Attachment 01
RFP TERMS AND CONDITIONS

For the purposes of this RFP, capitalized words are defined in ORS 279A.010, OAR 125-246-0110 or as defined below:

I. DEFINITIONS

A. Authorized User Data means all data created by or in any way originating with Authorized User, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with Authorized User, whether such data or output is stored on Authorized User's hardware, Contractor's hardware or exists in any system owned, maintained or otherwise controlled by Authorized User or by Contractor. Authorized User or Traveler Data retains ownership of all its information and data (Authorized User Data) that Traveler or Authorized User delivers to Contractor in connection with the utilization of the Services. Contractor may use Authorized User Data for the purposes of providing Services under this Master Agreement and in accordance with Contractor's privacy policy and the Rental Agreement. In all instances, Contractor shall use and maintain Authorized User Data in accordance with all applicable laws, including all applicable data privacy laws and laws relating to the protection of personally identifiable information.

B. Authorized Traveler means the person authorized (for official business) to acquire Services under the Master Agreement.

C. Authorized User includes NASPO, employees of Participating Entities and Purchasing Entities, and Authorized Travelers.

D. Award or **award** means the identification of the entity or individual with whom the Lead State intends to enter into a Master Agreement.

E. Collision Damage Waiver (CDW) or Loss Damage Waiver (LDW) means the insurance coverage waives the right to make the Traveler/Participating Entity pay for damages to the rental vehicle. CDW covers a damage/loss should an accident occur.

F. Confidential Information means any and all information in any form that is marked as confidential or otherwise identified as confidential and is obtained by Proposer in connection with this RFP, including the data or records of the Lead State, the Multistate Sourcing Team, NASPO, or NASPO ValuePoint.

G. Business Day means Monday through Friday, 8:00 a.m. to 5:00 p.m., local time, excluding the Participating State holidays and business closure days. For the purposes of the RFP, means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, excluding State of Oregon holidays and business closure days.

H. Contractor means a Proposer with whom the Lead State executes a Master Agreement resulting from this RFP.

I. Day means a calendar day, unless otherwise indicated.

J. **Deliverable** means a good, product, service, solution, result, labor, or other effort being sought through this RFP.
K. **Interested State** means a state that has requested to be identified as a potential Participating Entity in this RFP.
L. **Lead State** means the State issuing this RFP.
M. **Master Agreement** means a contract, resulting from this RFP, that is executed by and between a successful Proposer and the Lead State, acting on behalf of the members of the NASPO ValuePoint Cooperative Purchasing Program.
N. **Multistate Sourcing Team** means the group of individuals assisting the Lead State with solicitation and contracting activities, which may include development of this RFP, evaluation of proposals, negotiation of Master Agreements, and evaluation of Contractor performance.
O. **NASPO** means the National Association of State Procurement Officials.
P. **NASPO ValuePoint** means the cooperative contracting division of NASPO.
Q. **Participating Addendum** means a contract, referencing and incorporating a Master Agreement, that is executed by and between a Contractor and a Participating Entity and may include Participating Entity-specific requirements and terms.
R. **Participating Entity** means a state, or another entity authorized to enter into a Participating Addendum, that executes a Participating Addendum with a Contractor.
S. **Personal Accident Insurance or (PAI)** covers medical, ambulance, and death benefits to the driver and passengers in the Rental Vehicle.
T. **Product Support** includes system design services, equipment configuration, technical support services, non-third-party equipment installations and non-third-party equipment repair services.
U. **Proposer** means an entity or individual submitting a proposal in response to this RFP.
V. **Proposal** means the document(s), data, information, and other media submitted by a Proposer in response to this RFP, including information submitted directly through OregonBuys and information submitted after the RFP Open Date at the request of the Lead State.
W. **Purchasing Entity** means a state, or another entity authorized to use a Participating Addendum, that issues an Order under a Master Agreement resulting from this RFP through a Participating Entity's Participating Addendum.
X. **Request for Services** means any Authorized User initiated transaction(s), whether in person, in writing, by phone or other electronic means used by a Purchasing Entity to order the Products or Services.
Y. **RFP** means this request for proposals, including all attachments and exhibits and any information posted by the Lead State to OregonBuys, as amended.
Z. **RFP Open Date** means the" Proposal Due Date" identified in Section II.D of the RFP Overview.
AA. **RFP Q&A Deadline** means the date and time identified for "Questions / Requests for Clarification Due" in Section II.D of the RFP Overview.
BB. **Successful Proposer** means the person, organization, or governmental entity to which a notice of intent to award is made.

CC. **Supplemental Liability Insurance (SLI) or Liability Protection (LP)** provides the Traveler and authorized drivers with insurance for third-party liability claims (bodily injuries and property).

DD. Third Party means any unaffiliated person, company, or entity that performs services for a company.

EE. User Information means all information directly or indirectly obtained from Authorized Travelers accessing the Services where such information is obtained by Contractor or by any of its employees, representatives, agents or any Third Parties having contractual privity with Contractor or who are under Contractor's supervision or control.

FF. United Nations Standard Products and Services Code or "UNSPSC" is a taxonomy of products and services for use in eCommerce. It is a four-level hierarchy coded as an eight-digit number, with an optional fifth level adding two more digits.

Terminology specific to the OregonBuys system may be found at https://www.oregon.gov/das/ORBuys/Documents/Phase1TerminologyCrosswalk.pdf

II. GOVERNING LAW AND VENUE

A. This RFP and Proposer's participation in it is governed by and construed in accordance with the laws of the Lead State.

B. The Lead State is issuing this RFP pursuant to its authority under ORS 279A.215 and OAR 125-246-0140, and OAR 125-246-0170(3)(I). The Lead State is using the Competitive Sealed Proposals method, pursuant to ORS 279B.060 and OAR 125-247-0260. The Lead State may use a combination of the methods for Competitive Sealed Proposals, including optional procedures: a) Competitive Range; b) Discussions and Revised Proposals; c) Revised Rounds of Negotiations; d) Negotiations; e) Best and Final Offers; and f) Multistep Sealed Proposals.

C. Venue for any administrative or judicial action relating to this RFP, including evaluation and award, is the Circuit Court of Marion County for the State of Oregon. If a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

D. Proposer and Proposer's participation in this RFP must comply with all applicable federal, state, and local laws, rules, executive orders, and policies, as adopted or modified from time to time.

E. All Deliverables proposed by Proposer must comply with all applicable federal, state, and local laws, rules, executive orders, and policies, as adopted, or modified from time to time.

III. RFP DOCUMENTS

A. RFP Website.

1. OregonBuys is the sole source for official RFP documents and updates. The Lead State may, but is under no obligation to, notify Proposer of updates posted to OregonBuys, including the posting of RFP amendments.
2. Documents from this RFP may be posted on multiple websites, including non-Lead State procurement solicitation boards and the NASPO ValuePoint website, or distributed through other channels, such as email. Such distribution is for advertising and informational purposes only, and documents and information

from sources other than OregonBuys should not be relied upon to develop or submit a proposal. Proposals or questions submitted through any means other than those specified in this RFP will not be addressed or considered by the Lead State.

B. RFP Amendments.

1. The Lead State may, at any time and in its sole discretion, issue one or more amendments to this RFP. Information shared orally or in informal communications will not be considered an amendment unless explicitly stated in the communication or documented in writing on OregonBuys.
2. Proposers may, through the process described in this RFP for asking questions as described in the Attachment 00 Overview, propose amendments to the RFP, including adjustment of deadlines. The Lead State is not obligated to consider any proposed amendment.
3. The Lead State may extend any deadline given to Proposers during the RFP process or modify any other portion of the RFP.
4. The Lead State may make clarifications to the RFP at any time.
5. Proposer is wholly responsible for reviewing amendments and updates to OregonBuys, acknowledging amendments as required, and submitting a proposal that is responsive to and compliant with the RFP as amended.

C. Waiver.

1. The Lead State may issue an Amendment to the RFP waiving any requirement in this RFP, at any time, if the Lead State determines that waiver is in the best interest of the Lead State and potential Participating Entities and Purchasing Entities.
2. Waiver of a requirement will not be construed as waiver of any other requirement in this RFP.
3. The Lead State may waive minor irregularities or defects in a Proposer's proposal in accordance with OAR 125-247-0470.

D. Questions, and Requests for Clarifications. All inquiries, whether relating to the RFP process, administration, deadline, or method of award, or to the intent or technical aspects of the RFP must be delivered to the SPC via an OregonBuys submission and must be received on or before the due date and time for Questions/Requests for Clarification identified in the Schedule in the Overview Attachment. The Request must include the OregonBuys RFP number, the Proposer's name and contact information, and refer to the specific area of the RFP being questioned (i.e. page, section and paragraph number).

E. Conflicting Provisions, Ambiguities, and Other Issues with the RFP and its Attachments.

1. The following should be brought to the attention of the Lead State using the process described in this RFP for asking questions or, if applicable, by filing a protest using the process described in Attachment 6, Protest Information:
   - **a.** Any alleged conflict among the materials composing this RFP; and
   - **b.** Any alleged issue relating to the content of this RFP, including instructions, requirements, or specifications alleged to be ambiguous, unduly restrictive, erroneous, anticompetitive, or unlawful.

2. Any protest, claim, dispute, or action based upon a conflict or issue described in Subsection 1.a or Subsection 1.b will be filed no later than the due date for solicitation questions or protests.

IV. PROPOSALS

A. **NASPO ValuePoint eMarketPlace.** Participation in the NASPO ValuePoint eMarketPlace by Offerors awarded a Master Agreement resulting from this RFP is mandatory. By submitting a proposal, Offeror agrees to comply with the requirements, terms, and conditions related to the NASPO ValuePoint eMarketPlace set forth in Attachment 8, Sample Master Agreement

B. **RFP Open Date.** A Proposal (including all required submittal items) must be received by the RFP Contact on or before the RFP Open Date. All Proposal modifications or withdrawals must also be received prior to Opening. A Proposal received after the RFP Open Date is considered LATE and will NOT be accepted for evaluation. A late Proposal will be returned to the Proposer or destroyed.

C. **Submittals.** Proposals must address each of the items listed in Attachment 5 or 5.1, Proposer Response Worksheet and all other requirements set forth in this RFP. A Proposal that merely offers to provide the Products and Services as stated in this RFP may be considered non-Responsive to this RFP and will not be considered further. The Proposal should not include extensive artwork, unusual printing, or other materials not essential to the utility and clarity of the Proposal. Do not include marketing or advertising material in the Proposal, unless requested. The Proposal should be straightforward and address the requests of the RFP. Proposer must submit the Proposal, including all Attachments in one of the following formats: Adobe Acrobat (pdf), Microsoft Word (docx), or Microsoft Excel (xlsx). The Cost Proposal must be submitted on Attachment 4, as a separate electronic file.

D. **Late Delivery or Non-delivery of Proposal.** Proposer is wholly responsible for ensuring Proposer's Proposal is complete and submitted timely to the Lead State in the format required by this RFP. The Lead State will not accept a proposal after the RFP Open Date.

E. **Proposal Modification, Withdrawal, and Alternate Proposals.**

1. Proposer is expected to submit Proposer's most favorable terms and pricing in its original Proposal submitted by the RFP Open Date. The Lead State is under no obligation to provide Proposer an opportunity to modify or submit an addendum to Proposer's original Proposal or to submit another Proposal, including a best and final offer, prior to final evaluation and award.
2. If a Proposer wishes to make modifications to a submitted Proposal, the Proposer must submit its modification before the RFP Open Date in the method for submitting Proposals set forth in Section II.F of the RFP Overview.
3. If a Proposer wishes to withdraw a submitted Proposal, Proposer must submit a Written notice of its intent to withdraw, signed by an authorized representative, to the RFP Single Point of Contact (SPC) via email prior to the RFP Open Date in accordance with OAR 125-247-0440. To be effective, the notice must include the RFP Number.
4. Alternate Proposals will not be accepted unless otherwise specified in this RFP.

F. **Clarifications by the RFP Contact.** If the Proposal is unclear, the RFP SPC may request clarification from Proposer. However, clarifications may not be used to rehabilitate a non-Responsive Proposal. If the RFP SPC finds the Proposal non-Responsive, the Proposal may be rejected.

G. **Cost Proposal.**

1. Proposer must complete all required elements of Attachment 4, Cost Proposal, including (Attachments 4-1 and 4-2) (including the NASPO ValuePoint administrative fee and any other fees and charges) and Attachment 4-1 and 4-2. The format and structure of the Cost Proposal is intended to allow for a fair evaluation of like costs among Proposers. **Deviation from the format or structure of the Cost Proposal will result in Proposer's Proposal being deemed non-responsive.**
2. Proposer shall not modify or alter the formulas included in Attachment 4-1 and 4-2. **Alteration or modification of the formulas included in Attachment 4-1 and 4-2 will result in Proposer's proposal being deemed non-responsive.**
3. Proposer is wholly responsible for ensuring figures and calculations submitted in Proposer's completed Cost Proposal are accurate.
4. **Inclusion of cost or pricing information in any document other than the Cost Proposal may result in Proposer's proposal being deemed non-responsive.**
5. Proposer's proposed costs must include all fees and charges, including fees or charges for shipping, delivery, credit card payments, and personnel. All costs proposed by Proposer must also include the NASPO ValuePoint administrative fee. Proposed costs incorporated into a Master Agreement resulting from this RFP represent not-to-exceed pricing and minimum discounts, where applicable. Except as permitted by this section, pricing offered to Participating Entities and Purchasing Entities must be no lower than set forth in the Master Agreement.
6. A Participating Addendum may also require payment of an additional administrative fee by Contractors to a Participating Entity based on sales to Purchasing Entities within the jurisdiction of the Participating Entity. Unless otherwise negotiated by the Participating Entity, Contractor may adjust the Master Agreement pricing incorporated into the Participating Entity's Participating Addendum by an amount not to exceed the Participating Entity's fee. Such adjustments will have no effect on the NASPO ValuePoint administrative fee, pricing in the Master Agreement, or pricing offered to Purchasing Entities outside the jurisdiction of the Participating Entity.

H. **Proposed Modifications to the Sample Master Agreement.**

1. The Lead State may, but is not obligated to, consider proposed modifications to Attachment 8, Sample Master Agreement. Provisions of the Sample Master Agreement that are generally inapplicable to, incompatible with, or unsuitable for the subject of this RFP should be brought to the attention of the Lead State using the process described in this RFP for asking questions and will be addressed only at the sole discretion of the Lead State.
2. The Lead State is willing to negotiate some provisions of the Master Agreement, but the Lead State is not obligated to negotiate any provision. The Lead State is

not required to accept any proposed modifications to Attachment 8, Sample Master Agreement. The Lead State will not negotiate the following:

- Choice of law
- Choice of venue
- Federal or State Constitutional requirements
- Any and all federal and state law rules, requirements, policies and procedures
- Any provisions related to NASPO or the NASPO ValuePoint Administrative Fee.

3. Proposer-specific modifications to Attachment 8, Sample Master Agreement, may be proposed as part of Proposer's proposal in Attachment 10, Proposed Modifications to Sample Master Agreement, but **modifications are strongly discouraged.** The quantity, breadth, and nature of modifications proposed by Proposer may be considered in the evaluation of Proposer's Proposal and of its risks, costs, and benefits to the Lead State and potential Participating Entities and Purchasing Entities. **Proposing excessive or overly restrictive modifications, or proposing modifications upon which Proposer's Proposal is conditioned, may result in Proposer's Proposal being deemed non-responsive.**
4. Proposer may propose additional terms but must include them in Attachment 10, Proposed Modifications to Sample Master Agreement and must clearly identify where any terms conflict with the Sample Master Agreement.
5. Any negotiated modifications to Attachment 8, Sample Master Agreement are subject to approval by the Oregon Department of Justice and NASPO ValuePoint.
6. If Proposer is awarded a Master Agreement resulting from this RFP, a comparison of Attachment 8, Sample Master Agreement and Proposer's accepted modifications thereto may be posted on the NASPO ValuePoint website for examination by potential Participating Entities and Purchasing Entities.

I. Proposal Contact. The Proposal Contact identified by Proposer in Attachment 3, Proposer Information, Acknowledgements, and Certifications must be able to respond timely to communications from the Lead State. Proposer must, within 24 hours, notify the Lead State of any change to Proposer's Proposal Contact. Proposer is wholly responsible for ensuring communications received by Proposer's Proposal Contact are reviewed and addressed timely by the appropriate personnel.

J. Costs of Submitting a Proposal and Participating in the RFP. Proposer shall pay all costs incurred by Proposer in connection with Proposer's Proposal, including: the costs to prepare and submit the Proposal, costs of samples and other supporting materials, costs to participate in discussions, clarifications, and all costs associated with the submittal of any questions, requests for clarification or protest(s) of the RFP or the Notice of Intent to Award

K. Firm Offer. Proposer's Proposal is a firm offer for 180 days following the RFP Open Date.

L. Ownership and Disclosure of Proposals.

1. All Proposals submitted in response to this RFP become the property of the Lead State. Proposals, including supporting materials, will not be returned to Proposer,

except in the case of Proposals that were submitted late and rejected by the Lead State.

2. By submitting a Proposal in response to this RFP, Proposer grants the Lead State a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the proposal solely for the purpose of evaluating the Proposal, negotiating a Master Agreement, if awarded to Proposer, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Law (ORS 192.311 through 192.478). Proposals may also be:
    - **a.** Shared with NASPO members;
    - **b.** Shared with entities represented on the Multistate Sourcing Team;
    - **c.** Posted to the NASPO ValuePoint website following execution of Master Agreements for examination by potential Participating Entities and Purchasing Entities;
    - **d.** Subject to disclosure in accordance with applicable public information laws, rules, and policies; and
    - **e.** Subject to retention, archiving, and destruction in accordance with applicable retention laws, rules, and policies.
3. If Proposer is claiming any portion of its Proposal as confidential, proprietary, or protected, Proposer must complete the required sections of Attachment 9, Claim of Business Confidentiality, and submit with Proposer's Proposal a redacted copy of Proposer's Proposal, which must be clearly marked as such. Proposer may not mark pricing or Proposer's entire Proposal as confidential, proprietary, or protected. Submission of a Claim of Business Confidentiality does not guarantee that information claimed by Proposer as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. If Proposer fails to submit a redacted copy of Proposer's Proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Proposer 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.

M. Confidential Information. If Proposer is provided or given access to Confidential Information in connection with this RFP, Proposer will keep the Confidential Information in confidence and will not use the Confidential Information for any purpose other than as directed by the Lead State and as necessary to respond to this RFP. Unless otherwise directed by the Lead State, Proposer shall destroy Confidential Information within 30 days of the cancellation of this RFP, rejection or withdrawal of Proposer's Proposal, or execution of a Master Agreement between the Lead State and Proposer.

N. Required Signatures. Proposer's failure to have an authorized representative sign Proposer's Proposal, including required attachments with signature blocks, may result in rejection of the Proposal by the Lead State.

V. RIGHTS RESERVED TO THE LEAD STATE

A. RFP Contact and Multistate Sourcing Team.

1. The Lead State may change the RFP Contact at any time. The Lead State will notify prospective Proposers of the change via an amendment to this RFP, an email to the Proposer's Proposal Contact, or an update to OregonBuys.
2. The Lead State is not required to disclose the composition of the Multistate Sourcing Team and may, at any time and without notice, change the composition of the Multistate Sourcing Team, provided the composition complies with the Lead State's laws, rules, and policies.

B. Consideration of External Information. The Lead State and Multistate Sourcing Team may consult external sources and consider external information to confirm the responsibility of Proposer, the responsiveness of Proposer's Proposal, and the veracity of any representation made by Proposer. Proposer will be given a reasonable opportunity to respond to any external information obtained by the Lead State and Multistate Sourcing Team that materially and negatively affects evaluation of Proposer's Proposal. External information does not include information obtained from references provided by Proposer.

C. Waiver of Minor Irregularities and Mistakes. The Lead State may waive minor irregularities and mistakes in accordance with OAR 125-247-0470.

D. Rejection of Proposals.

1. Pursuant to ORS 279B.100, the Lead State may reject any or all Proposals in-whole or in-part or may cancel this RFP at any time when the rejection or cancellation is in the best interest of the Lead State, as determined by the Lead State.
2. The Lead State may also reject a Proposal for any of the following reasons:
    - **a.** The Proposal is non-Responsive;
    - **b.** Proposer fails to substantially comply with all prescribed RFP procedures and requirements, including the requirement that Proposer's authorized representative sign the Proposal;
    - **c.** Proposer has undisclosed liquidated and delinquent debt owed to the Lead State or any agency, board, commission, department or division of the Lead State;
    - **d.** Proposer fails to meet the responsibility requirements of ORS 279B.110;
    - **e.** Proposer makes any contact regarding this RFP with State representatives such as State employees or officials other than the RFP Contact or persons authorized by the RFP Contact, or inappropriate contact with the RFP Contact;
    - **f.** Proposer attempts to influence a member of the Multistate Sourcing Team or commits a violation of any procurement law, rule, or policy; or
    - **g.** Proposer's Proposal is conditioned on the Lead State's acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in this RFP or RFP amendment(s).

E. Cancellation.

1. The Lead State may cancel this RFP at any time if the Lead State determines that cancellation is in the best interest of the Lead State and potential Participating Entities and Purchasing Entities.

2. Following cancellation, the Lead State may, at its discretion, re-issue this RFP or issue another RFP for the same or similar Products and Services.
3. The Lead State is not liable to any Proposer for any loss or expense caused by or resulting from the delay, suspension, or cancellation of this RFP or a Master Agreement award, or the rejection of any Proposal.

F. No Exclusivity.

1. Master Agreements resulting from this RFP will be established solely for the benefit of Participating Entities and Purchasing Entities. The Lead State, Participating Entities, and Purchasing Entities may obtain the same or similar Products and Services from other sources when in their best interest and permitted by applicable law, rule, or policy.
2. The Lead State may, at its discretion, issue a supplemental solicitation during the term of a Master Agreement resulting from this RFP if the Lead State determines that:
    - **a.** There is insufficient competition among Contractors awarded a Master Agreement resulting from this RFP;
    - **b.** The quantity or diversity of Products and Services available through Master Agreements resulting from this RFP is insufficient to meet demand; or
    - **c.** Changes in the industry, market, or technology justify the solicitation of new or supplemental Contractors or Products and Services.

G. Mandatory State Preferences. The Lead State may apply mandatory evaluation preferences to Proposals of eligible Proposers as set forth in applicable laws, rules, policies, or provisions of this RFP. Proposer is wholly responsible for demonstrating eligibility for any applicable preference in Proposer's Proposal, including identification of applicable Business Certifications in Attachment 3, Proposer Information, Acknowledgements, and Certifications. Proposers that meet the requirements for award with an applied preference, but who would not have received an award without an applied preference may be awarded a contract for use by the Lead State but will not be awarded a NASPO ValuePoint Master Agreement for use by other states and eligible entities.

H. Award of Less than All Services or Portion of a Proposal. The Lead State may award Master Service Agreement(s) for all or less than all of the Categories of Services and Minimum Qualifications as set forth in Attachment 2. The Lead State may accept any item or combination of items specified in the RFP or of any Proposal unless the Proposer expressly restricts an item or combination of items in its Proposal and conditions its response on receiving all items for which it provided a Proposal. In the event that the Proposer so restricts its Proposal, the Lead State may consider the Proposer's restriction and evaluate whether the award on such basis will result in the best value to the members of the NASPO ValuePoint Cooperative Purchasing Program.

I. Conditional Awards.

1. Award of a NASPO ValuePoint Master Agreement by the Lead State is conditioned upon the following:
    - **a.** Approval by NASPO ValuePoint;

b. Approval by any individual or group of individuals required to approve Lead State awards, including but not limited to legal counselor an agency head;
c. Continued eligibility for award following resolution of any protests received by the Lead State; and

2. Execution of a NASPO ValuePoint Master Agreement by the Lead State is conditioned upon the following:
   a. Approval by NASPO ValuePoint, if changes to NASPO ValuePoint terms and conditions are made;
   b. Approval by any individual or group of individuals required to approve Lead State contracts, including but not limited to legal counsel or an agency head;
   c. Continued eligibility for award following resolution of any protests received by the Lead State; and
   d. Negotiation of Master Agreement terms, conditions, and discount percentage off satisfactory to the Lead State, awarded Proposer, and NASPO ValuePoint.
3. Approval of awards and Master Agreements may be in whole or in part.
4. Awards and Master Agreements not approved by NASPO ValuePoint may, at the Lead State's option, result in a contract for use by the Lead State only.
5. Proposer 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 Master Agreement.
6. Nothing in this section affects Proposer's right to file a protest in accordance with Attachment 00, RFP Overview, sub section VIII.

J. Term. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement resulting from this RFP for the purpose of making the Master Agreement coterminous with others. If this RFP is a re-solicitation of an existing NASPO ValuePoint portfolio, the Lead State may, at its option, defer the effective date of Master Agreements resulting from this RFP to reduce or eliminate overlap in portfolio terms.

VI. POTENTIAL PARTICIPATING ENTITIES

A. Interested States.

1. States that have requested to be named in this RFP as potential participants in the resulting Master Agreement(s) are listed as Interested States in Attachment 6, Potential Participation. This list neither guarantees execution of a Participating Addendum by an Interested State nor precludes execution of a Participating Addendum by any state or entity not identified as an Interested State.
2. The Estimated Annual Volume in Attachment 6, Potential Participation aggregates usage estimates, self-reported by the Interested States, which may be based on any factor considered relevant by each Interested State, including historical usage and anticipated future usage. No minimum or maximum level of sales volume is guaranteed or implied.

3. Some Interested States have also provided state-specific terms and conditions that may apply to a Participating Addendum executed with a Proposer awarded a Master Agreement through this RFP. Any terms and conditions included in Attachment 6, Potential Participation (and separately on Attachments 6-1 to 6-7 are being provided for informational purposes only and will not be incorporated into the Master Agreement or addressed or negotiated by the Lead State. Participation and the terms and conditions applicable to each Participating Entity will be determined by the Participating Entity following negotiation of a Participating Addendum with a Contractor.

B. Eligible Participating Entities. In addition to the Interested States, other member states of NASPO or political subdivisions of member states or other entities as authorized by a member state may issue Participating Addenda under this RFP and the resulting Master Agreement(s) in a form substantially similar to Attachment 6-1 to 6-7. Additionally, NASPO may issue a Participating Addendum to address its rights under the Master Agreement(s) and for its own use, in a form substantially similar to Attachment 6-1.

C. Authorized Users (Purchasing Entities). Use of a Participating Addendum by a Purchasing Entity is subject to the consent of the applicable Participating Entity. Execution of a Participating Addendum by a non-State eligible entity is subject to applicable law and the approvals of the Chief Procurement Official of the state in which the entity is located.

VII. APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS

Proposers that are awarded a Master Agreement under this RFP will be required to submit additional information and comply with the following:

A. Insurance. Prior to award, Proposer shall secure and demonstrate to the Lead State proof of insurance as required in this RFP or as negotiated. Insurance Requirements are found in Exhibit B of Attachment 8.

B. Taxpayer Identification Number. Proposer shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form when requested by the Lead State or when the backup withholding status or any other relevant information of Proposer has changed since the last submitted W-9 form, if any.

C. Business Registry. If selected for award, Proposer shall be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Master Agreement. Visit http://sos.oregon.gov/business/pages/register.aspx for Oregon Business Registry information. If Proposer believes it is exempt from this requirement, Proposer shall claim an exemption and provide the Lead State with the reason for the exemption.

D. Pay Equity Certification. If selected for award and the Master Agreement value exceeds $500,000 and Proposer employs 50 or more full-time workers, Proposer shall submit to the Lead State a true and correct copy of an unexpired Pay Equity Compliance Certificate, issued to the Proposer by the Oregon Department of Administrative Services. For instructions on how to obtain the Certificate, visit https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx. ORS 279B.110(2)(f) requires that Proposer provide this certification prior to execution of the Master Agreement.