

MASTER AGREEMENT
for
Products and Supplies for Correctional
Facilities and Incarcerated Individuals.

Bob Barker Company, Inc.
Master Agreement # 4400036123

	State of South Carolina Request for Proposal	Solicitation: 5400027173 Date Issued: 09/03/2024 Procurement Officer: MICHAEL SPEAKMON, CPPO Phone: 803-737-9816 E-Mail Address: mspeakmon@mmo.sc.gov Mailing Address: SFAA, Div. of Procurement Services 1201 Main Street, Suite 601 Columbia SC 29201

DESCRIPTION: **STC for Products & Supplies for Correctional Facilities & Incarcerated Individuals**

USING GOVERNMENTAL UNIT: **Statewide Term Contract**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **10/21/2024 11:00 AM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **09/18/2024 12:00 PM** (See "Questions From Offerors" provision)

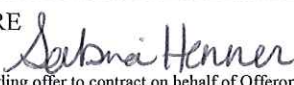
NUMBER OF COPIES TO BE SUBMITTED: **ONE (1) Electronic Media Copies of Technical & Price Proposals, One (1) Redacted Copy** via electronic media (marked "redacted"), (See "Ownership and Disclosure of Proposals" & "Disclosure of Your Bid/Proposal and Submitting Confidential Information" [See "Online Bidding Instructions" in Attachment A])

Initial here if NO redacted copy is necessary _____

CONFERENCE TYPE: Pre-Proposal DATE & TIME: 09/16/2024 2:00 PM (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: This meeting will be via Microsoft Teams only. Refer to Important Dates, in the "RFP Overview" document for instructions to attend the meeting.
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AWARD & AMENDMENTS	Award will be posted on 12/09/2024 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of one hundred eighty (180) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR BOB BARKER COMPANY, INC. (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE  (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	DATE SIGNED 10/16/2024
TITLE CONTRACT SPECIALIST (business title of person signing above)	STATE VENDOR NO. 7000024962 (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
PRINTED NAME SABRINA HENNER (printed name of person signing above)	STATE OF INCORPORATION NORTH CAROLINA (If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

☐ Sole Proprietorship ☐ Partnership ☐ Other _____

☐ Corporate entity (not tax-exempt) ☒ Corporation (tax-exempt) ☐ Government entity (federal, state, or local)

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(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business) 7925 PURFOY ROAD FUQUAY VARINA, NC 27526 Dun & Bradstreet # <u>05-852-5536</u>	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) 7925 PURFOY ROAD FUQUAY VARINA, NC 27526 <u>1-800-334-9880</u> Area Code - Number - Extension Facsimile <u>SABRINAHENNER@BOBBARKER.COM</u> E-mail Address
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PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) PO BOX 890885 CHARLOTTE, NC 28289 Payment Address same as Home Office Address ☒ Payment Address same as Notice Address (check only one)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses) 7925 PURFOY ROAD FUQUAY VARINA, NC 27526 ☒ Order Address same as Home Office Address ☐ Order Address same as Notice Address (check only one)
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ACKNOWLEDGMENT OF AMENDMENTS							
Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
1	9/26/2024	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	<u>N/A</u> Calendar Days (%)
	N/A	N/A	N/A	N/A

PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): Preferences do not apply per 11-35-1524(5)
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PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE Preferences do not apply per 11-35-1524(5) N/A
☐ In-State Office Address same as Home Office Address ☐ In-State Office Address same as Notice Address (check only one)

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (*i.e.*, colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.8 Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.9 Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 Product or Products and Services** means any equipment, software (including

embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.

1.13 Purchasing Entity means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

1.14 Solicitation means the solicitation resulting in this Master Agreement.

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for one (1) year from the effective date. This Master Agreement shall automatically renew beyond the initial term for 4 additional years, with four separate one (1) year extensions, unless the Contractor receives notice that the Lead State elects not to renew the contract (see Term of Contract – Option to Renew below), or the Contractor exercises their rights under the Term of Contract – Termination by Contractor clause below. The term of this Master Agreement may be amended beyond the initial term for two (2) additional years at the Lead State’s discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
- 3.1.1** A Participating Entity’s Participating Addendum (“PA”);
 - 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
 - 3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 3.1.4** Schedules and Attachments expressly incorporated into this contract;
 - 3.1.5** The Solicitation or, if separately executed after award, the Lead State’s bilateral agreement that integrates applicable provisions;
 - 3.1.6** Contractor’s response to the Solicitation, as revised (if permitted) and

accepted by the Lead State.

- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No terms on either party's Purchase Orders, Invoices, Ordering Documents, Website, Browse-Wrap, Shrink-Wrap, Click-Wrap, Clickthrough, or other Non-Negotiated Terms and Conditions provided with any contract activities will constitute a part or amendment of this Agreement or is binding for any purpose. All such other Terms and Conditions have no force and effect and are deemed rejected, even if access to or use of the contract activities requires affirmative acceptance of such Terms and Conditions
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. The term of a Participating Addendum will not exceed the term of this Master Agreement, except when a Participating Entity determines an extension of its Participating Addendum is necessary to avoid a lapse in contract coverage and is permitted by law.

IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.
- 4.3 Scope of Work Updates.** At the discretion of the Lead State, and subject to agreement by the parties, the scope of this Master Agreement may be amended to include or accommodate new or updated models, versions, or technologies related to the objectives and deliverables set forth in the Solicitation.
- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum.

Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

4.6 Participating Entities.

- 4.6.1** If not proscribed by law or by the Chief Procurement Official of the state in which the entity is located, an entity may be eligible to execute a Participating Addendum directly with Contractor. Such entities may include:

4.6.1.1 Political subdivisions, public agencies, and service districts;

4.6.1.2 Public and private educational institutions, including K-12 public, charter, and private schools; institutions of higher education; and trade schools;

4.6.1.3 Federally recognized tribes;

4.6.1.4 Quasi-governmental entities; and

4.6.1.5 Eligible non-profit organizations.

- 4.6.2** Prior to execution of a Participating Addendum with an entity listed above, Contractor shall coordinate with NASPO to confirm the entity's eligibility to execute a Participating Addendum. A determination that an entity is eligible to execute a Participating Addendum is not a determination that procurement authority exists; each entity must ensure it has the requisite procurement authority to execute a Participating Addendum.

- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the Solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

- 4.9 Release of Information.** Throughout the duration of this Master Agreement,

Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's Solicitation.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). By placing an Order under this Master Agreement, a Purchasing Entity agrees to have their data (i) included in reports submitted by Contractor to NASPO ValuePoint and (ii) used by NASPO ValuePoint as set forth in this Master Agreement without limitation, unless otherwise requested in writing by the Purchasing

Entity and agreed to in writing by NASPO. Timely and complete reporting of Sales Data by Contractor is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

5.3.2 Summary Sales Data. “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

5.3.3 Detailed Sales Data. “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

5.3.4 Sales Data Crosswalks. Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor’s part number or SKU for each Product in Offeror’s catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor’s customer lists and product catalog change.

5.3.5 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues.

NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.3.6 Obligation to Act in Good Faith. The parties acknowledge that this Master Agreement and its terms and pricing have been negotiated for the benefit of the parties, NASPO ValuePoint, Participating Entities, and Purchasing Entities. Apart from a Participating Addendum or Order, Contractor shall not intentionally induce a potential Participating Entity or Purchasing Entity to enter into a separate agreement, the pricing and terms of which are derived from this Master Agreement, for the purpose of avoiding compliance with Contractor's obligations under Section V. Nothing in this Section 5.3.6 shall prohibit Contractor from contracting with an entity with substantially similar pricing and terms if such pricing and terms are independently negotiated with the entity or are consistent with pricing and terms ordinarily offered by Contractor to public sector customers.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of

the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5.5 NASPO ValuePoint eMarketPlace

- 5.5.1** The NASPO ValuePoint cooperative provides an eMarketPlace for public entities to access a central online platform to view and/or purchase the goods, services, and solutions available from NASPO ValuePoint's cooperative Master Agreements. This eMarketPlace is provided by NASPO at no additional cost to the Contractor or public entities. Its purpose is to facilitate the connection of public entities with Contractors who meet the requisite needs for a good, service, or solution by that entity through a NASPO ValuePoint Master Agreement.
- 5.5.2** Contractor shall cooperate in good faith with NASPO, and any third party acting as an agent on behalf of NASPO, to integrate Contractor's industry presence by either an electronic hosted catalog, punchout site, or providing eQuotes through the NASPO eMarketPlace, per the Implementation Timeline as further described below.
- 5.5.3** Regardless of how Contractor's presence is reflected in the eMarketPlace (*i.e.*, hosted catalog, punchout site, or eQuote), Contractor's listed offerings must be strictly limited to Contractor's awarded contract offerings through the NASPO award. Products and/or services not authorized through the resulting NASPO cooperative contract should not be viewable by NASPO ValuePoint eMarketPlace users. Furthermore, products and/or services not authorized through a Participating Addendum should not be viewable by NASPO ValuePoint eMarketPlace users utilizing that Participating Addendum. The accuracy of Contractor's offerings through the eMarketPlace must be maintained by Contractor throughout the duration of the Master Agreement.
- 5.5.4** Contractor agrees that NASPO controls which Master Agreements appear in the eMarketPlace and that NASPO may elect at any time to remove any of Contractor's offerings from the eMarketPlace.
- 5.5.5** Contractor is solely responsible for the accuracy, quality, and legality of Contractor's Content on the eMarketPlace. "Content" means all information that is generated, submitted, or maintained by Contractor or otherwise made available by Contractor on the eMarketPlace, including Contractor catalogs. Contractor's Content shall comply with and accurately reflect the terms and pricing of this Master Agreement.
- 5.5.6** Contractor's use of the eMarketPlace shall comply with the eMarketPlace's Terms of Use.
- 5.5.7** Contractor is solely responsible for the security and accuracy of transactions facilitated through the eMarketPlace, including the assessment, collection, and remittance of any sales tax.
- 5.5.8** Lead State reserves the right to approve all pricing, catalogs, and information on the eMarketPlace. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be

offered at prices required by the Master Agreement.

- 5.5.9** NASPO Participating Entities may have their own procurement system, separate from the NASPO eMarketPlace, that enables the use of certain NASPO Master Agreements. In the event one of these entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agrees to work in good faith with the entity and NASPO to implement the catalog.
- 5.5.10** In the event a Participating Entity has entity-specific catalog requirements set forth in its Participating Addendum (e.g., entity-specific pricing, restrictions in the scope of offerings, etc.), Contractor shall ensure its eMarketPlace Content for that Participating Entity accurately reflects and is compliant with these requirements.
- 5.5.11** Implementation Timeline: Following the execution of Contractor's Master Agreement, NASPO will provide a written request to Contractor to begin the onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with NASPO to set up an enablement schedule, at which time the technical documentation for onboarding shall be provided to Contractor. The schedule will include future calls and milestone dates related to test and go live dates.
- 5.5.11.1** Contractor's NASPO eMarketPlace account with eQuoting functionality shall minimally be established within thirty (30) days following the written request.
- 5.5.11.2** Contractor shall deliver either a (1) hosted catalog or (2) punchout site, pursuant to the mutually agreed upon enablement schedule.
- 5.5.11.3** NASPO will work with Contractor to decide which structures between hosted catalog, punchout site, and/or eQuoting as further described below will be provided by Contractor.
- 5.5.11.3.1** Hosted Catalog. By providing a hosted catalog, Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to NASPO, such as a tab delimited text file. Contractor is solely responsible for ensuring the most up-to-date versions of its product/service offerings approved by the Lead State under this Master Agreement are reflected in the eMarketPlace.
- 5.5.11.3.2** Punchout Site. By providing a punchout site, Contractor is providing its own online catalog, which must be capable of being integrated with the eMarketPlace as a Standard punchout via Commerce eXtensible Markup Language (cXML). Contractor shall validate that its online catalog is up-to-date. The site must also return detailed UNSPSC codes for each line item.
- 5.5.11.3.3** eQuoting. NASPO will work with Contractor to set up participation and use to provide eQuotes through the

NASPO eMarketPlace. This requirement would be in addition to any requirement to provide a hosted catalog or punchout site.

5.5.12 Hosted catalogs and punchout sites will provide all of the eMarketPlace standard data elements/information including, but not limited to, the following:

- 5.5.12.1** The most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with this Master Agreement;
- 5.5.12.2** A Lead State contract identification number for this Master Agreement;
- 5.5.12.3** Detailed product line item descriptions;
- 5.5.12.4** Pictures illustrating products, services, or solutions where practicable; and
- 5.5.12.5** Any additional NASPO, Lead State, or Participating Addendum requirements.

5.6 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

5.7 Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

5.8 Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

6.1 Pricing. The prices contained in this Master Agreement or offered under this Master

Agreement represent the not-to-exceed price to any Purchasing Entity.

- 6.1.1** All prices and rates must be guaranteed for the initial term of the Master Agreement.
- 6.1.2** Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least 90 days prior to the effective date.
- 6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
- 6.1.4** No retroactive adjustments to prices or rates will be allowed.
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master

Agreement.

- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
 - 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
 - 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
 - 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.
 - 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
- 7.6.1** The services or supplies being delivered;
 - 7.6.2** A shipping address and other delivery requirements, if any;
 - 7.6.3** A billing address;
 - 7.6.4** Purchasing Entity contact information;
 - 7.6.5** Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
 - 7.6.6** A not-to-exceed total for the products or services being ordered; and
 - 7.6.7** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- 7.7 Communication.** All communications concerning administration of Orders placed

must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

- 7.8 Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

- 8.1 Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
- 8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 8.4 Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.
 - 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
 - 9.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.
 - 9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
 - 9.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.
 - 9.5.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

- 10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2 Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the Solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the Solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.
- 10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.
- 10.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 10.5 Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

- 11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- 11.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

- 12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-

party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.1.1 Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason.

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

12.2.1 The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Product;

12.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

12.2.1.4 reasonably expected to be used in combination with the Product.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

- 12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- 13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 13.2 Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
- 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state

Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- 14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

- 14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.
- 14.2.1.1** Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not

necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to

any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 Injunctive Relief. Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be adequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 Purchasing Entity Law. These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

- 14.4 Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.
- 14.5 Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.
- 14.6 Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.
- 14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.
- 14.8 Defaults and Remedies**
- 14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:
 - 14.8.1.1** Nonperformance of contractual requirements;
 - 14.8.1.2** A material breach of any term or condition of this Master Agreement;
 - 14.8.1.3** Any certification, representation or warranty by Contractor in response to the Solicitation or in this Master Agreement that proves to be untrue or materially misleading;
 - 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

- 14.8.1.5** Any default specified in another section of this Master Agreement.
- 14.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- 14.8.3** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
- 14.8.3.1** Any remedy provided by law;
 - 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
 - 14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;
 - 14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;
 - 14.8.3.5** Suspension of Contractor's performance; and
 - 14.8.3.6** Withholding of payment until the default is remedied.
- 14.8.4** Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.
- 14.8.5** If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those

supplies or services. However, the Contractor shall continue the work not terminated.

14.8.6 If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

14.8.7 The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

14.8.8 The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign

immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

- 14.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

- 14.12.1** The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.
- 14.12.2** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
- 14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

- 14.13 Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

- 14.14 Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing

and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

XV. Special Provisions

- 15.1 Equal Opportunity.** Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.
- 15.2 False Claims.** According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.
- 15.3 Open Trade.** During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

15.4 Changes.

15.4.1 Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- 15.4.1.1** drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- 15.4.1.2** method of shipment or packing;
- 15.4.1.3** place of delivery;
- 15.4.1.4** description of services to be performed;
- 15.4.1.5** time of performance (i.e., hours of the day, days of the week, etc.); or,
- 15.4.1.6** place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

15.4.2 Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time

for completion.

15.4.3 Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

15.4.4 Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

15.5 Compliance with Laws. During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

15.6 Contractor's Use of State Property. Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work

15.7 Estimated Quantities – Purchases from Other Sources. The State may bid separately any unusual requirements or large quantities of supplies covered by this contract.

15.8 Estimated Quantity Unknown. The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.

15.9 Illegal Immigration. (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

15.10 Price Adjustments.

15.10.1 Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- 15.10.1.1** by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- 15.10.1.2** by unit prices specified in the Contract or subsequently agreed upon;
- 15.10.1.3** by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- 15.10.1.4** in such other manner as the parties may mutually agree; or,
- 15.10.1.5** in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

15.10.2 Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-1830, - 2210, & -2220.

15.11 Pricing Data – Audit – Inspection. [Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state.

15.12 Statewide Term Contract – Scope. The scope of this contract is limited by the Bidding Schedule / Cost Proposals and by the description included in Part I, Scope of Solicitation. Sales of supplies or services not within the scope of this contract are prohibited. See clause entitled Contract Limitations.

- 15.13 Term of Contract – Option to Renew.** At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of (1) one year, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.
- 15.14 Term of Contract – Termination By Contractor.** Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 90 days prior to the expiration of the then current term.

SCOPE OF WORK

This Scope of Work describes the Deliverables being sought through this RFP and the scope of what Contractors will be expected to offer through a Master Agreement resulting from this RFP. The Scope of Work is intended to provide potential Offerors with sufficient basic information to submit a proposal. It is not intended to limit a proposal's content or exclude any relevant or essential data.

I. OVERVIEW AND DEFINITIONS

The State of South Carolina, Division of Procurement Services (Lead State) is requesting proposals for Products and Supplies for Correctional Facilities and Incarcerated Individuals in furtherance of the NASPO ValuePoint Cooperative Purchasing Program.

II. MASTER AGREEMENT OBJECTIVES

The objective of this RFP is to obtain best value, competitive proposal requirements, and to receive collective volume purchasing by all government entities through the NASPO ValuePoint Cooperative Purchasing Program, which creates more favorable pricing than is obtainable by an individual state or local government entities.

III. MASTER AGREEMENT DELIVERABLES

A. Product Categories

1. Products & Supplies for Correctional Facilities and Incarcerated Individuals

The award of this RFP will cover categories which contain products and supplies for correctional facilities and incarcerated individuals which will include:

- a. Clothing and Uniforms for Incarcerated /Institutionalized Persons
- b. Undergarments for Incarcerated /Institutionalized Persons
- c. Footwear for Incarcerated /Institutionalized Persons
- d. Personal Hygiene & Personal Care Products
- e. Mattresses & Linens
- f. Facility – Evidence & Inmate Property Storage
- g. Facility - Kitchen
- h. Facility - Laundry Supplies & Equipment
- i. Recreation Equipment (such as exercise equipment, sports equipment, etc.)

2. Volume Discounts for Available Products

Attachment I, Cost Proposal allows Offerors to offer volume discounts for available products where they would apply. Many correctional facilities prefer to make one-time large quantity purchases rather than many smaller purchases of certain items throughout any given year. Offering a volume discount for products that they may be available for is a very attractive option to these facilities. Offerors may offer volume discounts on any categories and/or specific products within a category as they are available.

IV. CONTRACTOR RESPONSIBILITIES AND TASKS

- A. Insurance** Offerors shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

1. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below: (1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$5 million per occurrence. (2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
2. Offeror / Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
3. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
4. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

B. Licensing

- ~~1. Sales of motor vehicles are subject to state Motor Vehicle Statutes. Offeror certifies by submission of a response that all required Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses, if requested, will be submitted with the states' participating addendums.~~
- ~~2. License requirements for states participating in the contract will be addressed in each state's participating addendum.~~
- ~~3. It is the Contractor's responsibility to keep all required Motor Vehicle licensing current during the term of the contract and to furnish copies at any time upon request by the contract administrator. If the Contractor does not maintain current licensing, Central Purchasing may immediately terminate the contract upon discovery of the expiration of the license. Contracts for motor vehicles to be sold may be made only with properly licensed Motor Vehicle Dealers.~~

C. Ordering

1. No minimum orders will be considered under this Contract. Please see the pricing attachment for value-added incentive volume discount request.
2. Options/Accessories/Attachments on ordered equipment shall include all standard items normally furnished by the Contractor's manufacturer/dealer for the basic equipment being purchased. Contractor shall identify any websites that can be of assistance in determining needs and calculating total cost of items purchased.
3. Any trade-in allowances determined by the Contractor shall be deducted from the established current price before the discount is applied. The formula will be to deduct the discount from the established current price and then take off the trade-in allowance. (Only for those Purchasing Entities allowed to trade-in equipment for new equipment).

D. Changes in Contractor Contact

The Contractor shall notify the Contracting Officer of any changes in the company status, such as mergers, sell offs, discontinuation of equipment, addition of equipment lines and changes in the contact information of the Contract. The Contracting Officer shall be able to contact the Contractor at all times during business hours.

E. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

F. Warranty – Equipment/Options/Accessories/Attachments

1. The Contractor agrees the products furnished under this Contract shall be covered by all commercial warranties the Contractor provides for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded by any other clause of this Contract.
2. The Contractor warrants that at the time of delivery, all products purchased under this Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Contract.
3. All warranty work performed, and parts/materials supplied shall meet original equipment manufacturer (OEM) warranty requirements. Equivalent substitutions must be approved by the Purchasing Entity contact person prior to installation.
4. Warranty work performed not meeting specifications or found to be defective, shall not be accepted. The Contractor shall be required to make repairs or corrections at no additional cost to the Purchasing Entity.
5. Offeror shall furnish a copy of their warranty applicable for the equipment. All equipment warranties shall start on the date of delivery and shall be for the full term of said warranty.
6. Before actual warranty work begins, ownership of the products shall be established to ensure the products in need of repair belongs to the Purchasing Entity requesting the service. The following information shall be provided in order to determine ownership of the product: (1) Name of Purchasing Entity and division, if applicable. Make and Model of the product, and Control number of Purchasing Entity (Inventory number).
7. Repairs made that are covered by a warranty shall not be paid for by the Purchasing Entity.
8. The Contractor shall furnish all necessary supervision, labor, equipment, tools, parts, materials, and supplies needed for the warranty repair work.
9. All persons utilized in the performance of this contract shall be authorized by the Contractor and be fully qualified to perform the warranty work required. Warranty work shall be performed by certified or trained or authorized service technicians.
10. Products that will remain in the Contractor's possession overnight and for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The Contractor shall be responsible for the proper care and custody of any state-owned property in the Contractor's possession.

G. Quality of Parts

1. Parts under these specifications should be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the Purchasing Entity contact person.

2. After Market Repair parts must be equal to or exceed Contractor's original equipment manufacturer's specifications. Repair parts must be packaged and distributed under their respective nationally known name brands.
3. All rebuilt or remanufactured parts must meet the same requirements as listed above.
4. Some repair parts may be required to be original equipment manufactured repair parts. Contractor's dealers' network must carry a complete line of OEM parts for all models of products they carry.
5. Preservation, packaging, and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.

H. Warranty/Buy Back

Contractor is required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to Purchasing Entities. Contractor shall correct ordering errors without further cost to the ordering entity. A copy of the Warranty shall be included for replacement parts purchased.

I. Repair Facilities

Repair facilities that will perform the warranty work of items under this Contract shall be identified as authorized by the Contractor to perform such work for the manufacturer. The Contractor is responsible for ensuring that the facilities adhere to the contract requirements for warranty work performance.

J. Freight/Shipping/Set-up Fees

1. Freight from the factory to the customer is the responsibility of the Contractor.
2. Delivery is to be FOB Destination (of ordering entity).
3. Under certain circumstances, additional freight, shipping, and handling costs may be permitted. If so, any Freight, shipping and handling costs and set-up fees paid by the ordering entity are to be annotated on the quote/invoice as a separate line item. All additional fees/costs must appear on the quote and approved by the ordering entity prior to the Contractor accepting the PO.

K. Delivery

1. Delivery of products shall be stated in each quotation. It is preferable to expect delivery within 30 calendar days after receipt of order unless other arrangements are made between the ordering party and the Contractor due to current market status. Earlier deliveries are encouraged however there shall be no change in contract price or discount terms because of the earlier delivery.
2. All products shall be delivered new, unused and ready for immediate use, unless otherwise requested by the Purchasing Entity. Liability for product delivery remains with the Contractor until delivered and accepted.
3. Delivery shall be made in accordance with instructions on the purchase order from each Purchasing Entity. If there is a discrepancy between the purchase order and what is listed on the contract, the Contractor shall seek clarification from the ordering party and/or the Contracting Officer.
4. If applicable, one operating manual, an illustrated parts manual or List, and the warranty shall be furnished for each new item purchased at no additional cost.

L. Price Adjustments

The Contract price shall be the most current Contractor's Manufacturer's Suggested Retail Price (MSRP) in effect at the time the order is placed less the discount percentage offered. This allows for market fluctuations to take place while the discount percentage must remain stable.

An adjustment to the contracted percent discount will require approval by the Lead State. The Contractor is responsible for providing sufficient documentation and justification to support the

request. Documentation may include but is not limited to: the manufacturers national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase.

The price increase must not produce a higher profit margin than the original contract and must be accompanied by sufficient documentation and nationwide notice of price adjustment to the published commercial price list.

Price Established at Time of Order. Pricing is established at the time an order is placed by a public entity with the Contractor. No retroactive price increases will be allowed, nor will price increases be allowed at time of delivery.

Price Reductions. In the event of a price decrease in any category of product at any time during the contract in an OEM's published commercial price list, including renewal options, the Lead State shall be notified immediately. All published commercial price list price reductions shall be effective upon the notification provided to the Lead State.

M. New Products

New Products may be added to the awarded categories as they are introduced as long as the products remain within the scope of that category. The quoted discount cannot be lowered throughout the Contract period.

N. Discontinued Products

Contractor is to notify the Contracting Officer of any changes in their schedule of equipment such as discontinued products or replacement models to continue proper presentation on contract award posting.

O. Price

The purpose of this competitive solicitation is to develop a category / catalog discount contract structure to provide for equipment to be made available for purchase. This allows for the most current model of equipment to be covered under this contract as equipment is introduced to stay with available market trends. The pricing matrix is a percentage discount subtracted from the Contractor's Suggested Retail Price. Contractor can submit actual pricing schedules for their equipment with the percentage discount already figured, as long as the Contractor list price is stated first, then the discount, then the final discount price.

The quoted discount percentage will be in affect the entire contract period. Additional or deeper discounts will be accepted, but original discount rates cannot be lowered.

P. Product Volume Discounts

Product Volume Discounts have been included with Attachment I, Cost Proposal:

- Product Volume Discount

Many correctional facilities prefer to place single, larger orders rather than many smaller orders throughout the year. As a value-added option, the Offeror may provide volume discounts for larger single orders of products and supplies.

Due to the large variance of products available, and as the subject matter expert, the vendor may choose the items to offer.

This product listing will allow the vendor to represent the type, style, quality, and breadth of products available if awarded.

This list will remain firm for the initial base year, with the option to refresh or revise the listing of contract special items on an annual basis at contract renewal periods.

Submission of items will be included in the total value-added scoring evaluation.

V. LEAD STATE RESPONSIBILITIES AND TASKS

Participating State Terms and Conditions. (ADMIN) As a courtesy to Offerors, some Participating States' specific Terms and Conditions are provided as Attachments (see Attachment E) to this solicitation. These are for informational purposes only and will be negotiated with other Participating States after award of the Master Agreement. Each State reserves the right to negotiate additional terms and conditions in its Participating Addendums. Offerors shall submit a statement that they understand they may be required to negotiate these additional terms and conditions when executing a Participating Addendum



Attachment G

OFFEROR INFORMATION, ACKNOWLEDGEMENTS, AND CERTIFICATIONS

Offeror must provide complete responses to each item below. Insert your responses into this worksheet directly below each question or prompt.

I. OFFEROR INFORMATION

Complete the Cover Page and Page 2 and submit with your offer.

II. BUSINESS DETAILS

- A. **Company Website.** Provide a URL for your company's website.

WWW.BOBARKER.COM

- B. **Company History.** Provide a brief history of your company, including the year of its founding and any material acquisitions or mergers in which it has been involved.

BOB BARKER COMPANY WAS FOUNDED IN 1972 AND INCORPORATED IN 1987 IN NORTH CAROLINA, BOB BARKER COMPANY HAS BEEN IN BUSINESS FOR 52 YEARS. THERE HAVE BEEN TWO COMPETITOR ACQUISITIONS, LESLEE SCOTT, A CORRECTIONAL SUPPLY COMPANY IN OGDEN, UT IN 2006 AND ROBINSON TEXTILES, A CORRECTIONAL SUPPLY COMPANY IN GARDENA, CALIFORNIA IN 2014

- C. **Company Size.** Identify the number of employees working for your company.

BOB BARKER COMPANY EMPLOYS OVER 200 EMPLOYEES COMPANY-WIDE AND OUR SALES FORCE MAKES UP CLOSE TO 50 EMPLOYEES.

- D. **Ownership Structure.** Describe your company's ownership structure.

FAMILY OWNED BUSINESS. BOB BARKER COMPANY, INC. BUSINESS STRUCTURE: S-CORPORATION

- E. **Litigation.** List all claims of non-performance or breach from customers in excess of \$5,000, including all pending litigation matters (including civil, criminal, or appellate) or criminal convictions in the past 5 years for the company and all principals. Attach an additional document if necessary.

BOB BARKER COMPANY HAS NO CLAIMS OF NON-PERFORMANCE, BREACH FROM CUSTOMERS, OR ANY LITIGATION TO REPORT.

III. PROPOSAL CONTACT

The Proposal Contact must be able to respond timely to communications from the Lead State. Offeror must, within 24 hours, notify the Lead State of any change to Offeror's Proposal Contact.

- A. **Proposal Contact Name:** SABRINA HENNER
B. **Proposal Contact Title:** CONTRACT SPECIALIST
C. **Proposal Contact Email:** SABRINAHENNER@BOBARKER.COM
D. **Proposal Contact Phone Number:** 1-800-334-9880

IV. ACKNOWLEDGEMENTS AND CERTIFICATIONS

By signing below and submitting a response to this RFP, Offeror acknowledges and certifies the following:

- A. **Debarment.** (Check one of the below.)

- ☒ Neither Offeror nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency.

Request for Proposals for
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Issued by the **State of South Carolina**
Solicitation Number 5400027173



- ☐ Offeror cannot certify the statement above, and Offeror will affix a written explanation to this attachment for review by the Lead State. If after reviewing Offeror's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead State may reject Offeror's proposal.

B. Non-collusion.

1. This proposal has been developed independently by Offeror and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other Offeror or supplier of Deliverables in a manner designed to limit fair and open competition.
2. The contents of this proposal have not been communicated by Offeror or its employees or agents to any person not an employee or agent of Offeror and will not be communicated to any such persons prior to the RFP Close Date.

C. Data Disclosure to Foreign Governments and Prohibited Technology. (Check one of the below.)

- ☒ Offeror is not an entity subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments, and Offeror's offerings do not contain, include, or utilize components or services supplied by any entity subject to the same. Offeror's offerings also do not contain, include, or utilize covered technology prohibited under Section 889 of the National Defense Authorization Act, as amended.
- ☐ Offeror cannot certify all statements above, and Offeror will affix a written explanation to this attachment for review by the Lead State. If after reviewing Offeror's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead State may reject Offeror's proposal.

D. Conflicts of Interest. (Check one of the below.)

- ☒ Offeror represents that none of its officers or employees are officers or employees of the Lead State and that none of its officers or employees have a conflict of interest as defined by the laws, rules, or policies of the Lead State.
- ☐ Offeror cannot certify the statement above, and Offeror will affix a written explanation to this attachment for review by the Lead State. If after reviewing Offeror's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead State may reject Offeror's proposal.

E. Business Certifications. (Check all that apply.) **N/A**

- ☐ Offeror is a certified [demographic]-owned business, as defined in [statutory citation].
- ☐ Offeror is a resident business, as defined in [statutory citation].

F. Required Insurance. Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the levels prescribed in Attachment D, Sample Master Agreement. Offeror understands that this requirement is mandatory and will not be negotiated by the Lead State.

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Solicitation Number 5400027173



- G. NASPO ValuePoint Administrative Fee.** Offeror agrees to pay a 0.25% administrative fee and submit summary and detailed sales reports to NASPO ValuePoint in accordance with Attachment D, Sample Master Agreement. All costs proposed by Offeror must be inclusive of the NASPO ValuePoint administrative fee. Offeror understands that the requirements in this section are mandatory and will not be negotiated by the Lead State.
- H. Marketing Plan.** If awarded a Master Agreement resulting from this RFP, within 30 days of execution of the Master Agreement, Offeror will meet with NASPO ValuePoint marketing personnel to review and track progress on the marketing plan described by Offeror in Attachment H, Offeror Response Worksheet.
- I. Confidential, Proprietary, or Protected Information.** As set forth in Attachment A, RFP Terms and Conditions, if Offeror is claiming any portion of its proposal as confidential, proprietary, or protected, Offeror must complete the required sections of Attachment K, Claim of Business Confidentiality, and submit with Offeror's proposal a redacted copy of Offeror's proposal, which must be clearly marked as such. Offeror may not mark pricing or Offeror's entire proposal as confidential, proprietary, or protected. Submission of a Claim of Business Confidentiality does not guarantee that information claimed by Offeror as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. If Offeror fails to submit a redacted copy of Offeror's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Offeror releases the Lead State, NASPO, NASPO members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.
- J. Conditional Awards.** Offeror understands that awards and execution of a Master Agreement are conditional as set forth in Attachment A, RFP Terms and Conditions, and Offeror agrees to hold the Lead State and NASPO harmless and release the Lead State and NASPO from any liability for damages arising from non-award or non-execution of a contract.
- K. Understanding of the RFP.** Offeror has read the RFP in its entirety and understands and agrees to comply with all requirements set forth therein. Any conflicts in the materials composing the RFP and any issues relating to the content of the RFP, including instructions, requirements, or specifications Offeror believes to be ambiguous, unduly restrictive, erroneous, anticompetitive, or unlawful, have been brought to the attention of the Lead State using the process described in the RFP for asking questions or, if applicable, by filing a protest. In accordance with Attachment A, RFP Terms and Conditions, Offeror acknowledges and understands that any protest, claim, dispute, or action based upon a conflict or issue described herein must be filed no later than the RFP Close Date, and Offeror waives the right to file any protest, claim, dispute, or action based upon a conflict or issue described herein if not filed by the RFP Close Date.

Request for Proposals for
Products and Supplies for Correctional Facilities and Incarcerated Individuals.

Issued by the **State of South Carolina**
Solicitation Number 5400027173



Signature

The undersigned is one of the following:

1. The Offeror, if Offeror is an individual;
2. A partner in the company, if Offeror is a partnership; or
3. An officer or employee of the responding corporation having authority to sign on its behalf, if Offeror is a corporation.

By signing below, the undersigned warrants that the representations made and the information provided in Offeror's proposal are true, correct, and reliable for purposes of evaluation for a potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from contract award and may subject the undersigned, Offeror, or both to suspension or debarment proceedings, as well as other remedies available to the Lead State by law, including termination of any Master Agreement awarded to Offeror.

OFFEROR: BOB BARKER COMPANY, INC.

Sabrina Henner
Signature

10/16/2024
Date

SABRINA HENNER
Printed Name

CONTRACT SPECIALIST
Title

SABRINAHENNER@BOBBARKER.COM
Email Address

1-800-334-9880
Phone Number

Amendment #1
Questions and Answers
Solicitation 5400027173

1. Coat, Blue – Is unlined acceptable? Reference Attachment L: 1- Clothing – Outerwear

Lead State's Response: This item has been removed from the market basket.

2. Mattress Covers- mattress cover, navy, what material should the cover be sheet, vinyl, or heavy-duty cloth? Reference Attachment L: 5 -Mattress / Linens

3. Mattress Covers – mattress cover, white, what material should the cover be sheet, vinyl, or heavy-duty cloth? References Attachment L: 5 – Mattress / Linens

Lead State's Response (Q2-Q3): These items have been updated to include vinyl material.

4. Tear Resistant T-Will – Would navy be acceptable color option? Also, will size 58"x 90" be acceptable? References Attachment L: 5 – Sheets

5. Is 32"H x 76" L x 27" D, 10 Gauge acceptable for the metal bunk? References Attachment L: 6 – Facility Furniture

6. Is a 6 Grommet Size 36"x77" Acceptable? References Attachment L: 6 – Shower Curtains

Lead State's Response (Q4-Q6): These items have been removed from the market basket.

7. Is mesh an acceptable material for the hospital hampers bags? References Attachment L: 8 – Laundry Hampers

Lead State's Response: Yes, the specification has been changed to mesh.

8. Steele Canvas Maxi – would yellow be an acceptable cover? References Attachment L: 8 – Laundry Utility Trucks

Lead State's Response: Yes, the specification has been changed to "Any color will suffice."

9. Gloves Nitrile – Are 3.1 mil palm thickness and 4 mil finger thickness acceptable? References Attachment L: 4 – Other Subcategories

10. Latex Gloves – are 5.0 mil palm thickness and 5.2 mil finger thickness acceptable? References Attachment L: 6 – Facility – Evidence, Examination Gloves

11. Powdered Nitrile – are powder free acceptable? References Attachment L: 6 – Facility Evidence, Examination Gloves

12. Powdered Nitrile – are 3.1mil palm thickness and 4 mil finger thickness acceptable? References Attachment L: 6 – Facility Evidence, Examination Gloves
13. Powdered Latex – are 3.9 mil palm thickness and 3.5 mil finger thickness acceptable? References Attachment L: 6 – Facility Evidence Examination Gloves
14. What color should the nitrile, latex, powdered nitrile, and powdered latex be, or does it matter?

Lead State's Response: *These items have been removed from the market basket.*

15. Can we obtain a better description of this item? Can the measurements vary? References Attachment L: 8 – Strong Box
16. Measurements are similar to a gun locker, is that the intended item? If so, how many compartments are expected? References Attachment L: 8 – Hanging Locker

Lead State's Response: *These items have been removed from the market basket.*

17. Will fluoride-free be acceptable? References Attachment L: 4 – Toothpaste

Lead State's Response: *This item has been deleted from the market basket.*

18. For the Fire-Retardant option, should the measurement be standard size 20x30? References Attachment L: 5 – Pillowcases

Lead State's Response: *The specification has been changed to 20x30.*

19. “Under certain circumstances” – Is this intended to address the additional freight and shipping required to ship to Alaska and/or Hawaii? Since most list price is FOB Continental United States. References Attachment B: J - 1-3

20. Does this bid require shipments to Hawaii?

21. Do shipments to Alaska and Hawaii have to be at the offeror's proposal cost or do these destinations qualify as a special circumstance? Reference A 12 and D4

Lead State's Response (Q19-Q21): *No change. Per Attachment B, Scope of Work, Freight/Shipping/Set-up Fees is the responsibility of the Contractor and delivery is to be FOB Destination. Under certain circumstances, states may address freight, shipping and/or set-up fees through a participating addendum (PA) referencing the fully executed Master Agreement (MA).*

22. What are circumstances where additional freight shipping and handling cost may be permitted. Would shipment to Alaska and Hawaii qualify? Reference C4 and J.

Lead State's Response: *No change. We cannot speculate on any specific example of when additional shipping and handling costs may occur because we do not know the breadth of what type of equipment or supplies will be purchased by any individual entity. If an entity orders something that may require shipping and handling charges outside the Contractor's capability, then the Contractor needs to discuss that with the ordering entity prior to accepting the purchase order.*

23. Does shipping need to be included in catalog pricing due to freight being significantly different between South Carolina vs North Dakota?

Lead State's Response: *No change. Shipping must be included in the contracted catalog discount.*

24. Is there more than one delivery location? If so, how many?

Lead State's Response: *No change. Each ordering entity may have one or more delivery locations and each location will be clearly identified on each purchase order.*

25. Where do vendors submit value add services pricing and options such as screen printing and embroidery services? References Attachment I: Market Basket Evaluation

Lead State's Response: *No change. These services are not a requirement of this solicitation but vendors may add their value add pricing as a separate document for information purposes only and will not be valued but made available under the contract.*

26. We are a manufacturer and supplier for items listed in one category. We specialize in this category and could be competitive on pricing, discount and volume discounts. We do not supply other categories and it would be difficult to bid all items in other categories. We do not normally supply. It appears in the RFP evaluation plan if we bid one category, even if awarded full points for the technical and cost evaluation, we would not be able to score enough points to be eligible for a Master Contract Award. Is this correct? Reference Attachment C Page 3 Award Selection

27. We provide secure video games systems to correctional facilities. Would our products qualify as Recreation Equipment such as exercise equipment, support equipment etc.?

Lead State's Response Q26-Q27): *No change. It is the intention of this solicitation to award contracts to only those vendors who can provide multiple categories of equipment to the ordering entities. Awarding contracts to multiple vendors by a single category is extremely inefficient for both the contract administration by the Lead State and creates a cumbersome ordering process for the using entities. Vendors who specialize in only one or two of the categories, or only specialize in some of the items in one category, are not the targeted vendor pool for this solicitation.*

28. Can you tell me if we must respond to each item in a category? Meaning do we have to be able to supply all items listed in the category to be considered responsive?

29. Are we able to bid on individual items in a specific category or do we have to bid entire category for this solicitation?

Lead State's Response (Q28 & Q29): *No change. Offerors must submit an offer for every line item listed in a category they are submitting an offer for. Failure to submit on all line items within a category will make the offer non-responsive for that category.*

30. Is the bid awarded by line item or by category?

Lead State's Response: *No change. Awards will be made by category.*

31. #233 Clear tumbler, 22 oz, 500 ea/cs are the tumblers disposable or is the UOM incorrect? Reference Category 7 Kitchen Market Basket Evaluation.

Lead State's Response: *This item has been removed from the market basket.*

32. #236 Flexible Silicone Clear Tray Lid – Is the tray lid to be silicone or just flexible? References Category 7 Kitchen Market Basket Evaluation

Lead State's Response: *"Silicone" has been removed from the specification.*

33. If our case pack quantities are different than those shown, should we provide our case pack price per case and also price per each? For example, our polypropylene sporks are 400ea/cs. How should we submit price so a fair assessment can be made? (With consideration to case pack being greater than that specified in the request) Reference Category 7 Kitchen Market Basket Evaluation.

Lead State's Response: *No change. If the Offerors pack quantities are different than the listed quantities in the market basket, the Offeror should use the per unit price for the item based on their pack quantities and use that as the price for the pack quantity in the market basket. For example, if the requested pack quantity is 24 EA, and the Offerors pack quantity is 48 with a pack price of \$480, the offered price for the market basket will be \$240.*

34. Please extend the deadline for the submission of questions until 10/2/2024 to allow offerors sufficient time to review the basket of items and submit questions as required. Reference South Carolina Cover Page.

Lead State's Response: *No change. The deadline will not be extended. The Lead State cannot anticipate when a potential offeror accesses the solicitation documents and cannot delay the process if a potential offeror accesses later than others.*

35. Who is the incumbent contractor? Please provide the applicable contract number and the pricing for the incumbent contract. References RFP

36. Based on previous order history, how often are the gloves, towels, washcloths and blankets ordered, weekly, bi-weekly, monthly or annually?

Lead State's Response (Q35-Q36): *No change. As stated in the solicitation document, there is no current Master Agreement for these products and supplies so there is no incumbent vendor and no existing sales data to provide.*

37. This section is not applicable to the RFP. Please issue an amendment to remove this section in its entirety. References Attachment B Section IV B Licensing

Lead State's Response: *The clause has been deleted.*

38. Please confirm offeror's may utilize their own list price when responding to Attachment I and are not limited to utilizing MSRP. Reference Attachment B Section IV L Price Adjustments, Attachment I

Lead State's Response: *No change. Offerors must use the MSRP as instructed in order to ensure a fair evaluation against the other offers.*

39. Please confirm pricing included in Offeror's proposal responses is for evaluation purposes only and will not be incorporated into resultant contracts. Please issue an amendment to clarify as required. References Attachment B, Attachment D, Section VI 6.1 Pricing Attachment I

40. Please confirm only offeror proposed discount percentage from Attachment I will be incorporated into the resultant contracts (specifically excluding items listed prices). Please issue an amendment to clarify, as required. References Attachment B, Attachment D, Section VI 6.1 Pricing Attachment I

Lead State's Response (Q39-Q40): *No change. The offer must be for the MSRP price of each item, minus the offered discount, at the time the offer is submitted. The resulting Master Agreement incorporates any changes to the catalog price during the term of the contract, and the ordering entity will pay the price for the items that is in effect at the time order is placed.*

41. What is the administrative fee for Utah? Reference E62, 23

Lead State's Response: *No change. Each state who issues a participating addendum will negotiate their fees with the Contractor.*

42. Document Upload Process- Could you kindly clarify the procedure for uploading the completed proposal documents? Specifically, is there a preferred file format, and are there any guidelines or limitations regarding the size or type of files we can upload to the submission portal?

Lead State's Response: *No change. Microsoft Excel files should be uploaded in their native format. Other files should be uploaded in their native format or in PDF form. The SCEIS system has a file size limit of 10MB per file, but no limit on the number of files you may attach.*

It is important to note that all files should be submitted in such a way that they can be accessed and evaluated by the Lead State and the evaluation panel. It is not anticipated that any single offer should need to be split into multiple files, but should that occur, the Offeror is responsible for ensuring the Lead State is able to clearly identify the different portions of the offer.

43. Experience Requirement – We would also appreciate clarification on whether having prior experiences in similar projects is a mandatory requirement to submit a proposal. If it is not a strict requirement, would it be acceptable to highlight other relevant experience or capabilities?

Lead State's Response: *No change. There is no restriction on a certain amount of experience required to be considered for award. Offerors are encouraged to provide the best information they have concerning their experience and qualifications for the evaluation panel to consider.*

44. Are we required to submit a certificate of insurance with our bid?

Lead State's Response: *No change. A Certificate of Insurance (COI) should be readily available and submitted by an awarded supplier to states with an active Participating Addendum (PA) prior to performance (acceptance and delivery on a PO).*

Category #	Category	List Price	Minimum Discount % Off	Extended Price
1	Clothing and Uniforms			
	Uniforms, Jumpsuits & Scrubs			
	Jumpsuit, Navy Gripper X-large - 1ea	\$ 26.00	32.00%	\$17.68
	Jumpsuit,Green/White Stripe - Sz XL -1ea	\$ 30.81	32.00%	\$20.95
	Jumpsuit, Red XL - 1 ea	\$ 26.00	32.00%	\$17.68
	Jumpsuit, Orange X-large - 1 ea,	\$ 26.00	32.00%	\$17.68
	Jumpsuit, Khaki XL 1 ea	\$ 26.00	32.00%	\$17.68
	Shirt, Navy TriStitch Sz XL - 1 ea	\$ 10.83	32.00%	\$7.36
	Trousers, Navy, TriStitch - Sz XL, 1 ea	\$ 14.10	32.00%	\$9.59
	Shirt, TriStitch, No Pocket, Yellow, XL, 1 ea	\$ 12.88	32.00%	\$8.76
	Outerwear (Jackets & Coats)			
	Coat, Khaki Work Blanket Lnd - 1 ea	\$ 37.63	42.00%	\$21.83
	Coat, Blue-100% Cotton 54-56 -- 1ea			
	Activewear			
	Sweatpants, No Drawstring, No Pockets, Gray, X-Large, 1 ea	\$ 11.34	44.00%	\$6.35
	Sweatshirt, Gray, XL - 1 ea,	\$ 11.34	44.00%	\$6.35
	Shorts, Athletic Navy Sz 2XL - 100% polyester, 9" inseam 1 ea	\$ 14.84	59.00%	\$6.08
	Shorts, Athletic Navy Sz S - 100% polyester, 9" inseam 1 ea	\$ 14.84	59.00%	\$6.08
	Transport Clothing			
	Disposable Coveralls for Inmates Transfer - Orange Sz-XL 25 ea/cs	\$ 116.28	38.00%	\$72.09
	Release Clothing (Jeans or Sweatpants)			
	Jeans, Blue Denim Sz 38x30 - Jeans, Blue Denim Sz 38x30 1 ea	\$ 19.51	36.00%	\$12.49
	(DSC) Elastic Waist Denim Jeans X-Large, 1 ea	\$ 16.00	38.00%	\$9.92
	Disposable Clothing			
	Gown, Isolation Yellow - 50 ea/cs,	\$ 102.19	15.00%	\$86.86
	Paper Lightweight Gown/ Suicide Watch Universal Fit Blue, White 50 ea /cs	\$ 63.86	42.00%	\$37.04
	Court Clothing			
	Mens Dickies Jeans Sz 38x30, 1 ea	\$ 27.13	5.00%	\$25.77
	Womens Dickies Premium Flat Front Pants Black Sz 16, 1 ea	\$ 27.25	23.00%	\$20.98
	Mens SS Poplinn Shirt White Sz XL 1 ea	\$ 17.77	38.00%	\$11.02
	Youth Jersey Polo - Light Blue Sz L 1 ea	\$ 12.84	35.00%	\$8.35
	Webbed Belt with Buckle Navy 12 ea/cs	\$ 42.33	53.00%	\$19.90
	Other Subcategories			
	Poncho, Vinyl Rain Clear - 12 ea/ cs	\$ 47.28	15.00%	\$40.19
	Cap, Baseball Orange - 12 ea/cs	\$ 34.28	5.00%	\$32.57
	Watch Cap, Navy - 12 ea/cs	\$ 35.55	51.00%	\$17.42
	Suicide Safety Bedroll Lifeline all-in-one-bed 1 ea	\$ 349.99	49.00%	\$178.49
	Suicide Smock Blue Self Protection Smock -Fully Closed 1 ea	\$ 167.17	49.00%	\$85.26
	Suicide Blanket Lifeline Blanket 1 ea	\$ 139.13	49.00%	\$70.96
	Padded Helments Human Restraint Hard Shell Protective Helmet w/ Face Shield 1 ea	\$ 348.75	5.00%	\$331.31
	TOTAL PRICE FOR CATEGORY 1			\$1,224.69
2	Undergarments			
	Men's Underwear & Socks			
	Boxers White Size Large - 12 ea/ cs	\$ 20.60	35.00%	\$13.39
	Thermal Underwear - Pants Sz 4xl - 12 ea/ cs	\$ 78.03	43.00%	\$44.48
	Thermal Underwear - Top Sz 4xl - 12 ea/ cs	\$ 78.03	43.00%	\$44.48
	Women's underwear & Socks			
	Panty, White Size 9 - 12 ea/ cs,	\$ 21.74	55.00%	\$9.78
	Sports Bra,Brown,36 - 12ea/cs	\$ 81.30	76.00%	\$19.51
	Bra, White Glamorise 36B - 1 ea	\$ 33.26	34.00%	\$21.95
	Nightshirt Grey, Reg Size - 1 ea	\$ 14.47	66.00%	\$4.92
	Socks (Unisex)			
	Sock, White Tube - 12 pr/dz,	\$ 13.35	43.00%	\$7.61
	Sock, Crew Orange - 12pr/dz	\$ 15.72	43.00%	\$8.96
	Diabetic Socks - 12 pr/dz	\$ 22.38	38.00%	\$13.88
	Slipper Socks			
	Double- Tread Slipper Socks 48pr/cs	\$ 162.00	43.00%	\$92.34
	Single-Tread Slipper Socks 48pr /cs	\$ 73.04	43.00%	\$41.63
	Disposables			
	Disposable Boxer, Wht 3XL-4XL - 100 ea/cs	\$ 124.76	30.00%	\$87.33
	Unisex , Disposable Briefs Mesh XL - 300 ea/cs	\$ 305.07	51.00%	\$149.48
	Unisex, Orange, Disposable Briefs XL - 300 ea/cs	\$ 314.08	51.00%	\$153.90
	Other Subcategories			
	Unisex Bathrobe, Kimono Style, Beltless, Fleece 1 ea	\$ 90.03	30.00%	\$63.02
	Unisex Bathrobe, Kimono Style, w/ Belt, Fleece 1 ea	\$ 78.13	30.00%	\$54.69
	Unisex Bathrobe, Kimono Style, Beltless, Terrycloth 1 ea	\$ 64.98	30.00%	\$45.49
	Unisex Bathrobe, Kimono Style, w/ Belt, Terrycloth 1 ea	\$ 59.98	30.00%	\$41.99
	Thermal Underwear, Long Sleeve Top, Size XL 12 ea/ cs	\$ 59.11	43.00%	\$33.69
	Thermal Underwear, Drawers, Size XL 12 ea/ cs	\$ 67.47	36.00%	\$43.18
	All Plastic Reading Glasses 12ea/ cs	\$ 37.50	42.00%	\$21.75
	Webbed Belt with Buckle 12ea/cs	\$ 42.33	53.00%	\$19.90
	TOTAL PRICE FOR CATEGORY 2			\$1,037.35
3	Footwear			
	Sandles, Shower Shoes & Flip-Flops			
	Sandal, Orange, PVC, Slip On, L, 1 pr	\$ 4.82	34.00%	\$3.18
	Sandal, Uni-Foot, EVA, OR, L, 1 pr	\$ 6.15	49.00%	\$3.14
	Eva Clog Orange Sz XL 12 pr/ cs	\$ 121.79	59.00%	\$49.93
	Thong, V-strap Sz Large - 12 pr/cs	\$ 16.93	40.00%	\$10.16
	Slippers, Step-Ins & Pullovers			
	Shoe, Deck Orange Step-in Canvas Sz 10 - 1 pr	\$ 8.37	36.00%	\$5.36
	Crogs, NEVA, Black, 3XL (15-16) - 12pr/cs	\$ 121.79	59.00%	\$49.93
	Strapless EVA Step In, L, Orange, 1 pr	\$ 9.67	59.00%	\$3.96
	Men's Terrycloth Slippers, L, 24pr/cs	\$ 174.24	26.00%	\$128.94
	Women's Terrycloth Slippers, S, 24pr/cs	\$ 174.24	26.00%	\$128.94
	Disposable Non-Skid Shoe Covers/Booties, 1000ea/cs	\$ 350.20	31.00%	\$241.64
	EVA -Honeycomb Step Ins Black Sz X-Large, 1 pr	\$ 9.67	59.00%	\$3.96
	Tennis Shoes			
	Shoe, Canvas, OR - Sz 9, 12pr/case	\$ 100.44	36.00%	\$64.28
	Shoe, Wht Vlcr Clr Sole 11D, 12 pr/case 1pr	\$ 36.90	51.00%	\$18.08
	Leather Athletic Shoes White Size 9, 1pr	\$ 38.31	42.00%	\$22.22
	Hi Top, Lace Up, Canvas basketball, Sz 9, 12pr/cs	\$ 148.92	34.00%	\$98.29
	Hi Top, Velcro, Canvas basketball, Sz 9, 12pr/cs	\$ 188.76	40.00%	\$113.26
	Boots			
	Rhino 60C21 Men's 6" Leather Plain Toe Work Boots Black SZ 10E 1pr	\$ 89.10	40.00%	\$53.46
	Velcro Leather Work Boot Black Leather SZ 10 1pr	\$ 52.20	44.00%	\$29.23
	Men's 6" Leather Inmate Boots, Brown, SZ 10, 1pr	\$ 49.60	44.00%	\$27.78
	Men's 6" Leather Inmate Boots, Steel Toe, Black, SZ 10, 1pr	\$ 52.95	44.00%	\$29.65
	Shoe Accessories			

	Cushion Foam Insoles 48pr/ cs	\$	100.50	27.00%	\$73.37
	TOTAL PRICE FOR CATEGORY 3				\$1,158.75
4	Personal Hygiene				
	Combs & Hairbrushes				
	Comb, Black 8.25" Large 12ea/bg	\$	5.33	29.00%	\$3.78
	Hairbrush, Standard 8" Nylon - 24 ea/cs	\$	18.87	34.00%	\$12.45
	Shampoo & Body Bath				
	(DSC) Shampoo, Pre-Emptive Strike - Everyday Lice Control 1 Gal each	\$	91.92	32.00%	\$62.51
	Liceout® Shampoo Lice Treatment, 1 gallon, W/pump 1 Gal each	\$	91.92	32.00%	\$62.51
	Shampoo, Maximum Security 4oz - 60ea/cs	\$	65.01	47.00%	\$34.46
	Liquid Soap & Body Lotion				
	Dial Golden Liquid Antibacterial Hand Soap 1 Gal / 4 per cs	\$	175.78	26.00%	\$130.08
	Hand and body Lotion 4 oz/ 60 per cs	\$	44.48	7.00%	\$41.37
	Deodorant				
	Deodorant, Women, Degree 1.6oz - Stick 12 ea/cs,	\$	51.26	20.00%	\$41.01
	Deodorant, Men, Degree 1.7oz Stick 12ea/cs	\$	53.91	33.00%	\$36.12
	Deodorant, Freshscent 1.6 oz - Push Up, 12ea/cs	\$	7.03	2.00%	\$6.89
	Bar Soap				
	Soap All-in-1 Dissolvable Pak - 500 ea/cs	\$	264.48	63.00%	\$97.86
	Soap Antibacterial Deodorant, Unwrap #.5 - 1000 ea/cs	\$	102.56	40.00%	\$61.54
	(DSC) Soap, Dial Wrapped 4.0 oz. - 36 ea/cs	\$	90.59	30.00%	\$63.41
	Feminine Hygiene				
	Maxithin Long Super w/Wings - 288 ea/cs	\$	77.44	67.00%	\$25.56
	Sanitary Napkn.Unwrapped - 576 ea/cs	\$	77.77	54.00%	\$35.77
	Toothpaste & Mouthwash				
	~~(DSC) Toothpaste, Fluoride 2 oz pl - White 250 ea/cs~~				
	Toothbrush, Shrt Handle 30 tuft - 144 ea/cs	\$	16.29	58.00%	\$6.84
	Toothpaste, NatureMint .28oz - 1000 ea/cs	\$	173.77	42.00%	\$100.79
	Disposable Razors & Shaving Cream				
	Razor, Single Blade Orange - Disposable 1000 cs	\$	170.33	60.00%	\$68.13
	Razor, Thumb Orange Hig Security - 500ea/cs	\$	242.51	64.00%	\$87.30
	Shave Cream, Brushless. 6oz - Plastic Tubes 144/cs	\$	72.60	50.00%	\$36.30
	Shave Cream, Freshscent 11oz - 12ea/cs	\$	34.10	15.00%	\$28.99
	Other Subcategories				
	Clipper, Toenail,Metal.No File - 12/cs	\$	10.16	22.00%	\$7.92
	Fingernail Clipper - Nickel Plated 24/case	\$	18.90	52.00%	\$9.07
	(DSC) Gloves, Nitrile, Blk, Fentanyl Protection - 100 ea/bx, 10 bx/cs	\$	8.75	40.00%	\$5.25
	(DSC) Microban Disinfectant Spray - 15oz, 6 ea/cs	\$	52.08	20.00%	\$41.66
	Clippercide Spray,12 oz - For Hair Clippers 12 ea/cs	\$	108.88	19.00%	\$88.19
	Clipper, Wahl 8500 Senior - w/V5000 motor & attachment 1 ea	\$	136.18	33.00%	\$91.24
	Personal Admission Kit 501 48/ cs	\$	166.17	59.00%	\$68.13
	TOTAL PRICE FOR CATEGORY 4				\$1,355.12
5	Matresses & Linens				
	Institutional Mattress				
	Mattress Clear Sealed Seam Poly 25x75x4 - w/ Scrim & Pillow 1 ea	\$	157.67	50.00%	\$78.84
	Mattress, SS, Spartan, 25x75x4.5 - with Pillow, 1 ea	\$	230.57	50.00%	\$115.29
	Secure Advantage Detention Mattress 1 ea	\$	229.02	50.00%	\$114.51
	Bedspreads				
	100% Polyester Ribbed Bedspread Tan Fire Resistant 12 ea/cs	\$	369.12	37.00%	\$232.55
	Blankets				
	Blanket, Wool 54 x 84 - 24 ea/cs,	\$	194.64	16.00%	\$163.50
	Blanket, Cozy, 66x90 Gray - w/Blue, 12 ea/cs	\$	136.32	17.00%	\$113.15
	Blanket, Snag Free Grey 66x90 - 1 ea,	\$	16.04	32.00%	\$10.91
	Blanket, Camel, 66X90, Poly PF - 1 ea	\$	15.50	31.00%	\$10.70
	Mattress Covers				
	Mattress Cover, Vinyl Navy 25x75x4, 12 ea/cs	\$	330.60	20.00%	\$264.48
	Mattress Cover, Vinyl, White,30x75x4 - 12 ea/cs	\$	396.84	20.00%	\$317.47
	Pillows				
	Pillow, TPU, 20x26, Navy, 4 ea/cs	\$	116.20	22.00%	\$90.64
	Pillow, Cotton/Microvent 20x26 - Dk Green 4 ea/cs	\$	52.90	22.00%	\$41.26
	Pillowcases				
	Pillowcase, White 20X30 - 12 ea/cs	\$	31.93	48.00%	\$16.60
	Pillowcase,White,FireRetardant - 42x34, 20x30 12 ea/cs	\$	36.44	33.00%	\$24.41
	Sheets				
	Combined Sheet, Overall Quilt, Navy, 30x76, ea	\$	26.47	21.00%	\$20.91
	Sheet Disposable Flat 54x90 - White, 50 ea/cs	\$	120.99	17.00%	\$100.42
	Sheet, White, Fire Retardant - 66x104, T-130, 1 dz,	\$	150.75	23.00%	\$116.08
	~~Tear Resistant Twill Sheets 60" x 90" Unbleached 12 ea/cs~~				
	Fitted Sheets 12 per pack 30 x 75 x6 White Poly Cotton Blend 12 ea/cs	\$	88.69	69.00%	\$27.49
	Towels & Washcloths				
	Wash Cloth, 12x12 White .75lb - 12 ea/cs	\$	4.76	46.00%	\$2.57
	Towel, Bath White 20x40 4.25lb - 12 ea/cs,	\$	24.84	45.00%	\$13.66
	Disposable Towels 20" x 40" 300 ea/cs	\$	108.10	15.00%	\$91.89
	Other Subcategories				
	Bed Bug and Lice Killer Aerosol Spray 12 ea/ cs	\$	156.38	38.00%	\$96.96
	TOTAL PRICE FOR CATEGORY 5				\$2,064.26
6	Facility - Evidence & Inmate Property Storage				
	Furniture				
	~~Metal Bunk, Stacking 1 ea~~				
	Chair, Armless, Stackable,Teal - 1 ea	\$	105.00	5.00%	\$99.75
	Table, 42" Round, Game Top, Brown 1 ea	\$	1,868.02	5.00%	\$1,774.62
	Endurance Night Stand/Table, 22" H x 21" W x 18" D 1 ea	\$	434.42	5.00%	\$412.70
	Endurance Bunk, 81" L x 35" W x 21" H 1 ea	\$	1,487.00	5.00%	\$1,412.65
	Endurance Wall Mount Bunk, Black	\$	2,006.00	5.00%	\$1,905.70
	Armless Chair, 33"H x 24"W x 24"D (Dimensions approximate)	\$	540.00	5.00%	\$513.00
	Modurmaxx Multipurpose Table with Steel Post Legs, Square Top, MDL 5004	\$	1,657.35	5.00%	\$1,574.48
	Shower Curtains				
	Curtain, Hookless Translucent - 1 ea, 36"W X 77"L	\$	29.26	39.00%	\$17.85
	~~Shower Curtain--Grommet Style - 1 ea-~~				
	Shower Curtain, Snap Closure - Light Green, 1 ea	\$	26.57	32.00%	\$18.07
	Shower Curtain, Snap Closure - 36x77, 12 ea/cs	\$	272.40	45.00%	\$149.82
	Shower Supplies				
	Plastic Shower Cap, 100 ea/cs	\$	21.06	25.00%	\$15.80
	Shower Mat, 13.8" x 21.7", Cream, 1 ea	\$	6.23	37.00%	\$3.92
	Evidence Storage Bag				
	Size 9"x9" - 9"x12" with 2.5" Lip. 1000 ea /cs Sequentially numbered Gauge: 2.5 mil - 2.5 mil clear extra strong film.	\$	399.95	24.00%	\$303.96
	Size 12"x12" - 12"x15" with 2.5" Lip. 500 ea/cs Sequentially numbered Gauge: 2.8 mil - 2.8 mil clear extra strong film.	\$	309.98	24.00%	\$235.58
	Examination Gloves				
	~~Nitrile Gloves, Sz L, 100 ea/bx~~				

	Latex gloves, Sz L, 100 ea/bx				
	Powdered Nitrile Gloves, Sz L, 100 ea/bx				
	Powdered Latex Gloves, Sz L, 100 ea/bx				
	Inmate Property Storage				
	Hanging Lockable Garment Bags, 44", 1ea	\$	33.24	73.00%	\$8.97
	Hanging Mesh Inmate Property Bags, 35", 1 ea	\$	18.46	51.00%	\$9.05
	Non-Lockable Garment Bags, 1 ea	\$	22.91	60.00%	\$9.16
	Barracuda Box, Large 1 ea	\$	68.19	3.00%	\$66.14
	Other Subcategories				
	Odor Hound Air & Surface Spray - 32fl. oz. 6 ea/cs	\$	86.88	20.00%	\$69.50
	TOTAL PRICE FOR CATEGORY 6				\$8,600.74
7	Facility - Kitchen				
	Kitchen				
	Stainless Steel Utility Cart 3 shelves 15.5" x 24" 300 lb capacity, 1 ea	\$	371.90	1.00%	\$368.18
	Stainless Steel Stock Pot with Cover 20 qt, 1 ea	\$	168.05	21.00%	\$132.76
	Stainless Steel Stock Pot with Cover 40 qt, 1 ea	\$	296.10	21.00%	\$233.92
	Sauce Pans 7 qt, 1 ea	\$	85.19	21.00%	\$67.30
	Stainless Steel Coffee Urn 11.5"W x 9"Dx16"H, 1 ea	\$	154.31	21.00%	\$121.90
	~~Clear Tumbler, 22 oz, 500 ea/cs~~				
	Insulated Trays 6 compartment 10 ea/cs	\$	215.93	15.00%	\$183.54
	Insulated Trays 4 compartment 10 ea/cs	\$	215.93	13.00%	\$187.86
	Flexible Silicone Clear tray Lid 12 ea/cs	\$	155.00	38.00%	\$96.10
	Flexible 6 compartment Tray 12 ea/cs	\$	285.00	42.00%	\$165.30
	Polypropylene Teaspoons Orange 144 ea/cs	\$	27.86	46.00%	\$15.04
	Polypropylene Soup Spoons Orange 144 ea/cs	\$	27.86	34.00%	\$18.39
	Polypropylene Spork Orange 144 ea/cs	\$	28.37	45.00%	\$15.60
	Polypropylene Knife Orange 144 ea/cs	\$	28.85	26.00%	\$21.35
	Polypropylene Form Orange 144 ea/cs	\$	27.86	38.00%	\$17.27
	Heavy-Duty Vinyl Apron 1ea	\$	9.81	23.00%	\$7.55
	Disposable Poly Gloves 1000 ea/bx Sz Medium	\$	11.13	28.00%	\$8.01
	Trash Bags Orange 44 Gallons 100 ea/cs	\$	106.63	3.00%	\$103.43
	Dust Mot Kit, 1 ea	\$	61.19	45.00%	\$33.65
	Dust Motp Heads Replacement 12ea/cs	\$	189.71	61.00%	\$73.99
	Spill Kits, 1 ea	\$	8.01	39.00%	\$4.89
	TOTAL PRICE FOR CATEGORY 7				\$1,876.05
8	Facility - Laundry Supplies & Equipment				
	Laundry Cart				
	Wire Laundry Cart Mega Size holds 6 bushels, 1 ea	\$	502.00	20.00%	\$401.60
	Laundry Utility Trucks				
	Steele Canvas Linen External Dimensions 38" x 28" x 66", 1 ea	\$	761.80	1.00%	\$754.18
	Steele Canvas Maxi - Orange External Dimension 38" x 29"x 34", 1 ea Any color will suffice.	\$	616.32	20.00%	\$493.06
	Yellow Vinyl-Coated Glosstex Trucks 18 bushels 44x32x36, 1 ea	\$	763.39	20.00%	\$610.71
	Laundry Hampers				
	Hospital Hamper Bags, Mesh 24x36, 1 ea	\$	7.22	57.00%	\$3.10
	Laundry Baskets				
	Canvas Utility Basket Truck - Laundry Cart, White, 10 Bushel, 1 ea	\$	559.34	20.00%	\$447.47
	Medium Duty Bulk Truck - Laundry Cart, White, 6 Bushel, 1 ea	\$	502.00	20.00%	\$401.60
	Property Bags				
	Bag, Clothes Lockable W/hanger, 1 ea	\$	18.46	51.00%	\$9.05
	Property Bag, 9"x12" w/2"lip - 200 ea/cs	\$	79.99	24.00%	\$60.79
	Laundry Net or Mesh Bags				
	Laundry Bag, 18x24 Wht Tie Cor - Med. 12 ea/cs	\$	68.77	58.00%	\$28.88
	Laundry Bag, 18x24 Sliplock Wh - 12 ea/cs	\$	53.15	58.00%	\$22.32
	Laundry Bag, 15x20 Wht Tie-cor - Small 12 ea/cs	\$	38.95	58.00%	\$16.36
	Laundry Bag, 24x36, Tie Top - 12 ea/cs	\$	92.56	58.00%	\$38.88
	Kangaroo Cart				
	Black 30"W x 53"L x 38"H General Use 1,000 lbs load, 1 ea	\$	664.26	5.00%	\$631.05
	Mesh Storage Bag				
	Laundry Storage Bag Unbleached 30"x40" 36 ea/cs Natural color	\$	309.96	46.00%	\$167.38
	~~Strong Box~~				
	~~Strong Box Soft-Sided Box 10"W x 16.5" D x 13"H, 1 ea~~				
	~~Hanging Locker~~				
	~~Vinyl-Coated mildew resistant fabric Hanging Locker 22"W x 44" L x 4" D, 1 ea~~				
	In-Cell Organizer (Clear & Mesh)				
	In-Cell Organizer size 15.5" Wx21" Lx 5" D with lid 12 ea /cs	\$	453.24	62.00%	\$172.23
	Other Subcategories				
	Kills Bed Bugs Spray 17.5oz Aerosol Can, 1 ea	\$	15.66	32.00%	\$10.65
	Bio-Fluids Solidifying Absorbent Powder, 1 ea	\$	120.36	1.00%	\$119.15
	Blood Vomit & Urine Clean up Kit, 1 ea	\$	31.30	1.00%	\$30.99
	TOTAL PRICE FOR CATEGORY 8				\$4,419.45
9	Recreation Equipment				
	Books, Puzzles, Cards & Games				
	Playing Cards, 12 decks/cs	\$	32.14	24.00%	\$24.43
	Uno Card Game - Deck, 1 ea	\$	9.20	26.00%	\$4.88
	Phase 10 Card Game - 1 ea	\$	12.84	47.00%	\$6.81
	Checker Game - 1 ea,	\$	8.88	40.00%	\$5.33
	Chess Pieces Only, Silicone - 6 Full Sets/cs	\$	63.56	64.00%	\$22.88
	Puzzle Book Variety Pack - 24 ea/cs	\$	62.67	43.00%	\$35.72
	Sports Equipment				
	Basketball, Rubber, 29.5", 1 ea	\$	23.92	57.00%	\$10.29
	Soccer Ball, Size 5, 1 ea	\$	27.16	55.00%	\$12.22
	Football, Rubber, 1 ea	\$	26.12	61.00%	\$10.19
	Pump, Metal, Hand, 1 ea	\$	14.94	30.00%	\$10.46
	Basketball Net, Replacement, 1 ea	\$	12.07	40.00%	\$7.24
	Basketball, Synthetic Leather - 29.5", 1 ea	\$	39.99	44.00%	\$22.39
	Property Bags				
	Property Bag, 9"x12" w/2"lip - 200 ea/cs	\$	79.99	24.00%	\$60.79
	Property Bags 10"x13" w/2"lip 200 ea/cs	\$	89.99	24.00%	\$68.39
	Property Bags 14" x 20" w/2" lip 200 ea/case	\$	123.99	24.00%	\$94.23
	Office Supplies: Security Pens, Pencils, Sketch Pads & Paper				
	Pencil, 3" Golf - 144 ea/cs	\$	14.60	59.00%	\$5.99
	Pencil, Flexible 6" Orange - 144ea/cs	\$	47.82	77.00%	\$11.00
	Pen, Ink Blue Washable E Z - Bend Jr, 100 ea/cs	\$	46.33	56.00%	\$20.39
	Envelope, Bus. #10 - 50 ea/bx	\$	2.17	1.00%	\$2.15
	Pen, Max Sec Black Clear Cover - 144 ea/cs	\$	44.60	60.00%	\$17.84
	Tablet, 6x9 Ruled - 6 ea/cs	\$	15.29	20.00%	\$12.23
	TOTAL PRICE FOR CATEGORY 9				\$465.84

1

Hard type value **ONLY** if offering a single % off entire category -->

28%

Insert additional lines if needed

Hard type value **ONLY** if offering a single % off entire category -->

28%

Insert additional lines if needed

Hard type value **ONLY** if offering a single % off entire category -->

15%

Insert additional lines if needed

Hard type value **ONLY** if offering a single % off entire category -->

20%

Personal Hygiene		Hard type value <u>ONLY</u> if offering a single % off entire category -- >		20%	
Brand Name / Model	Price Book/Catalog date of Manufacturers Current published retail price list	List Price	Minimum Discount % Off	Extended Price	

Category#

1

Volume Discount - Clothing & Uniforms

Brand Name / Model	Price Book/Catalog date of Manufacturers Current published retail price list	Minimum Quantity for Volume Discount	Volume Discount % Off
SB5480	Spring 2024	500	8%
BBSSB	Spring 2024	600	8%
Insert additional lines if needed			

2

Volume Discount - Undergarments

Brand Name / Model	Price Book/Catalog date of Manufacturers Current published retail price list	Minimum Quantity for Volume Discount	Volume Discount % Off
Insert additional lines if needed			

3

Volume Discount - Footwear

Brand Name / Model	Price Book/Catalog date of Manufacturers Current published retail price list	Minimum Quantity for Volume Discount	Volume Discount % Off
Insert additional lines if needed			

4

Volume Discount - Personal Hygiene

Brand Name / Model	Price Book/Catalog date of Manufacturers Current published retail price list	Minimum Quantity for Volume Discount	Volume Discount % Off
Insert additional lines if needed			

5

Volume Discount - Mattresses & Linen

Brand Name / Model	Price Book/Catalog date of Manufacturers Current published retail price list	Minimum Quantity for Volume Discount	Volume Discount % Off
Spartan Ripstop Mattress (SS257545RSP, SS307545RSP, SS257545RS, SS307545RS)	Spring 2024	325	8%
Maximum Security Scrim Sealed Mattress (SSPM25754CLSP, SSPM30754CLSP, SSPM25754CLS, SSPM30754CLS)	Spring 2024	325	8%
Maximum Security Clear Sealed Mattress (SSPM25754FCLP, SSPM30754FCLP, SSPM25754FCL, SSPM30754FCL)	Spring 2024	325	8%
Insert additional lines if needed			

6

Volume Discount - Facility - Evidence & Property Storage

Brand Name / Model	Price Book/Catalog date of Manufacturers Current published retail price list	Minimum Quantity for Volume Discount	Volume Discount % Off
Insert additional lines if needed			

7

Volume Discount - Facility - Kitchen

Brand Name / Model	Price Book/Catalog date of Manufacturers Current published retail price list	Minimum Quantity for Volume Discount	Volume Discount % Off

Insert additional lines if needed			
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8

Volume Discount - Facility - Laundry Supplies & Equipment

Brand Name / Model	Price Book/Catalog date of Manufacturers Current published retail price list	Minimum Quantity for Volume Discount	Volume Discount % Off
Insert additional lines if needed			

9

Volume Discount - Recreation Equipment

Brand Name / Model	Price Book/Catalog date of Manufacturers Current published retail price list	Minimum Quantity for Volume Discount	Volume Discount % Off
RS01-BB-RB	Spring 2024	300	8%
RS01-BB-SL	Spring 2024	300	8%
RS01-FB	Spring 2024	300	8%
RS01-SB	Spring 2024	300	8%
Insert additional lines if needed			