

# COMMODITY OR SERVICE AGREEMENT

After you have preformed your due diligence and are ready to proceed with the procurement process with a vendor, the vendor may require the University to sign a contract. The University has an agreement template for services or commodities that will incorporate the NYS standard language, vendor pricing and applicable vendor terms and conditions. This "how to" guide will walk you through the steps to create a draft agreement to provide to the vendor for their initial review.

## steps to follow ...

1

Prepare a draft agreement for the vendor to review

2

Provide draft agreement to vendor for their review and obtain required documents

3

Submit the vendor response to the contract workflow for review and approvals

1

## PREPARE DRAFT AGREEMENT

The [template](#)

# 1

## PREPARE DRAFT AGREEMENT

5. Section 6. Compliance with SUNY Policies – if the contractor will not be on University property you can delete this section in its entirety
6. Section 8. Contract Entirety/Order of Precedence
  - a. If the total amount of the contract is less than \$25,000 you can remove line b. otherwise it remains.

***Contractor must provide MS Word versions of Exhibit B and Exhibit C***

\*Note: Exhibit C - This will incorporate the pricing information that the vendor provides

\*Note: Exhibit C – This will incorporate the terms and conditions provided by the vendor and all the associated documents referred to within the terms and conditions.

renew period has elapsed.

be on SUNY premises): At all times when 6. **Compliance with SUNY Policies (if Contractor or Subcontractors will**  
policies and procedures including, but not limited to:  
a. The requirement to wear an identity tag clearly identifying them as being an employee or agent of the Contractor.  
b. The prohibition against smoking, within the buildings or on the grounds owned or leased by SUNY.  
c. The parking regulations. Parking violations are subject to the fines and are the sole responsibility of the Contractor. All vehicles must be registered with SUNY.  
d. The Contractor must communicate these policies to its employees, subcontractors, and any other individuals assigned to enter upon SUNY grounds and premises in connection with the services to be performed in accordance with the contract awarded.

at any time upon mutual consent of the parties in writing and by both parties, and if required, approved by the OAG 7. **Contract Amendments:** The Agreement may be amended. Such written amendment will not be effective until signed and OSC.

made part of the Agreement:  
a. Exhibit A, State University of New York Standard Contract Clauses  
b. Exhibit C, State University of New York Administrative Action Clauses  
c. This Agreement  
d. Exhibit R, Contractor's proposed system or Statement of Work

parties shall use good faith efforts to amicably resolve any dispute arising under this Agreement. If the parties are unable to amicably resolve the dispute within thirty (30) days, then the dispute shall be resolved by giving precedence to the document elements in the order set forth above.

9. **Dispute Resolution:** At the option of SUNY, the arising under this Agreement. If the parties are unable to amicably resolve the dispute within thirty (30) days, then the dispute shall be resolved by giving precedence to the document elements in the order set forth above.

Electronic Payment Authorization: The Contractor shall provide complete and accurate billing invoices to SUNY in order to receive payment for its services. Billing invoices submitted to the SUNY must contain all information required by SUNY. The Contractor shall be responsible for ensuring that the information provided is accurate and complete. The Contractor shall be responsible for ensuring that the information provided is accurate and complete. The Contractor shall be responsible for ensuring that the information provided is accurate and complete. Such electronic payment shall be made in accordance with ordinary New York State procedures and circumstances. Such electronic payment shall be made in accordance with ordinary New York State procedures and circumstances. Such electronic payment shall be made in accordance with ordinary New York State procedures and circumstances.

11. **Governing Law:** The laws of New York State shall govern this Agreement without regard for New York State's conflict of law provisions.

## PREPARE DRAFT AGREEMENT

7. Section 16. Notices – Enter in the department contact who will receive



# 2

Provide the draft agreement and applicable exhibits to vendor for their review and obtain required documents from the vendor.

## PROVIDE THE FOLLOWING TO THE VENDOR FOR THEIR REVIEW

1. Draft agreement
2. [NYS Exhibit A](#) (pdf) can't be modified
3. [NYS Exhibit A-1](#) (pdf) can't be modified, only applies if the total dollar amount of the agreement is \$75,000 or higher

## OBTAIN THE FOLLOWING FROM THE VENDOR

1. Order Form, Quote, Statement of Work or Proposal that outlines the products and/or services, the terms and the pricing (MS Word format preferred)
2. MS Word version of their terms and conditions and any other documentation that is referenced in their terms that the University must agree to.



Submit the following to the [contract workflow](#) for review, approvals and signatures.

### **SUBMIT THE FOLLOWING INFORMATION TO THE CONTRACT WORKFLOW**

1. Draft agreement that has been reviewed / edited by the vendor
2. Email from vendor with open issues/questions