

# **REQUEST FOR PROPOSALS for SNOWPLOW & GRADER CUTTING EDGES**

**Issued by  
THE STATE OF VERMONT**



**In collaboration with**



**ISSUE DATE:** May 3, 2023  
**QUESTIONS DUE :** May 25, 2023 – 4:30 PM (EST)  
**RFP RESPONSES DUE BY:** June 12, 2023 – 4:30 PM (EST)

**RFP WEBSITE:** <http://www.bgs.state.vt.us/pca/bids/bids.php>

## RFP SUMMARY

### I. OVERVIEW

This Request for Proposals (RFP) is being issued by the State of Vermont ("Lead State") in collaboration with the NASPO ValuePoint cooperative purchasing program. The purpose of this RFP is to establish Master Agreements with qualified Offerors to provide various types of **Snowplow and Grader Cutting Edges**, in accordance with the attached detailed specifications for all Participating States.

While the primary purpose of this solicitation is to select an Offeror(s) who can offer the Products or Services for all members participating in the NASPO ValuePoint Cooperative Purchasing Program, Offerors are permitted to submit a Proposal on more limited geographical areas, but not less than one entire member State. Offerors must clearly describe the geographical limits (e.g. by State name) if proposing a geographical area less than that of all member States. However, if an Offeror elects to submit a Proposal for a single State then the Offeror must be willing to supply the entire State and will not be allowed to add additional States following award or at any time during the term of the contract or any renewals.

#### **ABOUT NASPO VALUEPOINT**

NASPO ValuePoint is a division of the National Association of State Procurement Officials (NASPO), a non-profit association dedicated to advancing public procurement through leadership, excellence, and integrity. In accordance with NASPO ValuePoint's Lead State™ model, the Lead State is issuing this RFP, evaluating responses, and establishing Master Agreements with the support and assistance of a Multistate Sourcing Team™ composed of individuals from other member states, representing a broad range of perspectives that ensure the RFP incorporates best practices recognized by public entities across the country.

NASPO ValuePoint does not charge fees to NASPO members or other potential users, including state departments, institutions, agencies, and political subdivisions, federally recognized tribes, and other eligible public and nonprofit entities in the 50 states, the District of Columbia, and U.S. territories, to use NASPO ValuePoint Master Agreements. By leveraging the collective volume of potential purchases nationwide, NASPO ValuePoint is able to offer customers the best value in cooperative contracting while giving vendors the opportunity to reach multiple markets through a single solicitation. In 2021, contractors recorded a combined **\$16.94** billion in sales through NASPO ValuePoint Master Agreements awarded through cooperative solicitations like this RFP, including a combined **\$10.02** million in sales through the current Snowplow Cutting Edges portfolio.

More information about NASPO and NASPO ValuePoint can be found at [www.naspo.org](http://www.naspo.org) and [www.naspovaluepoint.org](http://www.naspovaluepoint.org).

### II. GENERAL INFORMATION AND INSTRUCTIONS

- A. RFP Contact.** All communications concerning this RFP are to be addressed in writing to the State Contact listed below. Actual or attempted contact with any other individual from the State concerning this RFP is strictly prohibited and may result in disqualification.

Bill Vivian  
State Purchasing Agent  
State of Vermont, Office of Purchasing and Contracting  
[Bill.Vivian@Vermont.gov](mailto:Bill.Vivian@Vermont.gov)

**B. RFP Website.** The following website is the sole official source for RFP information and updates:

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND ADDENDUMS ASSOCIATED WITH THIS SOLICITATION WILL BE POSTED AT:

<http://www.bgs.state.vt.us/pca/bids/bids.php>

THE LEAD STATE WILL MAKE NO ATTEMPT TO CONTACT INTERESTED PARTIES WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH BIDDER TO PERIODICALLY CHECK THE ABOVE WEBPAGE FOR ANY AND ALL NOTIFICATIONS, RELEASES AND ADDENDUMS ASSOCIATED WITH THIS SOLICITATION.

**C. RFP Documents.** This RFP consists of this RFP Summary, the following attachments, and any information or materials posted by the Lead State to the RFP Website, as amended:

1. Attachment A, RFP Terms and Conditions
2. Attachment B, Scope of Work
3. Attachment C Standard State Provisions for Contracts and Grants
4. Attachment D, RFP Evaluation Plan
5. Attachment E, Sample Master Agreement Terms and Conditions
6. Attachment F, Potential Participation
7. Attachment G, Certificate of Compliance
8. Attachment H, Offeror Response Worksheet
9. Attachment I, Cost Proposal
10. Attachment J, Proposed Modifications to Sample Master Agreement
11. Attachment K, Claim of Business Confidentiality

**D. Important Dates.**

1. **RFP Issue Date:** May 3, 2023
2. **RFP Q&A Deadline:** May 25, 2023
3. **RFP Close Date:** June 12, 2023

Dates and deadlines are subject to change. Offerors should continue checking the RFP Website for the most up-to-date information.

**E. How to Ask Questions.**

1. **Read and review this RFP, including all attachments, exhibits, and amendments.**
2. Any bidder requiring clarification of any section of this RFP or wishing to comment on any requirement of the RFP must submit specific questions in writing no later than the deadline for question indicated on the first page of this RFP. Questions may be e-mailed to the point of contact on the front page of this RFP and must reference the specific section of the RFP to which the question relates. Questions or comments not raised in writing on or before the last day of the question period are thereafter waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site <http://www.bgs.state.vt.us/pca/bids/bids.php> . Every effort will be made to post this information as soon as possible after the question period ends, contingent on the number and complexity of the questions.
3. For assistance with technical issues associated with the RFP Website, contact the Single Point of Contact identified under A, above.

**F. How to Respond.**

- 1. Read and review this RFP, including all attachments, exhibits, and amendments.**
- 2. Prepare a proposal that:**
  - a.** Follows the requested format;
  - b.** Include the NAME OF THE RFP on all materials making up the proposal;
  - c.** Addresses each question and request for a response in this RFP, including all questions in Attachment H, Offeror Response Worksheet;
  - d.** Clearly demonstrates your ability to meet the Scope of Work described in Section III and Attachment B; and
  - e.** Includes all required submissions identified in Section IV.
- 3. Submission Instructions:**
  - a.** CLOSING DATE: Bids must be received by the State by the due date specified on the front page of this RFP. Late bids will not be considered.
    - i. The State may, for cause, issue an addendum to change the date and/or time when bids are due. If a change is made, the State will inform all bidders by posting at the webpage indicated on the front page of this RFP.
    - ii. There will not be a public bid opening. However, the State will record the name, city and state for any and all bids received by the due date. This information will be posted as promptly as possible following the due date online at: <https://bgs.vermont.gov/content/opc-bid-tabulation-sheets-0> . Bidders are hereby notified to review the information posted after the bid opening deadline to confirm receipt of bid by the State. Any bidder that submitted a bid, and is not listed on the bid tabulation sheet, shall promptly notify the State Contact listed on the front page of this RFP. Should a bidder fail to notify the State Contact listed on the front page of this RFP within two weeks of posting the bid tabulation sheet, the State shall not be required to consider the bid.
  - b.** BID DELIVERY INSTRUCTION:
    - i. ELECTRONIC: Only Electronic bids will be accepted.
    - ii. E-MAIL BIDS. Emailed bids will be accepted. Bids will be accepted via email submission to [SOV.ThePathForward@vermont.gov](mailto:SOV.ThePathForward@vermont.gov). **USE EMAIL SUBJECT LINE: SNOWPLOW AND GRADER CUTTING EDGES.** Bids must consist of a single email with a single, digitally searchable PDF attachment containing all components of the bid. Multiple emails and/or multiple attachments will not be accepted.
    - iii. There is an attachment size limit of 40 MB. It is the Bidder's responsibility to compress the PDF file containing its bid if necessary, in order to meet this size limitation.
    - iv. FAX BIDS: Faxed bids will not be accepted.

**III. SCOPE OF WORK**

A detailed description of the Deliverables being sought through this RFP is attached as Attachment B, Scope of Work.

The scope of this RFP and its resulting Master Agreement(s) is intended to benefit all state departments, institutions, agencies, and political subdivisions and other eligible public and nonprofit entities in the 50 states, the District of Columbia, and U.S. territories. Therefore, **Offerors should not interpret the Scope of Work to be associated with or limited to any specific purchase, implementation, project, need, or program** within the Lead State or any other state or eligible entity. Proposals should be generally applicable to all potential Participating and Purchasing Entities, except where specificity is requested.

The initial term of the Master Agreement(s) resulting from this RFP is anticipated to be 5 years, with the option to exercise renewals totaling up to an additional two (2) years following the initial term, upon mutual agreement by the Lead State and Contractor.

#### IV. OFFEROR RESPONSE

**A. Required Submissions.** The following must be submitted with your proposal:

1. Any response required to be submitted directly through the RFP Website;
2. Completed and signed Attachment G, Certificate of Compliance
3. Completed Attachment H, Offeror Response Worksheet
4. Completed Attachment I, Cost Proposal, submitted as a separate document and separate file, if submitting electronically
5. Completed Attachment J, Proposed Modifications to Sample Master Agreement
6. Redlined copy of Attachment J, Sample Master Agreement, if proposing modifications
7. Completed and signed Attachment K, Claim of Business Confidentiality
8. Redacted copy of proposal clearly marked as such, if claiming confidential, proprietary, or protected information

**B. Other Documents.** The following are informational only and do **not** need to be submitted with your proposal:

1. Attachment A, RFP Terms and Conditions
2. Attachment B, Scope of Work
3. Attachment C, State of Vermont - Standard State Contract with its associated attachments, including but not limited to, Attachment C: Standard State Provisions for Contracts and Grants (December 15, 2017)
4. Attachment D, Evaluation Plan
5. Attachment E, Sample Master Agreement
- Attachment F, Potential Participation

#### **C. Content and Format of Response**

The content and format requirements listed below are the minimum requirements for State evaluation. These requirements are not intended to limit the content of a Bidder's proposal. Bidders may include additional information or offer alternative solutions for the State's consideration. However, the State discourages overly lengthy and costly proposals, and Bidders are advised to include only such information in their response as may be relevant to the requirements of this solicitation.

1. The bid should include a Cover Letter and Technical Response and Price Schedule.

##### **a. COVER LETTER:**

- i. **Confidentiality.** To the extent your bid contains information you consider to be proprietary and confidential, you must comply with the following requirements concerning the contents of your cover letter and the submission of a redacted copy of your bid (or affected portions thereof).

All responses to this solicitation will become part of the contract file and will become a matter of public record under the State's Public Records

Act, 1 V.S.A. § 315 et seq. (the “Public Records Act”). If your response must include material that you consider to be proprietary and confidential under the Public Records Act, your cover letter must clearly identify each page or section of your response that you consider proprietary and confidential. Your cover letter must also include a written explanation for each marked section explaining why such material should be considered exempt from public disclosure in the event of a public records request, pursuant to 1 V.S.A. § 317(c), including the prospective harm to the competitive position of the bidder if the identified material were to be released. Additionally, you must include a redacted copy of your response for portions that are considered proprietary and confidential. Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire pages, or to redact the titles/captions of tables and figures. Under no circumstances may your entire response be marked confidential, and the State reserves the right to disqualify responses so marked.

- ii. **Exceptions to Contract Terms and Conditions.** If a Bidder wishes to propose an exception to any terms and conditions set forth in the Standard Contract Form and its attachments, such exceptions must be included in the cover letter to the response. Failure to note exceptions when responding to this solicitation will be deemed to be acceptance of the State contract terms and conditions. If exceptions are not noted in the response to this solicitation but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State. Note that exceptions to contract terms may cause rejection of the proposal.

## V. EVALUATION AND AWARD PROCESS

- A. Proposals will be sealed until the RFP Close Date. After opening, proposals will be evaluated in stages as set forth in this section and further detailed in Attachment C, RFP Evaluation Plan.

1. **Stage 1: Initial Responsiveness.** Proposals will be reviewed for completeness and initial responsiveness. Proposals omitting required documents or responses may be rejected in accordance with Attachment A, RFP Terms and Conditions.
2. **Stage 2: Mandatory Minimum Requirements.** Complete and responsive proposals will be reviewed for compliance with mandatory minimum requirements. Proposals failing to meet or exceed all Mandatory Minimum Requirements identified in Attachment D, RFP Evaluation Plan may be rejected in accordance with Attachment A, RFP Terms and Conditions.
3. **Stage 3: Technical Criteria.** Proposals meeting or exceeding the Mandatory Minimum Requirements will be evaluated against the Technical Criteria set forth in Attachment D, RFP Evaluation Plan.
4. **Stage 4: Cost.** Cost Proposals for proposals not rejected following evaluation of Technical Criteria will have their costs evaluated as set forth in Attachment D.

Cost Proposals may also be subject to an independent review for reasonableness and best value by the Lead State. Costs determined not to be reasonable or best-value by the Lead State may result in all or part of Offeror’s proposal being rejected, notwithstanding the results of the Cost Proposal evaluation.

5. Scores from the Stage 3: Technical Evaluation and Stage 4: Cost Evaluation will be summed up to arrive at a single combined score vendor.

6. Upon completion of the evaluation process, the State may select one or more bidders with which to negotiate a contract, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State. In the event State is not successful in negotiating a contract with a selected bidder, the State reserves the option of negotiating with another bidder, or to end the proposal process entirely.

- a. **Best and Final Offer (BAFO).** At any time after submission of Responses and prior to the final selection of Bidder(s) for Contract negotiation or execution, the State may invite Bidder(s) to provide a BAFO. The state reserves the right to request BAFOs from only those Bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.

7. Awards will be made under the provisions of 29 V.S.A. § 903. The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time if such award is deemed to be in the best interest of the State.

After evaluations are completed, the Lead State and Multistate Sourcing Team will determine which proposals are most advantageous to the Lead State and potential Participating and Purchasing Entities, based on a natural break as set forth in Attachment C, RFP Evaluation Plan.

- B. Prior to announcement of awards and execution of Master Agreements, the Lead State will present an award recommendation to the NASPO ValuePoint Executive Council for approval of the proposed awards.
- C. Following approval of the NASPO ValuePoint Executive Council, the Lead State will issue an intent-to-award announcement on its electronic procurement system. Subsequent to posting of the Notice of Intent of Award, the Lead State will begin formalization of NASPO ValuePoint Master Agreements. The Lead State reserves the right during contract negotiation of the Master Agreement to adjust terms and conditions that would not (in the Lead State's judgment) have a material effect on price, schedule, scope of work, or risk to the Lead State and Participating States, with materiality defined in terms of the effect on the evaluation and award. The Lead State reserves the right to accept contract or pricing changes that are more favorable to the Lead State.

***{Remainder of page intentionally left blank}***



## Attachment A RFP TERMS AND CONDITIONS

This RFP and Offeror's participation therein is subject to the following terms and conditions:

### I. DEFINITIONS

- A. **Award** or **award** means the identification of Offerors eligible to execute a Master Agreement following completion of the Multistate Sourcing Team's evaluation.
- B. **Acceptance** means a written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.
- C. **Acceptance Testing** means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.
- D. **Confidential Information** means any and all information in any form that is marked as confidential or would by its nature be deemed confidential and is obtained by Offeror in connection with this RFP, including but not limited to the data or records of the Lead State, the Multistate Sourcing Team, NASPO, or NASPO ValuePoint.
- E. **Contractor** means an Offeror with whom the Lead State executes a Master Agreement resulting from this RFP.
- F. **Deliverable** means a good, product, service, solution, result, labor, or other effort being sought through this RFP.
- G. **Interested State** means a state that has requested to be identified as a potential Participating Entity in this RFP.
- H. **Lead State** means the State issuing this RFP.
- I. **Master Agreement** means a contract, resulting from this RFP, that is executed by and between a successful Offeror and the Lead State, acting in collaboration with NASPO ValuePoint.
- J. **Multistate Sourcing Team** means the group of individuals assisting the Lead State with solicitation and contracting activities, which may include but are not limited to development of this RFP, evaluation of proposals, negotiation of Master Agreements, and evaluation of Contractor performance.
- K. **NASPO** means the National Association of State Procurement Officials.
- L. **NASPO ValuePoint** means the cooperative contracting division of NASPO.
- M. **Offeror** means an entity submitting a proposal in response to this RFP.
- N. **Order** means a purchase order, sales order, agreement, or other document used by a Purchasing Entity to commit funds in exchange for a Contractor's delivery of one or more Deliverables.
- O. **Participating Addendum** means a contract, referencing a Master Agreement, that is executed by and between a Contractor and a Participating Entity and may include Participating Entity-specific requirements and terms.
- P. **Participating Entity** means a state, or another entity authorized to enter into a Participating Addendum, that executes a Participating Addendum with a Contractor.
- Q. **Proposal** or **proposal** means an Offeror's submission in response to this RFP, including information submitted directly through the RFP Website and information submitted after the RFP Close Date at the request of the Lead State.
- R. **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.



- S. **RFP** means this request for proposals, including all attachments and exhibits and any information posted by the Lead State to the RFP Website, as amended.
- T. **RFP Close Date** means the date identified in Section II.D.4 of the RFP Summary.
- U. **RFP Contact** means the individual identified in Section II.A of the RFP Summary.
- V. **RFP Issue Date** means the date identified in Section II.D.1 of the RFP Summary.
- W. **RFP Q&A Deadline** means the date identified in Section II.D.3 of the RFP Summary.
- X. **RFP Website** means the website identified in Section II.B of the RFP Summary.

## II. GOVERNING LAW AND VENUE

- A. This RFP and Offeror's participation in it is governed by and construed in accordance with the laws of the Lead State.
- B. Unless otherwise specified in this RFP, the venue for any protest, claim, dispute, or action relating to this RFP, including evaluation and award, is in the state serving as the Lead State.
- C. Any claim relating to this RFP brought in a federal forum must be brought and adjudicated solely and exclusively within the United States District Court for the Lead State.
- D. Offeror and Offeror's participation in this this RFP must comply with all applicable federal, state, and local laws, rules, and policies.
- E. All Deliverables proposed by Offeror must comply with all applicable federal, state, and local laws, rules, and policies.

## III. RFP DOCUMENTS

### A. RFP Website.

- 1. The RFP Website is the sole source for official RFP documents and updates. The Lead State may, but is under no obligation to, notify Offeror of updates to the RFP Website, 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 the RFP Website 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 the RFP Website.
- 2. Offerors may, through the process described in this RFP for asking questions, 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 Offerors during the RFP process, including the RFP Close Date and RFP Q&A Deadline.
- 4. The Lead State may make immaterial corrections or clarifications to the RFP.
- 5. Offeror is wholly responsible for reviewing amendments and updates to the RFP Website, 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 waive any requirement in this RFP 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 an Offeror's proposal.

**D. Conflicts and Issues.**

1. The following should be brought to the attention of the Lead State using the process described in this RFP for asking questions.
  - 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.

**IV. PROPOSALS**

- A. **Late Delivery or Non-delivery of Proposal.** Offeror is wholly responsible for ensuring Offeror'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 Close Date.
- B. **Modified and Alternate Proposals.** Offeror is expected to submit Offeror's most favorable terms and pricing in its original proposal submitted by the RFP Close Date. The Lead State is under no obligation to provide Offeror an opportunity to modify or submit an addendum to Offeror's original proposal or to submit another proposal, including a best and final offer, prior to final evaluation and award. Alternate proposals will not be accepted unless otherwise specified in this RFP.
- C. **Discussions, Clarifications, and Demonstrations.** The Lead State may, but is not obligated to, enter into discussions with or request clarifications or demonstrations from one or more Offerors prior to awarding a Master Agreement. Offerors are expected to be ready to participate in discussions, clarifications, or demonstrations with limited notice. Discussions, clarifications, and demonstrations must be consistent with Offeror's original proposal and will become an addendum to Offeror's proposal.
- D. **Cost Proposal.**
  1. Offeror must complete all required elements of Attachment I, Cost Proposal. The format and structure of the Cost Proposal is intended to allow for a fair evaluation of like costs among Offerors. Deviation from the format or structure of the Cost Proposal may result in Offeror's proposal being deemed non-responsive.
  2. Offeror is wholly responsible for ensuring figures and calculations submitted in Offeror's completed Cost Proposal are accurate, even if formulas have been provided by the Lead State as a courtesy.
  3. Inclusion of cost or pricing information in any document other than the Cost Proposal may result in Offeror's proposal being deemed non-responsive.
  4. In addition to the Cost Proposal evaluation described in this RFP, Cost Proposals may also be subject to an independent review for reasonableness by the Lead State. Submission of costs determined not to be reasonable by the Lead State may result in Offeror's proposal being rejected, regardless of the results of the Cost Proposal evaluation.
- E. **Proposed Modifications to the Sample Master Agreement.**
  1. The Lead State may, but is not obligated to, consider proposed modifications to Attachment E, 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. Offeror-specific modifications to Attachment E, Sample Master Agreement, may be proposed as part of Offeror's proposal in Attachment J, Proposed Modifications to Sample Master Agreement, but are strongly discouraged. The quantity, breadth, and nature of modifications proposed by Offeror may be considered in the Lead State's evaluation of Offeror'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 Offeror's proposal is conditioned, may result in Offeror's proposal being deemed non-responsive.

3. The following will not be considered by the Lead State:
  - a. Any proposed modification not submitted with Offeror's proposal in Attachment J, Proposed Modifications to Sample Master Agreement;
  - b. Any proposed modification not accompanied by an explanation as required in Attachment J, Proposed Modifications to Sample Master Agreement;
  - c. Any proposed modification not reflected in redlined edits to the Sample Master Agreement and submitted with Offeror's proposal; and
  - d. Any proposed modification merely referencing another document or a URL.
4. Offerors may propose additional terms but must include them in Attachment J, Proposed Modifications to Sample Master Agreement and must clearly identify where any terms conflict with the Sample Master Agreement.
5. If Offeror is awarded a Master Agreement resulting from this RFP, a comparison of Attachment E, Sample Master Agreement and Offeror's accepted modifications thereto may be posted on the NASPO ValuePoint website for examination by potential Participating Entities and Purchasing Entities.

**F. Proposal Contact.**

1. The Proposal Contact identified by Offeror in Attachment G, Offeror Information, Acknowledgements, and Certifications 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. Offeror is wholly responsible for ensuring communications received by Offeror's Proposal Contact are reviewed and addressed timely by the appropriate personnel.
2. The Lead State may, but is under no obligation to, notify Offeror's Proposal Contact of updates to the RFP Website, including the posting of RFP amendments. Offeror is wholly responsible for reviewing updates and submitting a proposal that is responsive to and compliant with the RFP as amended.

**G. Proposal Development Costs.** All costs incurred by Offeror in the preparation and submission of a proposal, including any costs incurred during discussions, clarifications, or demonstrations, are the responsibility of Offeror and will not be reimbursed.

**H. Firm Offer.** Offeror's proposal will act as a firm offer for 180 days following the RFP Close Date. After 180 days, the offer will remain open unless revoked by Offeror via written withdrawal of Offeror's proposal in accordance with applicable Lead State requirements.

**I. Ownership and Disclosure of Proposals.**

1. Hard copy proposals and tangible items submitted by Offeror in connection with this RFP, including physical media and product samples, will become the property of the Lead State and may not be returned to Offeror.
2. Offeror grants Lead State and NASPO a perpetual, irrevocable, non-exclusive, royalty-free, and transferable right to display, modify, copy, and otherwise use the contents of Offeror's proposal, which may 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 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. **Confidential Information.** If Offeror is provided or given access to Confidential Information in connection with this RFP, Offeror 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, Offeror will destroy Confidential Information within 30 days of the cancellation of this RFP, rejection or withdrawal of the Offeror's proposal, or execution of a Master Agreement between the Lead State and Offeror.

## 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 potential Offerors of the change via an amendment to this RFP, an email to the Offeror's Proposal Contact, or an update to the RFP Website.
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. **Rejection of Proposals.** The Lead State may reject Offeror's proposal at any time if the Lead State determines that:

1. The proposal is non-responsive;
2. The proposal has failed to meet any mandatory requirement of the RFP, including any minimum scoring threshold;
3. Offeror is not responsible; or
4. Offeror has committed a violation of procurement law, rule, or policy.

### C. **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 Deliverables.

### D. **No Exclusivity.**

1. Master Agreements resulting from this RFP will be established solely for the convenience of Participating Entities. The Lead State, Participating Entities, and Purchasing Entities reserve the right to obtain the same or similar Deliverables 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;

- 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.

**A. Interested States.**

- Page 13 of 64



Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use a Master Agreement resulting from this RFP, with the approval of the Contractor. Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Candian Entities. Each Candian Entities is to make its own determination whether any resulting Participating Addendum and any resulting Master Agreement are consistent with its procurement policies and regulations

**C. Purchasing Entities:**

1. This Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a "State Purchaser") according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an "Additional Purchaser"). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

***{Remainder of page intentionally left blank}***



## Attachment B 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 interested 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. MASTER AGREEMENT OBJECTIVES

The purpose of this Request for Proposal (RFP) is to establish Master Agreements with qualified Offerors to provide various types of Snowplows Cutting Edges and Accessories, in accordance with the categories and specifications outlined below. The RFP identifies three (3) categories of snowplow cutting edges, blades, and scrapers. Offeror's may offer on selected categories, or all three (3). Any offerings must meet the specifications listed.

While the primary purpose of this solicitation is to select an Offeror(s) who can offer the Products or Services for all members participating in the NASPO ValuePoint Cooperative Purchasing Program, Offerors are permitted to submit a Proposal on more limited geographical areas, but not less than one entire member State. Offerors must clearly describe the geographical limits (e.g. by State name) if proposing a geographical area less than that of all member States. However, if an Offeror elects to submit a Proposal for a single State then the Offeror must be willing to supply the entire State and will not be allowed to add additional States following award or at any time during the term of the contract or any renewals.

### II. PRODUCT CATEGORIES (THREE (3) TOTAL)

For purposes of each Category defined below it is the purpose and intent to describe a high-quality snowplow blade cutting edges. The offered blades, edges, and scrapers are to be minimally constructed as described herein. The breadth (scope) for what may be offered under the resulting contracts are categorized as follows:

- A. **Category 1 - Truck Mounted Blades.** Are truck-mounted snowplow blades, edges, and scrapers capable of being mounted on the front, wing, underbody, or similar on the vehicle.
- B. **Category 2 - Grader Mounted Blades.** Are grader-mounted blades, edges, and scrapers, that include steel, tungsten carbide, single carbide, armored, dual carbide, grade scarifier systems, specialty blades (i.e., flexible carbides, rubber / poly blades), and similar as described below, for various snow plow operations:
  - 1. **Steel Grader Blades.** Are steel grader blades (high carbon, flame hardened, etc.), Single Edge Carbide or "steel carbides", "Flat Top", etc. Dimensions range from - 6" x 3/4, 5" x 7/8", 5/8" inserts, 3/4" inserts, and similar, according to industry standards.
  - 2. **Tungsten Carbide Tipped Blades.** Are tungsten carbide tipped blades and inserts.
  - 3. **Single Carbide Grader Blades.** Are single carbide grader blades, single edge "Beveled Top", 5"X7/8, 5/8" trap insert for use on underbody / grader, and similar.
  - 4. **Armored Grader Blades.** Are armored grader blades (carbides with welded cover blade) and similar.
  - 5. **Dual Carbide Grader Blades.** Are dual carbide grader blades and inserts with an underbody / grader, and similar. Center of holes shall be in line within 1/32" of established centerline. The tolerance on the length of the steel portion of the blade to be +0.0/-0.06".



6. Grader Scarifier Systems. Are Grader scarifier systems with blades used for tearing up pavement, as well as breaking up packed ice, asphalt, and similar.
7. Flexible Carbides.

- C. **Category 3 – Loader Bucket Edges/Blades.** Are loader-mounted snowplow bucket blades, edges, and scrapers, with a variety of different spacing and sizing options available by the manufacturer.

Value Added Contract Items – As a solutions-based procurement, Offeror may also propose/provide value add options (equipment, goods, or services) that align with their awarded categories and meet the general requirements and purposes of this RFP. Such value-added items may include, but are not limited to: plow accessories (i.e., shoes, markers, spinners, etc.), guards (i.e., center and curb guards), and other essential wear parts.

Value Adds are an opportunity to allow Offerors to present additional type, style, quality, and breadth of equipment, goods, and service options available if awarded the category. Awarded Offerors will have the option to refresh or revise their value-add options, subject to Lead State approval.

### III. Contractor Responsibilities and Tasks

- A. **Certification** – Each blade shipment must be minimally accompanied by certification documentation, stating:
1. Manufacturer Work/Job Order Number
  2. Raw Material lot numbers used in production
  3. Manufacturing date
  4. Manufacturer Quality Inspection Manager with contact information
  5. Conformance to bid specifications
  6. Raw Material Certificates of Analysis (aka, “mill” certs)
- B. **Painting** – Plow blade shall be painted with a black rust-inhibiting paint on both sides to prevent rusting while being stored.
- C. **Chemical Analysis** – As requested, the manufacturer shall take a test ingot during the pouring of each melt of steel used in the manufacture of plow blade cutting edges supplied. The chemical composition shall be reported to the requesting Purchasing Entity for each delivery of cutting edges and for each melt represented in the shipments means of a Certified Mill Test Report of each heat of steel used. The chemical composition shall conform to the requirements set forth in the paragraph Chemical Composition below. Any shipment not accompanied by a certified chemical analysis shall be rejected and returned at the Contractor’s expense. The Contractor shall replace any blades returned with certified blades within fifteen (15) business days of notification.

**D. Chemical Composition –**

1. Carbon Steel Cutting Edges. The blades shall be made from flat hot-rolled open hearth carbon steel conforming to S.E.A. C-1090 of latest issue and shall have a Brinell hardness of 275 min. and 325. Max. and shall conform to the following analysis of chemical composition.

Element	Minimum	Maximum
Carbon	0.85	1.00
Manganese	0.60	0.90
Phosphorous		0.04
Sulphur		0.05
Silicon		0.30

2. Tungsten Carbide Tipped Plow Blade Cutting Blade.

i. Plow Blade

The blades shall be made from flat hot-rolled finished steel conforming to S.A.E. 1021 of latest issue and shall conform to the following analysis of chemical composition:

Element	Minimum	Maximum
Carbon	0.18	0.23
Manganese	0.60	0.90
Phosphorous		0.04
Silicon		0.05

ii. Tungsten Carbide Inserts:

The inserts shall be fabricated of high stock WC grade tungsten Carbide having cobalt content between 10% and 12%.

	Minimum	Maximum
Specific Gravity	14:1 min	14.6 max
Hardness:	87.5 min	87.5 min Rockwell "a" Scale
Transverse Rupture Strength	350,000 psi. Min	

The carbide insert manufacture shall furnish with each shipment certification to the purchaser (Public Entity) that the inserts conform to the requirements set forth above and Do Not Contain Any Reclaimed Hard Scrap Tungsten Carbide. Any shipment delivered without the required certification shall be returned to the Contractor at his expense. The Contractor shall replace all rejected blades with certified blades.

- E. Labeled Blades and Part Numbers –** Blade sections are to be identified by use of the part number being stamped on the end or stenciled on the face of the blade section. Shipments may be refused if blades are not labeled. Blade sections will be bundled with like blades when shipped, do not mix blades in bundles. Shipping papers and invoices are to include the part number.

- F. Delivery After Receipt of Order (ARO) -** All orders must be received by the ordering Public Entity within 90 calendar days after order placement. Each Public Entity is responsible for placing orders using a Purchase Order.

- G. Delivery Requirements** - Contractor shall deliver to the area designated by the Public Entity placing the order. A forklift with operator will generally be provided by the Public Entity to assist in unloading.

Deliveries are to be made between the hours of 8:30 AM to 11:30 AM and 1:00 PM to 4:00 PM Local Time, on weekdays only. No deliveries will be accepted after these hours. No deliveries will be accepted on Saturdays, Sundays and Holidays (applicable holidays to be coordinated with the Public Entity. Contractor is to notify the customer at the delivery location of any shipment at least 24 hours prior to delivery.

- H. Shipping Requirements** - Blades sections will be bundled with like blades when shipped; do not mix blades in bundles. The blades must be packaged or banded in a manner so that they may be unloaded by a forklift.

**I. 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).

- J. Changes in Contractor** – 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.

- K. 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.

- L. Minimum Warranty** – Grader blades shall be warranted against defects in material and workmanship. Additionally, the grader blades furnished shall be guaranteed against breakage, as defined by the following:

1. Until blade width has worn to a minimum one-half of the original width, regardless of the blade's age.  
EXAMPLE: If the blade is originally 8 inches wide, breakage warranty shall extend until 4 inches has been used.
2. A blade that bends 1 inch or more out of alignment shall be considered broken.
3. Vendor shall ship replacement blades to the affected ordering entities' location, at no cost.

**M. 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 manufacturer repair parts. Contractor's dealers' network must carry a complete line of OEM parts for all models of equipment they carry.
5. Preservation, packaging, and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.

**N. Freight/Shipping/Set-up Fees**

1. Freight from the factory to the distributor is the responsibility of the Contractor. Freight from the distributor to the customer is an allowable charge.
2. Delivery is to be FOB Destination (of ordering entity) freight collect
3. 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.

- O. 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 minimum discount percentage must not decrease for any awarded category during the contract term.

The Contractor will be required to notify the Contracting Officer (Lead State) for review and approval when new pricing updates occur and an explanation of what has prompted the change as well as documentation to support the price increase. Documentation may include: the manufacturer's 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.

1. 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 the time of delivery.
2. 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.

- P. New Products** – The awarded contract(s) may be modified to incorporate new technology or technological upgrades associated with the procurement item being solicited, including new or upgraded: (i) systems; (ii) apparatuses; (iii) modules; (iv) components; and (v) other supplementary items. Further, a maintenance or service agreement associated with the procurement item under the resulting contract(s) may be modified to include any new technology or technological upgrades. Any contract modification incorporating new technology or technological upgrades will be specific to the



procurement item being solicited and substantially within the scope of the original procurement or contract.

1. Minimum Discount % Maintained. At a minimum, the discount % for each category Contractor is awarded must be extended to all new product additions to that category throughout the contract term.
- Q. 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.

***{Remainder of page intentionally left blank}***

**ATTACHMENT C: STANDARD STATE  
PROVISIONS FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 15, 2017**

- 1. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.
- 2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
- 4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.
- 5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- 6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.
- 7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup

costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

**8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

*Workers Compensation:* With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.



*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or nonrenewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

- 9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.
- 10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.
- 11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.
- 12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.
- 13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**16. Taxes Due to the State:**

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont. C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11

("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child

Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

**23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**27. Termination:**

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.
- 28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.
- 29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.
- 30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.
- 31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:
- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.
- For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.



**32. Requirements Pertaining Only to State-Funded Grants:**

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)  
*{Remainder of page intentionally left blank}*

## Attachment D RFP EVALUATION PLAN

**Stage 1: Initial Responsiveness.** Proposals will be reviewed for completeness and initial responsiveness. Proposals omitting required documents or responses may be rejected in accordance with Attachment A, RFP Terms and Conditions.

**Stage 2: Mandatory Minimum Requirements.** Complete and responsive proposals will be reviewed for compliance with the following Mandatory Minimum Requirements:

Criteria	Evaluation	Result
Complete Proposal	Pass / Fail	
Compliance with Specifications	Pass / Fail	
Schematics with Detailed Diagrams	Pass / Fail	
<b>Stage 2 Result:</b>		

Proposals failing to meet or exceed all Mandatory Minimum Requirements may be rejected in accordance with Attachment A, RFP Terms and Conditions.

**Stage 3: Technical Criteria.** Proposals meeting or exceeding the Mandatory Minimum Requirements will be evaluated against the following Technical Criteria:

Criteria	Points Possible	Offeror's Points Earned
Experience and Qualifications	200	
Ability to meet SOW	300	
Warranties and Service	200	
Promotion of the NASPO ValuePoint Master Agreement	100	
Business Profile	200	
Management and Leadership	175	
Value Add Services	50	
<b>Stage 3 Total:</b>		<b>1,225</b>

Upon final technical evaluation, all vendors who scored at least 75% of available points in Stage 3 will move on to the Stage 4 Cost evaluation. Proposals not earning the minimum of 75% of the points available in Stage 3 will be rejected, and ineligible for further consideration.

**Stage 4: Cost Evaluation.** Cost Proposals for proposals not rejected following evaluation of Technical Criteria will be evaluated based on their proposed pricing to the market basket, along with their proposed average minimum discount %.

Cost Item		Offeror's Proposal	Points Possible	Offeror's Points Earned
Market Basket Evaluation	[lowest cost]		250	
Minimum Discount % Off Evaluation	[highest average discount %]		250	
<b>Total:</b>			<b>500</b>	

i. **Market Basket Evaluation**

In this portion of the Cost Evaluation there are 250 points available. The "Proposed Total Extended Price" for the will be compared against the other Offerors' Total Extended Price. The formula for calculating cost points earned for this portion is **Lowest Total Extended Price / Offeror's Total Extended Price x 250**.



The Lead State reserves the right to modify this formula and/or assign a nominal value to “0” cost values if application of the formula results in an error, negative numbers, or an unreasonably skewed distribution of points.

**ii. Discount % Off Evaluation**

In this portion of the Cost Evaluation there are 250 points available. The proposed discount percentages (%) will be averaged to determine the highest average discount % off MSRP. The highest average discount % will be used as a baseline to assign the available cost points to the other vendors.

The formula for calculating cost points earned for this portion is **Offeror’s Average Discount / Highest Average Discount x 250**.

The Lead State reserves the right to modify this formula and/or assign a nominal value to “0” cost values if application of the formula results in an error, negative numbers, or an unreasonably skewed distribution of points.

Cost Proposals may also be subject to an independent review for reasonableness and best value by the Lead State. Costs determined not to be reasonable or best-value by the Lead State may result in all or part of Offeror’s proposal being rejected, notwithstanding the results of the Cost Proposal evaluation.

**EVALUATION SUMMARY**

<b>Stage 3 &amp; 4</b>	<b>Points Possible</b>	<b>Offeror’s Points Earned</b>
<u>Technical Criteria Evaluation (Stage 3)</u> Experience and Qualifications Ability to meet SOW Warranties and Service Promotion of the NASPO ValuePoint Master Agreement Business Profile Management and Leadership Value Add Services	1,225	
<u>Cost Evaluation (Stage 4)</u> Market Basket Evaluation Discount % Off Evaluation	500	
<b>Total:</b>	<b>1,725</b>	

**AWARD SELECTION**

The Lead State and Multistate Sourcing Team will then determine which proposals are most advantageous to the Lead State and potential Participating and Purchasing Entities. Awards will be made at the **natural break of all scores**. It is desired to have at least 90% of available score, however, the variance of responses could show a natural break with higher or lower scoring responses.

Prior to announcement of awards and execution of Master Agreements, the Lead State will present an award recommendation to the NASPO ValuePoint Executive Council for approval of the proposed awards.

Following approval of the NASPO ValuePoint Executive Council, the Lead State will issue an intent-to-award announcement on its electronic procurement system. Subsequent to posting of the Notice of Intent of Award, the Lead State will begin formalization of NASPO ValuePoint Master Agreements. The Lead State reserves the right during contract negotiation of the Master Agreement to adjust terms and conditions that would not (in the Lead State’s judgment) have a material effect on price, schedule, scope of work, or risk to the Lead State and Participating States, with materiality defined in terms of the effect on the evaluation and award. The Lead State reserves the right to accept contract or pricing changes that are more favorable to the Lead State.



**Request for Proposals for  
Snowplow and Grader Cutting Edges**

Issued by the **State of Vermont**

---



If no Master Agreement is reached with the apparent awardee, the Lead State may negotiate with other Offerors or elect to make no award under this RFP.

*{Remainder of page intentionally left blank}*

## Attachment E SAMPLE MASTER AGREEMENT TERMS AND CONDITIONS



### ATTACHMENT A 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.

## II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for five (5) years. The term of this Master Agreement may be extended 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** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;

**3.1.5** 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.

**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. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

#### **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 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

**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](mailto:pa@naspovaluepoint.org) to support documentation of participation and posting in appropriate databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have 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"). Timely and complete reporting of Sales Data 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.

**5.4 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 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 vendor 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.
- 5.6 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.
- 5.7 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 forty-five (45) 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.



**12.2 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 inadequately 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.

**14.9 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.

*{Remainder of page intentionally left blank}*

## Attachment F POTENTIAL PARTICIPATION

The states below have requested to be named in this RFP as potential participants in the resulting Master Agreement(s). 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.

Interested States	Reported Estimated Annual Volume	Sample Participating Addendum Terms and Conditions
Illinois	N/A	Exhibit 1
Missouri	\$795,000.00	N/A
South Dakota	\$4,000,000.00	N/A
Utah	\$1,130,000.00	N/A
Wyoming	N/A	N/A
Vermont	N/A	Attachment C

**TOTAL ESTIMATED ANNUAL VOLUME FROM INTERESTED STATES: \$5,925,400.00**

The Estimated Annual Volume above 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.

Some Interested States have also provided state-specific terms and conditions, included in this attachment, that may apply to a Participating Addendum executed with an Offeror awarded a Master Agreement through this RFP. These terms and conditions 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.

*{Remainder of page intentionally left blank}*



---

**Attachment F - Exhibit 1 - State of Illinois**

**Cooperative Participation  
State of Illinois Specific Terms and Conditions**

1. This participating agreement executed by the State of Illinois may be designated as available to all or certain governmental units and/or qualifying not for profit agencies. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code (30 ILCS 500/), officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. 30ILCS 525/.
2. In no event will the total term of any participating agreement, including the initial term and any extensions or amendments, exceed ten (10) years.
3. This participating agreement and all related public records maintained by, provided to, or required to be provided to the State, are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
4. Any participating agreement executed by the State of Illinois is contingent upon and subject to the availability of funds. The State of Illinois, at its sole option, may terminate or suspend any participating agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the Federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor of Illinois decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Vendor will be notified in writing of the failure of appropriation or of a reduction or decrease.
5. Any claim against any State of Illinois, any State of Illinois agency as defined in Section 1-15.100 of the Illinois Procurement Code (30 ILCS 500/), or officers of the State of Illinois arising out of any participating agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State of Illinois. Payment terms contained in Vendor's invoices shall have no force or effect. The State of Illinois shall not enter into binding arbitration to resolve any dispute arising out of any participating agreement. The State of Illinois does not waive sovereign immunity.
6. Illinois may further evaluate the lead entity's awarded contracts to make best value determinations.
7. Registration in the Illinois Procurement Gateway is required before a participating agreement with the State of Illinois may be executed. For information on registration, please visit [www.ipg.vendorreg.com](http://www.ipg.vendorreg.com).
8. Registration in BidBuy is required before a contract with the State of Illinois can be executed. For information on registration, please see the BidBuy [Vendor Registration Manual](#).
9. Any vendor with a participating agreement may be required to meet an Illinois Business Enterprise Program goal (30 ILCS 575/).
10. Any vendor with a participating agreement may be required to meet a contracting goal with Illinois small businesses (30 ILCS 500/45-90).

## Attachment G CERTIFICATE OF COMPLIANCE

For a bid to be considered valid, this form must be completed in its entirety, executed by a duly authorized representative of the bidder, and submitted as part of the response to the proposal.

### VI. OFFEROR INFORMATION

- A. **Company's Full Legal Name:**
- B. **Primary Business Address:**
- C. **Federal Tax Identification Number:**
- D. **Entity Type:**

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Limited Liability Company
- ☐ Corporation

### VII. BUSINESS DETAILS

- A. **Company Website.** Provide a URL for your company's website.
- B. **Company Size.** Identify the number of employees working for your company.
- C. **Ownership Structure.** Describe your company's ownership structure.
- D. **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.

### VIII. 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:**
- B. **Proposal Contact Title:**
- C. **Proposal Contact Email:**
- D. **Proposal Contact Phone Number:**

- IX. **CONTRACT TERMS:** Bidder hereby acknowledges that is has read, understands and agrees to the terms of this solicitation, including Attachment C: Standard State Contract Provisions, and any other contract attachments included with this RFP.

- X. **FORM OF PAYMENT:** Does Bidder accept the Visa Purchasing Card as a form of payment?

I. \_\_\_\_ Yes \_\_\_\_ No

### XI. ACKNOWLEDGEMENTS AND CERTIFICATIONS

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

#### A. **Debarment.**

- 1. **Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.



2. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

**B. (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.
- ☐ 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.

**C. 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 Product 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.

**D. Data Disclosure to Foreign Governments. (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.
- ☐ 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. 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.

**F. Business Certifications. (Check all that apply.)**

- ☐ Offeror is a qualified small and minority businesses and women's business enterprises on solicitation lists, as defined in 2 C.F.R. § 200.321.
- ☐ Offeror is a resident business, as defined in 2 C.F.R. § 200.322.



- G. **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 E, Sample Master Agreement. Offeror understands that this requirement is mandatory and will not be negotiated by the Lead State.
- H. **NASPO ValuePoint Administrative Fee.** Offeror agrees to pay a NASPO ValuePoint administrative fee and submit summary and detailed sales reports in accordance with Attachment E, Sample Master Agreement. Offeror understands that this requirement is mandatory and will not be negotiated by the Lead State.
- I. **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.
- J. **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.

**XII. 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.

**XIII. ADDITIONAL PURCHASERS:** Provisions for the purchase of supplies, materials, and equipment for Political Subdivisions, and Independent Colleges of the State of Vermont.

1. Bidder agrees to furnish the products identified in this response to the political subdivisions of the State of Vermont at the same prices, terms and conditions as are quoted in this response? Yes \_\_\_\_\_ No \_\_\_\_\_

If no, kindly outline below the prices, terms, and conditions under which Bidder will agree to supply these needs to the political subdivisions of the State of Vermont.

2. Bidder agrees to furnish the products identified in this response to the independent colleges of the State of Vermont at the same prices, terms and conditions as are quoted in this response? Yes \_\_\_\_\_ No \_\_\_\_\_

If no, kindly outline below the prices, terms, and conditions under which you will agree to supply these needs to the independent colleges of the State of Vermont.

If Bidder agrees to extend the State's contract terms and prices to the political subdivisions or to independent colleges, all such items furnished will be billed directly to and paid for by the political subdivision or independent college. Financial obligations of the State are limited to the orders placed by the departments and agencies of the State having legally available funds. The State incurs no financial obligations on behalf of political subdivisions and independent college that purchase under a State contract resulting from this solicitation.

Notwithstanding the foregoing, Bidders will be required to periodically furnish reporting to the State on quantities sold by contractor to, and amounts paid to contractor by, any such political subdivisions or independent colleges.

**XIV. Resident Bidder of the state and/or products raised or manufactured in the state (check all that apply):**

- ☐ Bidder is a Resident Bidder of the State of Vermont
- ☐ Products offered by Bidder are raised or manufactured in the State of Vermont

**XV. Executive Order 05 – 16: Climate Change Considerations in State Procurements Certification**

**Bidder certifies to the following (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims):**

1. Bidder owns, leases or utilizes, for business purposes, space that has received:

- ☐ Energy Star® Certification
- ☐ LEED®, Green Globes®, or Living Buildings Challenge<sup>SM</sup> Certification
- ☐ Other internationally recognized building certification:

2. Bidder has received incentives or rebates from an Energy Efficiency Utility or Energy Efficiency Program in the last five years for energy efficient improvements made at bidder's place of business. Please explain:

3. Please Check all that apply:

- ☐ Bidder can claim on-site renewable power or anaerobic-digester power ("cow-power"). Or bidder consumes renewable electricity through voluntary purchase or offset, provided no such claimed power can be double-claimed by another party.
- ☐ Bidder uses renewable biomass or bio-fuel for the purposes of thermal (heat) energy at its place of business.
- ☐ Bidder's heating system has modern, high-efficiency units (boilers, furnaces, stoves, etc.), having reduced emissions of particulate matter and other air pollutants.
- ☐ Bidder tracks its energy consumption and harmful greenhouse gas emissions. What tool is used to do this? \_\_\_\_\_
- ☐ Bidder promotes the use of plug-in electric vehicles by providing electric vehicle charging, electric fleet vehicles, preferred parking, designated parking, purchase or lease incentives, etc..

- ☐ Bidder offers employees an option for a fossil fuel divestment retirement account.
- ☐ Bidder offers products or services that reduce waste, conserve water, or promote energy efficiency and conservation. Please explain:

---



---

4. Please list any additional practices that promote clean energy and take action to address climate change:

---



---

**XVI. Executive Order 02 – 22: Solidarity with the Ukrainian People**

- ☐ By checking this box, Bidder certifies that none of the goods, products, or materials offered in response to this solicitation are Russian-sourced goods or produced by Russian entities. If Bidder is unable to check the box, it shall indicate in the table below which of the applicable offerings are Russian-sourced goods and/or which are produced by Russian entities. An additional column is provided for any note or comment that you may have.

Provided Equipment or Product	Note or Comment

**XVII. Domestic preferences (2 C.F.R. § 200.322)**

Bidders must complete the following information in reference to each item being quoted. Additional pages may be used if necessary

Item #	Brand/Manufacturer	Identify where produced or assembled	% produced or assembled

- XVIII.** (check if applicable) **Bidder can claim goods, products, or materials offered as part of this solicitation are produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).** (Bidder may attach any desired explanation or substantiation. Please also note that Bidder may be asked to provide documentation for any applicable claims.)

**XIX. ENVIRONMENTAL INFORMATION FORM**

**RECYCLED MATERIALS OR PRODUCTS:** Bidders are to complete the following information in reference to each item being quoted. Additional pages may be used if necessary.

Item #	Brand/Manufacturer	% Of Recycled Content	% Post Consumer Content

- XX. MERCURY CONTENT CERTIFICATION:** Bidder certifies that none of the items quoted in this solicitation contain mercury except as identified below. Bidders shall also specify the amount of mercury contained in any of the products listed below. Additional pages may be used if necessary.

Item	Part #	Mercury Content

- XXI. Acknowledge receipt of the following Addenda:**

Addendum No.: \_\_\_\_\_

Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_\_

Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_\_

Dated: \_\_\_\_\_

**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:**

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

*{Remainder of page intentionally left blank}*



## Attachment J

### PROPOSED MODIFICATIONS TO SAMPLE MASTER AGREEMENT

The Lead State may, but is not obligated to, consider proposed modifications to Attachment D, 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.

Offeror-specific modifications to the Sample Master Agreement may be proposed as part of Offeror's proposal in this attachment but are **strongly discouraged**. The quantity, breadth, and nature of modifications proposed by Offeror may be considered in the Lead State's evaluation of Offeror'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 Offeror's proposal is conditioned, may result in Offeror's proposal being deemed non-responsive.

**Offeror's Proposed Modifications.** (Check one of the below.)

- ☐ Offeror has no proposed modifications to Attachment D, Sample Master Agreement.
- ☐ Offeror proposes the modifications set forth in the table below and **will submit with Offeror's proposal a redlined copy of Attachment D, Sample Master Agreement** incorporating each proposed modification. Offeror understands, acknowledges, and agrees to comply with the following:
  - The following will not be considered by the Lead State:
    - Any proposed modification not submitted in this attachment;
    - Any proposed modification not accompanied by an explanation as required in this attachment;
    - Any proposed modification not reflected in redlined edits to the Sample Master Agreement and submitted with Offeror's proposal; and
    - Any proposed modification merely referencing another document or a URL.
  - Offerors may propose additional terms but must include them in this attachment and must clearly identify where any terms conflict with the Sample Master Agreement.
  - If Offeror is awarded a Master Agreement resulting from this RFP, a comparison of Attachment E, Sample Master Agreement and Offeror's accepted modifications thereto may be posted on the NASPO ValuePoint website for examination by potential Participating Entities and Purchasing Entities.
  - Each of the following fields **must** be completed for each proposed modification to the Sample Master Agreement:
    - **Sample Master Agreement Section Reference:** The page, section, or paragraph in the Sample Master Agreement that is the subject of Offeror's proposed modification.
    - **Sample Master Agreement Language:** The language in the Sample Master Agreement that the Offeror is proposing to modify.
    - **Proposed Changes and Alternate Language:** The Offeror's proposed changes to the Sample Master Agreement language including, if applicable, Offeror's proposed alternate language.
    - **Justification for Proposed Change:** Offeror's justification for the proposed change.

- **Risk and Benefits of Acceptance:** Offeror's analysis of the risk and benefits to the Lead State, Participating Entities, or Purchasing Entities—including quantifiable costs or cost savings—if Offeror's proposed change is accepted by the Lead State.

Sample Master Agreement Section Reference	Sample Master Agreement Language	Proposed Changes and Alternate Language	Justification for Proposed Change	Risk and Benefits of Acceptance

[Add additional rows as needed.]

*{Remainder of page intentionally left blank}*

## Attachment K CLAIM OF BUSINESS CONFIDENTIALITY

**Offeror's Claims of Business Confidentiality.** (Check one of the below.)

- ☐ Offeror is not claiming any information within Offeror's proposal as confidential, proprietary, or protected. (Check box and skip to SIGNATURE section below.)
- ☐ Offeror claims the information set forth in the table below as confidential, proprietary, or protected and **will submit with Offeror's proposal a redacted copy of Offeror's proposal**, which must be clearly marked as such. Offeror understands, acknowledges, and agrees to comply with the following:
- Each of the following fields **must** be completed for each claim asserted by Offeror:
    - **Proposal Section Reference:** The page, section, or paragraph in Offeror's proposal containing the information claimed to be confidential, proprietary, or protected.
    - **Confidential Information:** A description of the information claimed to be confidential, proprietary, or protected.
    - **Basis for Claim:** The basis for Offeror's claim, which in accordance with Lead State, Vermont statutes shall be one of the following:
      - The information is a trade secret, as set forth in 1.V.S.A Section 317 (c)(9);
      - The information constitutes confidential business information, as set forth in 1.V.S.A Section 317 (c)(9);
      - The information includes private individual information, as set forth in 1.V.S.A Section 317 (c)(7).
    - **Explanation:** Explanation of how the information claimed to be confidential meets the definition of one of the bases above.
  - **Offeror may not mark pricing or Offeror's entire proposal as confidential, proprietary, or protected.**

Proposal Section Reference	Confidential Information	Basis for Claim	Explanation

[Add additional rows as needed.]



---

**SIGNATURE**

By signing below, the undersigned certifies under penalty of perjury that the representations made and the information provided herein are true and correct and may be relied upon by the Lead State for purposes of determining the validity of Offeror's claim(s). Offeror understands that 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. Offeror further agrees that 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.

**OFFEROR:**

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

*{Remainder of page intentionally left blank}*

**Attachment H**  
**OFFEROR RESPONSE WORKSHEET**

**Instruction:** Offeror must provide complete and succinct responses to each item below. Insert your responses into this worksheet directly below each question or prompt in a light blue highlight. While supplementary marketing materials are neither requested nor desired, Offeror should provide all information necessary to demonstrate Offeror’s ability to meet the requirements of this RFP and the RFP’s Scope of Work.

	Vendor Response Required	Max Points Available	Evaluator Score
<b>I. Response to Mandatory Minimum Requirements (STAGE 2)</b>			
A. <u>Complete Proposal</u> . Offeror is to submit a complete proposal in compliance with the requiremnts of this RFP. Have you submitted a complete proposal?		Pass / Fail	
B. <u>Compliance with Specifications</u> . For each category of cutting blade offered, do your offerings meet the specifications contained in in Attachment B, Scope of Work?		Pass / Fail	
C. <u>Schematics with Detailed Diagrams</u> . Offerors shall provide schematics with detailed diagrams with their proposals. Does your proposal meet this requirement?		Pass / Fail	
<b>II. Response to Technical Criteria (STAGE 3)</b>			
<b>A. Experience and Qualifications</b>		<b>200</b>	<b>0</b>
1. Provide evidence of your customers' satisfaction with your offered equipment and services.			
a. Describe your client retention rate during the past three (3) years.		30	
b. Describe the results of any customer surveys your firm uses to assess client satisfaction.		30	
c. Describe any Vendor performance ratings you firm has been assessed by a 3rd party, or ratings internal to your organization.		30	
2. Provide a brief history of your company.		50	
3. Describe your firm's growth during the past three (3) years.		30	
4. Describe your firm's experience performing the same or similar scope of work or providing the same or similar Deliverables to other public sector customers.		30	
<b>B. Ability to Meet Scope of Work</b>		<b>300</b>	<b>0</b>
1. Describe your plan for meeting the Master Agreement Objectives identified in Attachment B, Scope of Work.		100	
2. Provide evidence of your ability to provide the Deliverables identified in the Scope of Work		100	
3. Describe your plan to meet Contractor Responsibilities and Tasks identified in the Scope of Work.		100	
<b>C. Warranties and Service</b>		<b>200</b>	<b>0</b>
1. What are your quality assurance measures and how are they handled in your organization?		20	
2. Describe your customer service offerings, including availability of key personnel and help desk services.		25	
3. How do you assess customer satisfaction?		20	
4. Describe your customer website capabilities.		20	
5. Describe your return policy.		20	
6. Describe your ordering process and methods of order submission, including any online system through which Purchasing Entities can place and track Orders.		20	
7. Describe your ability to support a decentralized system of Orders submitted from many end users in multiple states and locations.		25	
8. Geographic concerns: ability to service entire state.		25	
9. Dealer distribution		25	
<b>D. Promotion of the NASPO ValuePoint Master Agreement</b>		<b>100</b>	<b>0</b>
1. Describe your company's experience working with contracting cooperatives.		20	
2. List the cooperatives through which you currently have a contract and provide sales volume information for each. Identify any restrictions on pricing and sales imposed by your other cooperative contracts.		20	
3. Describe how you intend to market your Master Agreement and encourage participation among potential Participating Entities, including state governments.		20	
4. Describe how you intend to encourage usage of your Master Agreement by Purchasing Entities.		20	

**Attachment H**  
**OFFEROR RESPONSE WORKSHEET**

5. Describe your approach to negotiation of Participating Addenda. Describe the extent to which you provide Participating Entities flexibility in incorporating entity-specific language into their Participating Addenda (e.g., Do you require entities to provide statutory citations for their entity-specific language? Are you able to devote resources to simultaneous negotiation of multiple Participating Addenda?).		20	
---	--	----	--

<b>E. Business Profile</b>	<b>200</b>	<b>0</b>
----------------------------	------------	----------

1. How many years has your company been in the snowplow and grader cutting edges industry?		30	
2. Has your company ever filed for Bankruptcy?		20	
3. During the past 4 years what is your average dollar amount of sales in the United States?		20	
4. How long does it take to produce a typical piece of equipment (base model, not special order)?		30	
5. Are all of your most popular products (base, model, not special order) maintained in inventory?	Select -- Yes OR No	30	
6. Have you ever had a recall situation for any of your equipment?	Select -- Yes OR No	30	
a. If yes, approximately how much of a negative impact in a dollar amount was it to the company to repair /replace the equipment?			
7. Do you manufacturer, or your dealers in your network offer any value-added incentives to purchase such as seasonal sales?	Select -- Yes or No	30	
a. If yes, how would you incorporate special sale situations in the contract?		10	

<b>F. Management and Leadership</b>	<b>175</b>	<b>0</b>
-------------------------------------	------------	----------

Since the dealers are the ones the Purchasing Entities will be buying the equipment and parts from, as well as setting up and delivering the equipment and performing warranty work and maintenance, information given about your relationship with them is vital when evaluating your response. Please answer completely on a separate page, retaining the numbering system.			
1. Is your dealer network in every state in the U.S. and U.S. properties?	Select -- Yes OR No	30	
a. If no, where are you lacking coverage?			
2. Describe how your dealers are chosen?		25	
3. Describe the type of training that is mandatory for the dealers to retain their ability to sell your equipment.		20	
4. Are your dealers' considered employees or independently owned businesses?	Select -- Employees OR Independently Owned	20	
5. Are the dealers visited by a regional/district managerial employee of the Supplier on a regular basis? (i.e., auditing, inspection of premises, reporting procedures) If the dealers are independently owned businesses, describe how sales are made and to whom payment is made when the contract is part of a cooperative and who provides the required usage reports. If payment is made to a dealer on your behalf, how is that addressed in your company's policies?		50	
6. Will you offer discounts on your extended warranties?	Select -- Yes OR No	30	
a. If yes, please include in your response the types of the extended warranties and the terms.			
b. If no, still include the types and terms of your extended warranty plans.			

<b>G. Value Add Features.</b>	<b>50</b>	<b>0</b>
-------------------------------	-----------	----------

1. Describe your firm's offered value add goods and services		50	
--	--	----	--



Attachment I

Cost Proposal - Discount % Off

Snowplow & Grader Cutting Edges

Proposer (Offeror) Name:

<b>INSTRUCTION:</b>
1. This Cost Proposal form consists of multiple sections (tabs at the bottom of this spreadsheet): ---Section 1: Discount % Off Evaluation (Green Tab) ---Section 2: Market Basket Evaluation (Orange Tab)
2. Offeror must complete all required fields (fields in a <b>brown</b> highlight) in both tabs. The format and structure of the Cost Proposal is intended to allow for both a <u>minimum discount % off</u> and <u>fair market basket-type evaluation</u> of like costs among Offerors. Deviation from the format or structure of this form may result in Offeror's proposal being deemed non-responsive.
3. Offeror is wholly responsible for ensuring figures and calculations submitted in Offeror's completed Cost Proposal are accurate, even if formulas have been provided by the Lead State as a courtesy.
4. Inclusion of cost or pricing information in any document other than this Cost Proposal may result in Offeror's proposal being deemed non-responsive.
5. Offeror's Cost must be inclusive of all fees and charges, including but not limited to fees or charges for shipping, delivery, credit card payments, or personnel.
6. In addition to the Cost Proposal evaluation described in this RFP, Cost Proposals may also be subject to an independent review for reasonableness and best value by the Lead State. Costs determined not to be reasonable or best-value by the Lead State may result in all or part of Offeror's proposal being rejected, notwithstanding the results of the Cost Proposal
7. In addition to the completion of this Cost Proposal Form (I), Offeror is to provide their complete catalog reflective of its offered "discount % off MSRP" for the categories and value-added services being offered. Offeror is to name this document - "[Offeror Name] - Price Schedule - Snowplow & Grader Cutting Edges".
8. It is Offerors responsibility to ensure it has completed all tabs and required inputs based on its proposed products & services.
9. Offeror must propose for each item in this Market Basket in order to be considered for an award. Failure to propose each item may result in disqualification of Offeror's proposal from that Category.

<b>Minimum Discount % Off</b>		
1. Offeror must propose a minimum discount % greater than 0% for each Category it is seeking an award in in order to be considered for an award in that category.		
Category	Item	Proposed Percentage Discount from List
1	Truck Mounted Blades	0.0%
2	Grader Mounted Blades	0.0%
3	Loader Bucket Edges/Blades	0.0%
	Average Discount % Off -->	0.0%

Attachment I  
Cost Proposal - Market Basket  
Snowplow & Grader Cutting Edges  
0

Proposer (Offeror) Name: \_\_\_\_\_

Additional Instruction							
1. The "Minimum Product Specifications" in column C represent the minimum specs. Offeror is to assess its own inventory of equipment that meets these minimum specifications and input in columns D to F the proposed blade, edge, equipment, etc. that meets these specs.							

Market Basket Cost Evaluation

Item #	Item	Item Description -- Minimum Product Specifications	Offeror's Proposed Product	Specifications for Offeror's Proposed Product	List Price (From Offeror's Published Catalog )	Minimum Proposed Percentage Discount from List	Evaluated Cost
Category 1 - Truck Mounted Blades							
1	8 ft Articulating Blade System	8 ft Articulating Blade System with Initial Set-up Kit (blade segments, minimum 4" adapter blade, clamp bar, corner guards, hardware bolts, etc.)				0.0%	\$0.00
2	9 ft Articulating Blade System	9 ft Articulating Blade System with Initial Set-up Kit (blade segments, minimum 4" adapter blade, clamp bar, corner guards, hardware bolts, etc.)				0.0%	\$0.00
3	10 ft Articulating Blade System	10 ft Articulating Blade System with Initial Set-up Kit (blade segments, minimum 4" adapter blade, clamp bar, corner guards, hardware bolts, etc.)				0.0%	\$0.00
4	8 ft Carbide Blade System	8 ft Carbide Blade System with Initial Setup-up Kit (blades, isolator, clamp bar, corner guards, hardware bolts, etc.)				0.0%	\$0.00
5	9 ft Carbide Blade System	9 ft Carbide Blade System with Initial Setup-up Kit (blades, isolator, clamp bar, corner guards, hardware bolts, etc.)				0.0%	\$0.00
6	10 ft Carbide Blade System	10 ft Carbide Blade System with Initial Setup-up Kit (blades, isolator, clamp bar, corner guards, hardware bolts, etc.)				0.0%	\$0.00
7	Center Guard	Standard center guard constructed of 1" thick heavy-duty structural steel				0.0%	\$0.00
8	Carbide Insert Blade	5" carbide insert blade - 7/8" x 5" x 36" std. hwy. punch; Gauge 1-1/2"; Punch Pattern 3-3-12				0.0%	\$0.00
9	Underbody Blade	Underbody Blade - 7/8" x 5" x 36" Top Bevel; Guage 1-1/2"; Punch Pattern 3-3-12				0.0%	\$0.00
Proposed Total Extended Price for Category 1 -->							\$0.00
Category 2 - Grader Mounted Blades							
1	Standard 6' Grader Blade per Description	Standard 6' Grader Blade - 5/8" x 6" grader blade; Punch Pattern - 3-3-6				0.0%	\$0.00
2	Standard 6' Grader Blade per Description	Standard 6' Grader Blade - 3/4" x 8" grader blade; Punch Pattern - 3-3-6				0.0%	\$0.00
3	Standard 6' Grader Blade per Description	Standard 6' Grader Blade - 3/4" x 8" grader blade; Punch Pattern - 3-3-12				0.0%	\$0.00
4	Standard 7' Grader Blade per Description	Standard 7' Grader Blade - 5/8" x 6" grader blade; Punch Pattern - 3-3-6				0.0%	\$0.00
5	Standard 7' Grader Blade per Description	Standard 7' Grader Blade - 3/4" x 8" grader blade; Punch Pattern - 3-3-6				0.0%	\$0.00
6	Standard 7' Grader Blade per Description	Standard 7' Grader Blade - 3/4" x 8" grader blade; Punch Pattern - 3-3-12				0.0%	\$0.00
Proposed Total Extended Price for Category 2 -->							\$0.00
Category 3 - Loader Bucket Edges/Blades							
1	17" Loader Bucket Snowplow Cutting Edge (or equivalent)	Thickness - 0.75"; Width - 10"; Length - 17"; Boalt Diam - .75"; Blade Type - Double Bevel; Hole Qty - 2				0.0%	\$0.00
2	40" Loader Bucket Snowplow Cutting Edge (or equivalent)	Thickness - 1"; Width - 11"; Length - 40"; Boalt Diam - 1"; Blade Type - Double Bevel; Hole Qty - 3				0.0%	\$0.00
3	43" Loader Bucket Snowplow Cutting Edge (or equivalent)	Thickness - 1"; Width - 11"; Length - 43"; Boalt Diam - 1"; Blade Type - Double Bevel ; Hole Qty - 3				0.0%	\$0.00
4	46" Loader Bucket Snowplow Cutting Edge (or equivalent)	Thickness - 1"; Width - 11"; Length - 46"; Bolt Diam - 1"; Blade Type - Double Bevel; Hole Qty - 3				0.0%	\$0.00
5	51" Loader Bucket Snowplow Cutting Edge (or equivalent)	Thickness - 0.75"; Width - 10"; Length - 51"; Bolt Diam - 0.75"; Blade Type - Double Bevel; Hole Qty - 3				0.0%	\$0.00
Proposed Total Extended Price for Category 3 -->							\$0.00
Proposed Total Extended Price for ALL 3 categories combined -->							\$0.00

## **RFP – Snowplow and Grader Cutting Edges**

### **Questions and Answer**

Q1. Why are there only lengths between 8ft – 10ft for Category 1, item numbers 1-6?

A1. These items are reflective of only a subset of the overall market basket. The market basket is also not reflective of the only items Bidders may offer under their complete proposal. Bidders are being asked to provide what they have to offer based on column C minimum specifications. Bidders should provide what they can offer that meets or exceeds those minimum specifications.

Q2. Can you provide a more in-depth product specifications and drawings for Category 1, line items 7-9?

A2. There are no drawings or diagrams for these. Bidders are being asked to provide what they have to offer based on column C minimum specifications. Bidders should provide what they can offer that meets or exceeds those minimum specifications.

Q3. Can you provide a more in-depth product specifications and drawings for Categories 2 and 3?

A3. There are no drawings or diagrams for these. Bidders are being asked to provide what they have to offer based on column C minimum specifications. Bidders should provide what they can offer that meets or exceeds those minimum specifications.

Q4. Do we need to bid on each line item? If we don't will it affect our scoring?

A4. Bidders can bid on as many or as few items as they want. The total number of points will be affected based on what bidders provide.

Q5. The RFP has no range for hardness - states "87.5 minimum to 87.5 maximum" rather than 89 Maximum. It refers to "Density" as "Specific Gravity" which is not a huge issue BUT the RFP spec leaves out Porosity parameters completely. A Porosity of A06, B02 and C00 says that contaminates are not permitted in the tungsten carbide - reclaimed material, etc.

A5. Bidders are being asked to provide what they have to offer based on Attachment I, Column C minimum specifications. Bidders should provide what they can offer that meets or exceeds those minimum specifications. The intent is to have bidders provide any and everything they can based on the Three Categories listed within Attachment I. Bidders are asked to propose all equipment that falls within the perspective Three Categories: (1) Truck Mounted Blades, (2) Grader Mounted Blades, and (3) Loader Bucket Edges/Blades that meet or exceed those minimum specifications.

Q6. Armored blades - carbide blades with welded on cover plates. This category of blade is simply missing?

A6. This type of blade could respectively be offered under any one of the three categories: Truck Mounted Blades, Grader Mounted Blades, Loader Bucket Edges/Blades. Bidder is to self select which Categories it is seeking an award in, of which its proposal will be evaluated accordingly based on the requirements and criteria outlined in the RFP.

Q7. Since many of our participating NASPO states purchase these items, how are they to be included on our contract? Is the product list, such as that attached, going to be listed in its entirety as it has since the original NASPO contract?

A7. Please refer to instruction # 7 within Attachment I – Cost Proposal Form for instructions on how this should be covered.

Q8. We are looking for drawings and such to quote this project. As you can see it would be a very good fit for us. Please advise on where I could locate the part numbers and drawings please.

A8. There are no drawings or diagrams for these. Bidders are being asked to provide what they have to offer based on column C minimum specifications. Bidders should provide what they can offer that meets or exceeds those minimum specifications.

Q9. If we have a question in response to the answered questions, will we still have time to communicate this if the responses are being posted after the deadline?

A9. No. Once the Question and Answer is closed no further questions can be asked.

Q10. It appears you are looking for each contractor to resubmit their update pricing catalog sheet for everyone so it can be posted to the NASPO Site, like what is there now. I am reading the RFP as if you are casting a wide net over 3 separate categories. Couldn't this be accomplished by each vendor submitting their own price book catalog for everything they offer and at what price they offer it at?

A10. Bidders are being asked to provide what they have to offer based on Attachment I, Column C minimum specifications. Bidders should provide what they can offer that meets or exceeds those minimum specifications. The intent is to have bidders provide any and everything they can based on the Three Categories listed within Attachment I. Bidders are asked to propose all equipment that falls within the perspective Three Categories: (1) Truck Mounted Blades, (2) Grader Mounted Blades, and (3) Loader Bucket Edges/Blades that meet or exceed those minimum specifications.

Q11. Page 41 section 9.5 - we need clarification on this Acceptance testing process.

A11. Because this solicitation could result in awards with multi-state involvement further clarification cannot be provided as it speaks to any potential State that would utilize a NASPO contract.

Q12. On Page 4, section bii of the RFP, it states, "Bids must consist of a single email with a single, digitally searchable PDF attachment containing all components of the bid". Concern: The bid contains separate Excel spreadsheets "Attachment H" and "Attachment I" (plus other separate required documents), which state "Insert your responses into this worksheet directly below each question or prompt in a light blue highlight". Question: Do you want us to copy the spreadsheet data into the single PDF, or, provide them as separate documents? I just want to make sure.

A12. Bidders shall provide their bid response in one PDF formatted document along with the completed excel formatted Attachment H and I in one email as indicated in the RFP.

Q13. It states in Section IV, A, 4. "Cost Proposal, submitted as a separate document and separate file, if submitted electronically", so it contradicts the "all in one file" language.

A13. Bidders shall provide their bid response in one PDF formatted document along with the completed excel formatted Attachment H and I and the bidder's price catalog in an excel formatted document in one email as indicated in the RFP.

Q14. Question - Please define 'standard grader blade' on cost proposal sheet – Category 2.1 has multiple blade descriptions – steel blades, or single insert carbides, and section D.1 shows blade chemistry for carbon 1090 material, which would be standard Double Bevel Carbon Grader. Please confirm requirements."

A14. These items are reflective of only a subset of the overall market basket. The market basket is also not reflective of the only items Bidders may offer under their complete proposal. Bidders are being asked to provide what they have to offer based on column C minimum specifications. Bidders should provide what they can offer that meets or exceeds those minimum specifications.

Q15. Question – Please clarify exactly how long you want a price hold for.

The RFP states:

The initial term of the Master Agreement(s) resulting from this RFP is anticipated to be 5 years, with the option to exercise renewals totaling up to an additional two (2) years following the initial term, upon mutual agreement by the Lead State and Contractor.

Then there is a section that states:

**H. Firm Offer.** Offeror's proposal will act as a firm offer for 180 days following the RFP Close Date. After 180 days, the offer will remain open unless revoked by Offeror via written withdrawal of Offeror's proposal in accordance with applicable Lead State requirements.

**A15. Section III Scope of work:**

(1) The initial term of the Master Agreement(s) resulting from this RFP is anticipated to be 5 years, with the option to exercise renewals totaling up to an additional two (2) years following the initial term, upon mutual agreement by the Lead State and Contractor.

(a) This language speaks to the anticipated term of the contract. No pricing is discussed in this section.

(2) Firm Offer. Offeror's proposal will act as a firm offer for 180 days following the RFP Close Date. After 180 days, the offer will remain open unless revoked by Offeror via written withdrawal of Offeror's proposal in accordance with applicable Lead State requirements.

(a) This language speaks to the price offered in the bidder's proposal, prior to the contract award. Please see sections O – Price Adjustments, and section VI subsection 6.1 and 6.1.1 and 6.1.2 for further clarification.

Q16. Question – In the current NASPO Master Agreement, Attachment D – pg. 90 of 102, the following term is stated:

**BIDDERS MAY OFFER FOR CONSIDERATION, OTHER PLOW BLADES AND BLADE SYSTEMS THAT ARE NOT OTHERWISE INCLUDED IN THE ATTACHED SPECIFICATIONS.**

**BIDDERS MUST INCLUDE COMPLETE DETAILED SPECIFICATIONS AND DESCRIPTIONS FOR ANY BLADE OR BLADE SYSTEM OFFERED.**

Is this term applied to the new RFP and I missed it?

**A16. Terms and conditions of any contract resulting from this solicitation will be determined during the contract negotiation phase.**

Q17. Should an offeror be awarded, what are the steps to renew current state addendums in place with the NASPO Master Agreement?

**A17. It is anticipated that this solicitation would result in new Master Agreements, which in turn would result in new Participating Addenda.**

Q18. On page 4, Section II.F.3.b.ii. states "Bids must consist of a single email with a single, digitally searchable PDF attachment... Multiple emails and/or multiple attachments will not be accepted." and on page 5, Section IV.A.4 states "Cost Proposal, submitted as a separate document and separate file, if submitting electronically." Which is correct? Is it preferable to merge all information into one document or can we have multiple attachments?

**A18. Addressed in question-and-answer number 13: Bidders shall provide their bid response in one PDF formatted document along with the completed excel formatted Attachment H and I and the bidder's price catalog in an excel formatted document in one email as indicated in the RFP.**

Q19. On page 7, Section V.A.6.a. states "the State may invite Bidder(s) to provide a BAFO." In

our experience with contracts once an offer is made, we are held to said offer. Resubmitting a BAFO is new to us. Would this mean that we would have more specific information ie: estimated volumes and shipping destination to be able to propose a different price?

A19. If a BAFO is needed, bidders will be provided with information and instructions at that time.

Q20. On page 10, Section IV.D.1. states "Deviation from the format or structure of the Cost Proposal may result in Offeror's proposal being deemed non-responsive." We are unsure of what would be the best way to propose more than one product that meets the minimum specification if a line item; as well as propose blade systems that are 11' and 12' long (not listed on Attachment I – Cost Proposal). Could NASPO clarify?

A20. Bidders can utilize the space provided in Attachment I – Cost Proposal how they see fit. Please refer to Section 1 – on the Market Basket Tab of Attachment I for clarification.

Q21. On page 11, Section IV.H. states that offers are firm for 180 days. Just to clarify, this means that suppliers can't ask for a price adjustment for 6 months, but after the 180 days a price adjustment is possible if approved, is that correct?

A21. This is addressed in question-and-answer number 15.

Q22. We have come across some discrepancies between the items listed in each category in Attachment B, Section II and in the Attachment I. On Attachment B the Flexible blades are mentioned under Category 2, but on Attachment B, these articulating blade systems are listed under Category 1.

A22. These types of blades may fall under either category, depending on whether Offeror's product is designed to be mounted to a Truck (Category 1) or Grader (Category 2).

Q23. It has been our experience that one of the most popular front mounted plow blades are the ¾" x 6" carbide blades, however they are not listed on the Attachment I - Category 1. Are we to assume that blades with these specifications will not be purchased from the NASPO Value Contract?

A23. These items are reflective of only a subset of the overall market basket. The market basket is also not reflective of the only items Bidders may offer under their complete proposal. Bidders are being asked to provide what they have to offer based on column C minimum specifications. Bidders should provide what they can offer that meets or exceeds those minimum specifications.

Q24. On page 15, Attachment B, Category 2 – the 7/8" x 5" are given as an example for possible dimensions, however Attachment I is not listing blades with these specifications, are we to assume that 7/8" x 5" grader blades will not be purchased from the NASPO Value Contract?

A24. These items are reflective of only a subset of the overall market basket. The market basket is also not reflective of the only items Bidders may offer under their complete proposal. Bidders are being asked to provide what they have to offer based on column C minimum specifications. Bidders should provide what they can offer that meets or exceeds those minimum specifications.

Q25. The specifications on Attachment I under Category 1 for the items 4, 5 and 6 for the 8', 9' and 10' carbide blade systems including blades, isolators, clamps bars, corner guards, hardware bolts seem to specify the Ice-O-Force product, which is a patented product, thus a single source product. Is it the intent of NASPO Value for items 4,5,6 to exclude other systems by keeping isolators as a minimum requirement?

A25. These items are reflective of only a subset of the overall market basket. The market basket is also not reflective of the only items Bidders may offer under their complete proposal. Bidders are being asked to provide what they have to offer based on column C minimum specifications. Bidders should provide what they can offer that meets or exceeds those minimum specifications.



Q26. Are the regular single carbide blades without clamp bars and isolators not going to be purchased off the NASPO Value contract? Ex: ¾ by 6-inch steel, combined with 25-degree carbide inserts are not intended to be purchased off the NASPO Value contract?

A26. These items are included within the solicited scope. The items provided in the market basket are reflective of only a subset of the overall market basket. The market basket is also not reflective of the only items Bidders may offer under their complete proposal. Bidders are being asked to provide what they have to offer based on column C minimum specifications. Bidders should provide what they can offer that meets or exceeds those minimum specifications.

Q27. How can we propose more than one product that meet the minimum product specification of a particular line item?

A27. This is addressed in question-and-answer numbers 20.

Q28. On page 18, Attachment B, Section III.I.1. states “No minimum orders...” yet on page 40, Attachment E, Section VIII.8.2. states “The minimum shipment amount, if any, must be contained in the Master Agreement.” Could NASPO provide clarification regarding if minimum orders will be considered or not?

A28. Minimum Orders will not be considered.

Q29. On page 19, Attachment B, Section III.N.1. states “Freight from the distributor to the customer is an allowable charge.” Just to confirm, it means that if an OEM is supply NASPO Customers through distributors, the freight charge from the distributor to the customer can be added to the invoice?

A29. All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.

Q30. On page 19, Attachment B, Section III.N.2 states “Delivery is to be FOB Destination (of ordering entity) freight collect.” FOB Destination usually implies freight is shipped “prepaid” but with the “freight collect” it is unclear. Could NASPO clarify?

A30. All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.

Q31. Could NASPO offer some clarifications regarding Attachment H, Section D, 5., more specifically when it comes to “incorporating entity-specific language into their participating Addenda”?

A31. Through the participating addenda process a public entity may add state-specific terms and conditions. This is commonly the result of state-specific statute, administrative rules, policy or process that necessitates the incorporation of these state-specific terms. Offeror is to describe its approach to negotiating resulting participating addenda with these public entities.

Q32. Attachment H, Section F. states “Since the dealers are the ones the Purchasing Entities will be buying the equipment and parts from...” Are we to assume that OEM (Original Equipment Manufacturers) are not to supply the purchasing entities directly?

A32. When and if contracts are established, the contractor listed within the contract will be the party responsible for supplying product. Per the terms established in the awarded master agreement, an OEM may supply purchasing entities directly or utilize a dealer network. Regardless, the awarded Contractor (master agreement holder) shall be responsible for ensuring compliance with the terms of their agreement.

Q33. In answering the questions on Attachment H, Section F.6. inquiries about extended warranties. As the products we are offering are wear parts we are unsure how this question is applicable. What would be considered “extended warranties” for wear parts?

A33. If bidders choose, they can indicate in their response as “not applicable” and outline why it is not.

Q34. Can a state that wants a participating addendum but wants to order an item that is not on the NASPO product price sheet get quotes for their specific items from the contractor to create a participating addendum?

A34. The NASPO master agreement (product price sheet) sets the parameters for what may be purchased via a resulting participating addendum. A participating addendum may not expand the product offerings beyond what is provided for in the master agreement.

Q35. Page 7, award: Is the objective of this RFP to award an entire category to one contractor or will multiple contractors receive awards within a category or to the same category?

A35. Please refer to section V – Evaluation and Award Process – Subsection 7.

Q36. Page 17, Item F Delivery After Receipt of Order: The written delivery in this RFP is 90 days ARO. If a quantity ordered by a participating state is such that a contractor cannot meet the 90 day delivery, can the delivery timeframe be negotiated with the participating state and adjusted?

A36. This would be determined by each individual participating state through their own participating addendum, on what they can/will accept.

Q37. Page 19, Item N Shipping Fees:

A) If an awarded contractor ships product from a distributor is freight an allowable charge?

B) Delivery is FOB destination freight collect. Please elaborate on this, is freight FOB destination OR freight collect? On page 40, shipping is listed as FOB destination.

C) In reference to freight in general: freight charges should be permitted, to allow for shipping to each participating state. i.e. the pricing section of this RFP allows for no price difference to each state. A contractor is not able to provide the same price to both Vermont (for example) and to South Dakota (for example) if freight charges are not permitted. It is not reasonable to require a nationally published MSRP while not permitting freight charges.

A37. A) All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.

B) All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.

C) The provided catalog is to represent the ceiling price, as is customary within NASPO contract awards. This ceiling price reflects the cost that key factors such as delivery location are not yet known. As an individual order is identified, quantities are known, delivery location and time are known, etc. suppliers may and commonly do offer a reduction in the extended price. Offering a discounted rate to one public entity, because for example the delivery cost on the supplier is less, does not necessitate that supplier offering the same discounted rate to another public entity whose location does not warrant that price reduction.

Q38. Page 19, Item O Price Adjustments: This section permits adjustments to the contractor’s MSRP. Page 38 Item 6.1.1 states that pricing must be guaranteed for the initial term of the contract. What are the parameters for a contractor to adjust their MSRP?

A38. Please refer to Page 38 Item 6.1.2 and 6.1.3

Q39. Attachment I, Instruction 9: "must propose for each item in order to be considered for award." Can further explanation be given on this instruction? Is pricing required for each item in each category, all items in a category, or can pricing be given for only 3-4 items?

A39. Please refer to Attachment I, Instruction 9

Q40. Attachment I, Cost Proposal and page 15 Product Category Details: The product information listed on page 15 is extensive but the items listed on the cost proposal are fairly limited. Are the items listed on the cost proposal the only items this RFP is seeking pricing?

A40. These items are reflective of only a subset of the overall market basket. The market basket is also not reflective of the only items Bidders may offer under their complete proposal. Bidders are being asked to provide what they have to offer based on column C minimum specifications. Bidders should provide what they can offer that meets or exceeds those minimum specifications.

Q41. Attachment I, Cost Proposal Category 2: are the grader blades listed supposed to be "carbon steel" or "heat treated boron"? In our experience, some of these sizes are exclusively boron while others could be either/or. The material specification on page 17 only references carbon steel.

A41. Bidders are being asked to provide what they have to offer based on column C minimum specifications. Bidders should provide what they can offer that meets or exceeds those minimum specifications.

Q42. Attachment I Cost Proposal Category 3 Loader Bucket Edges: Is the State looking for a price per blade or per set? (For example: (1) 17" blade price OR a set of (2) blades that are 17" a piece?)

A42. Bidders shall indicate clearly in their response what is being offered as it pertains to quantity pricing. If bidder is offering pricing based on a set, that should be clearly indicated.

**STATE OF VERMONT  
DEPARTMENT OF BUILDINGS & GENERAL SERVICES  
OFFICE OF PURCHASING AND CONTRACTING  
133 STATE STREET  
MONTPELIER, VERMONT 05633-8000**

ADDENDUM 1

**RFP SNOWPLOW AND GRADER CUTTING EDGES**

PROPOSAL DATE: May 3, 2023  
QUESTIONS DUE BY: May 25, 2023 at 4:30 pm  
DATE OF BID OPENING: June 12, 2023 at 4:30 pm  
CHANGE (S): Addition of Substitution Language:

Addendum 1 hereby incorporates the following into section II of Attachment B

**SUBSTITUTION:** Bidders may offer, in their bids, substitutes to items identified by a manufacturer's number or brand. When offering a substitution, bidder must describe any differences and provide technical information that will assist in the State's evaluation.

Everything else remains the same.

This addendum is issued to incorporate the above changes (s).

All other conditions and specifications remain as originally written.

*Bill Vivian*

Bill Vivian  
STATE PURCHASING AGENT