT OF GENERAL SERVICES – DIVISION OF PURCHASING, AND AMAZON.COM SERVICES DBA AMAZON BUSINESS FOR AMAZON BUSINESS ONLINE MARKETPLACE.

FILE NO: 2025-15928-01

X-----X  
Attached for filing is the above original agreement. Thank you.

cc: Brett Tutson (via email)  
Robin Brooks, Legislature (via email)  
Jaclyn Bettoli-Milani, Budget (via email)  
Paul J. Brennan, Purchasing (via email)  
Sabrina Samuels, Purchasing (via email)  
File

RG/rs  
Attachment  
2025-15928-01

**COUNTY OF ROCKLAND AGREEMENT FACE PAGE**

VENDOR'S NEW YORK STATE DEPT. OF STATE INCORPORATED NAME: <u>Amazon.com Services Dba Amazon Business</u>		COUNTY AGENCY: Department of General Services - Division of Purchasing	
VENDOR'S FEDERAL TAX ID NUMBER: <u>82-0544687</u>		TRANSACTION TYPE: <input checked="" type="checkbox"/> New RFB, RFP, Sole Source Notice, or RFCO NO.: <u>RCO-RC-EPC-2025-007</u>	
ENTITY TYPE: <input checked="" type="checkbox"/> For-profit <input type="checkbox"/> Not-for-profit <input type="checkbox"/> Individual <input type="checkbox"/> Mun. Corp.		LAW MATTER NO.: <u>2025-15928-01</u>	
VENDOR'S PRINCIPAL PLACE OF BUSINESS ADDRESS: <u>410 Terry Avenue North Seattle, WA 98109-5210</u>		LEG. RES. AUTH. AGREEMENT: <u>N/A of 20NA</u>	
VENDOR'S EMAIL ADDRESS: <u>brae seem@amazon.com</u>		BRIEF DESCRIPTION OF THE STATEMENT OF WORK AND SERVICES:	

DOCUMENT	TERM START DATE (mm/dd/yyyy)	TERM END DATE (mm/dd/yyyy or Project Completion)	TOTAL CONTRACT AMOUNT (Not to exceed amount)
Original Contract	Date Fully Signed	5 Years.	

OPTION RENEWAL TERMS (if applicable): Number of Terms: 2 | Length of Each Term: 3 Years.

ONLY THE CHECKED-OFF SCHEDULES, ATTACHMENTS, AND RIDERS ARE ATTACHED TO AND A PART OF THE AGREEMENT

**SCHEDULES**

- Schedule A - STATEMENT OF SERVICES
- Schedule B - PAYMENT SCHEDULES
- Schedule C - ADDITIONAL INSURANCE TERMS AND SCHEDULE
- Schedule D - REQUIRED SUBAWARD IDENTIFICATION INFORMATION FOR FEDERAL PASS-THROUGH FUNDS (2 CFR § 200.331(a)(1))
- Schedule E - LIQUIDATED DAMAGES

**ATTACHMENTS**

- Attachment A - INSURANCE COVERAGE WAIVER
- Attachment B - CONFIDENTIALITY / HIPAA PROVISIONS AND BUSINESS ASSOCIATE AGREEMENT  
(Only if the Agreement involves medical/psychiatric records or other protected health information)
- Attachment C - OFFICE OF ADDICTION SERVICES AND SUPPORTS (OASAS) STATE AID FUNDING AUTHORIZATION FUNDING REQUIREMENTS
- Attachment D - UNIFORM FEDERAL CONTRACT PROVISIONS RIDER FOR FEDERALLY FUNDED PROCUREMENT CONTRACTS

**OTHER SCHEDULES / ATTACHMENTS / RIDERS**

\_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_

**SIGNATURE PAGE FOLLOWS**

Agreement Face Page 1 of 2

LAW MATTER NO.: 2025-15928-01

**IN WITNESS THEREOF**, the parties have physically or electronically executed the attached Agreement on the dates written below their signatures.

**VENDOR:** Amazon.com Services Dba Amazon Business

I am the Vendor or authorized agent of the Vendor, and as such, I agree, and I have the authority to agree to all of the terms and conditions detailed in the attached Agreement, including this Agreement Face Page and all schedules, attachments, and riders. The Vendor waives any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

Document signed by:  
*Brett Tuson*

Signature: Brett Tuson | Name and Title: Brett Tuson  
Dated: December 22, 2025

**AGENCY:** Department of General Services - Division of Purchasing

(Approved for the signature of the County Executive)

If this box is checked, additional below Agency Head(s) signature(s) are applicable.

*Paul J.*

Signature: Paul J. Brennan | Name and Title: Paul J. Brennan, FNIGP, CPPO, NIGP-CPP  
Dated: \_\_\_\_\_

#### DEPARTMENT OF LAW

(Approved as to form and legal authority)

*Robert S. Garrison, Jr.*  
Signature: Robert S. Garrison, Jr. | Name and Title: Robert S. Garrison, Jr. - Principal Assistant County Attorney  
Dated: 12/23/25

#### COUNTY OF ROCKLAND

Signature: Edwin J. Day | Name and Title: Edwin J. Day, County Executive

Dated: 12/23/25

**AGENCY:** Select the Contracting Agency From Dropdown

(Approved for the signature of the County Executive)

Signature: \_\_\_\_\_ | Name and Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**AGENCY:** Select the Contracting Agency From Dropdown

(Approved for the signature of the County Executive)

Signature: \_\_\_\_\_ | Name and Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**AGENCY:** Select the Contracting Agency From Dropdown

(Approved for the signature of the County Executive)

Signature: \_\_\_\_\_ | Name and Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**THIS SIGNATURE PAGE MAY BE SIGNED IN COUNTERPARTS PER ARTICLE 23(B) OF THE AGREEMENT**



Agreement Face Page 2 of 2



**SCHEDULE A**  
**STATEMENT OF WORK AND SERVICES**



AMAZON BUSINESS ONLINE MARKETPLACE MASTER AGREEMENT  
AGREEMENT No.: RCO-RC-EPC-2025-007

This Master Agreement (this "Agreement") is entered into by and between The County of Rockland, NY ("Rockland County", "Rockland", "The County" or "Customer") and Amazon.com Services LLC dba Amazon Business ("Amazon Business") effective as of the later date of signature below (the "Effective Date").

BACKGROUND

Customer has issued solicitation RCO-RC-EPC-2025-007 for Online Marketplace on behalf of GovMVMT Purchasing Cooperative and other government agencies. Amazon Business runs a corporate and institutional purchasing program. The parties are entering into a relationship whereby Amazon Business will provide an online marketplace through the Amazon Business store to Customer and eligible Public Agencies who enroll in this Cooperative ("Participating Public Agencies"). Enrollment by Customer and Participating Public Agencies shall be in accordance with the Administration Agreement between Amazon Business and GovMVMT, including acceptance of the Amazon Business Accounts Terms and Conditions set forth here: <https://www.amazon.com/go/help/customer/display.html?nodeId=G202119380>. Accordingly, the parties desire to permit Participating Public Agencies to use Amazon Business subject to the Agreement.

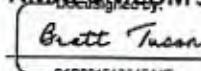
TERMS AND CONDITIONS

Customer and Amazon now agree to the following during the term of the Agreement.

1. Agreement/Scope of Work between the County of Rockland and Amazon.com Services, LLC d/b/a Amazon Business – RCO-RC-EPC-2025-007

The parties now sign by their authorized representatives.

AMAZON.COM SERVICES LLC

  
Brett Tuson  
91209151964544E

Signature

Brett Tuson

Name

Authorized Representative

Title  
December 22, 2025

Date Signed

THE COUNTY OF ROCKLAND, NY



Signature

Edwin J. Day

Name

County Executive

Title  
12/28/25

Date Signed



**Agreement / Scope of Work**  
**Between the County of Rockland and Amazon.com Services, LLC -**  
**“Amazon Business”**

**RCO-RC-EPC – 2025-007 - ONLINE MARKETPLACE**

**ONLINE MARKETPLACE ON BEHALF OF GOVMVMT PURCHASING COOPERATIVE AND OTHER  
GOVERNMENT AGENCIES**

**1. Purpose**

Amazon.com Services, LLC “Amazon Business” will provide government agency users with an online digital marketplace to provide transactional items that may be used routinely and needed quickly to address the everyday needs of public entities.

This is a solutions-based contract, meaning the County and other government agencies are seeking equipment, products, and/or services that are commonly desired or are required by law or industry standards. Amazon Business will provide an Online Marketplace solution that offers a dynamic pricing structure to ensure the County and Participating Public Agencies are continually receiving the best value. The contract is extended nationwide. By offering Participating Public Agencies the ability to utilize the resultant contract(s), agencies can lower costs through reducing procurement expenses, improve their compliance and reporting, and potentially support a wider range of diverse suppliers.

**2. Term: Five years from date of final contract execution, with two additional 3-year renewal terms.**

**3. Incorporation of RCO-RC-EPC-2025-007 and Amazon Business Response to RCO-RC-EPC-2025-007**

The County’s solicitation RCO-RC-EPC-2025-007 and Amazon Business’s Response to RCO-RC-EPC-2025-007 is hereby incorporated into the Contract including, but not limited to:

- Appendix “A” – County of Rockland Appendix “A” Terms and Conditions, as revised
- Appendix “B” Empire State Cooperative Procurement Alliance and Empire Procure Connect Marketplace Terms and Conditions, as revised.
- Amazon Business’s Detailed Response to RCO-RC-EPC-2025-007
- Exhibit A – Questionnaire for National Consideration
- Exhibit B – Suppliers Response

**4. General Definition of Products and Services**

Amazon Business will offer the broadest possible selection of transactional items that could be used in and for an office, school, and /or other settings to provide Participating Public Agencies with a comprehensive offering of products and services to meet their extensive and diverse needs. The items listed in each category are not restrictive or exhaustive but included to provide a general description of products and supplies that may be offered by Amazon. While all items described may be available through an award contract, the County and Participating Public Agencies may choose to limit which



categories their end users have access to. All products offered must be new, unused, latest design and technology unless otherwise specified.

**Category 1: Office Supplies**

Binders and accessories, filing and storage, calendars and planners, desk accessories and organization, pens, pencils, and markers, business forms and record keeping, labels, mail, shipping and envelopes, tape, presentation boards, staplers, paper (copy, notebooks, pads, etc.), scissors, ink, toner cartridges, and all other office supplies.

**Category 2: Education Based Accessories, Display, Products and Related Supplies**

Items related to products and supplies used in an education-based setting which may include but is not limited to: art supplies, craft products, books, lesson plans and curriculum, school equipment, white boards, blackboards, teaching material, and other related products.

**Category 3: Home Kitchen, Food and Grocery**

Food, beverages, snack foods, cooking and baking products and equipment, bath, bedding, kitchen and dining, storage and organization and other related products, cleaning products (to include green and dye-free), carpet care products and supplies, restroom care products and supplies, waste receptables and liners, industrial tools and supplies (such as carts, dusters, brushes, spray bottles, squeegees, and gloves), rags, wipes and related supplies.

**Category 4: Information Technology-Peripheral Devices and Related Products**

Product based supplies and solutions that involve information technology peripheral devices which may include but is not limited to: mouse, cameras, video cameras, microphone, speakers, keyboard, multifunction printers, scanners, plotters, and other related items. Items in this category should not connect to a user's network.

**Category 5: Higher Education Scientific Equipment and Lab Supplies**

General lab supplies, consumables and supplies, glassware and plastic ware, laboratory instruments, microscopes, scales and balances, liquid handling, chromatography, lab chemicals, spectrophotometers, filtration, safety and lab furniture and other related products and accessories.

**Category 6: Clothing**

Outerwear, athletic wear, innerwear, belts, shoes, and other related products.

**Category 7: Miscellaneous/Other**

Any other products/services/solutions categories that Amazon Business may offer on its online store may be available for purchase by Public Agencies in accordance with the terms of the Amazon Business Accounts Terms and Conditions.

5. In addition to specific qualifications and requirements included in RCO-RC-EPC-2025-007, Amazon Business will provide an established, out of the box business-to-business ecommerce marketplace platform that fits the following requirements:



- It is designed as a B2B (Business to Business) platform to connect one or more sellers to multiple buyers
- An established and demonstrated methodology for showing prices are generally below retail prices
- Offer the ability to make payments through the platform or to a centralized account receivable function by invoice or via credit card functionality
- Offer a wide variety of products in multiple commodity groups with the awarded categories
- Provide quick delivery in accordance with Amazon Business Accounts Terms and Conditions
- A central point of contact for customer service, delivery, or account issues.

The Amazon Business platform includes:

- Out of the box analytics/reporting dashboard and capabilities that are part of the platform
- Spend Visibility
- Multi-User Accounts and Groups
- Customizable approval workflows and governance capabilities in the platform to allow:
  - All administrators to restrict products or commodities depending on organizational internal policies and procedures
  - Full revision history of changes made and who made the workflow
  - Spend controls
  - All other features that are commercially available to Amazon Business Customers.
- Other capabilities
  - Secure login
  - Online catalog of items
  - Access to online order history
  - Mobile enabled site
  - Payment methods (Purchase Order (PO) or credit card)
  - Standard reporting
  - Freight selection
  - Product images (high resolution) associated with each item
  - Guided Buying
  - Multiple Payment Methods
  - Amazon Tax Exemption Program
  - Amazon Business "List" functionality
  - Buy in Bulk and Palletization
  - Quantity Discounts
  - Integrations (Punchout, Punch-in, E-invoicing)
  - Custom quotes

## 6. Pricing and Payments

Amazon Business must provide the following:

- Dynamic Pricing Model that drives competition among sellers on the platform.
- The ability to request quotations through the platform and request volume discounts for larger orders.



- Pay by Invoice.
- Pay by Credit and with Debit cards.
- Pay by Gift Cards.

**7. Delivery and Shipping**

- Free-Two-Day Shipping through Amazon Business Prime. Optional paid subscription. The cost of Business Prime varies based on organization size and type. Contract users should contact their Amazon Business Account Executive for pricing.

**8. GOVMVMT Terms and Conditions and Required Documents:**

- Amazon Business agrees to comply with the negotiated GOVMVMT Administration Agreement signed by both parties.

**9. Empire Procure Connect Terms and Conditions**

- Amazon Business agrees to comply with the negotiated Empire Procure Connect Terms and Conditions and Documents attached as Exhibit B.

**PURCHASES BY UNITED STATES AGENCIES, OTHER STATES AND POLITICAL  
SUBDIVISIONS THEREIN, LOCAL GOVERNMENTS, SCHOOL DISTRICTS,  
AND NON-PROFIT AGENCIES**

As per the New York State General Municipal Law, § 103(3) all political subdivisions of New York State are allowed to make purchases through the resulting contract(s). As per Rockland County Procurement Policy § 140-13, the United States of America or any agency thereof, any state, or any other political subdivision or district therein and certain Non-Profit Agencies approved to participate in New York State's Contract Extension Program are authorized to make purchases through the resulting contract(s).

1. The County of Rockland shall make all contract award information available to other political subdivisions and non-profit agencies through the **Empire Procure Connect Marketplace**.
2. Any other political subdivision or Rockland County non-profit agency will issue purchase orders directly to vendors within the specified contract period referencing the County's contract and shall be liable for any payments due on such purchase orders; and shall accept sole responsibility for any payment due.
3. All purchases shall be subject to audit and inspection by the other political subdivisions and Rockland County non-profit agencies for which the purchase was made.
4. No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
5. All Bidders shall be on notice that as a condition of the award of a County contract, the successful bidder shall accept the award of a similar contract with any other political subdivision in New York State and Rockland County non-profit agencies authorized to use New York State's contracts, if called upon to do so. A listing of approved Rockland County non-profit agencies is available on the Purchasing Division's website at [www.rcpurchasing.com](http://www.rcpurchasing.com). The County, however, will not be responsible for any debts incurred by the participants pursuant to this or any other agreement.
6. Necessary deviations from the County's specifications in the award of a participant contract, whether such deviations relate to quantities or delivery points shall be resolved between the successful bidder and the other political subdivisions and Rockland County non-profit agencies.



**APPENDIX A - TERMS AND CONDITIONS FOR COUNTY CONTRACTS**



## APPENDIX B

### **Empire State Cooperative Procurement Alliance and Empire Procure Connect Terms and Conditions (APPLIES TO ALL SALES MADE IN THE STATE OF NEW YORK)**

The Counties of Chemung, Rockland, and Ulster ("Organizing Local Governments"), all being municipal corporations in the State of New York, have organized the Empire State Cooperative Procurement Alliance ("Alliance") to serve all public participating entities (as discussed below) through the creation of a procurement cooperative to issue cooperative bids, operate and maintain an e-sourcing, contract management and marketplace e-procurement system, and enable Alliance members to be in compliance with New York State bidding requirements, in identifying suppliers of commodities, good and services, and to realize the potential economies, including administrative cost savings.

The Organizing Local Governments of the Alliance have acted in accordance with section 119-o of the New York State General Municipal Law to cooperatively create the Alliance to fulfill their respective public and governmental purposes, needs, objectives and programs, and have additionally determined that public participating entities as described below shall be permitted to join the Alliance.

The purpose of this Request for Competitive Offers is to establish contracts with qualified bidder(s)/offerors(s) to provide competitive pricing for an **ONLINE MARKETPLACE** to all public participating entities (as discussed below). The County of Rockland ("County") is requesting offers for an **Online Marketplace** in furtherance of the Alliance. The Request for Competitive offers will be used to create a new contract for the County and all Alliance Members (as defined below). Any contract resulting from this solicitation will be a permissive cooperative contract ("Contract") that may be used by public participating entities as described below.

This Request for Competitive offer is designed to provide interested persons/organizations with sufficient information to submit bids/offers meeting the requirements. It is not intended to be comprehensive. Bidders/offerors are responsible for determining all factors necessary to submit a comprehensive offer. Bidders/offerors are encouraged to expand upon the specifications to add service and value consistent with Alliance's requirements.

#### **Public Participating Entities**

New York State political subdivisions and others authorized by New York State law may participate in the resulting Contract from this solicitation. These include, but are not limited to, local governments, public authorities, 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. There are currently 57 counties (outside NYC), 62 cities, 933 towns, 531 villages 690 school districts, 37 boards of cooperative educational services, 36 community colleges, 411 library districts, and 1803 fire companies/departments located in New York State that can make purchases through contracts awarded by the County on behalf of the Empire State Cooperative Procurement Alliance and made available through its online marketplace - *Empire Procure Connect Marketplace* ("EPC Marketplace"). Visit [www.empireprocureconnect.info](http://www.empireprocureconnect.info) for more information.

Empire Procure Connect and the EPC Marketplace have 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. Suppliers can establish their marketplace



presence in the EPC Marketplace by utilizing Empire Procure Connect for this solicitation. In partnership with the Alliance, Periscope can develop additional marketing campaigns to promote the product and services awarded under this solicitation in the EPC Marketplace as well as in other Periscope hosted and managed marketplaces upon mutual consent.

To be eligible for the award, the bidder/offeror agrees, by submission of an offer, to fully cooperate with the Alliance and Periscope (and any authorized agent) to integrate the bidder's/offeror's presence in the EPC Marketplace.

#### **EMPIRE STATE COOPERATIVE PROCUREMENT ALLIANCE'S**

#### **TERMS AND CONDITIONS**

These terms and conditions are incorporated into the awarding County's contractual terms and conditions and apply to the awarding contract. All references below to "Contractor" shall mean the bidder/offeror awarded the Contract.

##### **1. Empire State Cooperative Procurement Alliance**

- a. Alliance is a county cooperative purchasing program in the State of New York facilitated by the Empire State Cooperative Procurement Alliance, which is comprised of Chemung, Orange, Rockland, and Ulster counties. The Contract is a permissive cooperative contract that may be used by other Public Participating Entities as described below.

##### **2. 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 Empire Procure Connect Marketplace administered by the Alliance.
- b. "Alliance Member" means a 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.

##### **3. Quarterly Sales Reporting**

Amazon Business will provide sales reports to GovMVMT as agreed upon in the Amazon Business – GovMVMT Administration Agreement.

##### **4. Remittance of the Supplier Convenience Fee**

To streamline the administration of the contract, Amazon Business will remit a single

administrative fee to GovMVMT as per the Amazon Business – GovMVMT Administration Agreement.

#### **5. Retention and Inspection of Records and Audit**

Participating Public Agencies will have access to Amazon Business Analytics to generate Amazon Business self-reports based on their own purchasing activity.

- a. Amazon will provide each Participating Public Agency access to Amazon Business Analytics ("ABA") whereby they may generate reports based on their own purchasing activity pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. ABA functionality will include the ability to customize, view, and download reports including order details, refunds, returns, and reconciliation.

#### **6. Empire State Procurement Alliance Cooperative Program Marketing, Training, and Performance Review**

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

#### **7. Contractor's Compliance and Termination of Access**

- a. The Contractor hereby acknowledges and agrees that the Alliance reserves the right to remove, suspend, or bar Contractor from using the EPC Marketplace if, in the Alliance's sole discretion, the Contractor fails to strictly adhere to the terms herein. 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 Contractor for convenience if the Alliance determines that the Contractor'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 Contractor for convenience for repeated or severe violations.
- d. The Contractor agrees that the Alliance's determination in these matters is final and binding.

#### **Empire Procure Connect and EPC Marketplace Terms and Conditions**

##### **1. Empire Procure Connect and EPC Marketplace General Terms and Conditions**

- 1.1.** 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."



**1.2.** The Contractor will have visibility in Empire Procure Connect with a marketplace presence that contains the Contractor's Contract and contact information. Marketplace presence implementation is also available to the Contractor at no additional cost to provide customers with information about the Contractor's products and services in a shoppable format. At a minimum, the Contractor is required to participate in Empire Procure Connect by creating a marketplace presence in the EPC Marketplace. The Contractor can implement a catalog in the marketplace as described below.

**1.3.** At a minimum, the Contractor agrees to the following timeline: Periscope staff shall provide a written request to the Contractor to begin the onboarding process. Contractor shall: 1) attend a vendor onboarding meeting with Periscope within thirty (30) days of the date of execution of the Contract, and 2) complete marketplace presence or catalog approval process(es) within ninety (90) calendar days of the date of execution of the Contract. Contractor shall cooperate with the County and Periscope for any other reasonable requests to ensure an accurate depiction of the Contract in the EPC Marketplace.

**1.4.** The Contractor shall ensure that any information or marketplace appearance complies with the 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 Contractor's marketplace presence permitted by the Contract must be pre-approved in writing by the County.

**1.5.** While minimum participation in the EPC Marketplace is required under this Contract, Contractor, with mutual agreement from Periscope, shall have the option to participate in other Periscope hosted and managed marketplaces, thereby further promoting this Contract across the US.

## **2. Catalog Implementation**

**2.1.** These terms and conditions apply whenever a catalog is implemented, either through a Periscope-hosted or Contractor-hosted catalog with Empire Procure Connect.

**2.2.** Periscope does not have an additional charge to the Contractor for creating a marketplace catalog.

**2.3.** These terms and conditions govern the Contractor's use of Empire Procure Connect, whether the Contractor creates a catalog through Periscope-hosted or Contractor-hosted ("punchout catalog") options. Alternatively, the Contractor may establish a marketplace presence if a hosted catalog is unsuitable for their needs.

**2.4.** The Contractor 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 Contractor has the flexibility to select one of the available catalog options.

**2.4.1.** Hosted Catalog – Contractor 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 Contractor 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.

**2.4.2. Punchout Catalog** – Contractor 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. Contractor’s punchout catalog may only provide the awarded products and services at prices listed in the Contract, including quantity and other discounts. Contractor 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 Contractor has audited the offered products and services and pricing

**2.4.3. Marketplace Presence** - If the Contractor 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.

**2.5.** Any price stated by the Contractor under the Contract (including in its hosted or punchout catalog) shall be inclusive of the Supplier Convenience Fee, which the Contractor shall not reflect as a separate line item on customer quotes and invoices.

**2.6.** The marketplace presence must be strictly limited to the Contractor’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).

### **3. Revising Pricing and Product Offerings**

#### **3.1. Applicability**

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

#### **3.2. Contractor Support**

Periscope will provide contact information for marketplace implementation and support services through ongoing communications to all contractors and publicly available online resources.

#### **3.3. Minimum Requirements**

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

**3.3.1.** 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 Contractor is authorized to provide in accordance with the cooperative contract; and

**3.3.2.** The catalog must include County’s contract identification number; and



- 3.3.3. The catalog must include detailed product line-item descriptions; and
- 3.3.4. The catalog must include pictures.

#### 4. NIGP/UNSCP Requirements

Contractors 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 contractors and are upgraded yearly. Empire State Cooperative Procurement Alliance reserves the right to migrate to future versions of the NIGP/UNSPC Commodity Codes, and the Contractor shall be required to support the migration effort. All line items, goods, or services in the resulting contract must be associated with a NIGP/UNSPC Commodity Code. All line items must be identified at the most detailed NIGP/UNSPC Commodity Code level indicated by segment, family, class, and commodity.





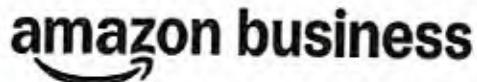
# Request for Competitive Offers for Online Marketplace

The County of Rockland

RCO-RC-EPC-2025-007

07/10/2025





## Request for Competitive Offers for Online Marketplace

The County of Rockland

RCO-RC-EPC-2025-007

07/10/2025

**Submitted By:**

Amazon.com Services LLC  
“Amazon Business”  
410 Terry Avenue North Seattle,  
WA 98109-5210  
<https://business.amazon.com>

**Primary Point of Contact:**

This document and all other documents and information submitted in connection with this proposal submittal (collectively referred to herein as the “Proposal”) are not legally-binding and are not an offer to contract that can be accepted by either party. All responses in this Proposal are informational and are provided solely for discussion purposes. Neither party will have any obligation or liability with respect to the matters described in this Proposal. All obligations must be set forth in a separate definitive agreement executed by the parties addressing such matters, provided, however, that neither party will have any liability for any failure or refusal to enter into a definitive agreement for any reason. Amazon has provided responses based on its current knowledge, but these responses may change at any time due to a variety of factors, including, without limitation, changes to your requirements, the capabilities of any third party you select to assist with implementation, and changes to Amazon’s product or service offerings. Amazon does not make any representations or warranties of any kind in this Proposal. Any use of the Amazon Business product or service offerings will be governed by the [Amazon Business Accounts Terms and Conditions](#), not this Proposal. Amazon does not accept any terms or conditions that conflict with or are in addition to the terms and conditions set forth in the [Amazon Business Accounts Terms and Conditions](#) (or other definitive written agreement between the parties).





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## 1. Executive Summary

### Background and Overview

The County of Rockland, on behalf of GOVMVMT Purchasing Cooperative and other government agencies, is seeking to establish an online marketplace solution to transform how public entities procure everyday essentials. This initiative aims to establish a comprehensive solution that serves state agencies, local governments, school districts, higher education institutions, and other eligible public organizations across the United States.

The selected online marketplace will provide participating agencies with access to a broad selection of products across multiple categories including office supplies, education-based accessories and related supplies, IT peripherals, higher education scientific equipment, lab supplies, clothing, and other routine purchases. Through this partnership, participating agencies seek to establish a relationship with an ecommerce marketplace provider capable of delivering a user-friendly purchasing experience, maintaining competitive pricing through a dynamic marketplace model, and providing comprehensive reporting and analytics. This approach will help public agencies reduce administrative burden, optimize spending, and improve procurement efficiency while maintaining appropriate controls and compliance requirements.

Exceptions or requirements that cannot be met have been redlined throughout the response to the Request for Competitive Offers.

### Our Solution

Amazon Business can address the County of Rockland on behalf of GOVMVMT Purchasing Cooperative and other government agencies, product needs, and provide significant value to meet the objectives of this solicitation. Amazon Business's dynamic pricing model simplifies the purchasing process while increasing cost savings considerations. In the Amazon Business store, third-party sellers sell products alongside Amazon Business, and they can update their pricing instantly to remain competitive. Multiple offers for items with shipping costs and applicable taxes are displayed on offer listing pages, allowing buyers to make transparent price comparisons. Dynamic pricing enables buyers to take advantage of Amazon's wide selection of items and competitive pricing, reducing costs overall.

### Amazon Business Online Marketplace

Our user-friendly buying experience makes it easy for customers like County of Rockland and other participating public agencies to find the selection you need and the price competition you require—all in one place. Amazon Business offers millions of products at competitive prices from a variety of sellers. Hundreds of thousands of third-party selling partners, including small, diverse, and local businesses, sell goods on Amazon Business. This vast third-party selection, coupled with items sold by Amazon, allows buyers to view competitive product prices from multiple offers. Sellers can update their pricing instantly to win your business.

### Dedicated Customer Support

The County of Rockland and other participating public agencies will receive one-on-one support from a dedicated Account Executive to assist with onboarding and implementation. You will also have access to additional Amazon Business team members, including Professional Services team members, to support



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**amazon business**

implementation, innovations, and improvements. Additionally, Amazon provides 24/7 customer support in 16 languages from more than 130 locations around the globe.

**Delivery & Shipping**

Amazon Business uses Amazon's full distribution and logistics network. Our delivery system includes a vast network of last-mile delivery vehicles when shipping directly with Amazon Logistics (AMZL) and



through other carriers such as UPS and USPS. Amazon's ground fleet consists of hundreds of thousands of transportation employees worldwide, and our Amazon Air cargo fleet has 100+ aircraft. Over 100 million items in our store are delivered for free in two business days after they ship.

#### Trade Secret and Confidential or Proprietary Information

As required in the Rockland County General Terms and Conditions, Amazon Business requests the Commissioner not disclose our proposal submitted in response to Solicitation RCO-RC-EPC-2025-007, which has been marked as Amazon Confidential. Amazon Business's detailed proposal response includes information which is known only to certain individuals within Amazon Business, which is used in Amazon Business's business and has both actual and potential commercial value, which gives Amazon Business an opportunity to obtain a business advantage over competitors who do not know or use this information. The material submitted by Amazon Business is highly valued and unique to Amazon Business, thoroughly outlines Amazon Business security measures, business model, financial information, and bid proposal strategy, as well as other Amazon Business trade secrets which are exempt from disclosure under New York State Freedom of Information Law (FOIL) Article 6, Sections 84-90, and which Amazon Business takes great and reasonable efforts to maintain its secrecy.

If Amazon Business's trade secrets were disclosed and Amazon Business's competitors were to obtain this information, it would prejudice the competitive position of Amazon Business resulting in irreparable harm to Amazon Business and allowing our competitors to obtain economic value from the disclosure of our trade secrets. Further, the disclosure of Amazon Business's proposal is not in the public interest. The public has a significant interest in having a free and unfettered marketplace, where companies such as Amazon Business are able to independently bid on public projects with the state of New York and provide trade secrets to potential customers for evaluation, without fear that such trade secrets may be improperly disclosed. In the event the County receives a FOIL request seeking disclosure of Amazon Business's Confidential Information, we request the County provide Amazon Business a copy of the FOIL request and provide an opportunity to review the request and seek relief, as applicable and allowable under the applicable FOIL.

#### Proposed Contract Structure

Amazon Business has proposed an alternate contract structure with our submission. Operators of online stores have terms and conditions governing the use of the store. The alternate contract structure incorporates these terms while ensuring there are not conflicts between those terms, Rockland County's terms and GovMVMT's terms.

##### **Agreement between Rockland County and Amazon Business:**

Master Agreement

Exhibit A Rockland County General Terms and Conditions

Exhibit B Empire State Cooperative Terms and Conditions

##### **Agreement between GovMVMT and Amazon Business:**

Administration Agreement

Exhibit A GovMVMT Supplemental Terms Exhibit B Amazon Business Marks

Exhibit C Master Intergovernmental Cooperative Purchasing Agreement Exhibit D Lead Public Agency Certificate

Exhibit E Federal Funds Contract Provisions  
Exhibit F FEMA Contract Provisions

Amazon Confidential. The information in this document may not be disclosed without the prior written consent of Amazon.



Amazon Business Accounts Terms  
and Conditions for business in New Jersey  
Business Compliance

amazon business



## 2. Product Information/Service Capability

Provide website address that lists all products and services, and associated items, that can be provided by Proposer under this contract.

<https://business.amazon.com>

Provide detailed information on service capability.

Using Amazon Business as your strategic supplier can reduce costs through several means including our dynamically priced online marketplace, technological features, reporting capabilities, and access to other services at no additional cost.

### Customer Service and Support:

Our award-winning Customer Service team is at the heart of Amazon's mission to be Earth's most customer-centric company. Together, we create, we build, and we take ownership for what we do—whether we're developing new technology in-house, launching an Amazon fulfillment center, or delighting our customers by delivering packages directly to them.

Customer Service focuses on a variety of solutions for our customers—from designing and developing self-service technologies, to interacting directly with customers, to building world-class customer relationship management systems used by millions of customers every day through Amazon's websites, shopping apps, and devices.

Amazon supports customers in 16 languages from more than 130 locations around the globe. Account administrators and requisitioners have the option to call, email, or chat with our Customer Service team through this [link](#). Customers can also connect with their dedicated Account Executive for guidance or escalation. Account escalation and resolution will be communicated with customers through the email address associated with their Amazon Business account.

Participating agencies will have access to work with Amazon Business team members to implement innovations and improvements, including Account Executives, Professional Services team members, and more. Our team can identify areas for continued optimization and savings, and ensure you are getting the most of your Amazon Business account. This support includes:

- **Account Executives:** Account Executives assist with account setup, implementation, and administration. They answer questions, address concerns, troubleshoot issues, and ensure contract compliance and submission of on-time reports.
- **Professional Services:** Our [Professional Services](#) team work directly with your organization to execute smart buying solutions to configure your account to help achieve your intended outcomes. Our team is involved from the beginning of your journey, meaning the transition between our team of experts is seamless.

### Procurement Technology and Tools

Amazon Business gives administrators the tools to establish controls while providing appropriate transparency. There are several benefits unique to Amazon Business that make it

a superior procurement and order management solution for professionals. Below are key Amazon Business features that digitize and streamline the purchasing process:

- **Guide buyers toward preferred items.** Use Guided Buying, a Business Prime feature, to prefer, restrict, or block specific sellers or products.
- **Approval workflows.** Reduce time spent reviewing purchases while maintaining compliance with spending policies. Approval workflows help control spending limits, set approvers, and more. Scale workflows across your organization or customize them for different groups.
- **Payment solutions.** Choose from multiple payment methods and share them across groups. Organizations with tax-exempt status can sign up for the Amazon Tax Exemption Program and make tax-exempt purchases on eligible orders.
- **Amazon Business Lists** allow users to bookmark preferred products, reorder products, remember products for later, or highlight products they would like other buyers to purchase.

### Reporting Capabilities

Amazon Business understands the importance of having real-time analytics to drive business decisions. Data must be accessible, accurate, and analysis-friendly to inform decision making. Amazon Business Analytics (AB Analytics) is available to customers in real time and can be used to view spend data and create customized reports based on specific needs. AB Analytics contains filterable and sortable information about your Amazon Business procurement history, helping provide data for audit readiness, reimbursement, program reviews, etc. AB Analytics covers a variety of attributes such as order IDs, returns, refunds, transaction dates and amounts, payment instruments, purchase order numbers, order contents, and tracking numbers.

In addition, Spend Visibility, a Business Prime feature, offers a comprehensive dashboard solution that allows users at all levels of the business to make informed, data-driven decisions. Spend Visibility is highly customizable and has the ability to perform advanced forecasting. Whatever the size of your business, Spend Visibility can help you to determine measures to help cut costs and optimize spend. Automating the process of business data analytics can free up valuable time and resources within your organization, allowing your team to work smarter and spend less time gathering information.

### Bulk buy and palletization

Users can buy in bulk from Amazon Business to save costs and streamline business. Over one million products are available in case packs for office, breakroom, janitorial supplies, and more. Whether you need two or 2,000 items, Amazon Business has your bulk supplies needs covered.

- **High volume purchase.** Defined as a single-SKU order greater than \$10K or 999 units. Customers can make non-quoted or quoted large quantity purchases.
- **Case packs and pallets.** Our B2B-specific selection makes it easier and more convenient for business customers to buy large quantities of a single product in case packs or pallets.



- **Quantity Discounts.** Available on over 40 million products, with some discounts starting as low as two units. Suppliers can set pricing tiers to where unit price comes down as volume goes up.

## Integrations

Amazon Business simplifies the procurement process, and one of the key ways it does this is by integrating with third-party systems to drive efficiencies and quickly discover insights. By integrating your existing systems to a single source of supply, you can build an integrated buying journey that matches your preferences and meets your goals.

- **Drive compliance.** Direct purchases from Amazon Business through your purchasing system to help comply with your organization's buying policies.
- **Save time and money.** Make purchases with less clicks, training time, and product searches. Reduce time spent on reconciling one-off expense reports and checking multiple supplier sites.
- **Increase visibility.** Gain insights into your Amazon Business spend within your purchasing system. Find opportunities to save costs.

## Punchout

Punchout is typically the first integration enabled for many integration partners and customers. It can be a prerequisite for other integrations that add on to your capabilities. With punchout, customers begin in their e-procurement system, then jump out to Amazon Business to make a purchase. Amazon Business has integrated punchout with over 300 e-procurement partners globally, including Jaggaer, SpendBridge, Oracle, Ivalua, Teampay, BuyerQuest, SAP Ariba, Skyward, QuickBooks, Okta, Coupa, Procurify, and more. Our team maintains a library of downloadable how-to guides and step-by-step videos that explain how you can set up punchout, processes, and policies across your Amazon Business account. Our Professional Services team can work with you directly to support implementation of punchout from startup through launch.

## Punch-in

With Punch-in, shopping starts on Amazon Business and ends in your e-procurement solution for approvals and budgeting. It offers a unique combination of the familiar Amazon interface and processes for compliance and control. Every punchout user can also use Punch-in, which means little setup is needed. Punch-in is ideal for both occasional and frequent buyers that prefer the Amazon Business shopping experience. By punching into an e-procurement system, buyers can route a larger share of spend to help ensure purchases are in line with your buying policies and approvals processes.

## Integrated Search

Most business purchases begin with a search. Integrated Search lets buyers search and shop from spend management or procurement tools, reducing clicks, saving time, and supporting compliance with your purchasing policies. Spend limits can be set by tapping Business Prime features, and Guided Buying policies can steer buyers to preferred products and categories.

## E-invoicing



Invoice integration, or e-Invoicing, enables transmission of purchase and invoice data to customer reconciliation systems, payment card networks, or government portals in a system- readable format through an integration. This helps organizations to automatically reconcile and validate their purchases on Amazon Business with three-way matching, and they can also process payments and file tax claims more easily. Invoice integration drives automation of invoice reconciliation and payment processing and delivers cost savings of up to 80% for Amazon Business's large enterprise customers.

#### Custom Quotes

Amazon Business integrations also can solve various customer pain points throughout the procurement process, such as requesting a custom quote. In the procurement industry, many customers use various quoting tools to request quotes from suppliers against a purchase request. As a result of customer feedback, Amazon Business now offers the ability to integrate with such quoting tools to systematically ingest and respond to RFQs.

#### Additional APIs

- **Reporting API.** Provides order history data, tracking, and payment details directly to your reporting tools. Facilitates efficiency improvement with automated reporting.
- **User Management API.** Creates Amazon Business user accounts with a specified name and New-to-Amazon (NTA) email address. Customers use this API to automatically create accounts for customers without an AB user account in their business's AB account.
- **Ordering API.** Allows buyers to submit orders electronically without logging into Amazon Business. Creates a simplified approval and budget process within your system.

#### Delivering for business customers

With increasing complexity of delivery needs due to hybrid or remote employees, different business locations, and unique time zones and operating hours, organizations of all sizes require smart solutions to equip their teams with essential work items. Amazon Business empowers organizations to leverage Smart Business Buying features to manage their delivery preferences, ensuring teams receive what they need—when, where, and how they need it. Our massively scaled, end-to-end supply chain enables the procurement and distribution of mission-essential goods, just-in-time for our customers.

Amazon Business customers can tailor the delivery experience by using the Delivery Preferences feature. Delivery Preferences allows you to specify opening times for your business, include instructions for delivery, and more. Buyers can set preferences for individual shipments, while account administrators can designate preferences for eligible deliveries organization-wide. This helps to promote a consistent and improved delivery experience across business locations.

- **Choose the day and time you want shipments delivered.** Amazon Business enables you to set delivery windows on workdays when you'd like your shipments delivered.
- **Leverage Same-Day Shipping.** You can opt for fast same-day shipping for eligible items (available only to Business Prime members). These deliveries can occur outside



**normal business hours. If your business can accept evening deliveries, simply turn on Same-Day Shipping.**

- **Provide customized instructions for seamless delivery.** Note specific drop-off points, share access codes, and offer detailed instructions on entrances or loading docks.
- **Opt for pallet delivery.** If your location can receive pallets, you can indicate that as a preference for large deliveries. Amazon Business will prioritize eligible shipments for delivery on a pallet at no additional cost.
- **Upload shipping addresses in bulk.** Upload multiple shipping addresses and share them with different groups within your organization. Once uploaded, purchasers in those groups can have their shipments delivered to any of those addresses.
- **Consolidate shipments for delivery.** Choose one or two days of the week to receive eligible deliveries from Amazon Business (Amazon Day—available only to Business Prime members).
- **Set up recurring deliveries.** Save time by setting up recurring deliveries on frequently purchased items at a cadence that works for you. Plus, earn discounts up to 5% on eligible items and up to 10% on eligible items fulfilled by Amazon.

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Provide available payment terms and payment methods – purchase order, credit card (Procurement card), etc. If credit cards are accepted, may credit card payment(s) be made online?

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Amazon Business integrates with 300+ leading procurement applications and supports cXML invoicing. Amazon Business provides multiple payment options for maximum flexibility, including procurement/credit card (p-card) and Pay by Invoice. Payment can be accepted immediately via p-card upon order, or made later through invoicing against a purchase order. If using Pay by Invoice, participating entities will be invoiced in one of two ways:

- Emailed PDF Invoice
- cXML or EDI invoicing via e-procurement system

To learn more about Pay by Invoice, visit the [About Pay by Invoice](#) page. Amazon Business offers a variety of other payment method options including:

**Credit and debit cards:** Credit card payments can be made online. Amazon Business accepts credit and debit cards from Visa, Mastercard, American Express, and more.

**Business Prime American Express or Amazon Business American Express:** The Amazon Business American Express Card allows you to earn rewards (% back as reward points or extended payment terms) on all purchases on and off Amazon Business. Visit [our detail page for more information about the Amazon Business American Express card](#).

**Pay over time installments plan with Affirm:** Pay over time installments plans in partnership with Affirm enables sole-proprietor and registered businesses (such as LLC, Partnership, and Corporation) shopping on Amazon Business the additional flexibility to pay for purchases over



time through equal monthly installments. Pay over time installments plan with Affirm offers equal monthly installments of 3 to 48 months durations for cart values of \$100 or more. It is a transaction-based joint liability payment option that the business and business owner will be jointly responsible for the payment. To learn more, visit [Buy now, pay over time with Affirm](#).

**Checking accounts:** You can add your business and personal checking accounts to your business account, when you use individual or shared payment settings.

**Gift card:** You can redeem gift cards only using Individual Payment Methods. If you are purchasing from a shared pay group, the gift card will not be visible at checkout.

Administrators can select Shared and Individual Payment Methods in Business Settings to provide payment methods for the group and allow employees to use their own payment method.

If the gift card does not cover the full balance of the order, you can add another individual payment method to complete the order. You cannot use gift cards with shared payment methods on the same order.

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#### **Describe your company's webportal/e-procurement capabilities**

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Amazon Business provides a user-friendly online buying experience to make finding and purchasing supplies easy. Our service integrates with 300+ leading e-procurement software systems for punchout ordering and supports EDI and cXML punchout protocols with invoices transmitted via PDF, EDI, or cXML. Features include the ability to onboard buyers and set individual spending limits at applicable thresholds as well as create approval workflows and set up batch approvals, which eliminates the need to approve orders individually. Approvers can also delegate approvals to others (e.g., when they are out of office), and end users can add comments (e.g., to indicate the project for which items are purchased).

When a buyer selects an item, product offerings from third-party selling partners are presented alongside Amazon Business listings. This enables users to compare, select, and order items with transparent shipping speeds, customer ratings, and pricing to ensure they're getting the best price. On the Offer Listing Page, users can view seller ratings and socioeconomic credentials including small, women-owned, veteran-owned, and minority-owned businesses. Order tracking is available for individual users and administrators via "Your Orders." Users can check their own orders, while administrators can check all orders within their group or subgroup. After an order has shipped, users can track their packages on Amazon Business online or via the Amazon Business mobile app. If an order includes multiple items, each may have separate delivery dates and tracking information.

Amazon Business Analytics is available to customers in real time and can be used to view spend data and create customized reports based on specific needs. Reports can be titled and saved as templates for future access. Amazon Business supports a multilevel account group structure allowing data to be filtered and reported at the account level and for any defined group or subgroup. Data can be filtered and reported on by category, item type, selling partners, customer groups, users, and more, with additional filters and columns as needed to pull more specific information. You can start with one of the below curated reports and then customize it to fit your needs with over 60 customizable fields:



- Orders Report—A complete view of order history and order status with line item level detail and organization.
- Shipments Report—Captures shipping and delivery status and product and seller information for easy tracking on all orders.
- Reconciliation Report—Compare order and payment history to your records. Useful for customers reconciling their own p-cards.
- Returns Report—Gain visibility into the return process for all returns placed in your organization.
- Refunds Report—Track the product, payment, and status of your refunds across your organization's returns.
- Savings Report—Captures a holistic view of different types of savings received at item level detail on all orders.
- Credentials Report—View sustainability, seller, and compliance credentials at item level detail for all orders.

**Guided Buying, Spend Visibility, and Pay by Invoice** are additional features available to you through Business Prime. Learn more about Business Prime features and plans here: <https://www.amazon.com/businessprime>.

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Describe your company's Quality Assurance/Quality Control processes for tangible products,

Amazon expects all products sold in the Amazon Store or provided to Amazon to be manufactured or produced in accordance with our Supplier Code of Conduct ("Supplier Code"). We also expect all suppliers of goods and services to Amazon to comply with the Supplier Code, even when this Supplier Code exceeds the requirements of applicable law. To learn more about our Supply Chain Standards, please visit: [https://sustainability.aboutamazon.com/amazon\\_supply\\_chain\\_standards\\_english.pdf](https://sustainability.aboutamazon.com/amazon_supply_chain_standards_english.pdf).

In addition, Amazon provides an A-to-Z Guarantee that covers the timely delivery and condition of items and protects customers when purchasing items sold and fulfilled by third-party selling partners. You can learn more about our A-to-Z Guarantee by visiting: <https://www.amazon.com/gp/help/customer/display.html?nodeId=GQ37ZCNECJKTIFYQV>. If you're unable to resolve an issue directly with the seller, you can make a claim directly to Amazon and our team will assess your eligibility for a refund.

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Describe your company's level of service as it relates to customer service, shipping, lead

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From customer support, shipping, returns, order placement, and beyond, Amazon Business provides comprehensive solutions designed to streamline your purchasing experience.

#### **Customer Service**

Amazon Business provides 24/7 customer support. Account administrators and requisitioners have the option to call, email, or chat with our Customer Service team through this link:

<https://www.amazon.com/hz/contact-us>. Customers can also connect with their Account Executive for guidance or escalation. Account escalation and resolution will be communicated with customers through the email address associated with their Amazon Business account.

#### Shipping & Lead Times

Over 100 million items arrive two business days after they ship. Delivery times vary from one to two days or more depending on the product. We calculate delivery estimates by adding the transit time to the estimated shipping date. We estimate delivery by adding transit time to the shipping date. Transit time depends on your shipping speed. We use business days, excluding weekends, and account for holidays to calculate transit time. An exception to this is when a weekend delivery option is available during checkout.

Sometimes we provide an "order within" countdown. This shows the time that you have to place the order for us to meet the delivery date shown. The date may change before you order and your order confirmation email will have the final delivery date. You can track your order in Your Orders after it ships.

- *Free Two-Day Shipping through Amazon Business Prime.* If an item is out of stock, you may not get it in two business days. Faster shipping reduces transit time but doesn't impact the order preparation time. Shipping time starts when the item ships.
- *Free Shipping.* Your order will arrive in 5-8 days. We ship orders cost-effectively, so it may take longer than expected, but we'll ship in time to arrive by the expected delivery date.
- *Orders Placed with Amazon Marketplace Sellers.* Delivery dates may vary for Marketplace sellers. For more information, contact the seller directly. Amazon handles questions about shipping for Prime orders.
- *International Shipments.* Orders may be delayed by Customs.

**Note:** Unexpected delays such as weather conditions add 2-3 business days. Ordering more items may make some ineligible for One-Day Delivery if they are not available locally.

Amazon Business does not have a backorder policy. Except in limited circumstances, users are unable to place orders for out-of-stock items. Upon searching for an item, users will see that the item is out of stock and will be provided with a list of alternative products available for purchase.

#### Returns

Amazon offers free returns on most items delivered to an address within the 50 U.S. states. Look for whether the item is eligible for "Free Returns" next to the price to confirm that the item qualifies before ordering. Buyers can exchange or replace an item through Amazon's Online Returns Center if the exchange or replacement meets certain criteria. Depending on the item and reason for the return, shipping methods may vary, and could include mail and/or in-store return options. Most new and unopened items sold and fulfilled by Amazon can be returned within 30 days of delivery for a full refund. Users can track the status of their refund and return on the Your Orders page.



When an item is ordered from a seller that fulfills and ships its own inventory, the return is sent back to the seller instead of Amazon Business. Most sellers offer a return policy equivalent to Amazon's; however, some seller return policies may vary. The return policy of the seller can be viewed in the Returns and Refunds Policy section of the seller's profile page. To view the seller's return policy once an item has been ordered, select the order in the Online Returns Center.

Please refer to the links below to learn more:

- Amazon Free Returns: <https://www.amazon.com/b?ie=UTF8&node=18726306011>
- Return Costs: <https://www.amazon.com/gp/help/customer/display.html?nodeId=GXM7UWCH63ZJHAVP>
- General Return and Refund Policies: <https://www.amazon.com/gp/help/customer/display.html?nodeId=GKM69DUUYKQWKWX7>

### **Warranties**

Product warranties are determined by the individual sellers in our online store.

Product warranty details can be found on the respective product page and may vary depending on the product. For more information on warranties, repairs, and replacing or returning products, please visit the following link: <https://www.amazon.com/gp/help/customer/display.html?nodeId=GFOYJJ5P2DA32EZW>.

Amazon provides an A-to-Z Guarantee to protect customers when purchasing items sold and fulfilled by third-party selling partners:

<https://www.amazon.com/gp/help/customer/display.html?nodeId=GQ37ZCNECJKTIFYQV>, The A-to-Z Guarantee covers both the timely delivery and condition of purchased items. If you are unable to resolve an issue directly with the seller, you can make a claim to Amazon and our Customer Service team will assess if you are eligible for a refund. Third-party sellers fulfilling their own items may charge a restocking fee under certain circumstances.

### **Order Placement**

Amazon Business provides a user-friendly online buying experience to make finding and purchasing supplies easy. Our service integrates with 300+ leading e-procurement software systems for punchout ordering and supports EDI and eXML punchout protocols with invoices transmitted via PDF, EDI, or eXML. Features include the ability to onboard buyers and set individual spending limits at applicable thresholds as well as create approval workflows and set up batch approvals, which eliminates the need to approve orders individually. Approvers can also delegate approvals to others (e.g., when they are out of office), and end users can add comments (e.g., to indicate the project for which items are purchased).

When a buyer selects an item, product offerings from third-party selling partners are presented alongside Amazon Business listings. This enables users to compare, select, and order items with transparent shipping speeds, customer ratings, and pricing to ensure they're getting the best price. On the Offer Listing Page, users can view seller ratings and socioeconomic credentials including small, women-owned, veteran-owned, and minority-owned businesses. Order tracking is available for individual users and administrators via



“Your Orders.” Users can check their own orders, while administrators can check all orders within their group or subgroup. After an order has shipped, users can track their packages on Amazon Business online or via the Amazon Business mobile app. If an order includes multiple items, each may have separate delivery dates and tracking information.

Amazon Business Analytics is available to customers in real time and can be used to view spend data and create customized reports based on specific needs. Reports can be titled and saved as templates for future access. Amazon Business supports a multilevel account group structure allowing data to be filtered and reported at the account level and for any defined group or subgroup. Data can be filtered and reported on by category, item type, selling partners, customer groups, users, and more, with additional filters and columns as needed to pull more specific information. You can start with one of the below curated reports and then customize it to fit your needs with over 70 customizable fields:

- Orders Report—A complete view of order history and order status with line item level detail and organization.
- Shipments Report—Captures shipping and delivery status and product and seller information for easy tracking on all orders.
- Reconciliation Report—Compare order and payment history to your records. Useful for customers reconciling their own p-cards.
- Returns Report—Gain visibility into the return process for all returns placed in your organization.
- Refunds Report—Track the product, payment, and status of your refunds across your organization’s returns.
- Savings Report—Captures a holistic view of different types of savings received at item level detail on all orders.
- Credentials Report—View sustainability, seller, and compliance credentials at item level detail for all orders.

Amazon Business enables custom information fields on orders through “Business Order Information.” Administrators can choose the order information requisitioners must enter at checkout. To set up or edit the order information that requisitioners must enter at checkout, complete the following steps:

Go to Business Settings and select Business Order Info.

Select the Enabled button beside each field that you want to use. You can add an additional custom field if necessary. Note: You can enable a maximum of 12 fields.

Complete one of the following steps:

- Leave the Open text field button selected to enable requisitioners to enter the text they want. You can also enter a default selection if necessary.
- Select the List of Defined Options button if you want the requisitioner to choose from the list of defined options. To add options, select Add.

Select the Required checkbox for each field that you want to make mandatory. Select Save.

Visit the link here for more information:

<https://www.amazon.com/gp/help/customer/display.html?nodeId=202183880>

Guided Buying, Spend Visibility, and Pay by Invoice are additional features available to you through Business Prime. Learn more about Business Prime features and plans here:

<https://www.amazon.com/businessprime>.

### 3. GOVMVMT Compliance Documents

Please see Exhibit A – Questionnaire for National Consideration and Exhibit B – Suppliers Response submission for response content.

### 4. Cost Proposal Offer

#### a. Pricing based on their marketplace model.

Amazon Business offers a dynamically priced online marketplace with millions of products at competitive prices from a variety of sellers. Amazon Business customers may have access to business-only prices that include special pricing discounts. Business-only prices are available on only certain items, and those items may change from time to time. Amazon Business customers may also have access to quantity discounts on certain larger quantity purchases. These quantity discounts are available on only certain items and certain quantities of those items.

**GENERAL PRICING.** The inherent price competition in our online store means our prices change continually. "List Price" means the suggested retail price of a product as provided by a manufacturer, supplier, or seller. We regularly check List Prices against prices recently found on Amazon and other retailers. Certain products may have a "Was Price" displayed, which is determined using recent price history of the product on Amazon.

**BUSINESS PRICES.** Amazon Business customers may have access to business-only prices that include special pricing discounts. Business-only prices are available on only certain items, and those items may change from time to time.

**QUANTITY DISCOUNTS.** Amazon Business customers may have access to quantity discounts on certain larger quantity purchases. These quantity discounts are available on only certain items and on certain quantities of those items, and those items and quantities may change from time to time.

**SUBSCRIBE & SAVE DISCOUNTS.** Subscribe & Save offers a 5% discount on eligible products and an additional tiered discount when you have 5 or more subscriptions arriving on the same day to the same address. Subscribe & Save discounts apply to Subscribe & Save orders only.

Please see the following link for additional information on Amazon Business's pricing policy:

[https://www.amazon.com/gp/help/customer/display.html?ref=hp\\_left\\_v4\\_sib&nodeId=GUUKCM63W\\_PRVL86G](https://www.amazon.com/gp/help/customer/display.html?ref=hp_left_v4_sib&nodeId=GUUKCM63W_PRVL86G)



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**b. Proposed shipping methods.**

Over 100 million items arrive two business days after they ship. Delivery times vary from one to two days or more depending on the product. Items with faster delivery times are indicated at the time of order. Amazon Business calculates delivery estimates by adding the transit time to the estimated shipping date. After an order ships, users can track it in "Your Orders" on the Amazon Business website. Delivery dates may vary for orders placed with third-party sellers. Expedited shipping options may be available at an additional cost, depending on the item and location. If available, expedited shipping options will be displayed at checkout and estimated costs will be shown to users.

Orders may qualify for free shipping or free two-day shipping through Business Prime. While Business Prime is a paid membership, this often results in the lowest cost for end users. Free same-day and one-day delivery is available in over 10,000 cities and towns. Free same-day delivery is available on applicable items. If an order is placed before noon, the shipment will typically arrive by 9:00 PM if late delivery is allowed. Orders placed by evening arrive the next day with free one-day shipping. Business Prime members pay less for expedited shipping on a variety of items.

U.S. carriers that deliver products to end users include Amazon Logistics, Amazon Extra Large, UPS, FedEx, USPS, ATS, and CEVA Logistics. Some national carriers use regional carriers to deliver your packages. Carrier contact information can be found through the following link:

[https://www.amazon.com/gp/help/customer/display.html?ref=hp\\_left\\_v4\\_sib&nodeId=GBP\\_EXEYULHBSWCH](https://www.amazon.com/gp/help/customer/display.html?ref=hp_left_v4_sib&nodeId=GBP_EXEYULHBSWCH).

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**c. The Offeror shall provide access to proposed Online Marketplace via user ID and password or via a hyperlink for use during pricing evaluation that provides access to dynamic marketplace pricing, inventory levels, market trends and product comparisons.**

You can access the online marketplace via <https://business.amazon.com>.

If you wish to create your own account, the system supports self-service account registration. To get started with your business account:

**1. Register for Amazon Business.**

- a. Enter the email that you'd like to use for your business account. We recommend using your business or work email.
- b. Complete the authentication step and provide your business details.
- c. Once you register, we verify your details. If we are unable to verify your details instantly, it may take up to 24 hours to manually verify your account. After a successful verification, we will inform your account status over email and you can sign in to use Amazon Business.
- d. If we are unable to verify the business information, you will receive an email from Amazon Business on the next step. Please review the email and respond.



- e. If your organization is already using Amazon Business, you may see an option to request joining the business account.

Customers awaiting business verification or needing to complete their registration details may have the opportunity to preview Amazon Business with a Browsing Access account, which offers limited access.

If Browsing Access is available to you, select the Start Browsing option that appears during the registration process or via email. Then sign in with the credentials created during registration. With Browsing Access, you can search the Amazon Business storefront for products, view prices and quantity discounts, and explore select business-only features.

on product pages. For Business Prime members, this experience is enhanced with the display of volume discounts and tiered pricing options, allowing for more strategic purchasing decisions.

When it comes to comparing products, Amazon Business has streamlined the process. Customers can use the side-by-side product comparison tool to evaluate multiple items simultaneously. The website also offers robust filtering options to narrow down choices based on specific criteria. Additionally, on individual product pages, customers can find a "Compare with similar items" section, making it easy to assess alternatives.

To stay on top of market trends, Business Prime members have access to a powerful Business Analytics dashboard. This tool provides valuable insights into spending patterns, purchasing trends within their organization, and category-specific analytics. These reports help customers understand their buying behavior and identify potential cost-saving opportunities.

## 5. Detailed Response

### 5.1 Company Background and Experience

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How long has your company been providing an Online Marketplace for the purchase of Products and Services?

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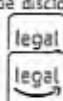
Amazon.com, Inc. was founded in 1994. Amazon.com Services LLC (dba Amazon Business) was founded in 2015. Services are not available for purchase on our online marketplace.

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Can you provide examples of similar projects where you've supplied an Online Marketplace

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Amazon Business, through multiple cooperative contracts, delivers cost-saving solutions that simplify procurement and drive compliance with purchasing requirements for public sector



entities including state and local governments, public and private school districts, institutions of higher education, and nonprofit organizations.

#### **General Services Administration (GSA):**

Amazon Business was awarded a re-compete contract on the General Services Administration's (GSA) Commercial Platforms Program. We provide over 50,000 GSA SmartPay Purchase Card holders, from over 35 distinct agencies, with access to an online store for purchases of routine commercial products with the user-friendly, familiar experience of Amazon.com. Customers include the U.S. Department of Homeland Security (7,600+ buyers), U.S. Air Force (4,000+ buyers), Smithsonian Institute (500+ buyers), Social Security Administration (5,000+ buyers), and many more through the Department of Defense and Federal Civilian agencies.

#### **OMNIA Partners Cooperative Contracts: 1) Prince William County Public Schools; 2) State of Utah:**

Amazon Business, through multiple cooperative contracts with OMNIA, delivers cost-saving solutions that simplify procurement and drive compliance with purchasing requirements for public sector entities including state and local governments, public and private K-12 school districts, institutions of higher education, and nonprofit organizations. To learn more, please see: <https://www.omniapartners.com/publicsector/suppliers/amazonbusiness/overview>.

#### **Pennsylvania Education Purchasing Program for Microcomputers (PEPPM) Cooperative Agreement:**

PEPPM is a national purchasing cooperative serving education systems and other public sector agencies throughout the U.S. Amazon Business provides a dynamic catalog of hundreds of thousands of items for participating agencies to purchase goods, including office and educational supplies. To learn more, please see: <https://www.peppm.org/accounts/amazon/>.

#### **Massachusetts Higher Education Purchasing Consortium (MHEC):**

MHEC was established under Massachusetts state law to provide efficiency and cost savings to its members. MHEC serves over 2,600 members including government entities, public schools and institutions of higher education, and nonprofit organizations, providing members with cost savings and procurement efficiencies. Amazon Business was competitively awarded a five-year cooperative contract for an online marketplace. Members are able to purchase products within the office and school supplies categories that meet their respective compliance requirements.

#### **5.1.1 Product and Solution Offering**

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Fully describe your product/solution offering including pricing methodology

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Consisting of thousands of sellers of diverse sizes, capabilities, and certifications, Amazon Business's supplier network provides buyers with an ever-increasing array of products and level of inventory availability. Millions of products from hundreds of thousands of sellers provides a variety of choice and ensures availability of items with cost-competitive prices. Product categories include, but are not limited to:

- Computers and IT Accessories
- Maintenance, Repair, and Operating (MRO) Supplies
- Office Products
- Electronics
- Breakroom Supplies
- Safety and PPE
- Home Decor and Interiors
- Arts and Sports Equipment
- Medical Supplies and Consumables
- Automotive and Fleet Parts
- Outdoor Sports
- Janitorial and Sanitation Supplies
- Office Furniture
- Food Service Equipment
- Childcare Supplies and Toys
- Gift Cards and Vouchers
- Books and Ebooks
- Amazon Devices
- Clothing, Shoes, and Uniform Essentials



Amazon Business's dynamically priced online marketplace simplifies the purchasing process while increasing cost savings considerations. In the Amazon Business store, third-party sellers sell products alongside Amazon Business and they can update their pricing instantly to remain competitive. Multiple offers for items with shipping costs and applicable taxes are displayed on offer listing pages, allowing buyers to make

transparent price comparisons. Dynamic pricing enables buyers to take advantage of Amazon's wide selection of items and competitive pricing, reducing costs overall.

Amazon Business enables customers to get competitive pricing on hundreds of millions of built-for-business products. Cut costs with business-only prices, deals, and bulk discounts, plus get up to an additional 10% off with Recurring Delivery on eligible items. Amazon Business customers can set delivery preferences to get eligible orders when and where it is most convenient.

- Save more with Quantity Discounts starting at two units, with pricing discounts up to five quantity tiers and opportunities to request special prices on even larger orders. Use Request for Quote for discounted pricing on high-volume single-SKU purchases (>\$10K or >999 units), saving time on negotiations with sellers.
- Set a Recurring Delivery through Subscribe & Save for frequently purchased products, while earning an immediate 5% discount on eligible items and up to 15% when you have 5 or more subscriptions arriving on the same day, to the same address.
- Leverage Budget Management to speed up pre-purchase approvals using control checkpoints and spending limits to help reduce manual processes.

### 5.1.2 Technical Specifications and Compliance

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Demonstrate the proposed solution's ability to meet the technical requirements of the RCO.

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Through Amazon Business' online business-to-business (B2B) e-commerce store, we provide users access to millions of business-only items and pricing, quantity discounts, and other benefits tailored to an organization's procurement needs not available to Amazon.com retail customers. Customers enjoy access via single or multi-user business accounts, dashboard- style reporting mechanisms, dedicated customer support, and other features not available to Amazon.com retail customers.

Feature	Amazon	Amazon Business
Buyers	Individual consumers	Businesses, organizations with tax IDs, government agencies
Account	Single user/family	Multiple users
Pricing	Retail	Business pricing, retail, negotiated pricing
Tax Exemption	As applicable	Exemption for qualifying organizations
 Payments	Credit card,	Corporate cards, government purchase cards, Amazon.com
	Amazon.com store card	corporate card
Products	All, except some B2B	All, plus some business-only products
Quantity Discounts	None	Tiered quantity discounts, rebates
Shipping	Prime, seller-fulfilled Prime	Business Prime, seller-fulfilled Prime
Insights/Analytics	Order history	Approval workflows, Guided Buying, purchasing analytics

Multi-user business accounts offer flexible ways to manage business purchasing within your organization, helping to save time and improve purchasing processes. With Amazon Business, you can create and configure purchasing groups, add administrators, set permissions, and enable approval workflows. Then, easily turn data into actionable insights with tools to plan and manage purchasing.

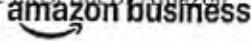
- Buyers can get what they want, when they need it, using Approval Workflows to identify the right approver, assign multiple approvers, or enable batch approvals.
- Dig deeper to gain visibility into spending across your organization, monitor buying activity, and automate reporting with Amazon Business Analytics and Spend Visibility.
- Easily integrate with 300+ e-procurement solutions for a streamlined user experience that simplifies and secures your purchasing processes, including Single-Sign On (SSO) access and secure expense reporting using Punch-In and Punchout.
- Choose from multiple payment methods and share them across your organization. Buy now and pay later with Pay by Invoice or with the Amazon Business American Express Card.

### ERP Integration

Amazon Business can be integrated with 300+ leading procurement systems, including Procurify, nVision, WinCap, Unimarket, Jaggaer, Tyler Munis, SpendBridge, Oracle, Ivalua, Teampay, BuyerQuest, SAP Ariba, Skyward, QuickBooks, Okta, Coupa, and more. Account administrators can configure their purchasing system in Business Settings. Our team maintains a library of downloadable how-to guides and step-by-step videos that explain how you can set up punchout, processes, and policies across your Amazon Business account.

Our Professional Services support organization can also work with you to support implementation of punchout from startup through launch at no additional cost. Professional Services is a global team of



experts providing consulting and implementation support to help customers get the most out of Amazon Business. For more information please visit: 



### Reporting Capabilities

Amazon Business understands the importance of having real-time analytics to drive business decisions. Data must be accessible, accurate, and analysis-friendly to inform decision making. Amazon Business Analytics is available to customers in real time and can be used to view spend data and create customized reports based on specific needs. Amazon Business Analytics contains filterable and sortable information about your Amazon Business procurement history, helping provide data for audit readiness, reimbursement, program reviews, etc. Amazon Business Analytics covers a variety of attributes such as order IDs, returns, refunds, transaction dates and amounts, payment instruments, purchase order numbers, order contents, and tracking numbers.

In addition, Spend Visibility, a Business Prime feature, offers a comprehensive dashboard solution that allows users at all levels of the business to make informed, data-driven decisions. Spend Visibility is highly customizable and has the ability to perform advanced forecasting. Whatever the size of your business, Spend Visibility can help you to determine measures to help cut costs and optimize spend. Automating the process of business data analytics can free up valuable time and resources within your organization, allowing your team to work smarter and spend less time gathering information.

### Amazon Business App

The Amazon Business app provides on-the-go access to shop and track business purchases. Accounts are free and sign-up is easy. Millions of products are accessible in the online store, allowing buyers to save time and money, no matter where they are. Enjoy the following benefits with the Amazon Business app:

- **A dedicated app for your business purchases.** Separate work and personal shopping. Shop with confidence using the dedicated app built specifically for your business. Create custom buying lists for frequently purchased items for your business, and share with your colleagues. Scan product barcodes and images to compare prices and check availability.
- **On-the-go business shopping and account management.** Stay informed with push notifications that provide order updates and approval requests. With Business Settings, you can easily manage payments, addresses, buying policies, and more.
- **One-click secure buyer access.** Maintain the same secure one-click experience as with your Single Sign-On integrated corporate applications. Use existing corporate credentials to purchase from Amazon Business without creating a new password.



## Payment Methods

Amazon Business offers a variety of payment method options:

- **Credit and debit cards.** Amazon Business accepts credit and debit cards from Visa, Mastercard, American Express, and more.
- **Business Prime American Express or Amazon Business American Express.** The Amazon Business American Express Card allows you to earn rewards (%) back as reward points or extended payment terms) on all purchases on and off Amazon Business. [Visit our detail page for more information about the Amazon Business American Express card.](#)
- **Pay by Invoice.** Pay by Invoice gives eligible Amazon Business customers an extended due date for paying for purchases made on credit. This method allows you to improve the cash flow and streamline your purchasing and payments processes. To learn more about Pay by Invoice, visit the [About Pay by Invoice](#) page.
- **Pay over time installments plan with Affirm.** Pay over time installments plans in partnership with Affirm enables sole-proprietor and registered businesses (such as LLC, Partnership, and Corporation) shopping on Amazon Business the additional flexibility to pay for purchases over time through equal monthly installments. Pay over time installments plan with Affirm offers equal monthly installments of 3 to 48 months durations for cart values of \$100 or more. It is a transaction-based joint liability payment option that the business and business owner will be jointly responsible for the payment. To learn more, visit [Buy now, pay over time with Affirm](#).
- **Checking accounts.** You can add your business and personal checking accounts to your business account, when you use individual or shared payment settings.
- **Gift card.** You can redeem gift cards only using Individual Payment Methods. If you are purchasing from a shared pay group, the gift card will not be visible at checkout. Administrators can select shared and Individual Payment Methods in Business Settings to provide payment methods for the group and allow employees to use their own payment method. If the gift card does not cover the full balance of the order, you can add another individual payment method to complete the order. You cannot use gift cards with shared payment methods on the same order.

## Customer Service and Support

Amazon provides 24/7 customer support in 16 languages from more than 130 locations around the globe. Account administrators and requisitioners have the option to call, email, or chat with our Customer Service team through this [link](#). Customers can also connect with their dedicated Account Executive for guidance or escalation. Account escalation and resolution will be communicated with customers through the email address associated with their Amazon Business account.



On Day 1 you will have access to work with Amazon Business team members to implement innovations and improvements, including Account Executives, Professional Services team members, and more. Our team can identify areas for continued optimization and savings, and ensure you are getting the most of your Amazon Business account. This support includes:

- **Account Executives:** Account Executives assist with account setup, implementation, and administration. They answer questions, address concerns, troubleshoot issues, and ensure contract compliance and submission of on-time reports.
- **Professional Services:** Our Professional Services team work directly with your organization to execute smart buying solutions to configure your account to help achieve your intended outcomes. Our team is involved from the beginning of your journey, meaning the transition between our team of experts is seamless.

### Delivery Experience

Amazon Business customers can tailor the delivery experience by using the Delivery Preferences feature. Delivery Preferences allows you to specify opening times for your business, include instructions for delivery, and more. Buyers can set preferences for individual shipments, while account administrators can designate preferences for eligible deliveries organization-wide. This helps to promote a consistent and improved delivery experience across business locations.

- **Choose the day and time you want shipments delivered.** Amazon Business enables you to set delivery windows on workdays when you'd like your shipments delivered.
- **Leverage Same-Day Shipping.** You can opt for fast same-day shipping for eligible items (available only to Business Prime members). These deliveries can occur outside normal business hours. If your business can accept evening deliveries, simply turn on Same-Day Shipping.
- **Provide customized instructions for seamless delivery.** Note specific drop-off points, share access codes, and offer detailed instructions on entrances or loading docks.
- **Opt for pallet delivery.** If your location can receive pallets, you can indicate that as a preference for large deliveries. Amazon Business will prioritize eligible shipments for delivery on a pallet at no additional cost.
- **Upload shipping addresses in bulk.** Upload multiple shipping addresses and share them with different groups within your organization. Once uploaded, purchasers in those groups can have their shipments delivered to any of those addresses.
- **Consolidate shipments for delivery.** Choose one or two days of the week to receive eligible deliveries from Amazon Business (Amazon Day — available only to Business Prime members).



### Guided Buying

Manage and guide purchasing within your organization by defining transparent guardrails. Features such as Buying Policies and Approvals, Guided Buying (a Business Prime feature), and Budget Management enable you to manage purchasing while fostering transparency and confidence in the buying process among purchasers.

- **Enable simple and transparent budgeting.** Easily set pre-approved budgets using the Budget Management tool. Allocate funds to your buyers and empower them to make timely and transparent purchasing decisions. Provide clear rationale for buying policies and approval workflows so that purchasers understand the intent.
- **Bring purchase orders to a closure quickly using 3-Way Match.** Avoid confirming receipt for orders that are missing, damaged, or incorrect. 3-Way Match automatically unites your order, item receipt, and invoice for faster reconciliation— matching all invoice line-items to the receiving status.
- **Balance buyer empowerment with purchasing control.** Drive compliance with internal purchasing policies by easily defining policies that identify preferred, restricted, and blocked product categories or sellers and set spend limits. Identify appropriate approvers for buying policies, and assign multiple approvers if needed, each with the ability to grant permission for a fast turnaround on eligible buyer orders.
- **Guide buyers to products your organization recommends.** Use Guided Buying to prefer products or sellers that your organization recommends and restrict or block non-preferred product categories.

With a view of your organization's spend and scalable mechanisms in place to encourage compliance, you can enable payment methods for all users to manage cash flow and reconcile purchases. You can optimize cash flow for your organization by using a flexible payment solution from Amazon Business. Pairing the convenience, value, and selection of Amazon Business with Pay by Invoice can help your organization simplify and streamline purchasing.

With Pay by Invoice, you can easily reconcile purchases through detailed item-level invoices available via email or in your Amazon Business account. You also have the ability to customize your invoices to suit your organization's billing needs. For example, if your organization has multiple billing addresses, you can create templates specific to each address and assign that template to different groups within the organization. This feature can be helpful for organizations with different offices, different schools within a district, or the specific cost centers within the organization.

### 5.1.3 Support and Maintenance

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#### What is your approach to providing ongoing technical support, service, and warranty services?

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Amazon's mission is to be Earth's most customer-centric company, and our award-winning Customer Service team is a key part of that mission. The Customer Service team has a clear purpose—to prevent and solve problems and delight our customers. Our team supports customers in 16 languages from over 130 locations around the globe. Customer Service tracks complaints and issues across many categories and uses a diverse set of metrics. For

example, we track frequent issues including "Problem with an Order," "Returns and Refunds," "Punchout Issues," "Product Information," and "Where's my stuff?"

The team also records metrics such as number of contacts for similar issues and time to resolve issues. Amazon's Customer Service technology and product teams focus on a variety of customer service solutions—from designing and developing self-service technologies, to interacting directly with customers, to building world-class customer relationship management systems used by millions of customers every day through Amazon's websites, shopping apps, and devices.

Amazon Business provides 24/7 support for our customers. Account administrators and requisitioners have the option to call, email, or chat with our Customer Service team through this link: [https://www.amazon.com/gp/help/customer/contact-us?ref=bfooter\\_cu](https://www.amazon.com/gp/help/customer/contact-us?ref=bfooter_cu). Customers can connect with their dedicated Account Executive for guidance or escalation. Account escalation and resolution will be communicated with customers through the email address associated with their Amazon Business account.

For account administrators, Amazon Business provides an enhanced Customer Service team that will be available via phone, email, and chat to quickly resolve any questions. If your question is unable to be resolved upon initial contact, it will be escalated to the appropriate team with an expected SLA of 24-48 hours.

Product warranties are determined by the individual sellers in our online store.

Product warranty details can be found on the respective product page and may vary depending on the product. For more information on warranties, repairs, and replacing or returning products, please visit the following link:

<https://www.amazon.com/gp/help/customer/display.html?nodeId=GFOYJJ5P2DA32EZW>.

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#### **Do you offer 24/7 support?**

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Participating agencies can report issues to Customer Service 24 hours a day, 7 days a week. Our team supports customers in 16 languages from over 130 locations around the globe. Chat agents are connected within less than a minute on average, and email response time is by next business day pending complexity of the request. Customer Service specialists are available from 8AM to 8PM EST, and you can also submit a call-back request via the online portal. Account Executives can be reached via email or phone with same-day or next business day response times. From there, if escalation is needed to resolve an issue, our staff will take action to route the issue accordingly. Resolution status will be communicated to the customer via email.

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#### **Please describe your support model.**

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Participating agencies can report issues to Customer Service 24 hours a day, 7 days a week. Our team supports customers in 16 languages from over 130 locations around the globe. Chat agents are connected within less than a minute on average, and email response time is by next business day pending complexity of the request.

Customer Service specialists are available from 8AM to 8PM EST, and you can also submit a call-back request via the online portal. Account Executives can be reached via email or phone with same-day or next business day response times. From there, if escalation is needed to



resolve an issue, our staff will take action to route the issue accordingly. Resolution status will be communicated to the customer via email.

Amazon Business has dedicated staff and resources to assist participating agencies with implementation. Timelines vary based on size, complexity, and pre-established features but typically range from one to six weeks. For existing system integrations, we expect no greater than a 30-day implementation period centered on user experience, account restructuring (if needed), and creation of change management tools to ensure a smooth and successful launch. Our Professional Services team can also work with participating agencies to support punchout implementation from startup through launch, if needed.

Dedicated staff will be ready to support buyers through account launch, questions, and overall activation. In-person and webinar trainings are available for account administrators and end users. These trainings are typically one-hour sessions hosted as part of the implementation process and can be requested through your dedicated Account Executive.

On-demand self-service training videos and downloadable how-to guides are available at the following link: <https://business.amazon.com/en/discover-more/events/training-videos>. Our team can also support your staff with a presentation to showcase the functionality and capabilities of Amazon Business. An overview of Amazon Business solutions is located at: <https://business.amazon.com/en/find-solutions>.

#### 5.1.4 Implementation and Training

---

What is your proposed timeline for delivery, installation, and testing of the products and/or services?

---

Amazon Business has dedicated staff and resources to assist participating agencies with implementation. Timelines vary based on size, complexity, and pre-established features (e.g., Business Prime) but typically range from one to six weeks. For existing system integrations, we expect no greater than a 30-day implementation period centered on user experience, account restructuring (if needed), and creation of change management tools to ensure a smooth and successful launch.

Participating agencies can also set up punchout integration by visiting: <https://business.amazon.com/en/find-solutions/punchout> or by working with your dedicated Account Executive upon contract award. Account administrators can also set up punchout using the self-configuration tool. Sign in to your Amazon Business account and go to Business Settings > Systems Integration > Configure Purchasing System and follow the step-by-step instructions.

Our Professional Services team can also work with participating agencies to support punchout implementation from startup through launch, if needed.

---

Can you provide details on the training program you offer for the products or services offered, including user and technical support staff training?

---

Dedicated staff will be ready to support buyers through account launch, questions, and overall activation. In-person and webinar trainings are available for account administrators and end users. These trainings are typically one-hour sessions hosted as part of the



implementation process and can be requested through your dedicated Account Executive. On-demand self-service training videos and downloadable how-to guides are available at the following link: <https://business.amazon.com/en/discover-more/events/training-videos>. Our team can also support your staff with a presentation to showcase the functionality and capabilities of Amazon Business.

Our Professional Services team can work with participating agencies to provide a customized training experience for all users. Our team works to build a training program to reach maximum participation and can offer a combination of in-person, online, and prerecorded options. Our team can also assist with customizing user guides for all end users.

Webinar and video trainings are also available for both account administrators and end users for the following topics:

- Direct access registration
- Shareable link registration
- Buying policies and approvals, including configuration of Guided Buying, spend limits, and reviewing requests
- Members overview, including user roles and permissions, groups, and adding and removing users
- Single Sign-On (SSO)
- e-procurement
- Budget management, including step-by-step instructions and configuration
- Bulk ordering

An overview of Amazon Business solutions is located at:

<https://business.amazon.com/en/find-solutions>.

### 5.1.5 Innovation and Future Proofing

How does your company account for future technological advancements or changes in the marketplace?

**Governments at all levels—federal, state, and local—should have access to the best technology.** Harnessing the capabilities of advanced technology such as the cloud, artificial intelligence (AI), and edge computing are important to the ongoing safety and security of the country, its citizens, our communities, and the world. We will continue to provide governments and public safety agencies access to the most advanced technology and other commercial innovations.

Amazon Business has been leveraging artificial intelligence (AI) and machine learning (ML) for years to offer procurement professionals more efficient processes, a greater understanding of buying habits and, ultimately, reduced prices. We continually invest in technology and innovation to optimize our services. These advancements can help you stay at the forefront of supply chain resilience practices, such as near real-time tracking, automation, and predictive analytics.

Amazon has been making use of AI and ML for over two decades, meaning Amazon Business buyers can take advantage of these exciting capabilities. One way we've utilized these tools is



through improving the search experience and product discoverability for administrators and buyers. Amazon Business's AI-powered product recommendations can help buyers find comparable or identical items based on past purchases but at lower prices or with discount availability, often through the convenience of 'Subscribe and Save' or quantity discounts for bulk orders.

The use of AI in this process means buyers benefit from genuine insight without having to go through time-consuming research and comparisons. With the emergence of Large Language Models and scalable vector databases, we can create simplified procurement shopping experiences from a simple customer ask. For example, if you need HVAC part replacements while at a work site, you can simply ask Amazon Business, via the Amazon Business mobile app, for a large number of replacement parts, with confidence they fit specifications via an interactive confirmation, and complete your order in less than a minute.

AI is also being used to help companies gain greater insight into their buying patterns through Amazon Business Analytics and Spend Visibility (a Business Prime feature). This allows businesses to analyze data for timely insights to support decision making—identifying what has been spent and with which suppliers. Organizations can then use these insights to shape strategy by consolidating spend with fewer providers, for instance, or inviting suppliers to put forward their best price. Crucially, this can lead to immediate cost savings that can also be tracked over time.

AI and ML can also help deliver a better procurement experience for internal customers. Amazon Business makes use of sophisticated chatbots to help answer common customer questions, meaning if users have a query about an item, they can receive an immediate response or be transferred to a human. In the near future, customers may not even need to explain the issue at all, as the AI functionality will know exactly what stage they are at in the purchasing process and what kind of support they will require.

---

**Specifically accept the Empire Procure Connect Terms and Conditions and the Supplier Convenience Fee**

---

Amazon takes exception to this requirement. Amazon Business has proposed redlines to the Empire Connect Terms and Conditions and the Supplier Convenience Fee as part of our proposal response. This is available for negotiation should we be selected for contract award.



## CERTIFICATE OF EXPERIENCE

**Brett Tuson** **(THIS FORM MUST BE COMPLETED BY VENDOR AND SUBMITTED WITH BID)**

Amazon.com Services LLC

I \_\_\_\_\_ HEREBY CERTIFY THAT (COMPANY) dba Amazon Business

HAS PERFORMED THE FOLLOWING WORK WITHIN THE LAST THREE YEARS:

NAME OF BUSINESS:

CONTACT NAME: \_\_\_\_\_

CONTACT NAME:

**ADDRESS:**

**TYPE OF WORK:** Office Supplies & IT

FAX NO.: N/A

---

Digitized by srujanika@gmail.com

NAME OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

ADDRESS: —

AMOUNT OF CONTRACT: Confidential TELEPHONE NO.:

FAX NO.: N/A

NAME OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AMOUNT OF CONTRACT: Confidential TELEPHONE NO.:

---

TYPE OF WORK: Contract for Online Marketplace      EMAIL ADDRESS:



RCO-RC-EPC-2025-007

Online Marketplace On Behalf of GOVERNMENT Cooperative

## COUNTY OF ROCKLAND - DGS-PURCHASES-ING

NAME OF BUSINESS: OEM BOGEES G. A. 6th FLOOR, 50 SANATORIAL AVENUE, MONROVIA, NY 10970

ADDRESS: \_\_\_\_\_

AMOUNT OF CONTRACT: Confidential

TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: MRO, School Supplies, IT

EMAIL ADDRESS: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

NAME OF BUSINESS: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AMOUNT OF CONTRACT: Confidential

TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: MRO, School Supplies, IT, JanSan, Medical Supplies

EMAIL ADDRESS: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

Amazon.com Services LLC dba Amazon

NAME OF BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_

Business

DocuSigned by:

Brett Tucson

912031515645442

TITLE: Authorized Signatory

SIGNATURE

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## 6. Value-Added Considerations

Amazon Business delivers comprehensive value through its dynamically priced online marketplace, offering access to millions of products at competitive prices. Our online marketplace combines the efficiency of real-time pricing updates from both Amazon and third-party sellers with transparent price comparisons, creating a streamlined procurement process. The solution is supported by dedicated account management, 24/7 multilingual customer service, and Amazon's robust logistics network featuring two-day delivery on over 100 million items.

Additionally, using Amazon Business as your strategic supplier can reduce costs through several means, including access to other services at no additional cost (e.g., customer service, Professional Services, advanced analytics and reporting tools, a mobile app for on-the-go use, etc.). In the Amazon Business online store, third-party selling partners sell products alongside Amazon Business, and they can update their pricing instantly to remain competitive. Multiple offers for items with shipping costs and applicable taxes are displayed on offer listing pages, allowing buyers to make transparent price comparisons. Dynamic pricing enables buyers to take advantage of Amazon's wide selection of items and competitive pricing, reducing costs overall.

Amazon Business has hundreds of millions of business-relevant products, from office supplies to professional-grade equipment specific to niche industries. Our product detail pages provide customers with the ability to view product descriptions, specifications, multiple pictures and images, reviews (including text, star ratings, images, and videos), and questions with answers from customers across the globe who purchased the same items. We receive more than 30 million reviews each week and use a combination of machine learning technology and skilled investigators to analyze each review. If inventory is not available for a specific item, there is a vast array of similar but alternative items to choose from within Amazon Business.

In addition to our dynamically priced online marketplace, Amazon Business customers have access to millions of business-only items and pricing, discounts, and other benefits tailored to an organization's needs that can reduce your total procurement costs, including:

- Amazon Business Request for Quote gives you the ability to request a discounted price on single-SKU purchases greater than \$10K or 999 units—helping to support spot buys and buying in bulk for your organization, with typical savings of 10%.
- Amazon Business is your one-stop shop for instant volume savings with bulk purchasing discounts. Shop office supplies, breakroom products, janitorial supplies, and more from trusted brands. Whether you need two or 2,000 items, Amazon Business has your bulk supplies needs covered.
- With the Amazon Business American Express Card, choose 5% back or 90-day terms on U.S. purchases at Amazon Business, AWS, Amazon.com, and Whole Foods Market with an eligible Prime membership. If you choose to earn rewards, you'll earn 5% back on the first \$120,000 in purchases each calendar year, and 1% back thereafter.



- **Pay by Invoice.** Buy now and pay later at Amazon Business with no upfront interest or fees. With 30-day payment terms and on-demand itemized digital invoices, Pay by Invoice gives your business more flexibility and control.
- **Free shipping for eligible items.** Any item with "Free Shipping" on the product detail page that is fulfilled and shipped by Amazon is eligible and contributes to your free shipping order minimum. Customers that choose to purchase Business Prime receive unlimited free two-day shipping on eligible items, with no minimum spend.
- **Business Prime.** Business Prime is a membership program for organizations of all sizes with premium procurement benefits that help free time and resources. With Business Prime, users can unlock the best of Amazon Business. Members receive access to business-specific features and benefits based on the selected plan. Business Prime includes free shipping on eligible items, ability to guide users toward preferred products and suppliers with purchasing and spend policies, and visibility into organization spending. The cost of Business Prime varies based on organization size and type.

### Free and easy returns

Amazon offers free returns on most items delivered to an address within the 50 U.S. states. Look for whether the item is eligible for "Free Returns" next to the price to confirm that the item qualifies before ordering. Buyers can exchange or replace an item through Amazon's Online Returns Center if the exchange or replacement meets certain criteria. Most new and unopened items sold and fulfilled by Amazon can be returned within 30 days of delivery for a full refund. Users can track the status of their refund and return on the Your Orders page.

### Additional Resources

- Amazon Awards and Recognition – <https://www.aboutamazon.com/about-us/awards-recognition>
- Amazon Business Blog – <https://business.amazon.com/en/discover-more/blog>
- Amazon Supply Chain Standards – <https://sustainability.aboutamazon.com/amazon-supply-chain-standards-english.pdf>
- Customer Success Stories – <https://business.amazon.com/en/discover-more/customer-success-stories>
- Public Policy – <https://www.aboutamazon.com/about-us/public-policy>
- Safety at Amazon – <https://safety.aboutamazon.com/>
- On-Demand Webinars – <https://business.amazon.com/en/events/reshape>

## EXHIBIT A

## QUESTIONNAIRE FOR NATIONAL CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond to each qualification statement on this questionnaire.

**1. Will the pricing for all Products and/or Services offered be equal to or better than any other pricing options it offers to Participating Public Agencies nationally?**

Amazon Business's dynamic pricing model simplifies the purchasing process while increasing cost savings considerations. In the Amazon Business online store, third-party sellers sell products alongside Amazon Business, and they can update their pricing instantly to remain competitive. Multiple offers for items with shipping costs and applicable taxes are displayed on offer listing pages, allowing buyers to make transparent price comparisons. Dynamic pricing enables buyers to take advantage of sellers competing to offer the best pricing on a given item, reducing costs overall.

**2. Does your company have the ability to provide service to any Participating Public Agencies in all 50 states? (\*If no, identify the states where you do not have the ability to provide service to Participating Agencies.)**

Yes.

**3. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 states? (\*If no, identify the states where you have the ability to call on Participating Public Agencies.)**

Yes.

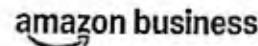
**4. Will your company assign a dedicated Senior Management level Account Manager to support the resulting GOVMVMT contract?**

Yes.

**5. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with GOVMVMT to monitor contract implementation progress?**

Yes.

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Amazon Business will share aggregated sales data—transaction level data is protected by our Privacy Notice and cannot be released to a third party.

**6. Does your company have the ability to provide electronic and ecommerce ordering and billing?**

Yes.

**7. Will the GOVMVMT contract be your lead public offering to Participating Public Agencies?**

No.

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Amazon Business is contract agnostic; it will be included as one of our contract offerings.

**8. Check which applies for your company sales last year in the United States:**

Sales greater than \$100 Million

Submitted by:

Brett Tuson

Authorized Signatory

(Printed Name)

(Title)

DocuSigned by:

Brett Tuson

July 9, 2025

(Signature)

(Date)

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**Exhibit B**  
**Supplier Response**

**A. National Commitments**

---

**1. Please provide a written narrative of your understanding and acceptance of the Supplier Representations and Covenants in Section 1 of this Attachment.**

---

Amazon Business maintains a portfolio of contracts which help our Public Sector customers meet their compliance needs. We take a contract agnostic approach, and this contract will be presented to eligible customers on par with other Amazon Business contracts the customer may be eligible to utilize. Amazon Business is committed to a successful partnership with GOVMVMT, Rockland County, and participating agencies. As detailed in our proposal, Amazon will dedicate senior leadership with the authority to commit the Company, a sales staff knowledgeable about Amazon Business capabilities and the contract, provide contract specific training for our sales force, along with a comprehensive go-to-market strategy to ensure a successful contract launch and execution throughout the contract term.

**B. Company**

---

**1. Provide a brief history and description of Supplier, including Supplier's experience in providing similar products and services.**

---

Since launching in 2015, our mission has been to help businesses move beyond maintaining operations and drive toward their next stage of growth. Today, Amazon Business serves over 6 million business customers, including 96 companies on the Fortune 100, 465 companies on the Fortune 500, 50 of the 50 U.S. state governments and Washington, D.C., 94 of the top 100 largest U.S. school districts, and 118K+ tax-exempt charitable organizations. Integrating Amazon Business into procurement solutions empowers organizations to modernize their infrastructure, drive innovation, and enhance mission capabilities.

Amazon Business helps millions of organizations—from government agencies, small businesses, schools, and hospitals, to large enterprises with global operations—reshape their procurement with greater productivity, cost and time savings, and insightful purchasing analytics. Through our online business-to-business (B2B) and business-to-government (B2G) e-commerce store, we provide users with access to millions of business-only items and pricing, quantity discounts, and other benefits tailored to an organization's procurement needs not available to Amazon.com retail customers.



To learn more about how we have helped similar customers, please read our customer success stories, available at [this link](#).

---

**2. Provide the total number and location of sales persons employed by your company in the United States.**

---

Please see Amazon's most recent publicly available SEC filings for our current employee count: <https://ir.aboutamazon.com/sec-filings/default.aspx>.

---

**3. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.**

---

If awarded, Amazon Business can provide customers with marketing collateral to market and promote the contract. Amazon Business will collaborate with participating agencies to ensure buyers and member agencies are aware of the awarded contract, activation process, and contract benefits. Amazon Business will market the contract in accordance with our corporate business practices.

---

**4. Provide the number and location of support centers.**

---

Our team supports customers in 16 languages from over 130 locations around the globe.

---

**5. Provide company annual sales for the three previous fiscal years in the United States. Sales reporting should be segmented into the following categories:**

---

For Amazon's annual revenue, please refer to Amazon's publicly available SEC filings at the following link: <https://ir.aboutamazon.com/quarterly-results/default.aspx>.

---

**6. For the proposed products and services included in the scope of your response, provide annual sales for the last three fiscal years in the United States. Sales reporting should be segmented into the following categories:**

---

This information is considered confidential. For Amazon's annual revenue, please refer to Amazon's publicly available SEC filings at the following link: <https://ir.aboutamazon.com/quarterly-results/default.aspx>.

---

**7. Provide a list of your company's ten largest public agency customers, including contact information.**

---

This information is considered confidential. Please reference our industry pages for a list of publicly available cooperative contract information.

- <https://business.amazon.com/en/industries/education>
- <https://business.amazon.com/en/industries/government>

To learn more about how we've helped similar customers, please visit [this link](#).

---

**8. Describe any green or environmental initiatives or policies.**

---



At Amazon, we combine data and science with passion and invention. We set big goals and work backward to achieve them, such as The Climate Pledge, our goal to reach net-zero carbon emissions by 2040, 10 years ahead of the Paris Agreement. We apply that same tenacity to how we address some of the world's biggest environmental and societal challenges, striving to make every day better for our customers, employees, communities, and planet. We are committed to addressing sustainability at every stage of our value chain.

## Our Operations

We offer products and services—both Amazon-branded and from many other brands and third-party sellers—in our Amazon stores, leveraging advanced transportation logistics to deliver globally. We also create entertainment content and, through AWS, provide the world's most widely adopted and comprehensive cloud offering.

## Our Supply Chain

We procure materials, commodities, components, finished goods, and services from a complex supplier network. We engage suppliers globally to align our expectations for respecting human rights; maintaining safe, inclusive workplaces; and promoting sustainable practices.

## Our Employees

The approximately 1.5 million people in Amazon's global workforce are the key behind our successes—from enabling global fulfillment to delivering on sustainability initiatives. To support them in advancing their own career goals, we offer competitive pay and benefits, upskilling and educational programs, and a workplace that promotes inclusion and diversity. Additionally, we use independent contractors and temporary personnel to supplement our workforce.

## Our Communities

Amazon has a presence in communities around the world. We seek to be a good neighbor wherever we operate and to support local people and charitable organizations that meet on-the-ground needs. We leverage our scale, resources, and expertise to address issues where we can have the greatest impact—namely affordable housing, education, disaster relief, and food security.

## Our Customers

We continually seek new and better ways to serve customers, offering lower prices, more convenient services, and a larger selection of more sustainable products. We also help



customers advance their businesses and enable digital transformation through AWS, content development services, and advertising options. In addition, we support small businesses with access to Amazon's tools, resources, and network, helping them reach customers around the world.

Learn more about our actions, progress, and achievements at the following link:

<https://sustainability.aboutamazon.com/2023-sustainability-executive-summary.pdf>.

---

9. Describe any diversity programs or partners Supplier does business with and how Participating Public Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a listing of diversity alliances and a copy of their certifications.

Amazon Business's Socially Responsible Purchasing (SRP) program can help you find and buy items from small, diverse, and local businesses through our store. The program provides experiences that motivate customers to discover and buy from small, diverse, and local businesses, and to buy more sustainable products. Through Amazon Business's SRP program, customers can connect and contribute to their community throughout the shopping experience, including buying policies, storefronts, search filters, and detail pages. This is enabled via the Diversity Certifications and Buy Local policies which account administrators can establish for groups on the account.

Amazon Business Analytics is available to customers in real time and is used to view spend data and create customized reports based on specific needs, including diversity spend. Our Credentials Report allows you to view seller and compliance credentials at item level detail for all orders. Data can be filtered and reported on by categories, item type, selling partners, customer groups, users, and more, with additional filters and columns as needed to pull more specific information. Account administrators can also use Amazon Business Analytics to generate reports on preferred or restricted purchases to monitor policy compliance.

Business Prime subscribers can access Spend Visibility, which is part of Amazon Business Analytics. Spend Visibility includes pre-built dashboards, such as the Supplier Diversity dashboard, along with the ability to create custom ones. Analyze your spending with data visualizations to help you make smart budgeting decisions, easily locate compliance issues, and find opportunities to save in the future. The Supplier Diversity dashboard allows you to compare overall spend against spend with certified small and diverse sellers, including:

- Diversity spend by week
- Total spend
- Total diversity spend
- National diversity supplier spending
- Diversity supplier count
- Minority-owned businesses



- Registered small businesses
- SBA-Certified 8a Business
- SBA-Certified HUB Zone Firm
- Veteran-owned small business
- Women-owned small business
- Diversity spend by group
- Diversity spend by user
- Diversity spend by seller
- Diversity spend by category
- Diversity spend table

To learn more about Responsible Purchasing solutions, visit [here](#).

For additional information and all recognized certifications, please visit our Supplier Diversity webpage: <https://business.amazon.com/en/social-responsibility/supplier-diversity>.

**10. Indicate if Supplier holds any of the below certifications in any classified areas and include proof of such certification in your response:**

While Amazon is not considered a diverse supplier, Seller certifications and credentials allow third-party sellers to display one or more of the 150+ recognized designations for diversity, ownership, and quality. You can view a seller's certifications or credentials throughout the Amazon Business store. Amazon Business has over 14k certified small business sellers in the US. [Supplier diversity certification policies](#) can help you connect with businesses identified as small, minority, women, veteran, and LGBT-owned. Amazon Business recognizes the following diversity and ownership certifications:

- Small Business
- LGBT Business Enterprise
- Minority-Owned Business
- Women-Owned Business Enterprise
- Woman-Owned Small Business
- Economically disadvantaged Women-Owned Small Business
- SBA-Certified Small Disadvantaged Business
- SBA-Certified HUB Zone Firm
- SBA-Certified 8(a) Firm
- Veteran-Owned Small Business
- Service-Disabled Veteran-Owned Small Business
- 100+ State Diversity Certifications

Amazon Business' Guided Buying functionality allows account administrators to create buying policies for preferred products and sellers, including based on small and diverse business designations. Preferred sellers can be added to any Amazon Business account. Customers can quickly search and shop from these sellers for future purchases. Amazon



Business makes certification information visible to buyers in several places, offering tools to help buyers find and purchase from sellers with small business and diversity certifications.

In addition to Guided Buying, buyers can find and purchase from certified sellers through the following ways:

- Search refinement: Buyers can use filters to refine search results to items with offers from certified sellers.
- Product detail page: Buyers can see labeling within the product detail pages to see which offers are from certified sellers and can navigate to the seller profile to view certifications.

a. Minority Women Business Enterprise (MBE or WBE)

No.

b. Small Business Enterprise (SBE) or Disadvantaged Business (DBE)

No.

c. Historically Underutilized Business (HUB)

No.

d. Historically Underutilized Business Zone Enterprise (HUBZone)

No.

e. Veteran Business Enterprise (VBE)

No.

f. Service-Disabled Veteran's Business Enterprise (SDVBE)

No.

If you responded yes to any designations in a-f, please list certifying agency(ies):

N/A

11. Please describe any Affirmative Action Policy your company has in place.

Amazon requires employees to take mandatory inclusion training, regularly reviews its employment data to identify pay imbalances or unusual attrition across demographics and works hard to increase the number of underrepresented employees and leaders in the organization. Our culture is defined by our Leadership Principles, and our newest Leadership Principle, "Success and Scale Bring Broad Responsibility," reminds us that we must support our customers, partners, local communities, and the world at large to do better and be better.



## C. Order Processing and Distribution

---

### 1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing.

Amazon Business provides a user-friendly online buying experience to make finding and purchasing supplies easy. Customers get the familiar, best-in-class ordering experience of Amazon.com, but with unique business-tailored features such as approval workflows, data analytics and reporting, payment solutions, ability to restrict orders, and more. Consisting of hundreds of thousands of selling partners, our supplier network provides access to a comprehensive selection of business-only items and pricing across categories including IT, office, janitorial and sanitation, MRO (maintenance, repair, and operations), and breakroom.

When a buyer selects an item, product offerings from third-party selling partners are presented alongside Amazon Business listings, allowing users to compare and order items with visibility into pricing, shipping speeds, and customer ratings. Our product detail pages provide buyers with the ability to view product descriptions, specifications, multiple pictures and images, reviews (including text, star ratings, images, and videos), seller certifications, and questions with answers from customers who purchased the same items.

When an order is placed, users will see an acknowledgement screen and an email confirmation will be sent to the ordering user. After an order has shipped, users can track packages on the Amazon Business website or mobile app. Tracking information is available under "Your Orders" in the order details. If an order includes multiple items, each item may have separate delivery dates and tracking information.

For Pay by Invoice (PBI) accounts, monthly statements will be sent to the primary invoice contact on the account. Users and administrators can access invoices based on level of authority within the account. Invoices are viewable and printable from the Amazon Business account.

---

### 2. In what formats do you accept orders (telephone, ecommerce, etc.)?

We offer a web-based account for online ordering with capacity for unlimited users. Amazon Business integrates with 300+ leading e-procurement software systems for punchout ordering and supports EDI and cXML punchout protocols with invoices transmitted via PDF, EDI, or cXML. You can request contract activation through your dedicated Amazon Business

Account Executive. Amazon Business will activate the contract to track all purchases made through the contract. Ordering will take place as normal after the contract has been activated. If you do not have an active Amazon Business account, your Account Executive



can assist and provide support through registering for a free account. We do not currently accept phone, faxed, or emailed orders.

---

**3. Please describe your single system or platform for all phases of ordering, processing, delivery and billing.**

---

Amazon Business provides a user-friendly online buying experience to make finding and purchasing supplies easy. Customers get the familiar, best-in-class ordering experience of Amazon.com, but with unique business-tailored features such as approval workflows, data analytics and reporting, payment solutions, ability to restrict orders, and more. Consisting of hundreds of thousands of selling partners, our supplier network provides access to a comprehensive selection of business-only items and pricing across categories including IT, office, janitorial and sanitation, MRO (maintenance, repair, and operations), and breakroom.

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For Pay by Invoice (PBI) accounts, monthly statements will be sent to the primary invoice contact on the account. Users and administrators can access invoices based on level of authority within the account. Invoices are viewable and printable from the Amazon Business account. We do not accept phone, faxed, or emailed orders.

---

**4. Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.**

---

Use of Amazon Business will be governed by the Amazon Business Accounts Terms & Conditions found at

<https://www.amazon.com/gp/help/customer/display.html?nodeId=201613180>. The payment method for all goods and products purchased under the contract shall be subject to Section 3 of the Amazon Business Accounts Terms and Conditions. Amazon Business customers are able to pay for orders at the time they are placed using a credit card, including Purchasing Cards (p-cards), debit cards, checking accounts, or gift cards.



Amazon Business customers may also elect to apply for Amazon's Pay By Invoice service, which has standard Net 30 payment terms. Business Prime members can apply for 45-day terms with the small and medium plans or 60-day terms with the Enterprise plan.

**5. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.**

Amazon Business offers a variety of payment method options:

**Credit and debit cards:** Amazon Business accepts credit and debit cards from Visa, Mastercard, American Express, and more.

**Business Prime American Express or Amazon Business American Express:** The Amazon Business American Express Card allows you to earn rewards (% back as reward points or extended payment terms) on all purchases on and off Amazon Business. [Visit our detail page for more information about the Amazon Business American Express card.](#)

**Pay by Invoice:** Pay by Invoice gives eligible Amazon Business customers an extended due date for paying for purchases made on credit. This method allows you to improve the cash flow and streamline your purchasing and payments processes. To learn more about Pay by Invoice, visit the [About Pay by Invoice page](#).

**Pay over time installments plan with Affirm:** Pay over time installments plans in partnership with Affirm enables sole-proprietor and registered businesses (such as LLC, Partnership, and Corporation) shopping on Amazon Business the additional flexibility to pay for purchases over time through equal monthly installments. Pay over time installments plan with Affirm offers equal monthly installments of 3 to 48 months durations for cart values of \$100 or more. It is a transaction-based joint liability payment option that the business and business owner will be jointly responsible for the payment. To learn more, visit [Buy now, pay over time with Affirm](#).

**Checking accounts:** You can add your business and personal checking accounts to your business account, when you use individual or shared payment settings.

**Gift card:** You can redeem gift cards only using Individual Payment Methods. If you are purchasing from a shared pay group, the gift card will not be visible at checkout.

Administrators can select Shared and Individual Payment Methods in Business Settings to provide payment methods for the group and allow employees to use their own payment method.

If the gift card does not cover the full balance of the order, you can add another individual payment method to complete the order. You cannot use gift cards with shared payment methods on the same order.



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**6. Describe how your company proposes to distribute the Products and Services nationwide.**

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Amazon is known for its vast and efficient logistics network, which allows us to handle a massive number of deliveries each day. Our logistics expertise spans across supply chain management domains—specifically, e-commerce, demand planning and forecasting, supplier integration, cloud computing, warehouse management, labor management, automation, and fulfillment technology and robotics. Using cloud technology, Amazon has developed one of the largest fully integrated supply chains in the world through the use of cutting-edge automation, artificial intelligence/machine learning (AI/ML), simulations, and the Internet of Things (IoT), all while driving towards a net-zero carbon future.

We operate hundreds of world-class facilities in cities and communities around the globe to efficiently get customers what they need. Our fulfillment network is made up of state-of-the art technology and a variety of building types and sizes to support processing orders. In the early 2000s, it took us an average of 18 hours to get an item through our fulfillment centers and on the right truck for shipment. Now, it takes us two—an innovation we were able to achieve because we've been building our fulfillment network for 20 years. In 2024, Amazon delivered at the fastest speeds ever to Prime members, with more than 5 billion items arriving same or next day in the U.S. We achieved this by focusing on three key initiatives:

- Expanding our Same-Day Delivery network. Thanks to streamlined operations, our Same-Day Delivery sites can pick and pack customer orders in minutes for fast, reliable delivery. Amazon now offers Same-Day Delivery in more than 120 U.S. metro areas.
- Regionalizing our fulfillment network. This is a key enabler of our accelerated delivery times by reducing the transportation distance between our sites and customers. In 2024, we reduced the distance items traveled between our U.S. sites and the customer by nearly 10% YoY.
- Leveraging advanced machine learning (ML) algorithms. Combining ML with regionalized inventory means more orders can ship from a single local site—reducing transportation distance by placing the right products closer to our customers to fulfill orders quickly.

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**7. Identify all other companies that will be involved in the processing, handling or shipping of the Products and Services to the end user.**

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U.S. carriers that deliver products to end users include Amazon Logistics, Amazon Extra Large, UPS, FedEx, USPS, and CEVA Logistics. Some national carriers use regional carriers to deliver your packages. Carrier contact information can be found through the following link:



[https://www.amazon.com/gp/help/customer/display.html?ref=hp\\_left\\_v4\\_sib&nodeId=GBP\\_EXXYULHB5WCH](https://www.amazon.com/gp/help/customer/display.html?ref=hp_left_v4_sib&nodeId=GBP_EXXYULHB5WCH).

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8. Describe how Participating Public Agencies are ensured they will receive the Master Agreement pricing with your company's distribution channels, such as direct ordering, retail or in-store locations, distributors, etc. Describe how Participating Public Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

This question is not applicable as the requirements and structure of the RCO require bidders to propose a dynamically priced online store. However, the current out-of-the-box data analytics capabilities of Amazon Business may provide sufficient ability to audit, monitor, and measure key performance indicators (KPIs). For example, the Spend Visibility feature provides KPI management capabilities to watch your performance goals in real time with customizable spending and savings trackers.

Amazon Business's dynamic pricing model simplifies the purchasing process while increasing cost savings considerations. In the Amazon Business store, third-party sellers sell products alongside Amazon Business and they can update their pricing instantly to remain competitive. Multiple offers for items with shipping costs and applicable taxes are displayed on offer listing pages, allowing buyers to make transparent price comparisons. Dynamic pricing enables buyers to take advantage of Amazon's wide selection of items and competitive pricing, reducing costs overall.

Account administrators have access to all previous orders via an Orders Report. Previous orders can be searched and filtered by date. A list of previous invoices and statements can also be accessed through Amazon Business Analytics, which allows you to run self-service reports with over 60 different data points. These reports are customizable, searchable, downloadable, and exportable to CSV format. Reports include:

- Product category
- Links to items purchased
- Credentialed status (if the supplier is a small or diverse business)
- Supplier city (to measure local spend)
- Shipping address

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9. Provide the number, size and location of your company's distribution facilities, warehouses and retail network, as applicable.

We operate hundreds of world-class facilities in cities and communities around the globe to efficiently get customers what they need. Our fulfillment network is made up of state-of-the art technology and a variety of building types and sizes to support processing orders:

- Sortable fulfillment centers. Around 800,000 square feet in size, sortable fulfillment centers can employ more than 1,500 full-time associates. In these buildings,



Amazon employees pick, pack, and ship customer orders such as books, toys, and housewares.

- Non-sortable fulfillment centers. Ranging in size from 600,000 to 1 million square feet, non-sortable fulfillment centers are used to pick, pack, and ship bulky or larger sized items.
- Sortation centers. At sortation centers, associates sort customer orders by final destination and consolidate them onto trucks for faster delivery. Amazon's sort center network is powering our ability to provide customers with everyday delivery, including Sunday delivery.
- Receive centers. Amazon receive centers take in large orders of inventory we expect to quickly sell and allocate it to fulfillment centers within the network.
- Specialty. Amazon's fulfillment network is also supported by additional types of buildings that handle specific categories of items or are pressed into service at peak times of the year.
- Delivery stations. In these buildings, customer orders are prepared for last-mile delivery to customers. Amazon delivery providers enable our fast, everyday shipping.

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**10. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, etc.) for each Participating Public Agency.**

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Amazon Business understands the importance of having a reliable reporting solutions with real-time analytics. Data must be accessible, accurate, and analysis-friendly to inform decision-making. With Amazon Business Analytics, you can view spend data in real time and create customized reports based on specific needs. This data provides insights into pricing and spending patterns, allowing you to visualize spend across categories, sellers, locations, groups, and fulfillment types.

Customized reports can be titled and saved as templates for future access. Reports can be filtered and reviewed at the account level, or independently at any group level as defined in the account structure. Reports can be downloaded into CSV format and scheduled for automatic tracking. You can start with one of the curated reports below and tailor it to fit your specific needs with over 60 customizable fields:

- Orders Report—A complete view of order history and order status with line item level detail and organization.
- Shipments Report—Captures shipping and delivery status and product and seller information for easy tracking on all orders.
- Reconciliation Report—Compare order and payment history to your records. Useful for customers reconciling their own p-cards.
- Returns Report—Gain visibility into the return process for all returns placed in your organization.



- **Refunds Report**—Track the product, payment, and status of your refunds across your organization's returns.
- **Savings Report**—Captures a holistic view of different types of savings received at item level detail on all orders.
- **Credentials Report**—View sustainability, seller, and compliance credentials at item level detail for all orders.

Data can be filtered and reported on by category, item type, customer groups, users, and more. With Business Prime, you can access our Spend Visibility feature to track and monitor spending with interactive charts, tables, and dashboards.

**11. Describe your company's ecommerce capabilities:**

- a. Include details about your company's ability to create punch out sites and accept orders electronically.**
- b. Provide detail on your company's ability to integrate with a Public Agency's ERP/purchasing system (Oracle, SAP, Jaggaer, etc.). Please include some details about the resources you have in place to support these integrations.**

a. With punchout integration, buyers access the selection and convenience available on Amazon Business while maintaining the compliance, management, and control provided by your existing system. Our team maintains a library of downloadable how-to guides and step by-step videos that explain how you can set up your punchout, processes, and policies across your Amazon Business account. Our Professional Services support organization is also available to work with customers to support implementation from startup through launch at no additional cost. Professional Services is a global team of experts providing consulting and implementation support to help customers get the most out of Amazon Business. Our specialists may work with you to build tailored and integrated solutions that enhance your organization's procurement strategies, tools, and processes.

Amazon Business punchout integration benefits include:

- Simplify the buying experience. A simplified purchasing experience. Provide buyers access to a wide selection of products and a familiar, user-friendly shopping experience. 300+ leading procure-to-pay (P2P) systems across the globe support punchout to Amazon Business.
- Drive compliance with eInvoice reconciliation. Direct purchases from Amazon Business through your purchasing system to help comply with your organization's buying policies and to manage end-to-end reconciliation electronically using eInvoice. This increases transparency, helps reduce compliance risk with internal purchasing policies, and allows you to have control over purchasing.
- Increase visibility into your spend. Gain insights into your Amazon Business spend within your purchasing system. Empower your organization to make budgeting decisions and find opportunities to save costs.



b. Amazon Business provides a user-friendly online buying experience to make finding and purchasing supplies easy. Our service integrates with 300+ leading e-procurement software systems for punchout ordering and supports EDI and cXML punchout protocols with invoices transmitted via PDF, EDI, or cXML. Features include the ability to onboard buyers and set individual spending limits at applicable thresholds as well as create approval workflows and set up batch approvals, which eliminates the need to approve orders individually. Approvers can also delegate approvals to others (e.g., when they are out of office), and end users can add comments (e.g., to indicate the project for which items are purchased).

## D. Sales and Marketing

1. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as Supplier's preferred go-to market strategy for Public Agencies to Supplier's teams nationwide, including, but not limited to:

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

If awarded, Amazon Business will collaborate with participating agencies to ensure buyers and member agencies are aware of the awarded contract, activation process, and contract benefits. Dedicated staff will be ready to support buyers through account launch, questions, and overall activation. In-person and webinar trainings are available for account administrators and end users.

Our Professional Services team is available to work with participating agencies at no additional cost to provide customized training experience for all users. Our team works to build a training program to reach maximum participation and can offer a combination of in person, online, and prerecorded options. Our team can also assist with customizing user guides for all end users.

Webinar and video trainings are also available for both account administrators and end users for the following topics:

- Direct access registration
- Shareable link registration
- Buying policies and approvals, including configuration of Guided Buying, spend limits, and reviewing requests
- Members overview, including user roles and permissions, groups, and adding and removing users
- Single Sign-On (SSO)



- e-procurement
- Budget management, including step-by-step instructions and configuration
- Bulk ordering

Please visit the following link to access our training materials:

<https://business.amazon.com/en/discover-more/events/training-videos>.

2. Provide a detailed 90-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, including, but not limited to:

- a. Creation and distribution of a co-branded press release to trade publications.
- b. Announcement, Master Agreement details and contact information published on the Provider's website within the first 90 days.
- c. Commitment to attendance and participation with GOVMVMT at national (i.e. NIGP Annual Forum, etc.), regional (i.e. Regional NIGP Chapter meetings, Regional Summits, etc.) and provider-specific trade shows, conferences and meetings throughout the term of the Master Agreement.
- d. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by GOVMVMT for partner providers. Booth space will be purchased and staffed by Supplier.
- e. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.
- f. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- g. Dedicated GOVMVMT internet web-based homepage on Supplier's website with:
  - GOVMVMT Partners standard logo;
  - Copy of original Request for Proposal, including all addenda;
  - Copy of Master Agreement all amendments between Lead Public Agency and Supplier;
  - Marketing Materials;
  - Electronic link to GOVMVMT website including the online registration page;
  - A dedicated toll-free number and email address for GOVMVMT.

If awarded, Amazon Business is committed to a comprehensive 90-day go-to-market plan to launch and promote our partnership under the contract. This plan encompasses a range of marketing and promotional activities designed to maximize visibility and adoption of the Master Agreement among potential public agency customers.



Amazon Business can provide customers with marketing collateral to market and promote the contract. Amazon Business will collaborate with participating agencies to ensure buyers and member agencies are aware of the awarded contract, activation process, and contract benefits. Amazon Business will market the contract in accordance with our corporate business practices.

In the early stages of the partnership, Amazon Business will focus on providing co-branding materials and guidelines to support participating agencies with their co-branded press release. Simultaneously, the Amazon Business industry pages for Education and Government will be updated to include GOVMVMT highlighted among the other cooperative agreements listed. This update can also include a button to contact Amazon Business sales directly as well as a link to the GOVMVMT registration page.

Amazon Business is open to reviewing conference opportunities based on availability, travel restrictions, audience, and topics. Throughout the launch period, Account Executives assigned to the contract can facilitate collateral pieces, presentations, and case studies showcasing the value of the partnership to potential customers. Case studies will be contingent on participant agreement due to their public nature. We are committed to maintaining regular communication to ensure alignment on marketing efforts. We will continuously refine our approach based on customer feedback and performance data to support long-term success.

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**3. Describe how Provider will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through GOVMVMT. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.**

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Customers are free to choose from AB's selection of public-sector cooperative contracts. If awarded, GOVMVMT would be one of these choices. Please reference our industry webpages for a list of publicly available cooperative contract information. If awarded, GOVMVMT will be listed among the cooperative agreements on the page.

- <https://business.amazon.com/en/industries/education>
- <https://business.amazon.com/en/industries/government>

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**4. Acknowledge Supplier agrees to provide its logo(s) to GOVMVMT and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of GOVMVMT logo will require permission for reproduction as well.**

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If awarded, Amazon Business can provide customers with marketing collateral to market and promote the contract. Amazon Business will collaborate with GOVMVMT to market the contract in accordance with our corporate business and marketing co-branding practices.



Any new co-branded marketing materials or changes to existing co-branded marketing materials, either electronic or print, must be mutually agreed upon and approved by both GOVMVMT and Amazon.

**Use of Amazon Marks and GOVMVMT Marks.** Amazon may specify and make available to GOVMVMT trade names, trademarks, service marks, logos, or other commercial symbols of

Amazon or any of its affiliates (collectively, "Amazon Marks") in connection with the Agreement, and in so doing, Amazon grants GOVMVMT a nonexclusive, worldwide, royalty free, revocable license to use such Amazon Marks solely for the purpose of promoting the Agreement. GOVMVMT will not use any Amazon marks except as authorized by Amazon. Before using Amazon's name or Amazon Marks on any materials, you must send such materials to Amazon for Amazon's prior written approval. When using any Amazon Marks, you must follow the Amazon Business Trademark Usage Guidelines available online at

<https://www.amazon.com/gp/help/customer/display.html?nodeId=201747050> (as may be updated from time-to-time). Amazon reserves all rights to the Amazon Marks, its copyrights, patents, and other intellectual property rights and, except as expressly described herein, no rights to Amazon Marks or Amazon's copyrights, patent, or other intellectual property rights are transferred or licensed pursuant to this Agreement. GOVMVMT grant us a non-exclusive, irrevocable, worldwide, fully paid-up, royalty-free, and perpetual license to use, reproduce, adapt, create derivative works, translate, distribute, transmit, perform, and display your name and logo, and other trademarks (collectively, "Customer Marks") on any site or app that we or our Affiliates own or operate, via social media accounts that we or our Affiliates control or operate, and in digital advertising, marketing, and promotions related to the Agreement.

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5. Confirm Supplier will be proactive in direct sales of Supplier's Products and Services to Public Agencies nationwide and the timely follow up to leads established by GOVMVMT. All sales materials are to use the GOVMVMT logo. At a minimum, the Supplier's sales initiatives should communicate:

- a. Master Agreement was competitively solicited and publicly awarded by a Lead Public Agency
- b. Pricing Equal to or better than Supplier's Best available government pricing
- c. No cost to participate
- d. Non-exclusive

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Amazon Business's dynamic pricing model simplifies the purchasing process while increasing cost savings considerations. In the Amazon Business store, third-party sellers sell products alongside Amazon Business and they can update their pricing instantly to remain competitive. Multiple offers for items with shipping costs and applicable taxes are displayed on offer listing pages, allowing buyers to make transparent price comparisons. Dynamic pricing enables buyers to take advantage of Amazon's wide selection of items and competitive pricing, reducing costs overall.

If awarded, Amazon Business can provide customers with marketing collateral to market and promote the contract. Amazon Business will collaborate with you to ensure buyers and member agencies are aware of the awarded contract, activation process, and contract benefits. Amazon Business will market the contract in accordance with our corporate business practices.

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**6. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:**

- a. Key features of Master Agreement**
- b. Working knowledge of the solicitation process**
- c. Awareness of the range of Public Agencies that can utilize the Master Agreement through GOVMVMT**
- d. Knowledge of benefits of the use of cooperative contracts**

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Our staff are experienced in the industry and have the insights to serve your needs effectively and efficiently. Amazon Business will provide a dedicated Account Executive to manage efforts under this contract and assist participating agencies with account setup, implementation, and administration. Your point of contact, , will answer questions, address concerns, troubleshoot issues, and ensure contract compliance and submission of on-time reports.

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**7. Provide the name, title, email and phone number for the person(s) who will be responsible for:**

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**a. Executive Support**

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**b. Sales**

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c. Sales Support

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d. Marketing

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e. Financial Reporting

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f. Accounts Payable

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g. Contracts

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8. **Describe how Supplier's national sales force is structured, including contact information for the highest level executive responsible for the sales team.**

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Amazon Business has dedicated full-time Account Executives to support customers by region and subvertical (K-12, Higher Education, Local Gov, State Gov, etc.). You will be provided with a dedicated Senior Account Executive to manage efforts under this contract and to assist with account set up, implementation, and administration. Your point of contact will



be

9. Explain how your company's sales team will work with the GOVMVMT team to implement, grow and service the national program.

Our staff are experienced in the industry and have the necessary insights to serve your needs effectively and efficiently. Our Account Executives have a direct line of communication to Amazon Business leadership to direct resources and answer inquiries as needed. Participating agencies can also report issues to Customer Service 24 hours a day, 7 days a week. Visit the Amazon Customer Service site to find answers to common questions, use online chat, or call our Customer Service phone number at (866) 486-2360 for 24/7 support.

Your primary point of contact will be

Our Professional Services team can also partner with participating agencies to support punchout implementation from set-up through launch. Professional Services provides consulting and implementation support to help customers get the most out of Amazon Business. Our team will work with you to build tailored and integrated solutions that enhance your organization's procurement strategies, tools, and processes. Professional Services will work alongside each member to provide a customized training experience for all users. Our team works to build a training program to reach maximum participation.

10. Explain how your company will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Amazon Business has dedicated staff and resources to assist participating agencies with implementation. Timelines vary based on size, complexity, and pre-established features (e.g., Business Prime) but typically range from one to six weeks. For existing system integrations, we expect no greater than a 30-day implementation period centered on user experience, account restructuring (if needed), and creation of change management tools to ensure a smooth and successful launch.

Additionally, administrators can convert an existing Amazon account or set up a new Amazon Business account for their organization through this link:  
<https://www.amazon.com/business/register/org/landing>.

Once a centralized account is established, customers can quickly set up punchout integration by utilizing our self-service guide. If you encounter any issues, a dedicated Amazon Business Account Executive can be engaged to provide integration support and testing.

If awarded, Amazon Business can provide customers with marketing collateral to market and promote the contract. Amazon Business will collaborate with participating agencies to ensure buyers and member agencies are aware of the awarded contract, activation process, and contract benefits. Amazon Business will market the contract in accordance with our corporate business practices.

**11.** While it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement. Describe your company's strategies under these options when responding to a solicitation.

- a. Respond with Master Agreement pricing (Contract Sales reported to GOVMVMT).
- b. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the Contract, the sales are reported as contract sales to GOVMVMT under the Master Agreement.
- c. Respond with pricing higher than Master Agreement online in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract sales are not reported to GOVMVMT).
- d. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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This section is not applicable due to the dynamic pricing of the Amazon Business online marketplace and the requirements of the RCO. Amazon Business maintains a portfolio of contracts which help our Public Sector customers meet their compliance needs. We take a contract agnostic approach and will present this contract to eligible customers when deemed appropriate by Amazon and based on the requirements of the solicitation and in the best interest of the customer.

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**12.** Describe your company's sales goals for this Contract if awarded the Master Agreement, including targeted dollar volume by year:

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We are unable to share this information as it is considered confidential.

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#### **E. Additional Information**

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**1.** Please use this opportunity to describe any other offerings your organization can provide that you feel will provide additional value and benefit to a Participating Public Agency.

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Using Amazon Business as your strategic supplier can reduce costs through several means, including access to other services at no additional cost (e.g., customer service,



Professional Services, advanced analytics and reporting tools, a mobile app for on-the-go use, etc.). In the

Amazon Business online store, third-party selling partners sell products alongside Amazon Business and they can update their pricing instantly to remain competitive. Multiple offers for items with shipping costs and applicable taxes are displayed on offer listing pages, allowing buyers to make transparent price comparisons. Dynamic pricing enables buyers to take advantage of Amazon's wide selection of items and competitive pricing, reducing costs overall.

In addition to our dynamically priced online store, Amazon Business customers have access to millions of business-only items and pricing, discounts, and other benefits tailored to an organization's needs that can reduce your total procurement costs, including:

- Amazon Business Request for Quote gives you the ability to request a discounted price on single-SKU purchases greater than \$10K or 999 units—helping to support spot buys and buying in bulk for your organization, with typical savings of 10%.
- Amazon Business is your one-stop shop for instant volume savings with bulk purchasing discounts. Shop office supplies, breakroom products, janitorial supplies, and more from trusted brands. Whether you need two or 2,000 items, Amazon Business has your bulk supplies needs covered.
- With the Amazon Business American Express Card, choose 5% back or 90-day terms on U.S. purchases at Amazon Business, AWS, Amazon.com, and Whole Foods Market with an eligible Prime membership. If you choose to earn rewards, you'll earn 5% back on the first \$120,000 in purchases each calendar year, and 1% back thereafter.
- Pay by Invoice. Buy now and pay later at Amazon Business with no upfront interest or fees. With 30-day payment terms and on-demand itemized digital invoices, Pay by Invoice gives your business more flexibility and control.
- Free shipping for eligible items. Any item with "Free Shipping" on the product detail page that is fulfilled and shipped by Amazon is eligible and contributes to your free shipping order minimum. Customers that choose to purchase Business Prime receive unlimited free two-day shipping on eligible items, with no minimum spend.

## Free and easy returns

Amazon offers free returns on most items delivered to an address within the 50 U.S. states. Look for whether the item is eligible for "Free Returns" next to the price to confirm that the item qualifies before ordering. Buyers can exchange or replace an item through Amazon's Online Returns Center if the exchange or replacement meets certain criteria. Most new and unopened items sold and fulfilled by Amazon can be returned within 30 days of delivery for a full refund. Users can track the status of their refund and return on the Your Orders page.



**SCHEDULE B**

**PAYMENT SCHEDULE**

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Sch. B 1 of 1

## SCHEDULE C

2025-15928-01

INSURANCE REQUIREMENTS

I. **GENERAL.** The Vendor shall, at its own cost and expense, procure and maintain insurance to cover its work, Services, employees, owners, servants, and agents under the terms of Article 8 of the Agreement and as stated in this Schedule C.

II. **VENDOR'S MANDATORY POLICIES AND MINIMUM COVERAGE LIMITS (only the policies checked off below):**

- Commercial General Liability Insurance not less than \$1,000,000 (One Million) for each occurrence, \$1,000,000 (One Million) for Personal and Advertising Injury, and a general aggregate not less than \$2,000,000 (Two Million) per project
- Automobile Liability Insurance not less than \$1,000,000 (One Million) Combined Single Limit for each accident
- Excess or Umbrella Liability Insurance not less than \$1,000,000 (One Million) for each occurrence
- Excess or Umbrella Liability Insurance not less than \$5,000,000 (Five Million) for each occurrence
- Excess or Umbrella Liability Insurance not less than \$10,000,000 (Ten Million) for each occurrence
- Sexual Abuse and Molestation Liability not less than \$1,000,000 (One Million) for each occurrence
- Workers' Compensation and Employer's Liability Insurance per the statutory requirements of the New York State Workers' Compensation Law
- Disability Insurance per the statutory requirements of the New York State Disability Law
- Professional Liability Insurance, or Errors and Omissions Liability Insurance, or Malpractice, as applicable, not less than \$1,000,000 (One Million) for each claim, or if not included on the excess or umbrella liability coverage, the limits shall equal \$1,000,000 (One Million) plus the required excess limit
- Data Breach, Cyber Liability, or Computer Tech Errors and Omissions Insurance not less than \$2,000,000 (Two Million) per occurrence
- Product Liability Insurance
- All other insurance as required by law
- Waived by the County (if indicated on Attachment A)

III. **REQUIREMENTS FOR THE ABOVE REQUIRED POLICIES AND COVERAGE.**A. **Acceptable Insurance Carrier Ratings and Type of Coverage.**

1. Unless otherwise stated in the Agreement, all insurance required by the Agreement must be:
  - a) provided by companies that may lawfully issue such policies;
  - b) insurance must have an AM Best rating of at least A- / VII, a Standard & Poor's rating of at least A, a Moody's Investors Service rating of at least A3, a Fitch Ratings rating of at least A- or similar rating by another nationally recognized statistical rating organization acceptable to the County unless prior written approval is obtained from the County's Department of Insurance; and
  - c) be primary (and non-contributing) to any insurance or self-insurance maintained by the County.

B. **Workers' Compensation, Disability Benefits, and Employer's Liability Insurance.**

1. If checked off in section II of this Schedule C, the Vendor shall maintain workers' compensation insurance, employer's liability insurance, and disability benefits insurance, in accordance with the law



on behalf of, or regarding, all employees providing the Services.

2. Within ten (10) calendar days of the award of this Agreement or as otherwise specified by the County's Agency(ies) identified on the Face Page and as required by the New York State Workers' Compensation Law §§ 57 and 220(8), the Vendor shall submit proof of the Vendor's New York State workers' compensation insurance and disability benefits insurance (or proof of a legal exemption) to the County using one or more of the following applicable forms:
  - a) Form C-105.2, Certificate of NYS Workers' Compensation Insurance;
  - b) Form U-26.3, NY State Insurance Fund Certificate of Workers' Compensation Coverage;
  - c) Form SI-12, Certificate of NYS Workers' Compensation Self-Insurance Coverage;
  - d) SIG-105.2, Certificate of Participation in Workers' Compensation Group Board-approved Self-Insurance;
  - e) Form DB-120.1, Certificate of Insurance Coverage under the NYS Disability and Paid Family Leave Benefits Law;
  - f) Form DB-155, Certificate of Self-Insurance Coverage under the NYS Disability and Paid Family Leave Benefits Law;
  - g) Form CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage;
  - h) Other suitable forms approved by the New York State Workers' Compensation Board; or
  - i) Other proof of insurance in a form acceptable to the County.
- C. Commercial General Liability Insurance. The Vendor shall maintain commercial general liability insurance in the amounts specified in section II of this Schedule C covering the Services. Coverage must be at least as broad as the coverage provided by the most recently issued ISO Form CG 00 01 and "occurrence" based rather than "claims-made." The additional insured coverage must be at least as broad as the most recently issued ISO Form CG 20 10 or CG 20 26, and CG 20 37 if applicable.
- D. Commercial Automobile Liability Insurance. If checked off in section II of this Schedule C or vehicles are used in the provision of the Services, the Vendor shall maintain commercial automobile liability insurance for liability arising out of the ownership, maintenance, or use of any owned, non-owned, or hired vehicles used in connection with the Services. Coverage shall be at least as broad as the most recently issued ISO Form CA 00 01 and shall cover all vehicles owned, rented, or hired by the Vendor. If vehicles are used for transporting hazardous materials, the commercial automobile liability insurance shall be endorsed to provide broadened pollution liability coverage on ISO Form CA 99 48 with proof of MCS-90.
- E. Professional Liability Insurance. If checked off in Section II of this Schedule C, the Vendor shall maintain professional liability insurance or errors and omissions insurance appropriate to the Services. The policy or policies shall cover the liability assumed by the Vendor under this Agreement arising out of the negligent performance of professional services or caused by any error, omission, or negligent act of the Vendor or anyone employed by the Vendor.
  1. All of the Vendor's subcontractors providing professional services under this Agreement for which professional liability insurance or errors and omissions insurance is reasonably commercially available shall also maintain such insurance in the amount specified in section II of this Schedule C. At the time of the Vendor's request for subcontractor approval, the Vendor shall provide to the County evidence of such subcontractor's professional liability insurance or errors and omissions insurance on a form acceptable to the County.
  2. Claims-made policies are acceptable only for professional liability insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Vendor shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the preceding policy year.
- F. Crime Insurance. If checked off in section II of this Schedule C, the Vendor shall maintain crime insurance during the Term in the minimum amounts listed in section II of this Schedule C. Crime insurance shall include coverage, without limitation, for all acts of employee theft, including employee theft of client property, forgery,

and alteration, inside the premises (theft of money and securities), inside the premises (robbery or safe burglary of other property), outside the premises, computer fraud, funds transfer fraud, and money orders and counterfeit money. The crime insurance policy shall name the Vendor as named insured and list the County as loss payee as its interests may appear.

G. Cyber Liability Insurance. If checked off in section II of this Schedule C, the Vendor shall maintain cyber liability insurance covering losses arising from Services in the minimum amounts listed in section II of this Schedule C. The County shall approve the policy (including exclusions therein), coverage amounts, deductibles or self-insured retentions, premiums, and the types of losses covered, including notification costs, security monitoring costs, and losses resulting from identity theft and other injuries to third parties. If the additional insured status is commercially available under the Vendor's cyber liability insurance, the insurance shall cover the County, including its officials and employees, as additional insured.

H. Other Required Insurance. The Vendor shall provide all other types of insurance in the amounts specified in section II of this Schedule C.

I. Acceptable Proof for all Other Insurance.

1. A certificate of insurance and any endorsement by which the County, including its officials and employees, has been made an additional insured; or
2. A copy of the complete insurance policy, including declarations and endorsements, certified by an authorized representative of the issuing insurance carrier.

J. Proof of insurance, as required by subsection 8(D) of the Agreement, confirming renewals of insurance required by Schedule C must be submitted to the County before the current coverage's expiration date. The County's acceptance of a certificate of insurance or the insurance policy documents does not excuse the Vendor from maintaining such insurance policies consistent with all of the requirements of Article 8 of the Agreement or from any liability arising from the Vendor's failure to do so. The Vendor shall also ensure that its subcontractors maintain such policies.

1. The Vendor shall be solely responsible for paying all premiums for all required insurance policies and all deductibles to which such policies are subject, whether or not the County is an additional insured under the policy. In the event the Vendor fails to pay the premiums or deductibles on the insurance policies required by section II of this Schedule C, the County reserves the right to pay such premiums on behalf of the Vendor and offset the incurred cost against any other funds owed to the Vendor by the County.
2. There shall be no self-insurance program or self-insurance retention on any insurance policy required by section II of this Schedule C, except on the Vendor's umbrella policies, which may have a self-insurance retention of up to \$10,000.00 unless approved in writing by the County. The Vendor warrants and represents to the County that it has sufficient funds to satisfy the amount of the self-insured retention limit required on its umbrella policy as it applies to this Agreement. At the County's request, the Vendor shall provide proof or guarantee of financial responsibility as it deems necessary.

[END OF SCHEDULE C]



**SCHEDULE D**

**REQUIRED SUBAWARD IDENTIFICATION INFORMATION FOR FEDERAL PASS-THROUGH FUNDS (2 CFR § 200.331(a)(1))**

IF NOT INCLUDED ON THE FOLLOWING PAGE(S), IT WAS INTENTIONALLY OMITTED

SCHEDULE E  
LIQUIDATED DAMAGES

IF NOT INCLUDED ON THE FOLLOWING PAGE(S), IT WAS INTENTIONALLY OMITTED

ATTACHMENT A  
INSURANCE COVERAGE WAIVER

IF NOT INCLUDED ON THE FOLLOWING PAGE(S), IT WAS INTENTIONALLY OMITTED

**ATTACHMENT B**

**CONFIDENTIALITY / HIPAA PROVISIONS AND BUSINESS ASSOCIATE AGREEMENT**

(Applicable only if the Services involve medical records or protected health information)

**IF NOT INCLUDED ON THE FOLLOWING PAGE(S), IT WAS INTENTIONALLY OMITTED**

**ATTACHMENT C**

**OFFICE OF ADDICTION SERVICES AND SUPPORTS (OASAS)**  
**STATE AID FUNDING AUTHORIZATION FUNDING REQUIREMENTS**  
(Applicable only if the Agreement is funded through OASAS funding)

**IF NOT INCLUDED ON THE FOLLOWING PAGE(S), IT WAS INTENTIONALLY OMITTED**

**ATTACHMENT D**

**UNIFORM FEDERAL CONTRACT PROVISIONS RIDER FOR FEDERALLY FUNDED PROCUREMENT CONTRACTS**

IF NOT INCLUDED ON THE FOLLOWING PAGE(S), IT WAS INTENTIONALLY OMITTED



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**APPENDIX A**

**GENERAL TERMS AND CONDITIONS**  
**FOR**  
**DEPARTMENT OF GENERAL SERVICES**  
**PURCHASING DIVISION CONTRACTS**

**(Commodities and Non-Professional Services)**

**PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE**

Revised 4/30/2021

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**GENERAL TERMS & CONDITIONS (COMMODITIES AND NON-PROFESSIONAL SERVICES)****APPENDIX A****GENERAL**

- 1. APPLICABILITY** The terms and conditions set forth in this Appendix A are incorporated in all procurements and resulting procurement contracts let by the Department of General Services Purchasing Division as applicable, or let by any other Issuing Entity where incorporated by reference in its Bid Documents. Captions are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein. Notwithstanding anything herein to the contrary, the Agency sole remedy for any breach under this Appendix A is termination for Convenience in accordance with Section 65a herein.
- 2 GOVERNING LAW** This procurement, the resulting contract and any purchase orders issued hereunder shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise, and actions or proceedings arising from the contract shall be heard in a court of competent jurisdiction in the State of New York.
- 3. SERVICE OF PROCESS**  
In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the County's receipt of the return thereof by the United States Postal service as refused or undeliverable. Contractor must promptly notify the County, in writing, of each and every change of address to which service of process can be made. Service by the County to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.
- 4. ETHICS COMPLIANCE** Notwithstanding anything in this section to the contrary, in the event of any conflict between this section and the Amazon Code of Business Conduct and Ethics found at <https://ir.aboutamazon.com/corporate-governance/documents-and-charters/code-of-business-conduct-and-ethics/default.aspx> the Contractor and its employees shall comply with the Amazon Code of Business Conduct and Ethics. All Bidders/Contractors and their employees must comply with the requirements of Chapter 140 of the Laws of Rockland County, and other Rockland County codes, rules and regulations establishing ethical standards for the conduct of business with the County of Rockland. In signing the bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving the County of Rockland and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.
- 5. CONFLICT OF TERMS** Conflicts between procurement or contract documents shall be resolved in the following order of precedence:
  - a. Amazon Business Accounts Terms and Conditions found at <https://www.amazon.com/gp/help/customer/display.html?nodeId=G202119380>
  - b. Appendix A (Standard Clauses for Rockland County Contracts) as negotiated between County and Contractor
  - c. Contract/Clarification Documents  
Writing(s) setting forth the final agreements, clarifications, terms, statement of work and/or modifications between the Bid Documents and Contractor's Bid or Mini-bid.

- d. Bid Documents (Other than Appendix A)
  - i. Bid Specifications prepared by the Issuing Entity
  - ii. Appendix A (General Terms & Conditions) as negotiated between County and Contractor
- e. Contractor's Bid

6. **DEFINITIONS** Terms used in this Appendix A shall have the following meanings:

**AGENCY OR AGENCIES** The County of Rockland, acting by or through one or more departments, boards, commissions, offices or institutions of the County.

**COUNTY ATTORNEY** County Attorney of the County of Rockland.

**AUTHORIZED USER(S)** Agencies, or any other entity authorized by the laws of the State of New York to participate in County centralized contracts (including but not limited to political subdivisions, public authorities, public benefit corporations and certain other entities set forth in law), or the County of Rockland acting on behalf of one or more such Agencies or other entities, provided that each such Agency or other entity shall be held solely responsible for liabilities or payments due as a result of its participation.

**BID OR BID PROPOSAL** An offer or proposal submitted by a Bidder to furnish a described product or a solution or means of achieving a practical end, at a stated price for the stated contract term.

**BIDDER** Any individual or other legal entity, (including but not limited to partnership, firm or corporation), which submits a bid in response to a Bid Solicitation. The term Bidder shall also include "offeror." In the case of negotiated contracts, "Bidder" shall refer to the "Contractor."

**BID DOCUMENTS** Writings setting forth the scope, terms, conditions and technical specifications for the procurement of Product or Service. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotation (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions which are incorporated in the solicitation, (Standard Clauses for Rockland County Contracts), and Appendix A (General Terms & Conditions). Where these General Terms & Conditions are incorporated in negotiated contracts which have not been competitively bid, the term "Bid Documents" shall be deemed to refer to the terms and conditions set forth in the negotiated contract.

**BID SOLICITATION** The notice or advertisement of an intent to purchase a specified Product by or on behalf of Authorized User(s).

**BID SPECIFICATION** A written description drafted by the Issuing Entity setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a commodity or construction item, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work. Where these General Terms & Conditions are incorporated in negotiated contracts which have not been competitively bid, the term "Bid Specifications" shall be deemed to refer to the terms and conditions set forth in the negotiated contract.

**BEST VALUE:** "Best value" means the basis for awarding contracts for services to the offeror which optimizes quality, cost and efficiency, among responsive and responsible offerors. Such

**GENERAL TERMS & CONDITIONS (COMMODITIES AND NON-PROFESSIONAL SERVICES)****APPENDIX A**

basis shall reflect, wherever possible, objective and quantifiable analysis. Such basis may also identify a quantitative factor for offerors that are small businesses, certified minority- or women-owned business enterprises as defined in subdivisions one, seven, fifteen and twenty of section three hundred ten of the executive

law or service-disabled veteran-owned business enterprises as defined in subdivision one of section three hundred sixty-nine-h of the executive law to be used in evaluation of offers forwarding of contracts for services.

**REQUEST FOR COMPETITIVE OFFERS (RFCO)** - A type of Solicitation that is used for procurements for commodities, materials, supplies, equipment and service work, but excludes contracts necessary for the completion of a public works contract covered by article 8 of the Labor Law where factors in addition to cost are considered and weighted in awarding the contract and where the award will be made based on "best value," as defined by the General Municipal Law, to one or more responsive and responsible Bidders.

**COMMISSIONER** Director of Purchasing, or in the case of Bid Specifications issued by an Issuing Entity, the head of such Issuing Entity or their authorized representative.

**CONTRACT** The writing(s) which contain the agreement of the Commissioner and the Bidder/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law, and which most typically include the following classifications of public procurements

a. **Agency Specific Contracts** Contracts where the specifications for a Product or a particular scope of work are described and defined to meet the needs of one or more Authorized User(s).

b. **Centralized Contracts** Single or multiple award contracts where the specifications for a Product or general scope of work are described and defined by the Department of General Services - Purchasing Division to meet the needs of Authorized Users. Centralized Contracts may be awarded on a sole source, single source, emergency or competitive basis. Once established, procurements may be made from the selected Contractor(s) without further competition or mini-bid unless otherwise required by the Bid Specifications.

c. **Back-Drop Contracts** Multiple award centralized contracts where the Department of General Services - Purchasing Division defines the specifications for a Product or general scope of work to meet the needs of Authorized Users. Bids may be submitted either at a date and time certain or may be accepted on a continuous recruitment basis, as set forth in the Bid Specifications. Selection of a Contractor from among back-drop contract holders for an actual Product, project or particular scope of work may subsequently be made on a single or sole source basis, or on the basis of a mini-bid among qualified back-drop contract holders, or such other method as set forth in the Bid Document.

d. **Piggyback Contract** A contract let by any department, agency or instrumentality of the State of New York, a County government within the State of New York, or the United States government, which is adopted and extended for use in accordance with the requirements of the *General Municipal Law*.

**CONTRACT AWARD NOTIFICATION** An announcement to Authorized Users that a contract has been established.

**CONTRACTOR** Any successful Bidder(s) to whom a contract has been awarded by the Commissioner.

**COUNTY** County of Rockland

**EMERGENCY** An urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

**ERROR CORRECTIONS** Machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and or obligations of the Contractor.

**GROUP** A classification of Product (commodities, services or technology).

**INVITATION FOR BIDS (IFB)** A type of Bid Document which is most typically used where requirements can be stated and award will be made to the lowest responsive and responsible Bidder(s). RFB (Request for Bids) can be used interchangeably with IFB.

**ISSUING ENTITY** The Department of General Services - Purchasing Division or Authorized User who issues the Bid Documents for a procurement.

**LATE BID** For purposes of bid openings held and conducted by DGS - Purchasing Division, a bid not received in such place as may be designated in the Bid Specifications, at or before the date and time established in the Bid Specifications for the bid opening. For purposes of bid openings held and conducted by Issuing Entities other than DGS - Purchasing Division, the term late bid is defined as a bid not received in the location established in the Bid Specifications at or before the date and time specified for the bid opening.

**LETTER OF ACCEPTANCE** A letter to the successful Bidder(s) indicating acceptance of its bid in response to a solicitation. Unless otherwise specified, the issuance of a Letter of Acceptance forms a contract but is not an order for Product, and Contractor should not take any action with respect to actual contract deliveries except on the basis of Purchase Orders sent from Authorized User(s).

**LICENSED SOFTWARE** Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes error corrections, upgrades, enhancements or new releases, and any deliverables due under a maintenance or service contract (e.g. patches, fixes, PTFs, programs, code or data conversion, or custom programming).

**LICENSEE** One or more Authorized Users who acquire Product from Contractor by issuing a Purchase Order in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" shall be deemed to refer separately to the individual Authorized User(s) who took receipt of and who is executing the Product, and who shall be solely responsible for performance and liabilities incurred.

**LICENSOR** A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.

**MINI-BID PROJECT DEFINITION** A Bid Document containing project specific bid specifications developed by or for an Authorized User which solicits bids from Contractors previously qualified under a Back-Drop Contract.

**MULTIPLE AWARD** A determination and award of a contract in the discretion of the Commissioner to more than one responsive and responsible Bidder who meets the requirements of a specification, where the multiple award is made on the grounds set forth in the Bid Document in order to satisfy multiple factors and needs of Authorized Users (e.g., complexity of items, various manufacturers, differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with

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**GENERAL TERMS & CONDITIONS (COMMODITIES AND NON-PROFESSIONAL SERVICES)****APPENDIX A**

delivery requirements, geographic location or other pertinent factors).

**NEW PRODUCT RELEASES (Product Revisions)** Any commercially released revisions to the version of a Product as may be generally offered and available to Authorized Users. New releases involve a substantial revision of functionality from a previously released version of the Product.

**DGS-PURCHASING DIVISION** The County of Rockland's Department of General Services – Purchasing Division.

**PROCUREMENT RECORD** Documentation by the Issuing Entity of the decisions made and approach taken during the procurement process.

**PRODUCT** A deliverable under any Bid or Contract which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

**PROPRIETARY** Protected by secrecy, patent, copyright or trademark against commercial competition.

**PURCHASE ORDER** The Authorized User's fiscal form or format which is used when making a purchase.

**REQUEST FOR PROPOSALS (RFP)** A type of Bid Document which is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the method of award is "best value," as defined by the *County of Rockland Procurement Policy*.

**REQUEST FOR QUOTATION (RFQ)** A type of Bid Document which can be used when a formal bid opening is not required (e.g. discretionary, sole source, single source or emergency purchases).

**RESPONSIBLE BIDDER** A Bidder that is determined to have skill, judgment and integrity, and that is found to be competent, reliable, experienced and qualified financially, as determined by the Commissioner.

**RESPONSIVE BIDDER** A Bidder meeting the specifications or requirements prescribed in the Bid Document or solicitation, as determined by the Commissioner.

**SINGLE SOURCE** A procurement where two or more offerors can supply the required Product, and the Commissioner may award the contract to one Bidder over the other.

**SOLE SOURCE** A procurement where only one offeror is capable of supplying the required Product.

**STATE** State of New York

**SUBCONTRACTOR** Any individual or other legal entity, (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation), who has entered into a contract, express or implied, for the performance of a portion of a Contract with Contractor.

**TERMS OF LICENSE** The terms and conditions set forth in the Contract that are in effect and applicable to a Purchase Order at the time of order placement.

**VIRUS** Any computer code, whether or not written or conceived by Contractor, that disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software.

firmware, hardware, or computer system (such as local area or wide area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product Manufacturer.

## **7. COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable provisions of all laws in the County of Rockland, the State of New York and the United States of America which affect municipalities and municipal contracts that are incorporated into this Contract, and provide at its expense, any and all permits, licenses and registrations required for the fulfillment of this agreement, and more particularly the Labor Law, Immigration and Naturalization Laws and Regulation, General Municipal Law, Workers' Compensation Law, Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Laws, Rules and Regulation, and any and all regulations promulgated by the State of New York including any amendments and/or additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein. Failure to comply or to provide proof of compliance may constitute grounds for the Commissioner to cancel or suspend the Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner.

The bidder's special attention is called to those laws which are set forth in detail below:

### **A. NON-COLLUSIVE BIDDING CERTIFICATION**

The attention of the bidder is called to Section 103-d of the General Municipal Law of the State of New York, which reads as follows:

(1) Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold to be sold, shall contain the following true non-collusive bidding certification.

(a) By submission of this bid each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish

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with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulations, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the Corporation."

The form of non-collusion bidding certification included as part of this bid package must be executed by the bidder and submitted with the proposal.

The County of Rockland or the Director of Purchasing reserves the right to waive any informality or to reject any or all bids. The bid prices submitted shall be exclusive of Federal and State taxes and must not include any tax for which the bidder may claim exemption because of doing business with the County.

**B. LABOR LAW**

To the extent applicable to the services offered under the Contract, the Contractor shall conform to all applicable requirements of Article 8 and/or 9 of the Labor Law, including the following:

(1) A stipulation that no laborer, worker or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in the emergencies set forth in the Labor Law.

(2) A provision that each laborer, worker or mechanic, employed by the Contractor, Subcontractor or other person about or upon such public work, shall be paid not less than the prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as determined by the fiscal officer. Bidder agrees to comply with the schedule of wages applicable to the performance of the said contract and the statutory requirements and rules of the public and governmental authorities.

(3) Contractor agrees:

a) that in the hiring of employees for the performance of work under this contract, no Contractor or any person acting on behalf of such Contractor shall by reason of race, creed, color or national origin, or sex, discriminate against any citizen who is qualified and available to perform the work to which the employment relates.

b) that Contractor nor any person on contractor's behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, national origin or sex.

c) that there may be deducted from the amount payable to the Contractor by the State or Municipality under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

d) that this contract may be cancelled or terminated by the State or Municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions of this section of the contract, and

(4) The Contractor agrees that in the event employees will be hired for this project, it will make a good faith effort to employ persons residing in Rockland County for the particular job title required. Similar consideration will be given to Rockland County suppliers and subcontractors, as needed.

**C. LOCAL LAWS AND RESOLUTIONS:** The Contractor shall comply with all applicable local laws and resolutions of the Legislature of Rockland County incorporated into this Contract.

**D. SOCIAL SECURITY TAXES:**

To the extent applicable to the services offered under the Contract, the Contractor for the agreed consideration promises and agrees to pay the taxes measured by the wages of their employees required by the Federal Social Security Act and all amendments thereto, and to accept the exclusive liability for said taxes. The Contractor further promises and agrees to indemnify and hold the owner harmless on account of any tax measured by the wages aforesaid of employees of the contractor assessed against the owner under authority of said law.

**E. DISCRIMINATION IN EMPLOYMENT**

To the extent applicable to the Contract, the contractor will abide by the pertinent provisions of Sections 291-299 of the Executive Law and of the Civil Rights Law of the State of New York relating to unlawful discriminatory practices insofar as they may apply to this Agreement.

**F. AFFIDAVIT OF DISCLOSURE**

Local Law No. 10 of 1974 requires disclosure of political contributions by persons doing business with the County of Rockland. Section 3 of the Local Law states that:

"All corporations, partnerships or individuals prior to submitting a bid to the County of Rockland in excess of ten thousand dollars shall file an affidavit of disclosure with the clerk to the legislature containing a list of contributions made by the firm or any director, officer, or majority shareholder or the individual, directly or indirectly to any person or organization for any political party or for any individual running for public office or for a committee for an individual running for public office, or for any public officer in Rockland County for a period of three years prior to the date thereof. Such affidavit of disclosure shall be filed annually by December 31st until the contract is completed."

Bidder shall submit the original Affidavit of Disclosure, completed and notarized, included in this bid package with his bid.

**G. AFFIRMATIVE ACTION PLAN**

"The bidder agrees to comply with Resolution 471 of 1975 and will submit with its bid an Equal Employment Opportunity policy as required by the Statement of Required Disclosures, if its business, 1) employs a minimum of 15 employees.

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and 2) does a minimum of \$50,000 per annum business with Rockland County. The bidder further understands and agrees that if an EEO Policy is required, but not attached to the bid documents, the bid will not be awarded."

## **II. BUSINESS CORPORATION LAW**

The contractor certifies that it: (i) is a domestic corporation/business entity that has complied with the applicable provisions of the laws of New York State and is authorized to transact business in NY State; (ii) is a foreign corporation/business entity that has complied with the applicable provisions of the laws of NY State and is authorized to do business in NY State pursuant to NY Business Corporation Law section 1304; or (iii) is a foreign corporation/business entity that has complied with the applicable provisions of the laws of the State in which it was incorporated and that it is authorized to transact business in that State.

Upon request, the contractor shall submit to the DGS-Purchasing Division a Certificate under Seal (also known as a Certificate of Good Standing or Certificate of Existence).

## **8. FREEDOM OF INFORMATION LAW**

During the evaluation process, the content of each Bid will be held in confidence and details of any Bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises.

This exception would be effective both during and after the evaluation process. If the Bid contains any such trade secret or other confidential or proprietary information, it must be accompanied in the Bid with a written request to the Commissioner to not disclose such information. Such request must state with particularity the reasons why the information should not be available for disclosure and must be provided at the time of submission of the Bid. Notations in the header, footer or watermark of the Bid Document will not be considered sufficient to constitute a request for non-disclosure of trade secret or other confidential or proprietary information. Where a Freedom of Information request is made for trademark or other confidential or proprietary information, the Commissioner reserves the right to determine upon written notice to the Bidder whether such information qualifies for the exemption for disclosure under the law. Notwithstanding the above, where a Bid tabulation is prepared and Bids publicly opened, such Bid tabulation shall be available upon request. Notwithstanding anything in this Section 8 to the contrary, in the event the County receives a FOIA request seeking disclosure of Contractor's Confidential Information, County shall provide Contractor a copy of the FOIA request and provide Contractor an opportunity review the request and seek relief, as applicable and allowable under applicable FOIA Law.

## **9. APPROVAL OF FEDERAL, STATE AND LOCAL AGENCY:**

The payment method for all goods and products purchased under the Contract shall be subject to Section 3 of the Amazon Business Accounts Terms and Conditions.

## **BID SUBMISSION**

**10. INTERNATIONAL BIDDING** All offers (tenders), and all information and Product required by the solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (\$ US). Any offers (tenders) submitted which do not meet the above criteria

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**10. BID OPENING** Bids may, as applicable, be opened publicly. The Commissioner reserves the right at any time to postpone or cancel a scheduled bid opening.

**11. BID SUBMISSION** All bids are to be packaged, sealed and submitted to the location stated in the Bid Specifications. Bidders are solely responsible for timely delivery of their bids to the location set forth in the Bid Specifications prior to the stated bid opening date/time.

A bid return envelope, if provided with the Bid Specifications, should be used with the bid sealed inside. If the bid response does not fit into the envelope, the bid envelope should be taped onto the outside of the sealed box or package with the bid inside. If using a commercial delivery company which requires use of their shipping package or envelope, Bidder's sealed bid, labeled as detailed below, should be placed within the shipper's sealed envelope to ensure that the bid is not prematurely opened.

All bids must have a label on the outside of the package or shipping container outlining the following information:

"BID ENCLOSED (bold print, all capitals)  
 IFB or RFP Number  
 Bid Submission date and time"

In the event that a Bidder fails to provide such information on the return bid envelope or shipping material, the receiving entity reserves the right to open the shipping package or envelope to determine the proper bid number or Product group, and the date and time of bid opening. Bidder shall have no claim against the receiving entity arising from such opening and such opening shall not affect the validity of the bid or the procurement.

Notwithstanding the receiving agency's right to open a bid to ascertain the foregoing information, Bidder assumes all risk of late delivery associated with the bid not being identified, packaged or labeled in accordance with the foregoing requirements.

All proposals shall be made upon forms furnished by the Director of Purchasing of the County of Rockland and shall be contained in sealed envelopes addressed to PAUL J. BRENNAN, CPPO, Director of Purchasing, County of Rockland, DGS - Purchasing, Bldg. A, 2nd Floor, 50 Sanatorium Road, Pomona, NY 10970.

Form of proposal as issued by the county shall be completely filled in, in ink or typing.

**12. FACSIMILE SUBMISSIONS** Unless specifically authorized by the terms of the Bid Specifications, facsimile bids may be NOT BE SUBMITTED.

If authorized by the terms of the bid specifications, facsimile bids may be SUBMITTED AT THE SOLE OPTION AND RISK OF THE BIDDER.



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Only the FAX number(s) indicated in the Bid Specifications may be used. Access to the facsimile machine(s) is on a "first come, first serve" basis, and the Commissioner bears no liability or responsibility and makes no guarantee whatsoever with respect to the Bidder's access to such equipment at any specific time. Bidders are solely responsible for submission and receipt of the entire facsimile bid by the Issuing Entity prior to bid opening and must include on the first page of the transmission the total number of pages transmitted in the facsimile, including the cover page. Incomplete, ambiguous or unreadable transmissions in whole or in part may be rejected at the sole discretion of the Commissioner. Facsimile bids are fully governed by all conditions outlined in the Bid Documents and must be submitted on forms or in the format required in the Bid Specifications, including the executed signature page and acknowledgment.

**13. AUTHENTICATION OF FACSIMILE BIDS** The act of submitting a bid by facsimile transmission, including an executed signature page, shall be deemed a confirming act by Bidder which authenticates the signing of the bid.

**14. LATE BIDS** Any bid received at the specified location after the time specified will be considered a late bid. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the Issuing Entity, shall not excuse late bid submissions.

**15. BID CONTENTS** Bids must be complete and legible. All bids must be signed. All information required by the Bid Specifications must be supplied by the Bidder on the forms or in the format specified. No alteration, erasure or addition is to be made to the Bid Documents. Changes may be ignored by the Commissioner or may be grounds for rejection of the bid. Changes, corrections and/or use of white-out in the bid or Bidder's response portion of the Bid Document must be initialed by an authorized representative of the Bidder. Bidders are cautioned to verify their bids before submission, as amendments to bids or requests for withdrawal of bids received by the Commissioner after the time specified for the bid opening, may not be considered.

**16. BID AMENDMENTS**

Any verbal information obtained from or statements made by the Representative of the County of Rockland or his designee at the time of examination of the documents or site shall not be construed as, in any way, amending Contract documents. Only such corrections or addenda as are issued by the Director of Purchasing in writing to all Contractors shall become a part of the Contract. Any addendum issued during the time of bidding shall be included in bids and become a part of the Contract Agreement.

**17. CONFIDENTIAL / TRADE SECRET MATERIALS**

Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the *Freedom of Information Law* must request the exemption in writing, setting forth the reasons for the claimed exemption, at the time of submission. Acceptance of the claimed materials does

not constitute a determination on the exemption request; rather determination will be made in accordance with statutory procedures.

**18. PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS** *If any portion of work being bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:*

**a. "Public Works" and "Building Services" - Definitions**

i. **Public Works** *Labor Law Article 8 applies to contracts for public improvement in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts). The State, a public benefit corporation, a municipal corporation (including a school district), or a commission appointed by law must be a party to the contract. The wage and hours provision applies to any work performed by Contractor or subcontractors.*

ii. **Building Services** *Labor Law Article 9 applies to contracts for building service work over \$1,500 with a public agency, which 1) involve the care or maintenance of an existing building, or 2) involve the transportation of office furniture or equipment to or from such building, or 3) involve the transportation and delivery of fossil fuel to such building, and 4) the principal purpose of which is to furnish services through use of building service employees.*

b. **Prevailing Wage Rate Applicable to Bid Submissions** A copy of the applicable prevailing wage rates to be paid or provided are attached to the solicitation. Bidders must submit bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Where the Bid Documents require the Bidder to enumerate hourly wage rates in the bid, Bidders may not submit bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. **Bids which fail to comply with this requirement will be disqualified.**

c. **Wage Rate Payments / Changes During Contract Term** The wages to be paid under any resulting contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the contract term that apply to the classes of individuals supplied by the Contractor on any projects which result from this contract which are subject to the provisions of the *Labor Law*. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.

d. **Public Posting & Certified Payroll Records** In compliance with Article 8, Section 220 of the *Labor Law*, as amended by Chapter 565 of the Laws of 1997:

i. **Posting** The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. **Payroll Records** Contractors and sub-contractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. **Submission of Certified Payroll Transcripts for Public**

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**Works Contracts Only** Contractors and sub-contractors on public works projects must submit monthly payroll transcripts to the issuing entity which has prepared or directs the preparation of the plans and specifications for a public works project, as set forth in the Bid Specifications. For mini-bid solicitations, the payroll records must be submitted to the entity preparing the agency mini-bid project specification. For "agency specific" bids, the payroll records should be submitted to the entity issuing the purchase order. For all other Department of General Services - Purchasing Division centralized contracts, such records should be submitted to the individual agency that the purchase order(s) has been issued for. Upon mutual agreement of the Contractor and the issuing entity, the form of submission may be submitted in a specified disk format acceptable to the Department of Labor provided: 1) the Contractor sub-contractor retains the original records; and, 2) an original signed letter by a duly authorized individual of the Contractor or sub-contractor attesting to the truth and accuracy of the records accompanies the disk. This provision does not apply to building services contracts.

b. **Records Retention** Contractors and subcontractors must preserve such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

c. **Day's Labor - Defined for Article 8, Public Works (For Purposes of Article 8 of the Labor Law)** No laborer, worker or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do all or part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the NYS Commissioner of Labor for the preservation of the contract site or for the protection of the life and limb of the persons using the contract site.

**19. TAXES**

Amazon acknowledges that County is exempt from certain taxes. Amazon currently provides the Amazon Tax Exempt Program (ATEP), subject to change, allowing customers to register their tax exempt status with Amazon. Subject to this, each party will be responsible, as required under applicable law,

for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party, upon or with respect to the transactions and payments under this agreement. All fees payable by County are exclusive of applicable taxes and duties, including, without limitation, VAT, excise taxes, sales and transaction taxes, and gross receipts taxes ("Indirect Taxes"). County will provide such information to Amazon as reasonably required to determine whether Amazon is obligated to collect Indirect Taxes from County. Amazon shall not collect, and County shall not pay, any such Indirect Tax or duty for which County furnishes Amazon a properly completed exemption certificate or a direct payment permit certificate or for which Amazon may claim an available exemption from Indirect Tax. All payments made by County to Amazon under this agreement will be made free and clear of any withholding or deduction for taxes. If any such taxes (for example,

international withholding taxes) are required to be withheld on any payment, County will pay such additional amounts as are necessary so that the net amount received by Amazon is equal to the amount then due and payable under this Agreement. Amazon will provide County with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor.

20. **EXPENSES PRIOR TO CONTRACT EXECUTION** The Issuing Entity is not liable for any costs incurred by a Bidder in the preparation and production of a bid or for any work performed prior to contract execution.

21. **ADVERTISING BID RESULTS** A Bidder in submitting a bid agrees not to use the results therefrom as a part of any commercial advertising without the prior written approval of the Commissioner.

**22. PRODUCT REFERENCES**

a. **"Or Equal"** In all Bid Specifications the words "or equal" are understood to apply where a copyright brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Commissioner's decision as to acceptance of the Product as equal shall be final.

b. **Discrepancies in References** In the event of a discrepancy between the model numbers referenced in the Bid Specifications and the written description of the Products therein, if the discrepancy cannot be reconciled, then the written description shall prevail.

**23. RECYCLED OR RECOVERED MATERIALS** Upon the

conditions specified in the Bid Specifications and in accordance with the laws of the State of New York. Contractors are encouraged to use recycled or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Bid Specifications. Where such use is not practical, suitable, or permitted by

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the Bid Specifications, Contractor shall deliver new materials in accordance with the "Warranties" set forth below;

Refurbished or remanufactured components or items may only be accepted at the discretion of the Commissioner, or upon the conditions set forth in the Bid Specifications.

Items with recycled, recovered, refurbished or remanufactured content must be identified as such.

**24. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS** Bids offering Products which are manufactured or produced in public institutions will be rejected.

**25. SITE INSPECTION** Where a site inspection is required by the Bid Specifications or Project Definition, Bidder shall be required to inspect the site, including environmental or other conditions or pre-existing deficiencies in the installed product, equipment or environment, which may affect Bidder's ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions which such inspection or inquiry might have disclosed. Bidder must provide with its bid a detailed explanation if additional work is required under this clause in order to properly complete the delivery and installation of the required Product.

**26. PROCUREMENT CARD** The County of Rockland has entered into agreements for purchasing and travel card services. The Purchasing Card enables Authorized Users to make authorized purchases directly from a Contractor without processing the Purchase Orders or Purchase Authorizations currently required. Purchasing Cards are issued to selected employees authorized to purchase for the Authorized User and having direct contact with Contractors. Cardholders can make purchases directly from any Contractor that accepts the Purchasing Card.

The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased Products have been shipped

Return and replacement for all goods and products purchased under the Contract shall be subject to Section 3 of the Amazon Business Accounts Terms and Conditions.

#### **BID EVALUATION**

**27. BID EVALUATION** The Commissioner reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Commissioner determines the best interests of the County will be served.

**28. CONDITIONAL BID** Unless the Bid Specifications provides otherwise, a conditional bid will not be deemed responsive.

**29. CLARIFICATIONS / REVISIONS** Prior to award, the Commissioner reserves the right to seek clarifications, or to request any information deemed necessary for proper evaluation of bids from all Bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

**30. PROMPT PAYMENT DISCOUNTS** While prompt payment discounts will not be considered in determining the low bid, the Commissioner may consider any prompt payment discount in resolving bids which are otherwise tied. However, any notation indicating that the price is net, (e.g., net 30 days), shall be understood to mean only that no prompt payment discount is offered by the Bidder. The imposition of service, interest, or other charges, which are applicable in any case, may render the bid non-responsive and may be cause for its rejection.

**31. EQUIVALENT OR IDENTICAL BIDS** In the event two offers are found to be substantially equivalent, price shall be the basis for determining the award recipient. If two or more Bidders submit substantially equivalent bids as to pricing or other factors, the decision of the Commissioner to award a contract to one or more of such Bidders shall be final.

**32. PERFORMANCE QUALIFICATIONS** Delivery of all goods and products purchased under the Contract shall be subject to Section 3 of the Amazon Business Accounts Terms and Conditions. Contractor shall at all times during the contract term remain responsible and responsive. A Bidder/Contractor must be prepared, if requested by the Commissioner, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production, distribution and servicing of the Product bid. If the Commissioner determines that the conditions and terms of the Contract are not complied with, or that items or Product proposed to be furnished do not meet the specified requirements, or that the qualifications, financial standing or facilities do not meet the requirements of the contract, or that performance does not meet the requirements of the contract, the Commissioner sole remedy is to terminate the contract. Nothing in the foregoing shall mean or imply that it is obligatory upon the Commissioner to make an investigation either before or after award of a contract, but should such investigation be made, it in no way relieves the Bidder/Contractor from fulfilling all requirements and conditions of the contract.

Bidder shall submit with the proposal a Certificate of Experience for the past

three (3) years.

Certificate of Experience and Certificate of Equipment are included in these documents, if applicable.

**33. DISQUALIFICATION FOR PAST PERFORMANCE** Bidder may be disqualified from receiving awards if Bidder, or anyone in Bidder's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.

**34. QUANTITY CHANGES PRIOR TO AWARD** The Commissioner reserves the right, at any time prior to the award of a specific quantity contract, to alter in good faith the quantities listed in the Bid Specifications to conform to requirements. In the

event such right is exercised, the lowest responsible Bidder meeting specifications will be advised of the revised requirements and afforded an opportunity to withdraw its bid.

**35. RELEASE OF BID EVALUATION MATERIALS** Requests concerning the evaluation of bids may be submitted under the *Freedom of Information Law*. Information, other than the Bid Tabulation, shall be released as required by law after contract award. Written requests should be directed to the Commissioner.

**36. TIMEFRAME FOR OFFERS** The Commissioner reserves the right to make awards within forty-five (45) days after the date of the bid opening, during which period, bids must remain firm and cannot be withdrawn. If, however, an award is not made within the forty-five (45) day period, bids shall remain firm until such later time as either a contract is awarded or the Bidder delivers to the Commissioner written notice of the withdrawal of its bid. Any bid which expressly states therein that acceptance must be made within a shorter specified time, may, at the sole discretion of the Commissioner, be accepted or rejected.

## TERMS & CONDITIONS

**37. CONTRACT CREATION / EXECUTION** Upon receipt of all required approvals the Commissioner's mailing or electronic communication to the address on the bid of: i) a Letter of Acceptance; or ii) a fully executed contract; or iii) a Purchase Order authorized by the Commissioner, the parties shall execute a final negotiated Contract.

### 38. CONTRACT EXECUTORY

This contract shall be deemed executory only to the extent of moneys appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the political subdivision beyond the amount of such moneys. The contract is not a general obligation of the County of Rockland. Neither the full faith and credit nor the taxing power of the County of Rockland is pledged to the payment of any amount due or to become due under such contract. It is understood that neither this contract nor any representation by any public employee or office creates any legal or moral obligation to appropriate or make moneys available for the purpose of the contract.

**39. PARTICIPATION IN CENTRALIZED CONTRACTS** The Commissioner is authorized to let centralized contracts, in accordance with the provisions of this paragraph and applicable New York State Law, for joint purchasing, by any department or agency of the County of

Rockland and/or any political subdivisions of the State of New York; provided however that any entity incurring a liability under such contract shall be responsible for discharging said liability.

a. **Agencies** All County Agencies may utilize and purchase under any county centralized contract let by the Department of General Services - Purchasing Division, unless the Bid Specifications limit purchases to specific County Agencies.

b. **Non-County Agency Authorized Users** Authorized Users other than county agencies are permitted to make purchases through County centralized contracts where permitted by law, the contract or the DGS-Purchasing Division Commissioner.

c. **Voluntary Extension** Purchase Orders issued against a County centralized contract by any Authorized User not provided for in the Bid Specifications shall be honored by the Contractor at its discretion and only with the approval of the DGS - Purchasing Division Commissioner and any other approvals required by law. Contractors are encouraged to voluntarily extend service contracts to those additional entities authorized to utilize commodity contracts under *General Municipal Law*.

d. **Responsibility for Performance** Participation in County of Rockland centralized contracts by Authorized Users is permitted upon the following conditions: a) the responsibility with regard to performance of any contractual obligation, covenant, condition or term thereunder by any Authorized User other than County Agencies shall be borne and is expressly assumed by such Authorized User and not by the County; b) a breach of the contract by any particular Authorized User shall neither constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Contractor thereunder respecting non-breaching Authorized Users, whether County or otherwise; c) for a breach by an Authorized User other than a County Agency, the County specifically and expressly disclaims any and all liability for such breach; and d) each non-County agency Authorized User and Contractor agrees to hold the County, its officers, agents and employees harmless from any liability that may be or is imposed by their failure to perform in accordance with its obligations under the contract.

**40. MODIFICATION OF CONTRACT TERMS** The terms and conditions set forth in the Contract shall govern all transactions by Authorized User(s) under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Commissioner and Contractor.

The Contractor may, however, offer Authorized User(s) more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Authorized User(s) and Commissioner by the Contractor.

Other than where such terms are more advantageous for the Authorized User(s) than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against Authorized User(s) unless authorized by the Commissioner or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, purchase orders or other documents forwarded by the Contractor for payment, notwithstanding Authorized User's subsequent acceptance of Product or processing such document for approval or payment.

**41. SCOPE CHANGES** Any changes to the contract specifications shall be negotiated in good faith and signed by authorized representatives

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of both Parties.

**42. ESTIMATED / SPECIFIC QUANTITY CONTRACTS**

Estimated quantity contracts are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the contract term. No guarantee of any estimated quantity(s) is implied or given. Unless otherwise set forth in the Bid Specifications, contracts for services and technology are completely voluntary as to use, and therefore no quantities are guaranteed.

With respect to any specific quantity stated in the contract, the Commissioner reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the contract. Notwithstanding the foregoing, the Commissioner may purchase greater or lesser percentages of contract quantities should the Commissioner and Contractor so agree. Such agreement may include an equitable price adjustment.

**43. COMMENCEMENT OF WORK**

Work hereunder shall be started within ten (10) days after the execution of the contract.

**44. PRODUCT DELIVERY** Shipping and delivery of all goods and products purchased under the Contract shall be subject to Section 3 of the Amazon Business Accounts Terms and Conditions.

**45. WEEKEND AND HOLIDAY DELIVERIES** Amazon Business provides Participating Public Agencies the ability to configure their Delivery Preferences, allowing you to set delivery windows on workdays when you'd like shipments delivered and to specify holiday closures (applicable to deliveries by Amazon Logistics).

**46. SHIPPING / RECEIPT OF PRODUCT**

a. **Packaging** Tangible Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases or other types of containers. The container shall become and remain the property of the receiving entity unless otherwise specified in the contract documents.

b. **Shipping Charges** Shipping and delivery of all goods and products purchased under the Contract shall be subject to Section 3 of the Amazon Business Accounts Terms and Conditions.

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**47. TITLE AND RISK OF LOSS** Shipping and delivery of all goods and products purchased under the Contract shall be subject to Section 3 of the Amazon Business Accounts Terms and Conditions. This section is backed by the Amazon's Return Policy at <https://www.amazon.com/gp/help/customer/display.html?nodeId=GK M69DULYKQWKWX7> and the A to Z Guarantee at <https://www.amazon.com/gp/help/customer/display.html?nodeId=GQ 37ZCNECJKTFYQV>.

**48. PRODUCT SUBSTITUTION** In the event a specified manufacturer's Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Force Majeure Clause below) a Product deemed by the Commissioner to be equal to or better than that specified must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Commissioner's approval may be cause for cancellation of contract.

**49. REJECTED PRODUCT** Inspection and Acceptance for all goods and products purchased under the Contract shall be subject to Section 3 of the Amazon Business Accounts Terms and Conditions.

**50. REPAIRED OR REPLACED PRODUCT / COMPONENTS**

Where the Contractor is required to repair, replace or substitute products or components under the Contract, the repaired, replaced or substituted

products shall be subject to all terms and conditions for new products set forth in the contract, including product warranties.

**51. ON-SITE STORAGE** Materials, equipment or supplies may be stored at the Authorized User's site at the Contractor's sole risk and only with the approval of the Authorized User.

**52. EMPLOYEES/SUBCONTRACTORS/AGENTS**

All employees, subcontractors or agents performing work under the contract must be trained technicians who meet or exceed the technical and training qualifications set forth in the Bid Specifications or the Bid, whichever is better, and must comply with all rules and requirements of the Contract. The Commissioner reserves the right to conduct a security background check or otherwise approve any employee or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause, including but not limited to, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized User's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the contract terms. The Commissioner reserves the right to reject and/or bar from the facility for cause any employee, subcontractor, or agents of the Contractor.

**53. ASSIGNMENT / SUBCONTRACTORS** The

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Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any of other person, company, firm or corporation in performance of the contract, other than the assignment of the right to receive money due, without the prior written consent of the Issuing Entity. Prior to an assignment of the right to receive money becoming effective, Contractor shall file a written notice of such assignment simultaneously with the County of Rockland Finance Director, the Issuing Entity, and



participating Authorized User(s). Notwithstanding the foregoing, Contractor may assign or otherwise transfer this Agreement without the consent of the Issuing Entity to any affiliate or as part of a corporate reorganization. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

The Commissioner reserves the right to reject any proposed subcontractor, assignee or supplier for bona fide business reasons, which may include, but are not limited to: that the proposed transferee is on the Department of Labor's list of companies with which New York State cannot do business; the Commissioner determines that the company is not qualified; unsatisfactory contract performance or service has been previously provided; or attempts were not made to solicit minority and women's business enterprises (M/WBE) bidders for the subcontract.

**54. SUSPENSION OF WORK** The Commissioner, in his/her sole discretion, reserves the right to suspend any or all activities under this contract, at any time, in the best interests of the County or Issuing Entity. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on County spending, declaration of emergency, or other such circumstances. Upon issuance of such notice, the County shall not place any orders on Amazon Business. Activity may resume at such time as the Commissioner issues a formal written notice authorizing a resumption of work.

#### 55. TERMINATION

a. **Termination for Convenience:** The County of Rockland may terminate this contract, in whole or in part, at any time by written notice

to the Contractor when it is in the County of Rockland's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the County of Rockland to be paid. If the Contractor has any property in its possession belonging to the County of Rockland, the Contractor will account for the same, and dispose of it in the manner the County of Rockland directs.

b. **Default [Breach or Cause]:** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County of Rockland may terminate this contract immediately for convenience under Section 65a. The contractor will only be paid the contract price for supplies delivered, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the County of Rockland that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the County of Rockland, after setting up a new delivery of performance schedule, may allow the Contractor to continue work.

c. **Opportunity to Cure:** The County of Rockland in its sole discretion may, in the case of a breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect before terminating for convenience under Section 65a. In such case, the notice of termination for convenience will state the time period in which cure is permitted and other appropriate conditions. If the Contractor fails to remedy to County of Rockland's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of a written notice from County of Rockland setting forth the nature of said breach or default, County of Rockland shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for convenience shall not in any way operate to preclude County of Rockland from also pursuing all available remedies under New York law against Contractor and its sureties for said breach or default.

d. **Waiver of Remedies for any Breach:** In the event that the County of Rockland elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the County of Rockland shall not limit the County of Rockland's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**56. SAVINGS/FORCE MAJEURE** Neither party shall be liable for failure or delay in performance under the Contract due in whole or in part to, including but not limited to, an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, pandemic, epidemic, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, raw materials or supplies, inability to obtain or delay in obtaining governmental approvals, permits, licenses or allocations, and any other causes which are not within such party's reasonable control, whether or not the kind specifically enumerated above.

**57. CONTRACT BILLINGS** The payment method for all goods and products purchased under the Contract shall be subject to Section 3 of the Amazon Business Accounts Terms and Conditions and Pay By Invoice Terms and Conditions.

a. **DEFAULT - AUTHORIZED USER** An Authorized User's breach shall not be deemed a breach of the centralized contract.

New York Authorized Users may request invoicing payment terms of Net 60 as part of Amazon Pay By Invoice (PBI).

58. **INDEPENDENT CONTRACTOR** It is understood and agreed that the legal status of the Contractor, its agents, officers and employees under this Contract is that of an independent contractor, and in no manner shall they be deemed employees of the County or Authorized User, and therefore are not entitled to any of the benefits associated with such employment. The Contractor agrees, during the term of this contract, to maintain at Contractor's expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including workers' compensation, disability and unemployment insurance, and to provide the Authorized User with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state and local taxes, and all FICA contributions.

59. **SECURITY / CONFIDENTIALITY** Contractor warrants,

covenants and represents that it will comply fully with all security procedures set forth in the Amazon Privacy Notice here: <https://www.amazon.com/gp/help/customer/display.html?nodeId=GX7NQ4ZB8MHFRNJ>.

Contractor further warrants, covenants and represents that any confidential information obtained by Contractor, its agents, subcontractors, officers, or employees in the course of performing its obligations, including without limitation security procedures, business operations information, or commercial proprietary information in the possession of the County or any Authorized User hereunder or received from another third party, will not be divulged to any third parties. Notwithstanding the foregoing, Agency expressly agrees that it shall not provide Contractor with any confidential information as described in this Section 74 as part of the Contract. Contractor shall not be required to keep confidential any such confidential material which is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information of the County or Authorized User, or otherwise obtained under the Freedom of Information Act or other applicable New York State Laws and Regulations. This warranty shall survive termination of this Contract. Contractor further agrees to take appropriate steps as to its personnel, agents, officers and any subcontractors regarding the obligations arising under this clause to insure such confidentiality.

#### 60. **THIRD PARTIES RIGHTS**

(a) **Cooperation With Third Parties:** The Contractor shall be responsible for fully cooperating with any third party, including but not limited to subcontractors of the Authorized User, relating to delivery of product or coordination of services, to the extent such cooperation aligns with the Amazon Business Accounts Terms and Conditions.

If usage shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (i) to procure for the Authorized User the right to continue Usage (ii) to modify the service or Product so that Usage becomes non-infringing, and is of at least equal quality and performance; or (iii) to replace said service or Product or part(s) thereof, as applicable, with non-infringing service or Product of at least equal quality and performance. If the above remedies are not available, the parties shall terminate the Contract for convenience, in whole or in part as necessary and applicable, provided the Authorized User is given a refund for any amounts paid for the period during which Usage was not feasible.

The foregoing provisions as to protection from third party rights shall not apply to any infringement occasioned by modification by the Authorized User of any Product without Contractor's approval.



In the event that an action at law or in equity is commenced against the Authorized User arising out of a claim that the Authorized User's use of the service or Product under the Contract infringes any patent, copyright or proprietary right, and Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract. Contractor shall in such event protect the interests of the Authorized User and secure a continuance to permit the Authorized User to appear and defend its interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the Authorized User may have. This constitutes the Authorized User's sole and exclusive remedy for patent infringement, or for infringement of any other third party proprietary right.

**61. CONTRACT TERM - RENEWAL.** In addition to any stated renewal periods in the Contract, any contract or unit portion thereof let by the Commissioner may be extended by the Commissioner for an additional period(s) of up to one year (cumulatively) with the written concurrence of the Contractor.

**62. Product Performance** Products delivered pursuant to this Contract are subject to the Amazon's Return Policy at <https://www.amazon.com/gp/help/customer/display.html?nodeId=GKM69DUIYKOWKWX7> and the A to Z Guarantee at <https://www.amazon.com/gp/help/customer/display.html?nodeId=GQ37ZCNECJKTFYQV>.

**63. Title and Ownership.** Upon purchase of a product, County shall have full ownership, clear title free of all liens, or the right to transfer or deliver perpetual license rights to any Products transferred to Authorized User under this Contract.

**64. LIMITATION OF LIABILITY** Except as otherwise set forth in the Indemnification Paragraphs above, the limit of liability shall be as follows:

a. Neither party's total liability for any claim, loss or liability arising out of, or connected with the Contract, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the total amount paid under the Contract by the Authorized User to the Contractor, or parts thereof forming the basis of the Authorized User's claim, (said amount not to exceed a total of twelve (12) months charges payable under the applicable Order) or (ii) one million dollars (\$1,000,000), whichever is lesser.

b. Notwithstanding the above, neither the Contractor nor the Authorized User shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Authorized User, the Contractor, or by others.

**65. INSURANCE:** Contractor shall secure and maintain insurance coverage as specified in the Bid Documents and shall promptly provide documentation of specified coverages to the Authorized User. The Contractor shall be required to add the Authorized User as an additional

insured.

**66. FINANCIAL RECORDS/AUDIT:** The Contractor shall maintain records of all its financial transactions, including all expenses and disbursements, which relate to this agreement. Amazon will provide Customer access to Amazon Business Analytics ("ABA") in fulfillment of this requirement whereby Customer may generate reports based on their own purchasing activity pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. ABA functionality will include the ability to customize, view, and download reports including order details, refunds, returns, and reconciliation.

**67. CONFIDENTIALITY:** For the purposes of this paragraph:

- A. The term "Confidential Information" as used herein means all material and information, whether written or oral, received by Contractor from or through the County or any other person connected with the County, or developed, produced, or obtained by Contractor in connection with the performance of Services under this Agreement. Confidential Information shall include, but not be limited to, samples, substances and other materials, conversations, correspondence, records, notes, reports, plans, drawings, specifications and other documents in draft or final form, including any documentation or data relating to the results of any investigation, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations and/or comments relating thereto.
- B. The term "Contractor" defined solely as Amazon.com Services LLC dba Amazon Business, and not its officers, directors, employees, agents, affiliates, or subsidiaries.

**68. EMERGENCY CONTRACTS:**

In the event that a disaster emergency is declared by Executive Order under Sections 103 and 104 of the General Municipal Law, or if the Commissioner, with the approval of the County Executive and the Chairman of the Legislature, determines pursuant to his/her authority that an emergency exists requiring the prompt and immediate delivery of Product, the Commissioner reserves the right to obtain such Product from any source, including, but not limited, to this Contract(s), as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for Product procured from other sources pursuant to this paragraph. The reasons underlying the finding that an emergency exists shall be included in the procurement record.



**Certificate Of Completion**

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Document Pages: 114

Signatures: 2

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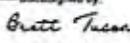
Brett Tuson

btuson@amazon.com

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Director

Amazon Business

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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	22-Dec-2025   14:47
Signing Complete	Security Checked	22-Dec-2025   14:47
Completed	Security Checked	22-Dec-2025   14:47
Payment Events	Status	Timestamps