REQUEST FOR PROPOSALS
for
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Issued by
the STATE OF LOUISIANA

In collaboration with

NASPO ValuePoint

SOLICITATION NUMBER Doc554414018

RFP WEBSITE: http://discovery.ariba.com/rfx/14916213

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RFP OVERVIEW

I. INTRODUCTION

This Request for Proposals (RFP) is being issued by the State of Louisiana ("Lead State") in collaboration with the NASPO ValuePoint cooperative purchasing program. The purpose of this RFP is to establish one or more Master Agreements with manufacturers and authorized distributors of **Vehicle Lifts and Garage Associated Equipment**.

Master Agreements are anticipated to include vehicle lifts, garage associated equipment, and/or accessories certified to meet Automotive Lift Institute (ALI) and **comply with the** American National Standards Institute (ANSI) standards, as well as training, installation, and site inspection services, **as requested**. Awards will be made bycategory:

- All proposals must include **Category A: Vehicle Lifts**
- **Category B: Garage Associated Equipment** is optional.

Proposers may be awarded a Master Agreement for Category A only or both Categories A and B. Category B will not be awarded as a standalone category.

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.

Participation in NASPO ValuePoint Master Agreements is convenient and cost-effective for eligible entities—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—and suppliers, with no membership or registration required. In 2021, contractors reported a combined **$13.87 billion** in sales through NASPO ValuePoint Master Agreements awarded through cooperative solicitations like this RFP, including a combined **$21.6 million** in sales through the current Vehicle Lift and Garage Associated Equipment portfolio.

More information about NASPO, NASPO ValuePoint, and the NASPO ValuePoint Lead State Model can be found at www.naspo.org and www.naspovaluepoint.org and in Attachment E, Participation Information.

II. GENERAL INFORMATION AND INSTRUCTIONS

A. RFP Contact. The following individual is the sole contact for this RFP:

Andrew Guzzardo
State Procurement Analyst
Office of State Procurement
State of Louisiana
andrew.guzzardo@la.gov

B. RFP Website. The Louisiana eProcurement Solutions by Ariba (LESA) website is the sole official source for RFP information and updates. It may be accessed by navigating to the following web address and clicking Respond to Posting:

http://discovery.ariba.com/rfx/14916213

C. RFP Documents. This RFP consists of this RFP Overview, 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, RFP Evaluation Plan
4. Attachment D, Sample Master Agreement
5. Attachment E, Participation Information
6. Attachment F, Protest Information
7. Attachment G, Proposer Information, Acknowledgements, and Certifications
8. Attachment H, Proposer Response Worksheet
9. Attachment I, Financial Proposal
10. Attachment J, Proposed Modifications to Sample Master Agreement
11. Attachment K, Claim of Business Confidentiality

D. Important Dates.

1. **RFP Open Date:** December 16, 2022
2. **RFP Pre-proposal Conference:** January 9, 2023 at 10:00 AM (CST)
3. **RFP Q&A Deadline:** January 13, 2023 at 11:59 PM (CST)
4. **RFP Close Date:** January 31, 2023 at 10:00 AM (CST)

Attendance at the RFP Pre-proposal Conference is optional, and registration is required at https://doa-ospla.zoom.us/meeting/register/tZMtcOutrj8pHtC7HCrwXDrDkF5gNuSISP8Z.

Dates and deadlines are subject to change. Proposers 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. For questions about the content of this RFP, submit your questions through the Event Messages section of this RFP in LESA. Questions must reference the specific section of the RFP to which the question relates.
3. For assistance with technical issues associated with the RFP Website, contact lesa@la.gov.

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. Includes the Solicitation Number 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, Proposer 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. Submit your proposal by the RFP Close Date through the RFP Website or via hard copy.

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, **Proposers 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 Entities and Purchasing Entities, except where specificity is requested.

The term of the Master Agreement(s) resulting from this RFP is anticipated to be five (5) years.

IV. PROPOSER RESPONSE

A. Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in the RFP. The Lead State encourages all Proposers to submit proposals electronically through the RFP Website. However, Proposer may submit proposals either through the RFP Website or via hard copy as described in Attachment A, RFP Terms and Conditions. The proposal must be submitted through the RFP Website or received in hard copy by the Office of State Procurement on or before the RFP Close Date.

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

1. Any response required to be submitted directly through the RFP Website, if submitting your proposal electronically;
2. Completed and signed Attachment G, Proposer Information, Acknowledgements, and Certifications
3. Completed Attachment H, Proposer Response Worksheet
4. Completed Attachment I, Financial Proposal, submitted as a separate document and separate file, if submitting your proposal electronically
5. Completed Attachment J, Proposed Modifications to Sample Master Agreement
6. Redlined copy of Attachment D, 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

Note: Microsoft Word versions of the attachments are available in the RFP Website by clicking References in the appropriate section.

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

1. This RFP Overview
2. Attachment A, RFP Terms and Conditions
3. Attachment B, Scope of Work
4. Attachment C, RFP Evaluation Plan
5. Attachment D, Sample Master Agreement
6. Attachment E, Participation Information
7. Attachment F, Protest Information

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. **Proposals will be evaluated and awarded by category.**

1. **Stage 1: Initial Responsiveness Evaluation.** 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 Evaluation.** 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 C, RFP Evaluation Plan may be rejected in accordance with Attachment A, RFP Terms and Conditions.
3. **Stage 3: Technical Criteria Evaluation.** Proposals meeting or exceeding the Mandatory Minimum Requirements will be evaluated against the Technical Criteria set forth in Attachment C, RFP Evaluation Plan. The Lead State and Multistate Sourcing Team will then determine which proposals will proceed to Stage 4: Cost Evaluation. Methods used to make this determination may include, but are not limited to, one or more of the following:

   - Identification of a natural break in total scores
   - Identification of a minimum scoring threshold above which Proposers are deemed to be adequately qualified
   - Consideration of the optimal number of Contractors required to successfully supply Deliverables to Participating Entities and Purchasing Entities

   In no event will a Proposer failing to score a minimum of fifty percent (50%) of the Technical Points Possible proceed to Stage 4: Cost Evaluation. Any proposal failing to receive the minimum score at the completion of the Technical Evaluation will not be evaluated further and will be ineligible for award.

4. **Stage 4: Cost Evaluation.** Financial Proposals for proposals not rejected following evaluation of Technical Criteria will be evaluated based on the average discount provided. Financial 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 Proposer's proposal being rejected, notwithstanding the results of the Financial Proposal evaluation.

B. 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 Entities and Purchasing Entities. Methods used to make this determination may include, but are not limited to, one or more of the following:

- Identification of a natural break in total scores
- Identification of a minimum scoring threshold above which Proposers are deemed to be adequately qualified
- Consideration of the optimal number of Contractors required to successfully supply Deliverables to Participating Entities and Purchasing Entities

C. The Lead State may, at its sole discretion, conduct a Best and Final Offer process with one or more Proposers.

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

E. Following approval of NASPO ValuePoint and any other approvals required by the Lead State, the Lead State will award Master Agreements to the Proposer(s) determined to be most advantageous to the Lead State and potential Participating Entities and Purchasing Entities by issuing a "Notice of Intent to Award" letter to the successful Proposer(s).

Attachment A

RFP TERMS AND CONDITIONS

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

I. DEFINITIONS

A. **Award** or **award** means the issuance of a "Notice of Intent to Award" letter to one or more successful Proposers following completion of the Multistate Sourcing Team's evaluation.
B. **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 Proposer 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.
C. **Contractor** means a Proposer with whom the Lead State executes a Master Agreement resulting from this RFP.
D. **Day** means a calendar day, unless otherwise indicated.
E. **Deliverable** means a good, product, service, solution, result, labor, or other effort being sought through this RFP.
F. **Interested State** means a state that has requested to be identified as a potential Participating Entity in this RFP.
G. **Lead State** means the State issuing this RFP.
H. **Master Agreement** means a contract, resulting from this RFP, that is executed by and between a successful Proposer and the Lead State, acting in collaboration with NASPO ValuePoint.
I. **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.
J. **NASPO** means the National Association of State Procurement Officials.
K. **NASPO ValuePoint** means the cooperative contracting division of NASPO.
L. **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.
M. **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.
N. **Participating Entity** means a state, or another entity authorized to enter into a Participating Addendum, that executes a Participating Addendum with a Contractor.
O. **Proposal** or **proposal** means the document(s), data, information, and other media submitted by a Proposer 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.
P. **Proposer** means an entity or individual submitting a proposal in response to this RFP.
Q. **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.
R. **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.
S. **RFP Close Date** means the date and time identified in Section II.D.4 of the RFP Overview.
T. **RFP Contact** means the individual identified in Section II.A of the RFP Overview.
U. **RFP Open Date** means the date and time identified in Section II.D.1 of the RFP Overview.

- **V. RFP Q&A Deadline** means the date and time identified in Section II.D.3 of the RFP Overview.
- **W. RFP Website** means the website identified in Section II.B of the RFP Overview.
- **X. Shall** means a mandatory requirement.
- **Y. Should** means a desirable action.

II. GOVERNING LAW AND VENUE

- **A.** This RFP and Proposer's participation in it is governed by and construed in accordance with the laws of the Lead State, including La. R.S. 39:1551-1736 (Louisiana Procurement Code).
- **B.** Unless otherwise specified in this RFP, venue for any protest, claim, dispute, or action relating to this RFP, including evaluation and award, is in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana. If the Nineteenth Judicial District Court lacks jurisdiction over the protest, claim, dispute, or action, and such protest, claim, dispute, or action must be brought in a federal forum, venue will be in the United States District Court for the Middle District of Louisiana.
- **C.** Proposer and Proposer's participation in this this RFP must comply with all applicable federal, state, and local laws, rules, and policies.
- **D.** All Deliverables proposed by Proposer 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 Proposer 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. Proposers 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 Proposers 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. Proposer 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 a Proposer's proposal.

D. <u>Conflicts and Issues.</u>

1. The following should be brought to the attention of the Lead State using the process described in this RFP for asking questions or, if applicable, by filing a protest using the process described in Attachment F, Protest Information:
   a. Any alleged conflict among the materials composing this RFP; and
   b. Any alleged issue relating to the content of this RFP, including instructions, requirements, or specifications alleged to be ambiguous, unduly restrictive, erroneous, anticompetitive, or unlawful.
2. Any protest, claim, dispute, or action based upon a conflict or issue described in 1.a or 1.b will be filed no later than two days prior to the RFP Close Date. Proposer waives the right to file any protest, claim, dispute, or action based upon a conflict or issue described in 1.a or 1.b if not filed by two days prior to the RFP Close Date.

E. <u>Blackout Period.</u> Communications regarding this RFP are subject to a Blackout Period, which begins on the RFP Open Date and ends upon award of one or more Master Agreements. During the Blackout Period, potential Proposers and their agents and representatives are prohibited from communicating about this RFP with any Lead State employee or Lead State contractor involved in any step in the RFP process, with the exception of the RFP Contact. "Involvement" in the RFP process includes but is not limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals. All communications to and from potential Proposers and their agents and representatives during the Blackout Period must be in accordance with this RFP's defined method of communication with the RFP Contact.

IV. PROPOSALS

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

B. <u>Modified and Alternate Proposals.</u> Proposer is expected to submit Proposer'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 Proposer an opportunity to modify or submit an addendum to Proposer's original proposal or to submit another proposal, including a best and final offer, prior to final evaluation and award. Alternate proposals will not be accepted unless otherwise specified in this RFP.

C. <u>Hard Copy Submission.</u> Proposers with the inability to submit their proposal electronically may, alternatively, submit a proposal via hard copy to the Lead State. If submitting via hard copy, proposals must be mailed or delivered by hand or courier service to:

Office of State Procurement
Claiborne Building
1201 North 3rd St.
Suite 2-160
Baton Rouge, LA 70802

1. Important – Clearly mark the outside of the envelope, box, or package with the name of this RFP, which can be found on the cover page of the RFP Overview; the Solicitation Number; and the RFP Close Date.
2. Proposers should be aware of security requirements for the Claiborne building and allow time to be photographed and presented with a temporary identification badge.

3. Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to the Office of State Procurement physical location. The Office of State Procurement is not responsible for any delays caused by the Proposer's chosen means of proposal delivery. Proposer is solely responsible for the timely delivery of its proposal. Failure to deliver a proposal by the RFP Close Date shall result in rejection of the proposal.
4. If submitting via hard copy, Proposer shall submit one (1) paper copy of the documents listed in Section IV.B of the RFP Overview and one (1) "searchable" electronic copy of the documents listed in Section IV.B of the RFP Overview on USB flash drive.

D. **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 Proposers prior to awarding a Master Agreement. Proposers are expected to be ready to participate in discussions, clarifications, or demonstrations with limited notice. Discussions, clarifications, and demonstrations must be consistent with Proposer's original proposal and will become an addendum to Proposer's proposal.

E. **Financial Proposal.**

1. Proposer must complete all required elements of Attachment I, Financial Proposal. The format and structure of the Financial Proposal is intended to allow for a fair evaluation of like costs among Proposers. Deviation from the format or structure of the Financial Proposal may result in Proposer's proposal being deemed non-responsive.
2. Proposer is wholly responsible for ensuring figures and calculations submitted in Proposer's completed Financial 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 Financial Proposal may result in Proposer's proposal being deemed non-responsive.
4. Proposer's proposed costs must be inclusive of all fees and charges, including but not limited to fees or charges for shipping, delivery, credit card payments, or personnel. All costs proposed by Proposer must also be inclusive of the NASPO ValuePoint administrative fee. Proposed costs incorporated into a Master Agreement resulting from this RFP represent not-to-exceed pricing and minimum discounts, where applicable. Except as permitted by Subsection 5, pricing offered to Participating Entities and Purchasing Entities must be no higher than pricing set forth in the Master Agreement.
5. A Participating Addendum may also require payment of an additional administrative fee by Contractors to a Participating Entity based on sales to Purchasing Entities within the jurisdiction of the Participating Entity. Unless otherwise negotiated by the Participating Entity, Contractor may adjust the Master Agreement pricing incorporated into the Participating Entity's Participating Addendum by an amount not to exceed the Participating Entity's fee. Such adjustments will have no effect on the NASPO ValuePoint administrative fee, pricing in the Master Agreement, or pricing offered to Purchasing Entities outside the jurisdiction of the Participating Entity.
6. In addition to the Financial Proposal evaluation described in this RFP, Financial Proposals may also be subject to an independent review for reasonableness by the Lead State. Costs determined not to be reasonable or best-value by the Lead State, including any cost to which Proposer's proposed markup or discount is to be applied, may result in all or part of Proposer's proposal being rejected, notwithstanding the results of the Financial Proposal evaluation.
7. At the Lead State's discretion, points earned in the Financial Proposal evaluation may be normalized and scaled to award the Proposer earning the highest total cost score the maximum number of cost points possible.

F. Proposed Modifications to the Sample Master Agreement.

1. 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.
2. Proposer-specific modifications to Attachment D, Sample Master Agreement, may be proposed as part of Proposer's proposal in Attachment J, Proposed Modifications to Sample Master Agreement, but are strongly discouraged. The quantity, breadth, and nature of modifications proposed by Proposer may be considered in the Lead State's evaluation of Proposer's proposal and of its risks, costs, and benefits to the Lead State and potential Participating Entities and Purchasing Entities. Proposing excessive or overly restrictive modifications, or proposing modifications upon which Proposer's proposal is conditioned, may result in Proposer's proposal being deemed non-responsive.
3. The following will not be considered by the Lead State:
   a. Any proposed modification not submitted with Proposer'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 Proposer's proposal; and
   d. Any proposed modification merely referencing another document or a URL.
4. Proposers 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 Proposer is awarded a Master Agreement resulting from this RFP, a comparison of Attachment D, Sample Master Agreement and Proposer's accepted modifications thereto may be posted on the NASPO ValuePoint website for examination by potential Participating Entities and Purchasing Entities.

G. Proposal Contact.

1. The Proposal Contact identified by Proposer in Attachment G, Proposer Information, Acknowledgements, and Certifications must be able to respond timely to communications from the Lead State. Proposer must, within 24 hours, notify the Lead State of any change to Proposer's Proposal Contact. Proposer is wholly responsible for ensuring communications received by Proposer's Proposal Contact are reviewed and addressed timely by the appropriate personnel.
2. The Lead State may, but is under no obligation to, notify Proposer's Proposal Contact of updates to the RFP Website, including the posting of RFP amendments. Proposer is wholly responsible for reviewing updates and submitting a proposal that is responsive to and compliant with the RFP as amended.

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

I. Proposal Validity. All proposals shall be considered valid for acceptance until such time an award is made, unless Proposer provides for a different time period within its proposal response. However, the Lead State reserves the right to reject a proposal if Proposer's acceptance period is unacceptable and Proposer is unwilling to extend the validity of its proposal.

J. Ownership and Disclosure of Proposals.

1. Hard copy proposals and tangible items submitted by Proposer 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 Proposer.
2. Proposer 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 Proposer'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 Proposer is claiming any portion of its proposal as confidential, proprietary, or protected, Proposer must complete the required sections of Attachment K, Claim of Business Confidentiality, and submit with Proposer's proposal a redacted copy of Proposer's proposal, which must be clearly marked as such. Proposer may not mark pricing or Proposer's entire proposal as confidential, proprietary, or protected. Submission of a Claim of Business Confidentiality does not guarantee that information claimed by Proposer as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. If Proposer fails to submit a redacted copy of Proposer's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Proposer releases the Lead State, NASPO, NASPO members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.

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

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

C. Rejection of Proposals. The Lead State may reject Proposer'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. Proposer is not responsible; or
4. Proposer has committed a violation of procurement law, rule, or policy.

D. 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.

E. 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;
   b. The quantity or diversity of Deliverables available through Master Agreements resulting from this RFP is insufficient to meet demand; or
   c. Changes in the industry, market, or technology justify the solicitation of new or supplemental Contractors or Deliverables.

F. Conditional Awards.

1. Award and execution of a NASPO ValuePoint Master Agreement by the Lead State is conditioned upon the following:
   a. Approval by NASPO ValuePoint;
   b. Approval by any individual or group of individuals required to approve Lead State awards or contracts, including but not limited to legal counsel, an overseeing board, or agency head;
   c. Continued eligibility for award following resolution of any protests received by the Lead State; and
   d. Negotiation of Master Agreement terms, conditions, and pricing satisfactory to the Lead State, awarded Proposer, and NASPO ValuePoint.
2. Approval of awards and Master Agreements may be in whole or in part.
3. Awards and Master Agreements not approved by NASPO ValuePoint may, at the Lead State's option, result in a contract for use by the Lead State only.
4. If negotiation of a contract with a successful Proposer exceeds thirty (30) days, or if a successful Proposer fails to sign a contract within seven (7) days of delivery of the contract to Proposer, the Lead State may, at its sole discretion, cancel the award to Proposer.
5. Proposer agrees to hold the Lead State and NASPO harmless and release the Lead State and NASPO from any liability for damages arising from non-award or non-execution of a contract.
6. Nothing in this section affects Proposer's right to file a protest in accordance with Attachment F, Protest Information.

G. <u>Term.</u> 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.

H. <u>Best and Final Offers (BAFO).</u> The Lead State reserves the right to conduct a BAFO with one or more Proposers determined to be reasonably susceptible of being selected for award. If conducted, the Proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the Lead State in clarifying the Scope of Work or to obtain the most cost-effective pricing available from the Proposers.

VI. POTENTIAL PARTICIPATING ENTITIES

A. <u>Interested States.</u>

1. States that have requested to be named in this RFP as potential participants in the resulting Master Agreement(s) are listed as Interested States in Attachment E, Participation Information. This list neither guarantees execution of a Participating Addendum by an Interested State nor precludes execution of a Participating Addendum by any state or entity not identified as an Interested State.
2. The Estimated Annual Volume in Attachment E, Participation Information aggregates usage estimates, self-reported by the Interested States, which may be based on any factor considered relevant by each Interested State, including historical usage and anticipated future usage. No minimum or maximum level of sales volume is guaranteed or implied.
3. Some Interested States have also provided state-specific terms and conditions that may apply to a Participating Addendum executed with a Proposer awarded a Master Agreement through this RFP. Any terms and conditions included in Attachment E, Participation Information are being provided for informational purposes only and will not be incorporated into the Master Agreement or addressed or negotiated by the Lead State. Participation and the terms and conditions applicable to each Participating Entity will be determined by the Participating Entity following negotiation of a Participating Addendum with a Contractor.

B. <u>Potential Participation by Canadian Entities.</u> In addition to potential Participating Entities within the United States, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, the Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island, Quebec, Saskatchewan, and 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.

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 Proposers 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.

The scope of work of the Master Agreements resulting from this RFP will be based upon the category(ies) awarded to each Contractor.

I. Overview and Definitions

The Contractor shall provide one or both of the following categories of Deliverables to the Lead State, Participating Entities, and Purchasing Entities:

A. Vehicle Lifts and Shop Equipment for light- and heavy-duty vehicles; and
B. Garage Associated Equipment.

The Master Agreements resulting from this solicitation are not intended to replace or materially overlap in scope with other NASPO ValuePoint contract portfolios, including the following:

- NASPO ValuePoint Master Agreement(s) for Automotive Parts
- NASPO ValuePoint Master Agreement(s) for Facilities Maintenance, Repair, and Operations (MRO) and Industrial Supplies

Proposers may include equipment, accessories, and services available under these portfolios only to the extent that such solutions are complementary to the equipment, products, or services being proposed by Proposer. The Lead State may, at its sole discretion, reject products and services from a Proposer's proposal, or remove products and services from a Contractor's Master Agreement, if the Lead State determines that such products and services exceed the intended scope of this solicitation or do not comply with this requirement.

Definitions

A. ALI means the Automotive Lift Institute, Inc.
B. ANSI means the American National Standards Institute.

II. Master Agreement Objectives

The Master Agreement(s) resulting from this RFP are intended to meet the diverse needs of the Lead State, Participating Entities, and Purchasing Entities, which have an existing base of vehicle lifts and garage associated equipment from multiple manufacturers and require many types of lifts and equipment due to the numerous types of vehicles serviced. The arrangement and capacity of facilities among Participating and Purchasing Entities will vary with respect to the type of equipment needed and any installation requirements.

III. Master Agreement Deliverables

A. Vehicle Lifts and Accessories. All vehicle lifts and accessories available under the Master Agreement shall meet the current Automotive Lift Institute, Inc. (ALI) certifications and ~~standards and be accredited by~~ **should comply with** the American National Standards Institute (ANSI) **standards**. All standard lifts shall be ALI certified and posted on the ALI website (http://www.autolift.org/). Vehicles Lifts and accessories shall comply with all federal, state, and local laws, regulations, and safety standards.

Any lifts and accessories purchased under this contract shall be delivered with all standard equipment for operational use along with additional accessories and manuals/literature requested. Delivery should be FOB Destination freight prepaid by vendor ~~**and added to invoice**~~, with title passing upon receipt of goods to the Purchasing Entity. ~~**An estimate of shipping chargesmust be provided to the Purchasing Entity prior to shipment.**~~ The desired lift types (as defined bythe Automotive Lift Institute, Inc. and the Lead State) include the following:

1. Two Post Surface Mounted
2. Multi-Post Runway
3. Low/Mid Rise Frame Engaging
4. Drive-On Parallelogram
5. Scissors
6. Mobile Column
7. In-Ground

This is not intended to be an exhaustive list.

B. **Garage Associated Equipment.** Garage Associated Equipment and Accessories shall comply with all federal, state, and local laws, regulations and safety standards. Only ~~certified~~ equipment ~~meeting~~ **complying with** ANSI standards **should** ~~shall~~ be provided under this contract. Garage equipment shall be new and the most current production model. Any shop equipment and accessories purchased underthis contract shall be delivered with all standard equipment for operational use along with additional accessories and manuals/literature requested. Delivery should be FOB Destination freight prepaid by vendor ~~**and added to invoice**~~, with title passing upon receipt of goods to the Purchasing Entity. ~~**An estimate of shipping charges must be provided to the Purchasing Entity prior to shipment.**~~ The desired Garage Associated Equipment includes, but is not limited to:

1. Wheel balancers, tire changers, alignment and tire machines
2. Brake lathes
3. Stationary air compressors and pneumatic equipment
4. Parts washers
5. Exhaust ventilation systems
6. Diagnostic equipment
7. Vehicle wash systems

This is not intended to be an exhaustive list.

IV. Contractor Responsibilities and Tasks

A. Contractor shall perform site inspections at no additional charge, **as requested**. The purpose of the site inspection is to obtain a product recommendation from the Contractor. Upon completion of a sitevisit, Contractor shall provide the following:

1. Lift and accessory recommendation
2. Contract pricing, and
3. Installation cost.

B. Contractor recommendations are not required to be purchased. Contractor should have the ability to deliver to all potential Purchasing Entities, including the contiguous continental 48 US states, Alaska, Hawaii, US territories, etc.:

1. Delivery should be FOB Destination freight prepaid by vendor ~~**and added to invoice**~~, withtitle passing upon receipt of goods by the Purchasing Entity. An estimate of shipping charges must be provided to the Purchasing Entity prior to shipment.

2. Delivery and/or installation should be available for all locations regardless of facility accessibility, i.e. loading docks, forklifts, working hours, etc.

C. Contractor shall provide installation and repair services of any equipment purchased under this contract and should be able to provide deconstruction and removal of existing equipment.

D. Contractor shall provide training in the safe operation of purchased equipment, as requested.

E. For vehicle lifts, Contractor shall be either the manufacturer of the lift as named on ALI lift certification documents or an authorized distributor for the manufacturer of the lift as named on ALI lift certification documents.

F. For garage-associated equipment, the Contractor shall be either the manufacturer or an authorized distributor of the equipment.

G. The Contractor shall supply a list of all authorized distributors by State.

H. For vehicle lifts, Contractor shall provide a minimum warranty of one (1) year on all components and labor.

I. For garage–associated equipment, Contractor shall provide a warranty on all components and labor.

J. Contractor shall be responsible for any of the following costs that are a result of equipment/mechanical failures incurred under normal operation conditions during the warranty period:

1. Inspections
2. Adjustments
3. Parts
4. Labor
5. Travel, pickup and/or delivery costs.

K. All equipment must meet federal and state safety requirements at the time of purchase.

L. Contractor shall provide authorized certified manufacturer technicians for all needed warranty and non-warranty repairs and preventative maintenance. Parts and workmanship shall be in compliance with OEM and the applicable ANSI and/or ALI standards.

M. Contractor shall be able to service a physical address within the Continental United States during relevant local working hours.

V. Lead State Responsibilities and Tasks

A. The Lead State and Participating States will measure and evaluate the Contractor's performance quarterly to ensure contract requirements are being met.

Attachment C

RFP EVALUATION PLAN

Master Agreements resulting from this RFP will be made by category and may include Category A only or both Categories A and B:

- All proposals must include, and all Master Agreements will include, **Category A: Vehicle Lifts**. Proposers not selected for award in Category A will not be awarded a Master Agreement.
- **Category B: Garage Associated Equipment** is optional. Proposers including Category B in their proposals but not selected for award in Category B may still be awarded a Master Agreement for Category A. **Category B will not be awarded as a standalone category.**

EVALUATION OF CATEGORY A: VEHICLE LIFTS

Stage 1: Initial Responsiveness Evaluation. 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 Evaluation. Complete and responsive proposals will be reviewed for compliance with the following Mandatory Minimum Requirements:

Criteria	Evaluation	Result
Minimum Proposer Qualifications	Pass/fail	
Minimum Specifications	Pass/fail	
	Stage 2 Result:	

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

Criteria	Technical Points Possible	Proposer's Technical Points Earned
Proposer Experience, Skills, and Qualifications	15	
Response to Scope of Work	22	
Approach and Methodology	28	
Implementation and Promotion of the NASPO ValuePoint Master Agreement	5	
Stage 3 Total:	**70**	

The Lead State and Multistate Sourcing Team will then determine which proposals will proceed to Stage 4: Cost Evaluation. Methods used to make this determination may include, but are not limited to, one or more of the following:

- Identification of a natural break in total scores
- Identification of a minimum scoring threshold above which Proposers are deemed to be adequately qualified
- Consideration of the optimal number of Contractors required to successfully supply Deliverables to Participating Entities and Purchasing Entities

In no event will a Proposer failing to score a minimum of fifty percent (50%) of the Technical Points Possible proceed to Stage 4: Cost Evaluation. Any proposal failing to receive the minimum score at the completion of the Technical Evaluation will not be evaluated further and will be ineligible for award.

Stage 4: Cost Evaluation. Financial Proposals for proposals not rejected following evaluation of Technical Criteria will be evaluated based on the average discount provided.

PROPOSED COSTS

Cost Item	Lowest Cost	Proposer's Cost	Cost Points Possible	Proposer's Cost Points Earned
Average net price per lift capacity (from Market Basket)			30	
		Total:	**30**	

The formula for calculating cost points earned for average net price per lift capacity is Proposer's Average Net ~~**Price Per Lift Capacity/Highest Average Net Price Per Lift Capacity**~~ ~~x~~ ~~**Cost Points Possible**~~ **Lowest Average Net Price Per Lift Capacity/ Proposed Price Per Lift Capacity X Cost Points Possible**. The Lead Statereserves 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.

Financial 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, including any cost to which Proposer's proposed markup or discount is to be applied, may result in all or part of Proposer's proposal being rejected, notwithstanding the results of the Financial Proposal evaluation.

Evaluation Summary

Stage	Total Points Possible	Proposer's Total Points Earned
Technical Criteria Evaluation	70	
Cost Evaluation	30	
Total:	**100**	

Award Selection

The Lead State and Multistate Sourcing Team will then determine which proposals are most advantageous to the Lead State and potential Participating Entities and Purchasing Entities. Methods used to make this determination may include, but are not limited to, one or more of the following:

- Identification of a natural break in total scores
- Identification of a minimum scoring threshold above which Proposers are deemed to be adequately qualified
- Consideration of the optimal number of Contractors required to successfully supply Deliverables to Participating Entities and Purchasing Entities

The Lead State may, at its sole discretion, conduct a Best and Final Offer process with one or more Proposers.

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

Following approval of NASPO ValuePoint and any other approvals required by the Lead State, the Lead State will award Master Agreements to the Proposer(s) determined to be most advantageous to the Lead State and potential Participating Entities and Purchasing Entities by issuing a "Notice of Intent to Award" letter to the successful Proposer(s).

EVALUATION OF CATEGORY B: GARAGE ASSOCIATED EQUIPMENT

Stage 1: Initial Responsiveness Evaluation. 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 Evaluation. Complete and responsive proposals will be reviewed for compliance with the following Mandatory Minimum Requirements:

Criteria	Evaluation	Result
Minimum Proposer Qualifications	Pass/fail	
Minimum Specifications	Pass/fail	
	Stage 2 Result:	

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

Criteria	Technical Points Possible	Proposer's Technical Points Earned
Proposer Experience, Skills, and Qualifications	15	
Response to Scope of Work	22	
Approach and Methodology	28	
Implementation and Promotion of the NASPO ValuePoint Master Agreement	5	
Stage 3 Total:	**70**	

The Lead State and Multistate Sourcing Team will then determine which proposals will proceed to Stage 4: Cost Evaluation. Methods used to make this determination may include, but are not limited to, one or more of the following:

- Identification of a natural break in total scores
- Identification of a minimum scoring threshold above which Proposers are deemed to be adequately qualified
- Consideration of the optimal number of Contractors required to successfully supply Deliverables to Participating Entities and Purchasing Entities

In no event will a Proposer failing to score a minimum of fifty percent (50%) of the Technical Points Possible proceed to Stage 4: Cost Evaluation. Any proposal failing to receive the minimum score at the completion of the Technical Evaluation will not be evaluated further and will be ineligible for award.

Stage 4: Cost Evaluation. Financial Proposals for proposals not rejected following evaluation of Technical Criteria will be evaluated based on the average discount provided.

PROPOSED COSTS

Cost Item	Lowest Cost	Proposer's Cost	Cost Points Possible	Proposer's Cost Points Earned
Average discount percentage for garage-associated equipment (from submitted catalog/price list)			30	
		Total:	**30**	

The formula for calculating cost points earned for average discount percentage is **Proposer's Average Discount / Highest Average Discount** x **Cost Points Possible.** 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.

Financial 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, including any cost to which Proposer's proposed markup or discount is to be applied, may result in all or part of Proposer's proposal being rejected, notwithstanding the results of the Financial Proposal evaluation.

Evaluation Summary

Stage	Total Points Possible	Proposer's Total Points Earned
Technical Criteria Evaluation	70	
Cost Evaluation	30	
Total:	**100**	

Award Selection

The Lead State and Multistate Sourcing Team will then determine which proposals are most advantageous to the Lead State and potential Participating Entities and Purchasing Entities. Methods used to make this determination may include, but are not limited to, one or more of the following:

- Identification of a natural break in total scores
- Identification of a minimum scoring threshold above which Proposers are deemed to be adequately qualified
- Consideration of the optimal number of Contractors required to successfully supply Deliverables to Participating Entities and Purchasing Entities

The Lead State may, at its sole discretion, conduct a Best and Final Offer process with one or more Proposers.

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

Following approval of NASPO ValuePoint and any other approvals required by the Lead State, the Lead State will award Master Agreements to the Proposer(s) determined to be most advantageous to the Lead State and potential Participating Entities and Purchasing Entities by issuing a "Notice of Intent to Award" letter to the successful Proposer(s).

Attachment D

SAMPLE MASTER AGREEMENT

The Master Agreement(s) resulting from this RFP will include, but are not limited to:

- A scope of work based on the contents of this RFP and Proposer's proposal, as accepted by the Lead State;
- Pricing information based on Proposer's submitted Market Basket pricing and submitted established price/catalog list, as accepted by the Lead State; and
- The below terms and conditions, subject to modifications approved by the Lead State and NASPO ValuePoint.

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 term of this Master Agreement is five (5) years. The Lead State may, prior to execution, adjust the effective date or duration of the term 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. Participation

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 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 otherwise negotiated by the Participating Entity, Contractor may adjust the Master Agreement pricing incorporated into the Participating Entity's Participating Addendum by an amount not to exceed the Participating Entity's fee. Such adjustments will have no effect on the NASPO ValuePoint administrative fee, pricing in the Master Agreement, or pricing offered to Purchasing Entities outside the jurisdiction of the Participating Entity**.~~Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricingto 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 Contractor may periodically update Contractor's product and service catalog without amendment to this Master Agreement, provided the catalog is accessible to the Lead State, Participating Entities, and Purchasing Entities on Contractor's website or the NASPO ValuePoint website. All discounts must be guaranteed and maintained for the entire term of this Master Agreement, and all products and services offered must comply with the requirements herein. All pricing is subject to an independent review for reasonableness and best value by the Lead State. Pricing for any product or service that is determined by the Lead State to be unreasonable, including any cost to which Contractor's discount is being applied, may result in removal of the product or service from this Master Agreement.

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 Prohibition Against Advance Payment. Unless otherwise agreed upon in a Participating Addendum or Order, no compensation or payment of any nature shall be made in advance of services actually performed or products actually delivered.

6.4 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 substantial 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 shall maintain Automobile Liability insurance with a minimum combined single limit per accident of not less than $1 million;

13.3.3 Contractor shall maintain Workers Compensation insurance in compliance with the Workers Compensation law of the state of the Contractor's headquarters. Employers Liability is included with a minimum limit of $1 million per accident/per disease/per employee.

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, venue for any protest, claim, dispute, or action relating to the procurement, evaluation, or award, or concerning the terms of this Master Agreement, will be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana. If the Nineteenth Judicial District Court lacks jurisdiction over the protest, claim, dispute, or action, and such protest, claim, dispute, or action must be brought in a federal forum, venue will be in the United States District Court for the Middle District of Louisiana.

14.12.3 Venue for any protest, 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.

14.12.4 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.

14.15 Contractor's Cooperation. The Contractor has the duty to fully cooperate with the Lead State, NASPO ValuePoint, a Participating Entity, and a Purchasing Entity and provide any and all requested information or documentation to the Lead State, NASPO ValuePoint, Participating Entity, or Purchasing Entity when requested. This applies even if this Master Agreement is terminated and/or a lawsuit is filed.

14.16 Federal Clauses.

14.16.1 Compliance with Civil Rights Laws. The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

14.16.2 Anti-Kickback Clause. The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

14.16.3 Clean Air Act. The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

14.16.4 Energy Policy and Conservation Act. The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

14.16.5 Clean Water Act. The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

14.16.6 Anti-Lobbying and Debarment Act. The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

14.17 E-Verify. The Contractor shall comply with the provisions of federal law pertaining to E-Verify in the performance of services under this Contract.

14.18 Headings. Descriptive headings in this Master Agreement are for convenience only and shall not affect the construction of this Master Agreement or meaning of contractual language.

14.19 Severability. If any term or condition of this Master Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Master Agreement are declared severable.

14.20 Complete Agreement. This is the complete agreement between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this agreement. This Master Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Master Agreement and there are no other agreements or understanding changing or modifying the terms.

Attachment E
PARTICIPATION INFORMATION

The NASPO ValuePoint Process

The NASPO ValuePoint Lead State Model™ is a collaborative procurement process representing the input and interests of public entities across the nation.

THE LEAD STATE MODEL™

- Members & Stakeholders Identify Shared Cooperative Contracting Needs
- NASPO ValuePoint Engages Lead State & Multistate Sourcing Team
- Members & Stakeholders Provide Input on RFP Specifications & Objectives
- Lead State Issues RFP in Compliance with Lead State Laws
- Lead State & Multistate Sourcing Team Evaluate Supplier Proposals
- Lead State Negotiates & Executes Master Agreements
- Participating States & Entities Execute Participating Addenda
- Purchasing Entities Buy Directly from NASPO ValuePoint Contractors

NASPO ValuePoint does not charge fees to Participating Entities or Purchasing Entities—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. Suppliers pay only a nominal administrative fee based on their total sales. By leveraging the collective volume of potential purchases nationwide, NASPO ValuePoint is able to offer customers the best value in cooperative contracting while giving suppliers the opportunity to reach multiple markets through a single solicitation.

Historical Usage

The following table identifies total sales reported by Vehicle Lifts and Garage Associated Equipment contractors through NASPO ValuePoint Master Agreements over the past five (5) calendar years:

Year	Reported Historical Sales Volume
2017	$6,613,429
2018	$12,182,659
2019	$20,328,231
2020	$21,595,615
2021	$23,809,800

No minimum or maximum level of sales volume is guaranteed or implied.

Interested States

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
Arizona	$288,582.74	Exhibit A
Connecticut	$191,000	Exhibit B
Delaware	$185,000	N/A
Hawaii	N/A	Exhibit C
Illinois	N/A	Exhibit D
Louisiana	$695,164.25	Exhibit E
Maine	$0	N/A
Missouri	$50,000	N/A
New Mexico	$120,000	Exhibit F
South Dakota	$2,500,000	N/A

TOTAL ESTIMATED ANNUAL VOLUME FROM INTERESTED STATES: $4,029,747

The Reported 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 on the RFP website, that may apply to a Participating Addendum executed with a Proposer 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.

Attachment F

PROTEST INFORMATION

This attachment is intended to provide Proposers with an overview of the Lead State's protest law, procedures, and requirements, which may be updated and amended without notice. Proposers filing a protest are wholly responsible for locating, understanding, and complying with protest law, procedures, and requirements in effect at the time of the protest.

Any person aggrieved in connection with this RFP or the specifications contained therein has the right to protest in accordance with La. R.S. 39:1671. Such protest shall be made in writing to the Lead State's Director of State Procurement at least two (2) days prior to the RFP Close Date.

Any person aggrieved by a proposed award has the right to submit a protest in writing, in accordance with La. R.S. 39:1671, to the Director of State Procurement, within fourteen (14) days of the award/intent to award. The "Notice of Intent to Award" letter starts the protest period.

Attachment G

PROPOSER INFORMATION, ACKNOWLEDGEMENTS, AND CERTIFICATIONS

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

I. PROPOSER 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

II. BUSINESS DETAILS

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

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

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

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

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

III. PROPOSAL CONTACT

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

A. Proposal Contact Name:
B. Proposal Contact Title:
C. Proposal Contact Email:
D. Proposal Contact Phone Number:

IV. ACKNOWLEDGEMENTS AND CERTIFICATIONS

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

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

☐ Neither Proposer 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.

☐ Proposer cannot certify the statement above, and Proposer will affix a written explanation to this attachment for review by the Lead State. If after reviewing Proposer'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 Proposer a Master Agreement, the Lead State may reject Proposer's proposal.

B. Non-collusion.

1. This proposal has been developed independently by Proposer and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other Proposer 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 Proposer or its employees or agents to any person not an employee or agent of Proposer and will not be communicated to any such persons prior to the RFP Close Date.

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

☐ Proposer is not an entity subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments, and Proposer's offerings do not contain, include, or utilize components or services supplied by any entity subject to the same. Proposer's offerings also do not contain, include, or utilize covered technology prohibited under Section 889 of the National Defense Authorization Act, as amended.

☐ Proposer cannot certify all statements above, and Proposer will affix a written explanation to this attachment for review by the Lead State. If after reviewing Proposer'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 Proposer a Master Agreement, the Lead State may reject Proposer's proposal.

D. Discriminatory Boycotts of Israel. (Check one of the below.)

☐ In preparing its response, Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions.

☐ Proposer cannot certify the statement above, and Proposer will affix a written explanation to this attachment for review by the Lead State. If after reviewing Proposer'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 Proposer a Master Agreement, the Lead State may reject Proposer's proposal.

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

☐ Proposer 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.

☐ Proposer cannot certify the statement above, and Proposer will affix a written explanation to this attachment for review by the Lead State. If after reviewing Proposer'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 Proposer a Master Agreement, the Lead State may reject Proposer's proposal.

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

G. NASPO ValuePoint Administrative Fee. Proposer agrees to pay an administrative fee and submit summary and detailed sales reports to NASPO ValuePoint in accordance with Attachment D, Sample Master Agreement. All costs proposed by Proposer must be inclusive of the NASPO ValuePoint administrative fee. Proposer understands that the requirements in this section are mandatory and will not be negotiated by the Lead State.

H. Marketing Plan. If awarded a Master Agreement resulting from this RFP, within 30 days of execution of the Master Agreement, Proposer will meet with NASPO ValuePoint marketing personnel to review and track progress on the marketing plan described by Proposer in Attachment H, Proposer Response Worksheet.

I. Confidential, Proprietary, or Protected Information. As set forth in Attachment A, RFP Terms and Conditions, if Proposer is claiming any portion of its proposal as confidential, proprietary, or protected, Proposer must complete the required sections of Attachment K, Claim of Business Confidentiality, and submit with Proposer's proposal a redacted copy of Proposer's proposal, which must be clearly marked as such. Proposer may not mark pricing or Proposer's entire proposal as confidential, proprietary, or protected. Submission of a Claim of Business Confidentiality does not guarantee that information claimed by Proposer as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. If Proposer fails to submit a redacted copy of Proposer's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Proposer releases the Lead State, NASPO, NASPO members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.

J. Conditional Awards. Proposer understands that awards and execution of a Master Agreement are conditional as set forth in Attachment A, RFP Terms and Conditions, and Proposer agrees to hold the Lead State and NASPO harmless and release the Lead State and NASPO from any liability for damages arising from non-award or non-execution of a contract.

K. Understanding of the RFP. Proposer 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 Proposer 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, Proposer acknowledges and understands that any protest, claim, dispute, or action based upon a conflict or issue described herein must be filed no later than two days prior to the RFP Close Date, and Proposer waives the right to file any protest, claim, dispute, or action based upon a conflict or issue described herein if not filed by two days prior to the RFP Close Date.

Signature

The undersigned is one of the following:

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

By signing below, the undersigned warrants that the representations made and the information provided in Proposer'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, Proposer, 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 Proposer.

PROPOSER:

______________________________	______________________________
Signature	**Date**
______________________________	______________________________
Printed Name	**Title**
______________________________	______________________________
Email Address	**Phone Number**

Attachment H

PROPOSER RESPONSE WORKSHEET

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

All Proposers must be able to provide products and services in, and meet all requirements associated with, Category A: Vehicle Lifts. Proposer's proposal may **also**, at Proposer's option, include Category B: Garage Associated Equipment.

Check one of the following:

☐ **Vehicle Lifts Only:** Proposer wishes to be considered for an award in Category A: Vehicle Lifts only and has provided responses to each prompt and question in **Sections 1 and 2** of this worksheet. Proposer's proposal will be evaluated against the criteria for Category A as set forth in Attachment C, RFP Evaluation Plan. Proposer may be awarded a Master Agreement for Category A only.

☐ **Vehicle Lifts and Garage Associated Equipment:** Proposer wishes to be considered for an award in both Category A: Vehicle Lifts **and** Category B: Garage Associated Equipment and has provided responses to each prompt and question in **Sections 1, 2, and 3** of this worksheet. Proposer's proposal will be evaluated against the criteria for both Categories A and B as set forth in Attachment C, RFP Evaluation Plan. Proposer may be awarded a Master Agreement for Category A only **or** both Categories A and B. Category B will not be awarded as a standalone category.

Responses provided for each category must be relevant to that category.

Section 1: Vehicle Lifts (REQUIRED)

I. Response to Mandatory Minimum Requirements

A. Minimum Proposer Qualifications

1. Proposer must be the manufacturer, or an authorized distributor for the manufacturer, of the vehicle lifts being proposed by Proposer, as named on ALI lift certification documents. Do you meet this requirement?

B. Minimum Specifications

1. Proposer is required to provide a minimum one (1) year components and labor warranty on all vehicle lifts proposed by Proposer. Do you meet this requirement?

2. Proposer is required to provide training in the safe operation of purchased equipment. Do you meet this requirement?

II. Response to Technical Criteria

A. Proposer Experience, Skills, and Qualifications

1. Provide a profile of your company, including a brief description of the company and its history.

2. Describe your company's growth during the past five (5) years.

3. Describe the breadth and length of your company's experience performing the same or similar Scope of Work or providing the same or similar Deliverables to other public sector customers and private firms. For each of the last five (5) full calendar years, include the percentage of your company's revenue generated from these Deliverables and the total dollar amount and percentage of your company's revenue generated by sales to public sector entities.

4. Provide evidence of your customers' satisfaction with your products and services. Other relevant information may include the results of customer surveys, vendor performance ratings and evaluations, and client retention rate.

5. Provide the following information about the two (2) largest contracts (by dollar value) serviced by your company within the past five (5) years:
   a. Contract #1
      a. Name of contracting entity
      b. Contract number
      c. Dollar amount of the contract
      d. Brief description of products and services provided
      e. Description of coordination with other contractors, if any
   b. Contract #2
      a. Name of contracting entity
      b. Contract number
      c. Dollar amount of the contract
      d. Brief description of products and services provided
      e. Description of coordination with other contractors, if any

6. Provide a detailed explanation outlining the licenses and certifications that are held by your company (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?

7. For informational purposes only, identify if your company or any of your partners or subcontractors meets any supplier diversity designations, such as veteran-owned business, small business, minority-owned business, or woman-owned business.

B. Response to Scope of Work

1. Describe your plan for meeting the Master Agreement Objectives identified in Attachment B, Scope of Work.

2. Provide evidence of your ability to provide the Deliverables identified in the Scope of Work. Include a description of what differentiates your company's products and services from your competitors'.

3. Describe your ability to fulfill Contractor Responsibilities and Tasks identified in the Scope of Work.

4. Describe any innovative products or services you will offer through your Master Agreement or innovative approaches you will take to fulfill the Scope of Work and meet the requirements of the Master Agreement. Your response may include, but is not limited to, additional products and services, ecommerce capabilities, marketing capabilities, green initiatives, and technological advancements.

C. Approach and Methodology

1. Describe the capabilities available through your company and, if applicable, your authorized network of dealers, distributors, and resellers that support your ability to provide turnkey solutions. Your response should include, but is not limited to, site assessment, equipment consultations & recommendation, deconstruction and removal of existing equipment, installation, inspection, and maintenance.

2. Describe the training services you offer.

3. Describe your process for service call requests.

4. Describe your process for addressing routine part orders.

5. Describe your approach to handling emergency orders and/or service. Your description may include, but is not limited to, response time, breadth of service coverage, and service level.

6. Provide your average order fulfillment timeframe and average on-time delivery rate.

7. Describe any vendor partners you have that enhance your company's ability to handle the needs of a multistate cooperative.

8. Describe your service area in the United States (the contiguous continental 48 states, Alaska, Hawaii, and U.S. territories).

9. Describe your plan to deliver equipment to the contiguous continental 48 US states. Is freight included in the equipment price?

10. Describe your plan to deliver equipment to Alaska, Hawaii, US territories, and other offshore Purchasing Entities.

11. Describe how your dealer network operates to sell and deliver the Deliverables identified in this RFP.

12. Describe how you plan to distribute the Deliverables nationwide.

13. Provide the number, location, and size of distribution facilities, warehouses, and retail network, as applicable to the scope of this RFP.

14. Identify all other companies that will be involved in processing, handling, or shipping the Deliverables.

15. Describe your public sector sales objectives for the next three (3) to five (5) years, as well as the key elements of your strategic plan to achieve those objectives.

16. Describe the manufacturing process and any advantages it offers. Your response may include, but is not limited to, facility locations, explanation of the materials used during various manufacturing processes, a description of the inspection and quality control processes, and identification of manufacturing certifications (*e.g.*, ISO).

17. Is the installation service performed by a company-owned installation team or one of your dealers or resellers?

18. Describe the installation process.

19. Describe the qualifications of the installation crews. Your response may include, but is not limited to, training and certification requirements.

20. Describe the site inspection and product recommendation process.

21. Describe the post-installation inspection and adjustment process.

22. What are your quality assurance measures and how are they handled in your organization?

23. Describe your customer service offerings, including availability of key personnel and help desk services.

24. Describe how you assess customer satisfaction.

25. Describe your customer website and its capabilities, including its ability to display catalogs and information specific to this Master Agreement.

26. Describe your return policy.

27. Describe your ordering process and methods of order submission, including any online system through which Purchasing Entities can place and track Orders.

28. Describe your ability to support a decentralized system of Orders submitted from many end users in multiple states and locations.

29. Describe the standard equipment warranty for vehicle lifts.

30. Describe the warranty claim process.

Section 2: Implementation and Promotion of the NASPO ValuePoint Master Agreement (REQUIRED)

I. Cooperative Contracting Experience

A. Describe your company's experience working with contracting cooperatives.

B. List the cooperatives through which you currently have a contract with a scope similar to the scope of this RFP, and provide sales volume information for each. Identify any restrictions on pricing and sales (*e.g.*, most-favored nation clauses) imposed by your other cooperative contracts.

II. Master Agreement Administration

A. Describe how you intend to market your Master Agreement and encourage participation among potential Participating Entities, including state governments.

B. Describe the staff and other resources that will be allocated to your Master Agreement and the training you will provide to staff to ensure their familiarity with Master Agreement terms and pricing and their compliance therewith.

C. Describe how you intend to encourage adoption and usage of your Master Agreement by Participating and Purchasing Entities.

D. Describe your approach to negotiation of Participating Addenda. Describe the extent to which you will 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?).

E. Describe your ability to provide products and services immediately upon execution of a Master Agreement and Participating Addenda.

III. Sales Reporting and Discounts

A. Describe how you will ensure summary and detailed sales information is promptly, completely, and accurately reported to you by your dealers, partners, and resellers for aggregation and reporting to NASPO ValuePoint in compliance with the terms of your Master Agreement.

B. Describe any offered aggregated volume discounts offered once the combined spend under the Master Agreement reaches certain thresholds.

Section 3: Garage Associated Equipment (OPTIONAL)

I. Response to Mandatory Minimum Requirements

A. Minimum Proposer Qualifications

1. Proposer must be the manufacturer, or an authorized distributor for the manufacturer, of the garage-associated equipment being proposed by Proposer. Do you meet this requirement?

B. Minimum Specifications

1. Proposer is required to provide a components and labor warranty on all garage-associated equipment proposed by Proposer. Do you meet this requirement?

2. Proposer is required to provide training in the safe operation of purchased equipment. Do you meet this requirement?

II. Response to Technical Criteria

A. Proposer Experience, Skills, and Qualifications

1. Provide a profile of your company, including a brief description of the company and its history.

2. Describe your company's growth during the past five (5) years.

3. Describe the breadth and length of your company's experience performing the same or similar Scope of Work or providing the same or similar Deliverables to other public sector customers and private firms. For each of the last five (5) full calendar years, include the percentage of your company's revenue generated from these Deliverables and the total dollar amount and percentage of your company's revenue generated by sales to public sector entities.

4. Provide evidence of your customers' satisfaction with your products and services. Other relevant information may include the results of customer surveys, vendor performance ratings and evaluations, and client retention rate.

5. Provide the following information about the two (2) largest contracts (by dollar value) serviced by your company within the past five (5) years:

   a. Contract #1

- **i.** Name of contracting entity
- **ii.** Contract number
- **iii.** Dollar amount of the contract
- **iv.** Brief description of products and services provided
- **v.** Description of coordination with other contractors, if any

b. Contract #2

- **i.** Name of contracting entity
- **ii.** Contract number
- **iii.** Dollar amount of the contract
- **iv.** Brief description of products and services provided
- **v.** Description of coordination with other contractors, if any

6. Provide a detailed explanation outlining the licenses and certifications that are held by your company (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?

7. For informational purposes only, identify if your company or any of your partners or subcontractors meets any supplier diversity designations, such as veteran-owned business, small business, minority-owned business, or woman-owned business.

B. Response to Scope of Work

1. Describe your plan for meeting the Master Agreement Objectives identified in Attachment B, Scope of Work.

2. Provide evidence of your ability to provide the Deliverables identified in the Scope of Work. Include a description of what differentiates your company's products and services from your competitors'.

3. Describe your ability to fulfill Contractor Responsibilities and Tasks identified in the Scope of Work.

4. Describe any innovative products or services you will offer through your Master Agreement or innovative approaches you will take to fulfill the Scope of Work and meet the requirements of the Master Agreement. Your response may include, but is not limited to, additional products and services, ecommerce capabilities, marketing capabilities, green initiatives, and technological advancements.

C. Approach and Methodology

1. Describe the training services you offer.

2. Describe your process for service call requests.

3. Describe your process for addressing routine part orders.

4. Describe your approach to handling emergency orders and/or service. Your description may include, but is not limited to, response time, breadth of service coverage, and service level.

5. Provide your average order fulfillment timeframe and average on-time delivery rate.

6. Describe any vendor partners you have that enhance your company's ability to handle the needs of a multistate cooperative.

7. Describe your service area in the United States (the contiguous continental 48 states, Alaska, Hawaii, and U.S. territories).

8. Describe your plan to deliver equipment to the contiguous continental 48 US states. Is freight included in the equipment price?

9. Describe your plan to deliver equipment to Alaska, Hawaii, US territories, and other offshore Purchasing Entities.

10. Describe how your dealer network operates to sell and deliver the Deliverables identified in this RFP.

11. Describe how you plan to distribute the Deliverables nationwide.

12. Provide the number, location, and size of distribution facilities, warehouses, and retail network, as applicable to the scope of this RFP.

13. Identify all other companies that will be involved in processing, handling, or shipping the Deliverables.

14. Describe your public sector sales objectives for the next three (3) to five (5) years, as well as the key elements of your strategic plan to achieve those objectives.

15. Describe the manufacturing process and any advantages it offers. Your response may include, but is not limited to, facility locations, explanation of the materials used during various manufacturing processes, a description of the inspection and quality control processes, and identification of manufacturing certifications (*e.g.*, ISO).

16. Is the installation service performed by a company-owned installation team or one of your dealers or resellers?

17. Describe the installation process.

18. Describe the qualifications of the installation crews. Your response may include, but is not limited to, training and certification requirements.

19. What are your quality assurance measures and how are they handled in your organization?

20. Describe your customer service offerings, including availability of key personnel and help desk services.

21. Describe how you assess customer satisfaction.

22. Describe your customer website and its capabilities, including its ability to display catalogs and information specific to this Master Agreement.

23. Describe your return policy.

24. Describe your ordering process and methods of order submission, including any online system through which Purchasing Entities can place and track Orders.

25. Describe your ability to support a decentralized system of Orders submitted from many end users in multiple states and locations.

26. Describe the standard equipment warranty for garage-associated equipment.

27. Describe the warranty claim process.

Attachment I
FINANCIAL PROPOSAL

Proposer must complete all required elements of this Financial Proposal. The format and structure of the Financial Proposal is intended to allow for a fair evaluation of like costs among Proposers. Deviation from the format or structure of this Financial Proposal may result in Proposer's proposal being deemed non-responsive.

Proposer is wholly responsible for ensuring figures and calculations submitted in Proposer's completed Financial Proposal are accurate, even if formulas have been provided by the Lead State as a courtesy.

Inclusion of cost or pricing information in any document other than this Financial Proposal may result in Proposer's proposal being deemed non-responsive.

Proposed Costs

The Financial Proposal for **Category A: Vehicle Lifts** will consist of a completed Market Basket and the Proposer's established catalog/price list for vehicle lifts. The Financial Proposal for **Category B: Garage Associated Equipment** will consist of the Proposer's established catalog/price list for garage associated equipment, which must be submitted by Proposer as part of Proposer's proposal if the proposal includes Category B.

The Market Basket is available on the RFP Website as **revised Appendix 1 dated 1.13.23**. The completed Market Basket should be submitted in Excel format.

The Proposer's established catalog/price list for Category A and Category B (if applicable) should include item description, SKU/part number, equipment type/category, list price (MSRP), discount percentage offered, net price, and whether the equipment complies with Buy America. The established catalog/price list should be submitted in Excel format.

Proposer shall clearly identify any element of the total cost of acquisition that is not included in equipment pricing. This includes all additional charges associated with a purchase.

Proposer should provide pricing information for offered services that are not included in equipment pricing, including, but not limited to, delivery, installation, training, deconstruction and removal of existing equipment, equipment repair, extended warranty, etc. Proposer should identify any parties that impose such costs and their relationship to the Proposer.

All costs proposed by Proposer must also be inclusive of the NASPO ValuePoint administrative fee. Proposed costs incorporated into a Master Agreement resulting from this RFP represent not-to-exceed pricing and minimum discounts, where applicable. Except as permitted below, pricing offered to Participating Entities and Purchasing Entities must be no higher than pricing set forth in the Master Agreement.

A Participating Addendum may also require payment of an additional administrative fee by Contractors to a Participating Entity based on sales to Purchasing Entities within the jurisdiction of the Participating Entity. **Unless otherwise negotiated by the Participating Entity,** Contractor may adjust the Master Agreement pricing incorporated into the Participating Entity's Participating Addendum by an amount not to exceed the Participating Entity's fee. Such adjustments will have no effect on the NASPO ValuePoint administrative fee, pricing in the Master Agreement, or pricing offered to Purchasing Entities outside the jurisdiction of the Participating Entity.

Proposer should list any offered aggregated volume discounts in Attachment H, Proposer Response Worksheet.

Evaluation of Proposer's Financial Proposal will be based on the **average net price per lift capacity for vehicle lifts** (from the Market Basket) for Category A and **Proposer's average discount percentage offered for garage-associated equipment**, based on Proposer's submitted catalog/price list, for Category B. Financial

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, including any cost to which Proposer's proposed markup or discount is to be applied, may result in all or part of Proposer's proposal being rejected, notwithstanding the results of the Financial Proposal evaluation.

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.

Proposer-specific modifications to the Sample Master Agreement may be proposed as part of Proposer's proposal in this attachment but are **strongly discouraged**. The quantity, breadth, and nature of modifications proposed by Proposer may be considered in the Lead State's evaluation of Proposer's proposal and of its risks, costs, and benefits to the Lead State and potential Participating Entities and Purchasing Entities. Proposing excessive or overly restrictive modifications, or proposing modifications upon which Proposer's proposal is conditioned, may result in Proposer's proposal being deemed non-responsive.

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

☐ Proposer has no proposed modifications to Attachment D, Sample Master Agreement.

☐ Proposer proposes the modifications set forth in the table below and **will submit with Proposer's proposal a redlined copy of Attachment D, Sample Master Agreement** incorporating each proposed modification. Proposer 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 Proposer's proposal; and
  - Any proposed modification merely referencing another document or a URL.
- Proposers 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 Proposer is awarded a Master Agreement resulting from this RFP, a comparison of Attachment D, Sample Master Agreement and Proposer's accepted modifications thereto may be posted on the NASPO ValuePoint website for examination by potential Participating Entities and Purchasing Entities.
- 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 Proposer's proposed modification.
  - **Sample Master Agreement Language:** The language in the Sample Master Agreement that the Proposer is proposing to modify.
  - **Proposed Changes and Alternate Language:** The Proposer's proposed changes to the Sample Master Agreement language including, if applicable, Proposer's proposed alternate language.
  - **Justification for Proposed Change:** Proposer's justification for the proposed change.

- **Risk and Benefits of Acceptance:** Proposer's analysis of the risk and benefits to the Lead State, Participating Entities, or Purchasing Entities—including quantifiable costs or cost savings—if Proposer'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.]

Attachment K

CLAIM OF BUSINESS CONFIDENTIALITY

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

☐ Proposer is not claiming any information within Proposer's proposal as confidential, proprietary, or protected. (Check box and skip to SIGNATURE section below.)

☐ Proposer claims the information set forth in the table below as confidential, proprietary, or protected and **will submit with Proposer's proposal a redacted copy of Proposer's proposal**, which must be clearly marked as such. Proposer understands, acknowledges, and agrees to comply with the following:

- Each of the following fields **must** be completed for each claim asserted by Proposer:
    - **Proposal Section Reference:** The page, section, or paragraph in Proposer'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 Proposer's claim.
    - **Explanation:** Explanation of how the information claimed to be confidential meets the basis for the claim.
- Proposer shall mark each page containing confidential, proprietary, or protected information as "CONFIDENTIAL".
- **Proposer may not mark pricing or Proposer'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 Proposer's claim(s). Proposer understands that submission of a Claim of Business Confidentiality does not guarantee that information claimed by Proposer as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. Proposer further agrees that if Proposer fails to submit a redacted copy of Proposer's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Proposer releases the Lead State, NASPO, NASPO members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.

PROPOSER:

______________________________	______________________________
Signature	**Date**
______________________________	______________________________
Printed Name	**Title**
______________________________	______________________________
Email Address	**Phone Number**

December 19, 2022

ADDENDUM NO. 01

Your reference is directed to RFx Number Doc554414018 for the Request for Proposal (RFP) for Vehicle Lifts and Garage Associate Equipment Issued by the State of Louisiana In collaboration with NASPO ValuePoint, which is scheduled to open at 10:00 A.M. (CT) on January 31, 2023.

****

RFP Document, Attachment C RFP Evaluation Plan, Evaluation of Category A: Vehicle Lifts, has been revised on Page 20– Document has been revised. Words which are ~~struck through~~ are deletions. Words in **bold, underscored, and highlighted** are additions.

****

THIS ADDENDUM IS HEREBY OFFICIALLY MADE A PART OF THE REFERENCED PROPOSAL.

Office of State Procurement
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR

JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

January 19, 2023

ADDENDUM NO. 02

Your reference is directed to RFx Number Doc554414018 for the Request for Proposal (RFP) for Vehicle Lifts and Garage Associate Equipment Issued by the State of Louisiana In collaboration with NASPO ValuePoint, which is scheduled to open at 10:00 A.M. (CT) on January 31, 2023.

The following changes are to be made to the referenced solicitation:
****
RFP Document: RFP Overview, Attachment B, and Attachment D– Document has been revised. Words which are ~~struck through~~ are deletions. Standalone deletions will also be **bold and highlighted**. Words in **bold, underscored, and highlighted** are additions.
****
The Proposer's written inquiries received by the inquiry deadline of January 13, 2023 and the State's responses are included on pages 2 - 12.
****

THIS ADDENDUM IS HEREBY OFFICIALLY MADE A PART OF THE REFERENCED PROPOSAL.

WRITTEN INQUIRIES
RFP for
Vehicle Lifts and Garage Associated Equipment-NASPO ValuePoint
SOLICITATION NUMBER Doc554414018

1. **Question:** The RFP was released Friday 12/16/22 at 4:15 PM EST, just before two Holiday weeks. We respectfully request a 60 day extension due to needing additional time to prepare and submit our response since this RFP requires such a volume of detailed information.

   Response: We do not anticipate a change in the schedule of events. If a change to the schedule of events does occur, it will be done via Addendum to this RFP.

2. **Question:** Attachment 1 – Market Basket contains flawed formulas in column "I". The formula calculates the net price from the discount incorrectly. Example- a $10,000.00 item with a 10% discount results in a net price of $1,000.00. Will there be a revised, corrected version issued so all vendors have a version that will calculate correctly?

   Response: This has been corrected. See Revised Appendix 1 – Market Basket dated 1.13.2023.

3. **Question:** Appendix 1 instructions of:

   1) "Proposer must complete all shaded blue cells and provide the capacity, manufacturer, model, list price, and discount percentage for each offered vehicle lift."

   If we do not offer a lift in a specific range on Appendix 1, i.e., we offer a 9,000 lb and our next capacity is 13,000 lb, do we leave the blue cells blank in the 10,000 lb to 11,999 lb range or what is the instruction for completion of the blue cells in ranges not offered?

   Response: Yes. Proposers should leave blank the blue cells for lifts they do not offer.

4. **Question:** Attachment A, Section IV, E, 5, second sentence reads:
   "Unless otherwise negotiated by the Participating Entity, Contractor **may** adjust the Master Agreement pricing incorporated into the Participating Entity's Participating Addendum by an amount not to exceed the Participating Entity's fee."

   This conflicts with Attachment D, Section V, 5.2.2, third sentence which reads:
   "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."

   Which Attachment is correct?

   Which Attachment is incorrect?

Will there be an Addendum issued to correct the incorrect Attachment?

Response: See changes in this Addendum No. 02.

5. **Question:** How is installation and training handled on the contract, will there be a flat rate for labor with exclusions?

   Response: It is the Proposers responsibility to provide details on how installation and training will be handle in Attachment H: Proposer Response Worksheet. Additionally, per Attachment I: Financial Proposal, "Proposer should provide pricing information for offered services that are not included in equipment pricing, including, but not limited to, delivery, installation, training, deconstruction and removal of existing equipment, equipment repair, extended warranty, etc."

6. **Question:** Is there a basket of good for the garage related equipment?"

   Response: No. Evaluation of Garage Associated Equipment will consist of discount percentage offered, based on Proposer's submitted catalog/price list. See attachment I: Financial Proposal of this RFP.

7. **Question:** Can we submit different discount percentages for lifts and garage related equipment?

   Response: Yes.

8. **Question:** Does this RFP require Buy America?

   Response: No, this RFP does not require Buy America.

9. **Question:** Attachment D - Section 7.8 Will the new NASPO contract have the same vendor attestation as the current NASPO contract on the buy America clause (which allows transit agencies to use federal $'s - attachment A)?

   Some of the $108 Billion $ funds will end up in public transit and the FTA Buy America attestation is important to this contract

   Response: Additional information regarding FTA Buy America will be issue via an Addendum to this RFP by 02/24/23.

10. **Question:** In multiple places thru-out the solicitation, freight terms contradict each other. The current LA NASPO contract is fully inclusive of freight. LA's prior contract was a GSA derivative which again was fully inclusive of all freight. Government Agencies prefer a turn-key contract, the most popular contracts of NASPO, GSA, Sourcewell, and Equalis are all fully inclusive of freight. Only once did a contract (HGAC) change from FOB delivered to

FOB prepaid and add - this contract was once a multimillion $ contract and currently it is only generating around a couple hundred thousand $'s in sales.

Response: See changes in this Addendum No. 02.

11. As contractors are supposed to quote the approx freight charges - some lifts have a 60–120-day lead time, how does the agency account for the fact of diesel fuel price changes ex: $3.50/gal to $6.50/gal. States do not like surprises w/in their budget. The lift industry on GSA, Sourcewell, and NASPO contracts are all accepting of freight being prepaid (which is the most successful form of contract).

    - pg11 - Section 4 - solicitation states costs must include freight
    - pg17 - Section III A & B, Section IV B - solicitation states delivery is FOB destination freight prepaid and add
    - pg30 - Section VIII 8.1 - solicitation states deliveries are all freight prepaid by the contractor
    - pg51 - Section C Question 9 - the question is asking if freight is included in the equipment price - unsure how to respond based on the different sections w/in the solicitation that have contradicting freight call outs. As an industry we seek to have the most successful contract, which is fully inclusive of freight to the lower 48 states.

    Response: Section 4 on page 11 states that the Proposer must include all costs in the proposal. This does not require a proposer to include shipping, installation, or other costs in the cost of the equipment. Sections III A, III B, and IV B on page 17 provide a preference that delivery be FOB Destination freight prepaid. This allows Proposers to offer different shipping rates to different states or regions of the United States. Section VIII 8.1 on page 30 is within the sample Master Agreement. The Shipping Terms of the Master Agreement will be negotiated with the successful Proposer(s) based on the information included in the proposal.

12. **Question:** The current NASPO contract has verbiage allowing for the rare use of Non-Certified lifts. During the formation of the contract it was determined that a Vendor is allowed to sell a non-certified lift (A) with the advance permission of the contracting officer and (B) that a vendor's total sales of non-certified lifts shall not exceed 10%. No vendor makes 100% of their Lifts certified. The reason for this is some lifts are certifiable, yet the cost of certification vs the infrequency in sales of these models is the reason there is no ROI for the lift vendors. For example, Barksdale Airforce Base, has a 120 thousand lb multi-post drive on lift for air craft refueling trucks. Neither GSA, Sourcewell, Equalis or HGAC have a mandate on certified lifts. The reason is they have researched the industry to learn that to be a member of the ALI institute, a member must ship 75% of all lifts as certified models. "Vendor Name" always ships more than 75%. This clause was included in WA, due to Washington state DOT consistently purchasing a non-certified but certifiable Tandem Mobile column. Will the sales of non-certified lifts be permitted under the new NASPO contract?

    Response: No. See Attachment B: Scope of Work, III. Master Agreement Deliverables, A. Vehicle Lifts and Accessories.

13. **Question:** "Vendor Name" discount % off list is all the same, the sole difference in any MAS contract is the administrative remittance for the cooperative. NASPO receives .0025%, Sourcewell receives 1.4%, and GSA receives .075%. Yet all of these are the same discount. Does this business model meet pg 28 Section 5.4.5, of Most Favored Customer status?

    Response: Section 5.4.5 of the Sample Master Agreement on page 28 requires a Contractor to notify the Lead State and NASPO ValuePoint if the Contractor enters into a separate contract that has most-favored-customer provisions.

14. **Question:** On pg 28 Section 5.6, Canadian participation:

    1. (A) Are we invoicing in US Dollars or Canadian Dollars?

    2. (B) Who takes the risk from the time of ordered to the time of delivery in changes of the exchange rate?

    3. (C) Who is responsible for product ordered clearing customs and the associated brokerage fees?

    Response:
    1. (A) The Contractor and Canadian Participating Entity will mutually determine the currency in a Participating Addendum.
    2. (B) The Contractor and Canadian Participating Entitywill mutually determine the risk allocation in a Participating Addendum.
    3. (C) The Contractor and Canadian Participating Entity will mutually determine the responsibility for customs and brokerage fees in a Participating Addendum.

15. **Question:** Both rounds of the NASPO Vehicle Lift Contract have been a manufacturer's direct contract with representatives in the field supporting the contract. The reason for this is only the manufacturers have the ALI certifications posted online. These certification listings can change daily. The sole exception is "Vendor Name" has been a 20 year joint venture partner with "Vendor Name" (who also makes lifts) and NASPO has always asked "Vendor Name" for a letter of Supply (as Hunter does not enter into MAS contracts).

    1. Does NASPO now seek a contract with distributors? Or will it remain as a manufacturers direct contract?

    2. Based on the lifts "Vendor Name" manufactures is "Vendor Name" considered in category A (Vehicle lifts and Accessories)?

    3. Is NASPO again seeking a letter of supply from "Vendor Name"? The "Vendor Name" relationship is not unique as vendor "Vendor Name" has been offering PKS lifts for the 6 years of the current contract.

    Response:

1. Proposer may be the manufacturer or an authorized distributor.
2. Vehicle lifts are considered in category A.
3. If an authorized distributor provides a Proposal, they should provide documentation proving they are an authorized distributor.

16. **Question:** Does the state of LA has this public information in its consideration of the Vehicle lift bid?

    Please see the enclosed documents
    Doc #1 – NASPO Contract 06405 Spend 2006-2016
    Doc #2 – NASPO Contract 05316 Spend 2017-2019
    Doc #3 – GSA Special Item Number Spend Reports 2016-2020
    Doc#4 – Original WSCA contract – please see page #3 summary – highlighted
    Doc #5 – WSCA Scoring Matrix

    Response: Yes.

17. **Question:** Our standard product offering goes far beyond the RFP's scope of vehicle lifts and garage associated equipment; therefore, our published catalogs and price lists include items outside of the scope of this RFP. We do not offer published catalogs or price lists that are limited to products covered by this RFP.

    The instructions in Appendix 1, #2 reads:
    1) Vehicle lifts included in the Market Basket must also be included in the Proposer's established catalog/price list submitted with the Financial Proposal.

    Our published catalogs are updated every one to two years and our price lists are updated once or twice a year. Due to evolving technologies, the vehicle lifts and garage associated equipment market changes constantly with new products being developed and released to the marketplace. Since new versions of our published catalogs and price lists are periodically updated, these new and innovative products are not captured until the next publishing. We respectfully request a waiver to this requirement, so we are able to include the newest, most productive, cost effective and safest products in our Market Basket proposal.

    Response: The requirement is that lifts included in the Market Basket also be listed in the established catalog/price list submitted with the Financial Proposal. If a Contractor has a change, or update, in catalog/price list during the course of the contract, they may submit for a change to the catalog/price list used in the Contract. See Attachment D: Sample Master Agreement, section 6.1.1.

18. **Question:** Who evaluates the solicitation? Is it the state of Louisiana or a consortia of state officials? If so, who are those officials?

a. P13 – Section V. Rights Reserved to the Lead State, A. RFP Contact and Multistate Sourcing Team.

Response: A multistate sourcing team is being used to evaluate proposals. The identity of the members of the multistate sourcing team is confidential until the Notice of Intent to Award is issued.

19. **Question:** Most garage equipment is not "certified" ANSI, but rather many of these are voluntary standards and/or design standards. There is no centralized "ANSI Certification" since ANSI governs standards, not products. For example, ALI is an ANSI-supervised standard. Please clarify what you are intending.

    a. P17, B – Garage Associate Equipment and Accessories.

    Response: The RFP is requesting only certified equipment meeting ANSI standards shall be provided under this contract.

20. **Question:** Site inspections can be requested, but many agencies opt not to need a site inspection as they are not needed. Consider changing "shall" to "should"?

    a. P17, IV. – Contractor Responsibilities and Tasks – A.

    Response: Contractors shall perform site inspections at no additional charge when requested. The purchasing entity is not required to request a site inspection. See clarification in this Addendum No. 02.

21. **Question:** Adjustments are not generally a part of the warranty unless there is a specific issue with the lift. Inspections are similar - preventative maintenance is oftentimes left out of manufacturer warranty. Consider striking these.

    a. P18 – IV. – Contractor Responsibilities and Tasks – J. 1 and 2.

    Response: The requirement for adjustments and inspections at no additional cost is only in the event of equipment or mechanical failures that occur during the warranty period. If an inspection is needed to determine the cause of the equipment or mechanical failure occurring during the warranty period, the cost of said inspection will be the responsibility of the Contractor. Similarly, if an adjustment is needed as a result of an equipment or mechanical failure occurring during the warranty period, the cost of the adjustment will be the responsibility of the Contractor.

22. **Question:** Is there a rubric or criteria outlining how to receive technical points across each of the categories? For example, what does a 15-point response look like, vs. a 12-point, vs. a 10- point response?

    a. P19 – Stage 3. Technical Criteria Evaluation
    b. Same question – P21 for Garage Equipment Section

Response: See Attachment A – Evaluation Methodology of this Addendum No. 02.

23. **Question:** Please confirm that this is taken to mean 35 points (50% of the total 70 points above) and not 50 points.

    a. P20 – Stage 3. Technical Criteria Evaluation

    b. Same question – P21 for Garage Equipment Section

    Response: Yes. Proposer must score a minimum of fifty percent (50%) of the 70 Technical Points possible to proceed to the Cost Evaluation.

24. **Question:** I think there are a couple of big issues with this calculation upon reviewing the associate Excel Sheet.

    a. This market basket does not reflect the market for lifts and instead will lead to mathematical gymnastics to fit the proposal. According to many reports (including ALI's market share report that is distributed amongst members), the market is broken down as follows:

    i. XX% - Two Post Surface Mount Lifts LESS than 12,000 Lbs. Capacity

    ii. XX% - Multi Post Runway Lifts LESS than 12,000 Lbs. Capacity

    iii. XX% - Wheel Engaging Mobile Column Lifts

    iv. XX% - All Other Lifts (With Inground Lifts LESS than 12,000 Lbs. Capacity being the next in market share).

    v. We would suggest that the market basket is more representative of the true market, please see attached proposed market basket which also shows these market share #s.

    b. By comparing a net price per pound of capacity, you are in effect incentivizing heavier lifts in class, when they may not be the best option (or even a common option) among members. This is because among many lifts, the price for a higher capacity lift is not proportionally more expensive.

    c. Many of the lifts in the market basket do not exist from any manufacturer – for example all parallelogram lifts below 50,000 Lb. Capacity.

    d. Mobile Column (per pair) should be changed to Mobile Column (per set of 4), or the capacities should be divided by 2. This is because after approximately 19,500 lbs. capacity, there is only one known ALI certified manufacturer.

Response: No changes to the Financial Proposal evaluation will be made.

25. **Question:** This point stands in opposition to the previous point about freight being added to the invoice. Please clarify.

    a. P30 – VIII.- Shipping and Delivery – 8.1 Shipping Terms

    Response: See changes in this Addendum No. 02.

26. **Question:** Section 1 and Section 3 (Vehicle Lifts, Garage Equipment) have a lot of overlap in their questions. If the answers are the same, are they evaluated the same way for points?

    Response: No. They will be evaluated individually.

27. **Question:** Attachment K – Claim of Business Confidentiality

    a. Do claims of business confidentiality at all impact the evaluation scores?

    Response: No.

28. **Question:** During the pre-proposal conference call, it was stated by the lead state that it is mandatory to bid at least one lift in Category A, Vehicle Lifts, to be considered for Category B, Garage Associated Equipment. Please confirm the one lift requirement.

    Response: Proposers not selected for award in Category A will not be awarded a Master Agreement. See Attachment C of this RFP.

29. **Question:** I could not find a market basket for Garage Related Equipment only found Vehicle Lifts market basket. Is there an attachment for that?

    Response: See answer to Question 6.

30. **Question:** In Attachment B it says installation and repair services are provided but I am not sure if that means there will be a cost added to the market basket or does it mean it must be provided but without a line item price on the contract? A little confusing.

    Response: See answer to Question 5.

31. **Question:** In Attachment I Financial Proposal is the only mention of Buy America and I wanted to make sure this is a requirement of this RFP. Under Proposed Costs it just states it should include whether the equipment complies with Buy America but does not state it must. Please advise!

    Response: See answer to Question 8.

32. **Question:** (Within Attachment B – pg17) At times industry distributors purchase lifts by truckloads, as they are stocking distributors who recognize freight savings by paying for a full truckload of lifts. If a lift is being installed from an distributor's stock to fulfill a NASPO order, should a distributor estimate the freight as the lift were coming from the manufacturers location vs their own warehouse? Currently, this is how the HGAC cooperative contract is structured, allows for a considerably higher freight bill to be submitted to the purchasing agency creating a profit center on freight. Is this how NASPO wants to structure the freight estimates?

    Please respond in detail knowing that some lifts are stocked, and some lifts are built to order.

    Response: Proposers should include information describing delivery procedures in Attachment H: Proposer Response Worksheet. Proposers should include information regarding delivery cost in Attachment I: Financial Proposal.

33. **Question:** As some lift manufacturers have purchased their own flatbed trucks and trailers to get the product to market, Will NASPO accept freight quotes when the freight line is owned by the lift manufacturer vs. private sector freight carriers?

    Response: Yes.

34. **Question:** (Attachment B – pg16) The RFP states the award(s) can be made to a distributor. In the industry's experience only twice (relatively recently) was a nationwide MAS award given to a reseller vs. manufacturer. That mistake was made by Sourcewell & followed up by Equalis (another MAS cooperative). Yet the awarded distributor has the lowest sales amount of any awarded vendor. Is NASPO interested in an award to a firm that will submit minimal sales reports?

    Response: The Lead State and Multistate Sourcing Team will determine which proposals are most advantageous to the Lead State and potential Participating Entities and Purchasing Entities.

35. **Question:** (Attachment B – pg16) As lift certifications are in the name of the certified manufacturer and certifications can change daily, how will NASPO be able to track if a certified lift is being provided? This happened when a "Vendor Name" reseller had lifts in his Vancouver, Washington warehouse, and attempted to install them after a PO was received. As the ALI/ANSI standards had changed since the lifts in the resellers warehouse had arrived, the distributor attempted to install lifts that did not meet the NEWEST ALI/ANSI standard which had changed the previous month. "Vendor Name" would not allow this installation and shipped lifts certified to the newest standard directly from the factory. As the ALI/ANSI standard will change during the last few years of this soon to be awarded contract, does NASPO want the same to happen?

If the answer is no, then only a letter of supply from an ALI certified manufacturer to support a reseller through the completion of this contract with ALI certified products be acceptable by ALI & ANSI. In prior NASPO contracts vendors were required to supply this letter of supply.

a. (Attachment B – starting on pg16) As a local reseller is not a nationwide sales company, how would NASPO expect the local company to provide sales, service, installation & training support nationwide?

b. While lifts & equipment can be outsourced for service & installation, what motivation would a southern or west coast equipment sales company have to try and process a NASPO sale through an east coast reseller? Equipment distributors are profit motivated individuals & don't like sharing compensation with others.

c. As most major manufacturers attend trade shows to generate business & revisit with customers. If a distributor was to be awarded & located in a specific state; What would make them exhibit and support the NASPO contract given the trade shows generally travel around the USA?

Response:

A. The Lead State and Multistate Sourcing Team will determine which proposals are most advantageous to the Lead State and potential Participating Entities and Purchasing Entities.
B. We will not speak on behalf of companies.
C. The Lead State and Multistate Sourcing Team will determine which proposals are most advantageous to the Lead State and potential Participating Entities and Purchasing Entities.

36. **Question:** (Attachment C – pg20) The price scoring does not consider country of origin, a longer warranty, heavier built products (more steel = more cost+ more freight). How is NASPO taking product lifecycle into account within the scoring pricing section?

Attachment D – Section 7.8

Response: Product lifecycle is not being taken into account within the pricing section. Items such as country of origin, warranty length, and equipment quality may be considered by the multistate sourcing team in the technical evaluation at the sole discretion of the multistate sourcing team.

37. **Question:** This question refers to Attachment C (RFP Evaluation Plans) and page 6 (#4). On the 2016 NASPO solicitation, as we understand, awards were made based on the criteria of discount percentage (higher discount being better). The problem with this criteria is that MSRP can be variable.

Example Lift

Vendor 1: $35,000 with discount 20% = $28,000

Vendor 2: $40,000 with discount 30% = $28,000

Can you please confirm awards will be rated on net price, and not solely on the amount of discount? This is also a concern for category B (for garage associated equipment), as the cost points earned are based on proposer's average discount divided by highest average discount. More points are earned by having a higher discount - which is highly variable based on the MSRP.

Response: The financial evaluation for Vehicle Lifts is Lowest Average Net Price Per Lift Capacity/ Proposed Price Per Lift Capacity X Cost Points Possible. The financial evaluation for Garage Associated Equipment is Proposer's Average Discount / Highest Average Discount x Cost Points Possible. See Attachment C: RFP Evaluation Plan.

Attachment A of Addendum No. 02
Evaluation Methodology
RFP for Vehicle Lifts and Garage Associated Equipment
File Number: DOC554414018
Vehicle Lifts

Technical Proposal Evaluation (Maximum Value of 70 Points)

1) Proposals will be evaluated based on the criteria indicated in the RFP.
2) The following categories will be evaluated by the Evaluation Committee
   a. Proposer Experience, Skills, and Qualifications (15 Points)
   b. Response to Scope of Work (22 Points)
   c. Approach and Methodology (28 Points)
   d. Implementation and Promotion of the NASPO ValuePoint Master Agreement (5 Points)

3) Each category will be scored using Adjective Rating as a guide as follows:

Adjective Rating	Score (Percentage of Available Points)
Excellent	100%
Very Good	80%
Good	60%
Poor	40%
Very Poor	20%
Inadequate	0%

4) Technical Proposal Evaluation Procedure
   a. Prior to receiving proposals, each Evaluation Committee member and Subject Matter Expert, if applicable, will a) verify that no conflict of interest exists with any party involved with the procurement; and b) agree to keep the identity of the evaluation committee and the evaluation itself confidential.
   b. Evaluation Committee members will first conduct an individual evaluation of each proposal, considering the strengths and weaknesses of each proposal.
   c. Following individual evaluations, members of the Evaluation Committee will meet to develop consensus scoring and determine proposal strengths and weaknesses.
   d. The Evaluation Committee will consider each category for all proposers before discussing the next category.
   e. The Evaluation Committee will document strengths and weaknesses and assign a score for each category of each proposal.

Financial Proposal Evaluation (30 Points)

The total proposed cost of each Financial Proposal will be determined by average net price per lift capacity from Market Basket.

The Base Cost Score will be determined by the Evaluation Committee based on the formula included in the RFP:

Lowest Average Net Price Per Lift Capacity / Proposed Price Per Lift Capacity X Cost Points Possible

Award Recommendation

The scores for the Technical Proposals and Financial Proposals will be combined to determine the overall score. The Lead State and Multistate Sourcing Team will then determine which proposals are most advantageous to the Lead State and potential Participating Entities and Purchasing Entities. Methods used to make this determination may include, but are not limited to, one or more of the following:

• Identification of a natural break in total scores.
• Identification of a minimum scoring threshold above which Proposers are deemed to be adequately qualified.
• Consideration of the optimal number of Contractors required to successfully supply Deliverables to Participating Entities and Purchasing Entities.

Evaluation Methodology
RFP for Vehicle Lifts and Garage Associated Equipment
File Number: DOC554414018
Garage Associated Equipment

Technical Proposal Evaluation (Maximum Value of 70 Points)

1) Proposals will be evaluated based on the criteria indicated in the RFP.
2) The following categories will be evaluated by the Evaluation Committee:
   a. Proposer Experience, Skills, and Qualifications (15 Points)
   b. Response to Scope of Work (22 Points)
   c. Approach and Methodology (28 Points)
   d. Implementation and Promotion of the NASPO ValuePoint Master Agreement (5 Points)

3) Each category will be scored using Adjective Rating as a guide as follows:

Adjective Rating	Score (Percentage of Available Points)
Excellent	100%
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4) Technical Proposal Evaluation Procedure
   a. Prior to receiving proposals, each Evaluation Committee member and Subject Matter Expert, if applicable, will a) verify that no conflict of interest exists with any party involved with the procurement; and b) agree to keep the identity of the evaluation committee and the evaluation itself confidential.
   b. Evaluation Committee members will first conduct an individual evaluation of each proposal, considering the strengths and weaknesses of each proposal.
   c. Following individual evaluations, members of the Evaluation Committee will meet to develop consensus scoring and determine proposal strengths and weaknesses.
   d. The Evaluation Committee will consider each category for all proposers before discussing the next category.
   e. The Evaluation Committee will document strengths and weaknesses and assign a score for each category of each proposal.

Financial Proposal Evaluation (30 Points)

The total proposed cost of each Financial Proposal will be determined by average discount percentage for garage-associated equipment from submitted catalog/price list.

The Base Cost Score will be determined by the Evaluation Committee based on the formula included in the RFP:

Proposer's Average Discount / Highest Average Discount X Cost Points Possible

Award Recommendation

The scores for the Technical Proposals and Financial Proposals will be combined to determine the overall score. The Lead State and Multistate Sourcing Team will then determine which proposals are most advantageous to the Lead State and potential Participating Entities and Purchasing Entities. Methods used to make this determination may include, but are not limited to, one or more of the following:

• Identification of a natural break in total scores.
• Identification of a minimum scoring threshold above which Proposers are deemed to be adequately qualified.
• Consideration of the optimal number of Contractors required to successfully supply Deliverables to Participating Entities and Purchasing Entities.

JOHN BEL EDWARDS
GOVERNOR

JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

January 24, 2023

ADDENDUM NO. 03

Your reference is directed to RFx Number Doc554414018 for the Request for Proposal (RFP) for Vehicle Lifts and Garage Associate Equipment Issued by the State of Louisiana In collaboration with NASPO ValuePoint, which is scheduled to open at 10:00 A.M. (CT) on January 31, 2023.

The following changes are to be made to the referenced solicitation:
****
Add: Appendix 2 Federal Transit Administration Buy America Requirements. Appendix 2 is not required and only applies if the purchasing entity is using Federal Transit Administration funding.
****

THIS ADDENDUM IS HEREBY OFFICIALLY MADE A PART OF THE REFERENCED PROPOSAL.