



**State of Alaska
Department of Administration
Shared Services of Alaska**

in conjunction with



Request for Proposal # 190000044

**NASPO ValuePoint Master Agreement for
Audio Video Equipment and Supplies**

Issued:
April 23, 2019

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RFP Title:	Audio Video Equipment and Supplies
RFP Project Description: (See Section 1.1)	The State of Alaska in conjunction with NASPO ValuePoint, is seeking Contractor(s) to provide Audio Video (AV) Equipment and Supplies for all Participating States.
RFP Lead: (See Section 1.2)	Mindy Birk, Contracting Officer III State of Alaska, Department of Administration, Shared Services of Alaska P.O. Box 110210 Juneau, Alaska 99811-0210 Email: doa.dgs.naspo.av@alaska.gov Phone: (907) 465-5678
Submit sealed proposal (if submitting manually): MANUAL PROPOSALS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY THE STATE OF ALASKA SHARED SERVICES OF ALASKA PRIOR TO THE CLOSING DATE AND TIME.	Address for Courier: 333 Willoughby Ave., Suite 801 Juneau, Alaska 99801 Address for US Mail: P.O. Box 110210 Juneau, Alaska 99811-0210
Pre-Proposal Conference: Pre-Proposal Conference Location: (See Section 2.3)	May 6, 2019 – 9:00am Alaska Standard Time (AST) 333 Willoughby Ave., Suite 801, Large Conference Room Juneau, Alaska WebEx and call in will be available, please register with the Lead State Contracting Manager to receive call in information.
Deadline to Receive Questions: (See Sections 1.2 and 2.1)	May 21, 2019, 2:00pm AST
Question & Answers: (See Section 2.1)	All questions, including those about Terms and Conditions, must be submitted via email to doa.dgs.naspo.av@alaska.gov . Questions must be submitted by the question deadline date
RFP Closing Date: (See Section 1.4)	June 21, 2019
RFP Closing Time: (See Section 1.4)	2:00pm AST
Initial Term of Contract and Renewals: (See Attachment A, Section 2)	The initial term of the Contract will be three (3) years with the option, upon mutual written agreement, for two (2) additional renewal periods of one (1) year each. Upon mutual agreement, the contract may be extended or amended.
TAKE NOTE OF THE 0.25% NASPO VALUEPOINT ADMINISTRATIVE FEE DETAILED IN SECTION 5 OF THE NASPO VALUEPOINT STANDARD TERMS AND CONDITIONS, WHICH MUST BE INCORPORATED INTO YOUR BASE PRICE. OTHER STATES MAY NEGOTIATE ADDITIONAL ADMINISTRATIVE FEES IN THEIR PARTICIPATING ADDENDUMS FOLLOWING AWARD OF A MASTER AGREEMENT.	

REQUEST FOR PROPOSAL

Audio Video Equipment and Supplies

Solicitation # 190000044

Section 1: NASPO ValuePoint Solicitation - General Information

1.1. Purpose

The State of Alaska, Department of Administration, Shared Services of Alaska (Lead State) is requesting proposals for a web-based contract(s) for Audio Video Equipment and Supplies in association with the NASPO ValuePoint Cooperative Purchasing Program. The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual chief procurement official and compliance with local statutory and regulatory provisions. The initial term of the master agreement shall be three (3) years with renewal provisions as outlined in Section 2 of the NASPO ValuePoint Master Terms and conditions (Attachment A).

It is anticipated that this solicitation may result in Master Agreement awards to multiple contractors, or a single contractor, in the Lead State's discretion.

This solicitation is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements. Additional points will be given to proposals that exceed the minimum requirements.

This will be a new Master Agreement for the State of Alaska and NASPO ValuePoint.

While the primary purpose of this solicitation is to select Offerors who can provide AV Equipment and Supplies for all Participating States, Offerors are permitted to submit a proposal on more limited geographical areas, however, not less than one entire Participating State. Offerors must clearly describe the geographical limits (e.g. by State(s) name) if proposing a geographical area less than that of all Participating States. However, if an Offeror elects to submit a Proposal for a single State then the Offeror will not be allowed to add additional States following award or at any time during the term of the contract or any renewals.

1.2. Lead State, Solicitation Number and Lead State Contract Administrator

The State of Alaska, Department of Administration, Shared Services of Alaska is the

Lead State and issuing office for this document and all subsequent Amendments relating to it. The reference number for the transaction is Solicitation # 190000044. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

The Lead State Contract Administrator identified below is the Single Point of Contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement. The Lead State Contract Administrator designated by the State of Alaska, Department of Administration, Shared Services of Alaska is:

Mindy Birk, Contracting Officer III
State of Alaska, Department of Administration, Shared Services of Alaska
P.O. Box 110210
Juneau, Alaska 99811-0210
Email: doa.dgs.naspo.av@alaska.gov
Phone: (907) 465-5678 Fax: (907) 465-2189

1.3 Definitions

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, and a reasonable time for inspection of the Product.

Contractor means the person or entity delivering Products under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

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.

Lead State means the State centrally administering any resulting Master Agreement(s).

Offeror means the company or firm who submits a proposal in response to this Request for Proposal.

Proposal means the official written response submitted by an Offeror in response to this Request for Proposal.

Request for Proposal or "RFP" means the entire solicitation document, including all Parts, Sections, Exhibits, Attachments, and Addendums.

Master Agreement means the underlying agreement executed by the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter

amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. 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.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum (PA) means a bilateral agreement executed by a Contractor and a Participating State incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposal is not required to participate through execution of a Participating Addendum.

Product means any equipment, software (including embedded software), documentation, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement.

Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and 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.

Resale means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. 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 (the definition of which includes services that are deliverables). 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.

Value Added Services

Value Added Services (VAS) are services available at a discounted rate to promote the primary product. They are "add-ons" that can significantly increase revenue when offered for a discounted price to customers.

1.4 Schedule of Events

All times are Alaska Standard Time (AST) unless indicated otherwise.

Solicitation Release	April 23, 2019
Pre-Proposal Conference	May 6, 2019
Question Deadline	May 21, 2019, 2:00pm AST
Closing Date and Time	June 21, 2019, 2:00pm AST
Anticipated Award Date	August 30, 2019

1.5. NASPO ValuePoint Background Information

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the 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. For more information consult the following websites www.naspovaluepoint.org and www.naspo.org.

1.6. Participating States

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement: Arkansas, Hawaii, Maryland, Montana, and South Dakota. Other entities may become Participating Entities at any time during the solicitation period, or after award of the Master Agreement. State-specific terms and conditions are included in Attachment F or may be incorporated into the participating addendum after award.

1.7. Anticipated Usage

This is a new Master Agreement for the Lead State and NASPO ValuePoint. Therefore, annual usage data is not available. However, Attachment E summarizes the anticipated usage under the contract for each participating state. No minimum or maximum level of sales volume is guaranteed or implied in awarded agreements made under this solicitation.

Section 2: Solicitation Requirements, Information and Instructions to Offerors

2.1 RFP Question and Answer Process

All questions must be in writing and emailed to the Lead State Contract Administrator, Mindy Birk at the email address listed on Page 3 of this RFP. Questions must be submitted by the question deadline date and time shown in Section 1.4 (Schedule of Events). The Lead State may refuse to answer questions received after the Question/Answer deadline.

Questions regarding terms and conditions listed in this solicitation must also be submitted in writing by the deadline identified in the solicitation section 1.4. The Lead State will not consider proposed modifications to these requirements after the date and time set for receiving questions. Questions regarding these requirements must contain the following:

- The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency).
- Recommended verbiage for the Lead State's consideration in content, context, and form with the Lead State's requirement that is being questioned.
- Explanation of how the state's acceptance of the recommended verbiage is fair and equitable to both the Lead State and the party submitting the questions.

Answers will be posted on the Alaska Public Notice (OPN) website <https://aws.state.ak.us/OnlinePublicNotices/default.aspx> as an Addendum to the solicitation. The identity of potential Offerors will not be published with the answers, but the text of questions will be restated, so Offerors are cautioned about including context in questions that may reveal the source of questions.

2.2 RFP Amendments

Formal changes to this RFP including but not limited to contractual terms and procurement requirements shall only be changed via formal written Amendments issued by the Lead State.

The Lead State accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the Alaska OPN to obtain RFP Amendments or other information relating to the solicitation.

2.3 Pre-Proposal Conference

A non-mandatory pre-proposal conference/webinar will be held at the time and place indicated on Page 3 of this RFP. This will be your opportunity to ask questions, in person, with representatives of the Lead State and other Participating States. **Those choosing to participate by phone must pre-register via e-mail to Mindy Birk doa.dgs.naspo.av@alaska.gov with the name and contact information of participant(s) to receive phone conferencing and meeting details. Offerors are**

asked to register no later than twenty-four (24) hours prior to event start date.

Due to limited space, please limit attendance to two individuals from your company. Attendance at the conference is optional. Answers to questions asked during the pre-proposal conference will be provided via an Amendment posted on the Alaska OPN. Any oral answers given by the Lead State or Participating States during the pre-proposal conference are unofficial and will not be binding on the States. Conference attendance is at the participants own expense.

2.4 Assistance to Offerors with Disability

Offerors with a disability may receive accommodation regarding the means of communicating this solicitation or participating in the procurement process. For more information, contact the Lead State no later than ten days prior to the deadline for receipt of proposals.

2.5 Proposal Due Date

Proposals must be received by the posted Closing date and time as described in the Schedule of Events in Section 1.4 of this solicitation. Proposals received after the deadline will not be opened, will be considered late and rejected.

2.6 Cancellation of Procurement

This solicitation may be canceled at any time prior to award of the Master Agreement(s) if the Lead State determines such action to be in the collective best interests of Participating States.

2.7 State Not Responsible for Preparation Costs

The Lead State will not pay any costs associated with the preparation, submittal, presentation, or evaluations of any proposals.

2.8 Governing Laws and Regulations

This procurement is conducted by the State of Alaska, Department of Administrations, in accordance with the State of Alaska's Procurement Code (AS 36.30). These are available at <http://www.legis.state.ak.us/basis/statutes.asp#36.30>.

2.9 Firm Offers

Responses to this RFP, including proposed costs, will be considered firm for one hundred eighty (180) days after the proposal due date.

2.10 Right to Accept All or Portion of Proposal

Unless otherwise specified in the solicitation, the Lead State may accept any item or combination of items as specified in the solicitation or of any proposal unless the Offeror expressly restricts an item or combination of items in its Proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the Offeror so restricts its Proposal, the Lead State may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the Lead State and the NASPO ValuePoint Cooperative Purchasing Program. The Lead State

may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.

Offerors must comply with all the terms of the solicitation, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all the material and substantial terms, conditions, and performance requirements of the solicitation.

Offerors may not qualify the proposal nor restrict the rights of the State. If an Offeror does so, the Lead State may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The State reserves the right to refrain from making an award if it determines that to be in its best interest. **A proposal from a debarred or suspended Offeror shall be rejected.**

2.11 Proposal Submission Instructions

Proposals must be received by the posted closing date and time listed in Section 1.4 of this solicitation. Proposals received after the deadline will be late and rejected.

Offerors must submit one MASTER hard copy of their proposal, in writing, to the Contract Administrator in a sealed package with the Technical Proposal and the Cost Proposal sealed separately in the package. Both the Technical Proposal and the Cost Proposal must be clearly identified.

Additionally; Offeror must include in the package one copy of the proposal on a CD Rom or USB flash drive with the Technical Proposal and the Cost Proposal saved in separate files and clearly identified as Vendor Name-Technical Proposal and Vendor Name-Cost Proposal.

The sealed proposal package (s) must be addressed as follows:

Department of Administration
Shared Services of Alaska
Attention: Mindy Birk
Solicitation Number: RFP 190000044
Solicitation Title: Audio Video Equipment and Supplies

If using U.S. mail, please use the following address:

PO Box 110210
Juneau AK 99811-0210

If using a courier service, please use the following address:

333 Willoughby Ave., Suite 801
Juneau AK 99801

If discrepancies are found between the MASTER and the Electronic copy, the "MASTER" hard copy will provide the basis for resolving discrepancies.

All discounts must be submitted on the Cost Schedule (Attachment C - Submittal Form F) in Microsoft Excel format.

Offerors are solely responsible for ensuring that their proposals are received by the Lead State in accordance with these solicitation requirements, before the closing date and time, as specified in Section 1.4. The Lead State shall not be responsible for any delays in mail or by common carriers or mistaken delivery. Proposal deliveries made to another location other than to the address identified on the cover sheet of this solicitation will be considered non-responsive unless re-delivery is made to the address identified on the cover sheet of this solicitation before the closing date and time.

Please Note: there are no overnight delivery services to Alaska.

Proposals will NOT be accepted if submitted by facsimile, email, or through the Alaska IRIS Vendor Self-Service.

2.12 Vendor Tax ID

A valid Vendor Tax ID must be submitted to the Lead State's Contract Administrator with the proposal or within five days of the State's request.

2.13 Proposal Content and Format Requirements

Proposals must be detailed and concise. Each proposal must be labeled and organized in a manner that is congruent with the requirements and terminology used in this solicitation and must include a point-by-point response, structured in form and reference to the solicitation, addressing all requirements and the scope of work elements. Advertising and marketing material are not allowed.

The following information must be included in all proposals.

- a) **Authorized Signature.** All proposals must be signed by an individual authorized to bind the Offeror to the provisions of this solicitation.
- b) **Submittal and Format.** All proposals must be submitted in the format detailed in Section 4 of this solicitation.
- c) **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Please enumerate all discounts on the attached Cost Schedule (Attachment C - SUBMITTAL FORM F). The Cost Proposal is to be submitted as a separate document. Inclusion of any cost or pricing data within the technical proposal may result in the Proposal being deemed non-responsive.

2.14 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the Lead State Contract Administrator at least ten (10) days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a

defective solicitation and exposure of Offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Lead State Contract Administrator, in writing, at least ten (10) days before the deadline for receipt of proposals.

2.15 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The commissioner of the Department of Administrations reserves the right to **consider a proposal non-responsive and reject it or** cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Offeror. The commissioner's determination regarding any questions of conflict of interest shall be final.

2.16 Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

2.17 Ownership or Disposition of Proposals and other Materials submitted

All Proposals and other material submitted become the property of the State of Alaska and may be returned only at the State's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a notice of intent to award is issued. Thereafter, proposals will become public information.

2.18 Confidential or Proprietary Information

Confidential Information

Offeror should be aware that marking any portion of a proposal as “confidential”, “proprietary” or “trade secret” may exclude it from evaluation or considerations for award.

Any such information must be included in a separate section of the Offeror's proposal response clearly marked as “CONFIDENTIAL AND PROPRIETARY INFORMATION”. Do not incorporate confidential and proprietary information throughout the proposal response. Rather, provide a reference in the proposal response directing the reader to the CONFIDENTIAL AND PROPRIETARY INFORMATION section. Elements of the proposal that define the contractual requirements, such as approaches to the statement of work, prices, and schedule, may not be marked as confidential and proprietary.

Proposals not complying with these instructions for identification and segregation of confidential and proprietary information may be rejected.

Information included in the CONFIDENTIAL AND PROPRIETARY INFORMATION section of an Offeror's proposal is not automatically accepted and protected. All information identified in the CONFIDENTIAL AND PROPRIETARY INFORMATION section will be subject to review by the Lead State Procurement Officer, who must agree in writing it is CONFIDENTIAL AND PROPRIETARY.

Redacted Proposal Response

In the event that an Offeror includes a CONFIDENTIAL AND PROPRIETARY INFORMATION section in their proposal response, an electronic redacted copy of the Offeror's proposal (as accepted) must be submitted with the final proposal (e.g. a best and final offer) or as otherwise directed by the Lead State. Offeror acknowledges that any information in the redacted copy of their proposal response will be made public.

2.19 Supplemental Terms and Conditions

The Lead State discourages exceptions to contract terms and conditions in the RFP, attached Participating Entity terms and conditions (if any), and the NASPO ValuePoint Master Agreement Terms and Conditions. Exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Lead State (and its sourcing team), the proposal appears to be conditioned on the exception or correction of what is deemed to be a deficiency or unacceptable exception and would require a substantial proposal rewrite to correct.

Offerors should identify or seek to clarify any problems with contract language or any other document contained within this RFP through their written inquiries about the RFP using the process in Section 2.1.

If the Lead State fails to identify or detect supplemental terms or conditions that conflict with those contained in this solicitation or that diminish the state's rights under any contract resulting from the solicitation, the supplemental term(s) or condition(s) will be considered null and void. After award of contract:

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the solicitation, the term or condition of the solicitation will prevail; and
- b) if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

2.20 Certification of Non-Debarment

The Offeror certifies that neither the Offeror nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Offeror cannot certify this statement, attach a written explanation for

review by the Lead State.

2.21 Human Trafficking

By signature on their proposal, the Offeror certifies that the Offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/> .

Failure to comply with this requirement will cause the Lead State to reject the proposal as non-responsive or cancel the contract.

Section 3: Evaluation and Award

3.1 Right to Waive Minor Irregularities

The Lead State in its sole discretion reserves the right to waive minor irregularities in the Proposal, which include but are not limited to corrections of deficiencies or clarification of ambiguities that in the judgment of the Lead State do not require a comprehensive proposal rewrite. The Lead State also reserves the right in its sole discretion to waive certain mandatory requirements provided that all the otherwise responsive proposals fail to meet the same mandatory requirements and the failure to do so does not materially affect the procurement.

Minor informalities that may be waived by the contracting manager are those that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the solicitation;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision.

3.2 Discussions with Offerors

The Lead State may conduct discussions with Offerors in accordance with Alaska Statute AS 36.30.240 and Alaska Administrative Code 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the solicitation and proposal. Discussions will be limited to specific sections of the solicitation or proposal identified by the contracting manager. Discussions will only be held with Offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the contracting manager or the sourcing team. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those Offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an Offeror does not submit a best and final proposal or a notice of withdrawal, the Offeror's immediate previous proposal is considered the Offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the Offeror.

3.3 Award of Master Agreement(s)

Award shall be made to the Offeror(s) whose proposal is the most advantageous to the State of Alaska, taking into consideration price and the other evaluation factors set forth in this solicitation.

The awarded Contractor(s) will have a maximum of 60 calendar days after award to post their fully functional NASPO ValuePoint webpage on their company website.

As soon as the fully functional website is posted, they must notify the Alaska Contract Lead who will then sign the Master Agreement and finalize the contract award. Failure to meet the 60-day requirement will be considered a default and may lead to cancelation of the award.

3.4 Evaluation Process

Phase 1: In the initial phase of the evaluation process, the Lead State will review all proposals timely received. Unacceptable proposals (non-responsive proposals not conforming to RFP requirements) will be eliminated from further consideration.

See Section 4: Administrative and Technical Response Requirements

- 1. Meets Minimum Qualifications** **Pass/Fail**
- 2. Meets Minimum Requirements** **Pass/Fail**

Phase 2: Technical Proposal Evaluation (400 points)

Acceptable and potentially acceptable proposals will be evaluated against the proposal evaluation criteria.

<u>Evaluation Criteria</u>	<u>Possible Points</u>
Experience and Capabilities:	150 points
Ability to Meet Scope of Work:	100 points
Customer Service/References:	100 points
Marketing:	50 points

Phase 3: Cost Proposal Evaluation (600 Points)

<u>Evaluation Criteria</u>	<u>Possible Points</u>
Cost	600 Points

The distribution of points based on cost will be determined as set out in the Alaska Administrative Code: 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to costs. The points allocated for cost on the other proposals will be determined using the following formula.

(Price of Lowest Cost Proposal) x (Maximum Points for Cost)] ÷ (Cost of Each Higher Priced Proposal)

3.5 Notice of Intent to Award

After the completion of contract negotiations, the contracting manager will issue a written Notice of Intent to Award (NOI) and send copies to all Offerors. The NOI will set out the names of all responsive, responsible Offerors and identify the proposal selected for award. Once NOI is issued proposals, minus any approved confidential information, will become public information.

3.6 Application of Preferences

Following the identification of the NASPO ValuePoint apparent successful Offeror(s), the State of Alaska will apply its 5% Alaska Bidder preference, 5% Alaska Veteran Preference, 10% Alaskan Offeror preference and all other statutory and regulatory preferences that are claimed by eligible vendors.

If it is determined after the application of preferences that the apparent successful Offeror(s) are the same, a Notice of Intent to Award will be issued and a Master Agreement will be negotiated and executed with the Offeror(s), and the State of Alaska may execute a participating addendum to enable purchases from the MA.

If it is determined after the application of preferences the ranking is different.

- A. A notice of Intent to Award will be issued and a National MA will be negotiated and executed with vendors *not* claiming State of Alaska preferences. This MA will be available for use nationally by all governmental entities.
- B. A State of Alaska-specific MA will be negotiated and executed with vendors that did claim State of Alaska preferences for use by State of Alaska governmental entities.
- C. The State of Alaska must participate in the State of Alaska MA but may also choose to participate in the National MA.

3.7 Protest

Alaska Statute AS 36.30.560 provides that an interested party may protest the content of the solicitation.

An interested party is defined in the Alaska Administrative Code 2 AAC 12.990(a) (7) as "an actual or prospective bidder or Offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the contracting manager at least ten days prior to the deadline for receipt of proposals.

Alaska Statute AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an Offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the contracting manager within ten (10) days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Hard copies, emailed copies, or fax copies containing a signature are acceptable.

The contracting manager will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax, or another method that provides evidence of receipt.

All Offerors will be notified of any protest. The review of protests, decisions of the contracting manager, appeals, and hearings, will be conducted in accordance with the state procurement code (AS 36.30), Article 8 "Legal and Contractual Remedies."

3.8 Post Award Formalization of the Master Agreement

The Lead State reserves the right during contract negotiation of the Master Agreement to adjust terms and conditions that would not (in the Lead State's judgment) have a material effect on price, schedule, scope of work, or risk to the Lead State and Participating States, with materiality defined in terms of the effect on the evaluation and award. The Lead State reserves the right to accept contract or pricing changes that are more favorable to the Lead State.

3.9 Failure to Negotiate

If the selected Offeror fails to provide the information required to begin negotiations in a timely manner; or fails to negotiate in good faith; or indicates they cannot perform the contract within the budgeted funds available for the project; or if the Offeror and the Lead State, after a good faith effort, simply cannot come to terms, the Lead State may terminate negotiations with the Offeror initially selected and commence negotiations with the next highest ranked Offeror.

Section 4: Administrative and Technical Response Requirements

4.1 RFP Submittal Forms

This RFP contains Submittal Forms (Attachment C), which must be completed by the offeror and submitted as their proposal. An electronic copy of the forms is posted along with this RFP. Offerors shall not re-create these forms, create their own forms, or edit the format or structure of the forms.

Unless otherwise specified in this RFP, the Submittal Forms shall be the offeror's entire technical proposal and cost proposal. Do not include any marketing information in the technical proposal.

Any proposal that does not follow these requirements may be deemed non-responsive and rejected.

4.2 Special Formatting Requirements

The offeror must ensure their proposal meets all special formatting requirements identified in this section.

Documents and Text: All attachment documents must be written in the English language, be single sided, and be single spaced with Arial, Calibri, or Times New Roman font, all with a minimum font size of 10. Pictures or graphics may be used if the offeror feels it is necessary to communicate their information, however, be aware of the below requirements for page limits.

Anonymity: All Submittal Forms listed below must contain the company name of the offeror.

Page Limits: Some Submittal Forms listed below have maximum page limit requirements. Offerors must not exceed the maximum page limits. Note, the page limit applies to the front side of a page only (for example, '1 Page' implies that the offeror can only provide a response on one side of a piece of paper). If an Offeror exceeds a page limit, the information that is in excess of the limit will be removed by the Procurement Officer prior to the proposal evaluation and will not be evaluated. For example, if a Submittal Form has a two-page limit, and the offeror submits three pages, the third page will be removed and will not be evaluated.

Submittal Form	Anonymous Document	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications - Section 4.7	NO	n/a
Submittal Form B1 – Experience and Capabilities - Sections 4.4, 4.5 ,4.6, 4.8.1-3	NO	3
Submittal Form B2 – Experience & Capabilities – Technical Requirements - 4.8.4	NO	2
Submittal Form C1 – Customer Service - Section 4.9	NO	2
Submittal Form C2- Customer Service – References – Section 4.9.1	NO	3
Submittal Form D – Scope of Work - Section 4.10 – Attachment B and	NO	3
Submittal Form E – Marketing of NASPO ValuePoint Master Agreement – Sec 4.11	NO	2
Submittal Form F – Cost Schedule – Section 5	NO	n/a

Any Submittal Form that is being evaluated and does not follow these instructions may have the entire response deemed non-responsive and rejected.

4.3 Mandatory Minimum Administrative Proposal Requirements

This section contains the minimum requirements that must be met or exceeded in order to be considered for the evaluation phase. All the items described in this section are non-negotiable. All Offerors must state willingness and demonstrate ability to satisfy or exceed these requirements in the proposal submitted for consideration.

Single Point of Contact. All Offerors must include a single point of contact in their proposal. This single point of contact shall be the primary person the Lead State may contact regarding the resulting Master Agreement and the single point of contact for any Participating Entities wishing to sign a Participating Addendum.

Hours and submission methods Awarded Offerors must be able to receive orders from all Participating Entities 24 hours a day, seven (7) days a week (except for scheduled maintenance).

4.3.1 Alaska Business License

Prior to the award of a contract, an Offeror doing business with the State of Alaska must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an Offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the Offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the Offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the Offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of proposals, all Offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

4.4 NASPO ValuePoint Master Agreement Statement of Compliance

The NASPO ValuePoint Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating Entity's Participating Addendum.

The Master Agreement will include, but not be limited to, the NASPO ValuePoint Standard Terms and Conditions in Attachment A and Lead State specific terms and conditions required to execute a Master Agreement, the scope of work (Attachment B) and selected portions of the Offeror's Proposal.

This section highlights terms and conditions of NASPO ValuePoint Master Agreement Terms and Conditions, although Offeror will be bound to all the terms and conditions when executing a Master Agreement as shown in Attachment A. Offeror must include a statement in their Proposal that they have read and understand all the terms and conditions as shown in the Master Agreement (Attachment A).

4.4.1 Insurance

To be eligible for award, the Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in Section 18 of the NASPO ValuePoint Master Agreement Terms and Conditions. Describe your insurance or plans to obtain insurance satisfying the requirements in Section 18.

4.4.2 NASPO ValuePoint Administrative Fee and Reporting Requirements

To be eligible for award, the Offeror agrees to pay a NASPO ValuePoint administrative fee as specified in Section 5 of the NASPO ValuePoint Master Agreement Terms and Conditions. Moreover, specific summary and detailed usage reporting requirements are prescribed by Section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions, Attachment A.

Offeror shall identify the person responsible for providing the mandatory usage reports. This information must be kept current during the contract period. Contractor will be

required to provide reporting contact within 15 days of Master Agreement execution.

4.4.3 Usage Fee and Reporting Plan

Offerors shall include in their proposals a detailed plan for meeting the usage fee and reporting requirements of NASPO ValuePoint and Participating States. All information within the plan must be kept current, with NASPO ValuePoint and the Lead State Contract Administrator being notified of any changes to the usage fee and reporting plan immediately.

The plan shall include but not be limited to the following components:

- a. Offerors shall identify the person responsible for providing the mandatory usage reports.
- b. Offerors shall identify the method in which usage fees will be distributed to NASPO ValuePoint and applicable Participating States.
- c. Offerors shall identify the method in which up-to-date information will be provided to NASPO ValuePoint and the Lead State Contract Administrator.

4.5 Lead State Terms and Conditions

Refer to Attachment D for the Lead State Special Terms and Conditions that apply to this solicitation. Offeror shall indicate in their Proposal that they have read and understand all the requirements shown in the Lead State Terms and Conditions.

4.6 Participating State Terms and Conditions

For informational purposes only, some Participating State specific Terms and Conditions are provided in Attachment F to this solicitation and will be negotiated with other Participating States after award of the Master Agreement. Each State reserves the right to negotiate additional terms and conditions in its Participating Addendums. Offeror shall submit a statement that they understand they may be required to negotiate these additional terms and conditions when executing a Participating Addendum.

4.7 Offeror Information and Certifications (SUBMITTAL FORM A)

The offeror must complete and submit this Submittal Form. The form must be signed by an individual authorized to bind the offeror to the provisions of the RFP. By signature on the form, the offeror certifies they comply with the following:

1. the laws of the State of Alaska;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;

5. all terms and conditions set out in this RFP;
6. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
7. that the offers will remain open and valid for at least 180 days; and
8. that products, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any offeror fails to comply with 1 through 8 of this paragraph the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

The Submittal Form also requests the following information:

1. The complete name and address of offeror's firm along with the offeror's Tax ID.
2. Information on the person the state should contact regarding the proposal.
3. Names of critical team members/personnel.
4. Amendment acknowledgement.
5. Conflict of interest statement.
6. All known federal requirements that apply to the proposal, proposal evaluation, or contract.
7. Alaska preference qualifications (if applicable).

An Offeror's failure to provide all information in the Submittal Form may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

4.8 Experience and Capabilities – 150 Points (SUBMITTAL FORM B1 – 50 Points)

The Offeror must complete and submit this Submittal Form. Offerors must list the number of manufacturers for which they are certified resellers. Up to 30 points will be awarded to Offerors depending on the number of manufacturers for which they are certified resellers, according to the following scale:

1. 1-15 manufacturers.....10 points
2. 16-50 manufacturers.....20 points
3. Over 50 manufacturers.....30 points

4.8.1 Offeror Profile

Minimum Experience: Offeror must have been in business for a minimum of three (3) years selling the amount of product equal to the complexity listed in the scope of work, such as web-based catalog retail on a statewide, regional (multi-state) or nationwide bases.

Provide the following information specific to your company:

1. Your company's full legal name;
2. Primary business address;
3. Describe your company ownership structure;
4. Employee size (number of employees);
5. Website;
6. Sales contact information;
7. Your client retention rate during the past 3 years;
8. A brief history of your company and the year it was founded;
9. Describe your company's growth during the past three years.

4.8.2 Offeror Capabilities

Offeror must review the Product Descriptions and requirements set forth in Attachment B (Scope of Work) and Sections 4.4, 4.5, and 4.6.

Offeror shall indicate which category(s) the Offeror intends to propose on; how many manufacturers they are certified to resell in their chosen category(s); whether the Offeror intends to provide the Products nationally, regionally or statewide; and, how they meet the requirements of Sections 4.4, 4.5, and 4.6.

4.8.3 Data Security

Offerors must show what measures they take to protect sensitive customer information.

4.8.4 Technical Requirements (SUBMITTAL FORM B2 – 100 Points)

The Offeror must complete and submit this Submittal Form. Up to 100 points will be awarded to Offerors for identifying in their Proposal how their company meets or exceeds all requirements listed below:

1. Website Development and Support

The awarded Contractor(s) shall develop and support a website specific to each Participating State or Entity, with content approved from the Lead State Contract Administrator (LSCA) or the Participating State/Entity Contract Administrator (PSCA) as appropriate based on content.

- a. This website information shall be available through the Internet without the use of additional software or licenses.
- b. Website should be User friendly to allow for quick and easy access and use.
- c. Website shall be available 24 hours a day, seven (7) days a week, except for scheduled maintenance.

- d. Website shall be ADA compliant.
- e. No costs or expenses associated with providing this information shall be charged to the Participating State/Entities.
- f. Universal Resource Locator (URL) for the website must be supplied to the PSCA and the LSCA within sixty (60) days of the execution of the Participating Addendum (PA).
- g. The website will include contract information, product information/catalog, the capability to generate online reports, and other pertinent information as may be reasonably requested by Participating Entities.
- h. Reseller shall provide, at no additional cost, training on how to use their website and how to use this contract in obtaining quotes and placing orders. Online training should be available on the website.

2. *Contract General Information.*

The website shall provide contract and ordering information to include, at a minimum:

- a. The contract number(s);
- b. The reseller primary contact and contacts to whom incidents are to be escalated:
 - 1) Name(s) and titles;
 - 2) Areas of responsibility for each contact name;
 - 3) Phone number(s); and,
 - 4) Email addresses.
- c. Information on use of website,
- d. Quote and ordering information; and,
- e. Notifications regarding products, such as pending key product changes or new products.

3. *Online Catalog*

- a. The website shall provide contract and ordering information to include, at a minimum: manufacturers name, product name, standard product pricing, and product photos and descriptions. Regardless of the number and types of links to the Contractors electronic catalog, the Contractor shall ensure that all eligible agencies purchasing under one PA are accessing the same current base version of the product catalog.

- b. Online catalog shall be restricted to awarded contract category(s) products only. No other products shall be on the website. Contractor shall not use this proposed website to cross sell or cross advertise products that are not included in the awarded category(s).

4. *Online Product Quotes*

Product price displayed online is a 'not-to-exceed' product price quote based on contract rate and real time Reseller Cost. For large quantity purchases, it is recommended Purchasing Entities request a quote by contacting Reseller representative off-line. The online pricing should allow for overrides when a quote with a negotiated better price has been offered and is being placed online. Website should have capability to track all quotes by Purchasing Entity and be easily accessible for viewing by quote number. Website shall include a shopping cart feature that allows Purchasing Entities to provide shipping instructions. Purchasing Entities can place orders on the web either via credit card or purchase order. Specifics regarding an individual state's requirements for placing an order may be included in that State's Participating Addendum (PA).

5. *User Differentiation*

Catalog should be designed to provide a means to identify the Participating Entity. This method used must not require any administrative tasks on the part of the LSCA or the PSCA. Website should allow Users to develop personal lists and profiles, including an option to securely store and maintain P-card information. Catalog should have the capability of being used as a 'Punch Out' to an individual state's electronic purchasing system.

6. *Online Reports*

Website shall have capability to provide order history, as well as order status and order tracking

The awarded Contractor(s) will have a maximum of 60 calendar days after award to post their fully functional NASPO ValuePoint webpage on their company website.

After posting the fully functional website, they must notify the Alaska Contract Lead who will then sign the Master Agreement and finalize the contract award. Failure to meet the 60-day requirement will be considered a default and may lead to cancelation of the contract.

4.9 Customer Service - 100 Points (SUBMITTAL FORM C1 – 75 Points)

The Offeror must complete and submit this Submittal Form.

1. Will you have 24 hour seven (7) days a week customer service made available for all Participating Entities?
2. Describe how problem identification and resolution will be handled.

3. How will you service our account? Describe the system you will use to manage our account.
4. How do you respond to customer complaints?
5. How do you assess customer satisfaction?
6. What are your quality assurance measures and how are they handled in your organization?

4.9.1 References (SUBMITTAL FORM C2 - 25 Points)

The Offeror must have these 3 forms completed and submit these Submittal Forms. Have three (3) prior customers whose ordering volume (Statewide, Regional, or Nationwide) is equal to the complexity listed in Attachment B (Scope of Work) fill out and sign one each of Submittal Form C2.

4.10 Scope of Work - 100 Points (SUBMITTAL FORM D)

The Offeror must complete and submit this Submittal Form. Offeror shall demonstrate in their Proposal how they meet or exceed the requirements of each section of the Scope of Work in Attachment B. Offeror shall show each requirement and their response in their Proposal.

4.11 Marketing of the NASPO ValuePoint Master Agreement - 50 Points (SUBMITTAL FORM E)

The Offeror must complete and submit this Submittal Form. The NASPO ValuePoint Master Agreement Terms and Conditions include program provisions governing participation in the cooperative, reporting and payment of administrative fees, and marketing/education relating to the NASPO ValuePoint Cooperative Procurement Program. Technical and management evaluation factors may include evaluation of: the likely effectiveness of the Offeror's promotion of the Master Agreement; the Offeror's understanding of and approach to administration of and reporting under the Master Agreement; the risk that Offeror's contractual obligations to other procurement cooperatives' may impede achievement of the objectives of the ValuePoint cooperative procurement program, in which case awards could be Lead-State-Only awards. In this regard,

1. Briefly describe how you intend to promote the use of the Master Agreement.
2. Knowing that state procurement officials (CPO) must permit use of the Master Agreement in their state, how will you integrate the CPO's permission into your plan for promoting the agreement?
3. Through its Cooperative Development Coordinators, Supplier Development Director, and Education & Outreach Team, NASPO ValuePoint assists Lead

States by engaging contractor's in strategies aimed at promoting master agreements. What opportunities and/or challenges do you see in working with NASPO ValuePoint staff in this way?

4. Does your company participate in any other public procurement cooperatives? If yes, explain any restrictions or requirements that other cooperatives place on your company for participating with NASPO ValuePoint.

Section 5: Price and Cost Proposal – 600 Points (SUBMITTAL FORM F)

The Offeror must complete and submit this Submittal Form. The Cost Proposals will be evaluated independent of the Technical Proposal evaluations. Cost proposals must be submitted to the Lead State as a separate document in the Offerors' Proposal packet.

Do not embed cost proposal in the technical proposal response.

Proposed Category discount shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, transaction fees, overhead, profits, and other costs or expenses incidental to the Offeror's performance.

The discount as awarded shall be the minimum discount. Additional discounts may be negotiated between the ordering Participating Entity and the Contractor for large volume purchases or for purchases where additional discounts may be appropriate.

The Lead State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Offeror's or any subcontractor's employee's wages. The Lead State will pay for any applicable Lead State or local sales or use taxes on the products provided. If required by Lead State, taxes shall be included as a separate line item on an Offeror's invoice. The tax rules with respect to other Participating Entities may vary and are expected to be addressed in the Participating Addendums.

5.1 Price and Rate Guarantee Period

All prices and rates offered shall be guaranteed for the initial term of the Master Agreement. Any request for price or rate adjustment following the initial Master Agreement term, is detailed in Attachment A, Section 9 of the NASPO ValuePoint Master Agreement terms and conditions.



Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Specifications or Statement of Work;
- (5) The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
- (6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall 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.

NASPO ValuePoint Program Provisions

2. Term of the Master Agreement

a. The initial term of this Master Agreement is for three (3) years. This Master Agreement may be extended beyond the original contract period for two (2) additional one-year terms at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time, not to exceed six months, 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 shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

3. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

4. Participants and Scope

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The 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. By way 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 Addendums 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.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to 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.

c. 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 Addendums. 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. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. 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 data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and

political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating Addendums shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Addendums; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating 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 in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

5. Administrative Fees

a. The 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 shall be submitted quarterly and is based on all sales of products 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 proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

6. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation or in Participating Addendums (PA's), the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly

to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (5) Purchasing Entity and Contractor Purchase Order identifier/number(s); (6) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (7) Purchase Order date; (8) Ship Date; (9) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addendums executed under this Master Agreement.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

7. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

- a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to 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 qualifying entities can participate in the Master Agreement.
- b. Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.
- c. Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.
- d. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.
- e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
- f. The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to section 25, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may 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 award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to section 25 or to terminate for default pursuant to section 27.
- g. Contractor agrees, within 30 days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-part 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.

8. Right to Publish

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. The Contractor shall not make any representations of NASPO ValuePoint'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. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

9. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the master agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period and must be made at least 30 days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

10. Individual Customers

Except to the extent modified by a Participating Addendum, 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, 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.

Administration of Orders

11. Ordering

- a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

- b. Purchasing Entities may define entity 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 Addendums 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.

c. 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.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price consistent with this Master Agreement and the contractor's proposal; and,
- (6) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall 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.

h. 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. Contractor is reminded that 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.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to 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 otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, 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.

12. Laws and Regulations

Any and all Products and services offered and furnished shall comply fully with all

applicable Federal and State laws and regulations.

13. Inspection and Acceptance

a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the user State's procurement code, or the applicable commercial code.

b. 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, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. 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 used. Acceptance of such goods may be revoked in accordance with the provisions of the user State's procurement code, or 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.

d. The warranty period shall begin upon Acceptance.

e. Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance to an explicit standard of performance. Acceptance Testing means the process set forth in the Master Agreement for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is prescribed, this subsection applies to applicable Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in this Master Agreement or the Participating Addendum, starting from the day after the Product is delivered. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met.

14. Payment

Payment after Acceptance is normally made within 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, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail, electronic fund transfer, or Purchasing Card (Pcard). Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

15. Warranty

Warranty provisions govern where specified elsewhere in the documents that constitute the Master Agreement; otherwise this section governs. 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. Upon breach of the warranty, 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. 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.

16. Title of Product

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. Transfer of title to the Product shall 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 shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

17. 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.

General Provisions

18. Insurance

- a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition

of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. 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.

d. 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) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. 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 shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

19. Records Administration and Audit

a. 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 shall 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 shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this 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.

b. 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.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

20. Confidentiality, Non-Disclosure, and Injunctive Relief

a. 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. 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"). 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. 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.

b. 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. 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. 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. 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. 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.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in 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.

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

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addendums, as well as 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 section 22. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

21. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

22. Assignment/Subcontracts

a. 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.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.

23. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to 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.

24. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have 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 agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

25. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 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 shall 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.

26. 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 war which are

beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

27. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (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; or
- (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
- (5) Any default specified in another section of this Master Agreement.

b. 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 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 shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. 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:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Impose liquidated damages as provided in this Master Agreement; and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and
- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

d. 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 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 a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all 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 shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

28. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. 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 shall 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, Participating Addendum, or Purchase Order.

29. 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 this transaction (contract) 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.

30. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as 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 act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as 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 ("Intellectual Property Claim") of another person or entity.

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

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order 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,

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(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 it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. 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 it 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. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

31. No Waiver of Sovereign Immunity

In no event shall 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 Addendum to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

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 Addendum to the Constitution

of the United States.

32. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall 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 shall 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 shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. 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.

33. 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.

34. 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 Addendums and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

35. 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.

(August 2017)

Attachment B: Scope of Work

The primary purpose of this Master Agreement (MA) is for “box sales” (online or catalog sales) and delivery. Services such as installation services or repair services outside of the warranty, setup services, or basic training services, etc. although not the primary purpose, will be included in this MA as Value-add Services to be used on an as-needed basis, but will not be considered for scoring purposes during the evaluation phase (see Attachment C - SUBMITTAL FORM F for instructions). Only Value-added Services listed on a proposer’s submittal form will be included on the MA. Value-added Services not listed in the proposal will not be allowed under this MA without prior written approval from the Lead State Procurement Officer.

While the main purpose of this solicitation is to select one or more supplier(s) who can offer AV Equipment and Supplies for all Participating States nationwide, Offerors are permitted to submit a Proposal for only one State or Region. However, if an Offeror elects to submit a Proposal for one State or Region then the Offeror must be willing to supply the entire State or Region and will not be allowed to add additional States or Regions following award or at any time during the term of the Master Agreement(s) resulting from this solicitation, including all optional renewals.

The Lead State/Sourcing Team, with the assistance as deemed advisable of the relevant Participating State or Region, may evaluate and select an offeror for award in more limited geographical areas (e.g. single state or region) where judged to be in the best interest of the State or Region involved.

Area Grouping

All Offerors submitting proposals will be evaluated in only one of the groups listed below. All Offerors will be required to list the Group number for which they are proposing.:

Group 1: Offerors submitting a Proposal for all Categories on a Nationwide basis

Group 2: Offerors submitting a Proposal for one or more Categories on a Nationwide basis

Group 3: Offerors submitting a Proposal for one or more Categories on a Regional basis

Group 4: Offerors submitting a Proposal for one or more Categories on a Statewide basis

Categories

There are six (6) categories that will each be awarded in the National, Regional, and Statewide groups. Potential Offerors may submit a proposal for any or all of the Categories listed in this Scope of Work for any of the groups, but may not submit for less than one entire Category listed below.

The six (6) categories are:

Category 1: Audio Equipment which includes, but is not limited to:

- Audio Mixers, Speaker Systems, Stereo Receivers/Equalizers, Compact Disc Players, MP3 Players, AM/FM Radio, Public Address Systems (including Portable), Portable Sound Systems, Wireless Microphone Systems, Amplifiers, Audio Cassette Recorder/Players

Category 2: Video Equipment which includes, but is not limited to:

- Equipment for Videoconferencing, Studio Production, Video Recording, Digital Video Disc Players, Televisions, Plasma Screen Televisions, Television Monitors/Monitor Receivers, TV/VCR Combo Units, Camcorders, Digital Video Recorders, High Definition Cameras (NON-Security Related), Digital Video Editing Systems, TelePrompTers, Blu Ray Players/Recorders

Category 3: Projection Equipment which includes, but is not limited to:

- Video Projection Systems, Video Presentation Boards, Projectors: LCD, DLP (Digital Light Processing), Overhead, Slide

Category 4: Photographic Equipment which includes, but is not limited to:

- Cameras, Digital Cameras, Digital Imaging, Camera Lenses, Stand Alone Printers for Digital Camera Printing only, SLR (small, medium & large format), Film Holders, Slide Printers, Lens Accessories, Digital Memory Cards

Category 5: Screens/Display which includes, but is not limited to:

- Projection Screens including: Rear Projection, Motorized, Tripod, Portable & Wall, Video Plasma Displays, LCD Panels, Interactive Whiteboards

Category 6: Peripherals/Accessories which includes, but is not limited to:

- Products in this category will include those used in relation with the above Product Categories 1-5 - Audio Video Carts, Projector Mounting Systems, Podiums, Lecterns, Stands, Equipment Cases, Racks and Rack Mounting Equipment, Test Equipment, Batteries, Chargers, Cables, Connectors, Adapters, Multimedia Consoles and Control Systems, Switchers, Routers, Camera Accessories: Tripods, Fluid Heads, Camera Support Equipment

Offerors **must** clearly identify in their proposal the group and category(s) they are offering on. More than one category may be awarded to a potential offeror if they submit a proposal on multiple categories and have the highest score in each category in

their group.

Performance Requirements

1. The Contractor(s) must deliver goods within fifteen (15) calendar days from receipt of an order, unless otherwise mutually agreed upon by the Ordering Entity, with exceptions being made for holidays, special orders and backorders. Contractor must contact the Ordering Entity to notify them of any deliveries that will not be made within fifteen (15) calendar days, along with an explanation with the actual delivery date and the reason for the delay.

In the interest of clarification, the following days are generally listed as State Holidays and all State office buildings would be closed:

New Year's Day
Martin Luther King Jr. Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

Also, every day designated by public proclamation by the President of the United States, or the Governor of that State as a legal holiday.

If any holiday listed above falls on a Saturday, Saturday and the preceding Friday are both legal holidays. If the holiday falls on a Sunday, Sunday and the following Monday are both legal holidays.

2. The Contractor(s) shall be required to assign a statewide contract manager to act as a liaison and contact person between the ordering entities and the Contractor for the purpose of resolving issues or problems related to any part of this contract.
3. Upon request by and at no charge to the Participating Entity, the Contractor(s) must provide hard copy catalogs and price lists for all awarded items offered under this contract.

Shipping and Delivery

1. All deliveries will be F.O.B. destination (including Alaska and Hawaii), freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall 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.

Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

2. 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 other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order.
3. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases will be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton will be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.
4. Products returned because of quality problems, duplicated shipments, etc., will be sent back to the contractor within 10 calendar days at the contractor's expense, with no restocking charge and shall be replaced with specified products or the Ordering Entity will be credited/refunded for the full purchase price.

Ordering/Invoicing

1. There are no guaranteed minimum or maximum amount of orders. Each Ordering Entity will order products on an as needed basis.
2. The Contractor(s) must be capable of:
 - a. Accepting verbal orders via telephone with use of State(s) P-card;
 - b. Accepting P-card and Purchase Orders via the internet, and facsimile;
 - c. Providing the Ordering Entity using a Purchase Order with a printable order confirmation after the order is placed, and a printable receipt if a State P-card is used; and,
 - d. Accepting payments by check, electronic fund transfer, or with State(s) P-card. The Contractor will be solely responsible for the credit card user-handling fee associated with credit card purchases.

Other Documents

1. Contractor(s) must provide to ordering entities written warranties for all items covered by warranty.

2. With delivery of the equipment, Contractor shall furnish to the Ordering Entity, a complete instruction manual for the equipment with full instructions on operation of the equipment and preventative and corrective maintenance procedures.

Guarantee of Equipment

Contractors shall guarantee that the equipment offered is standard new equipment and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Products furnished under the terms of this contract will be guaranteed against any defect due to faulty material and/or workmanship. Products must meet all federal, state and local standards for quality and safety requirements and must be UL approved. All equipment delivered under this contract will be first quality manufacture, workmanship and finish. No remanufactured or refurbished equipment will be provided under this contract.

Attachments C: Proposal Submittal Forms

See Attached.

Attachment D: State of Alaska Terms and Conditions

The following terms and conditions are added to the Participating Addendum by the State of Alaska:

1. **Required Reports:** Contractor must submit quarterly reports to the Contracting Officer assigned by the State to manage this contract. The contractor shall provide the State of Alaska with an electronic usage report (Excel) which will list the following information at the minimum: purchasing entity, description of items purchased, date of purchase, contract price, retail price, and the extended price for each transaction. These reports are due 30 days after the end of the quarter.

First Quarter: July 1 through September 30
Second Quarter: October 1 through December 31
Third Quarter: January 1 through March 31
Fourth Quarter: April 1 through June 30

2. **Administrative Fee:** Effective upon final signature, the Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Shared Services of Alaska for the calculated amount equal to **1.5%** of the net Alaska sales for the quarterly period.
 - a. Contractor must include the PA Number on the check. Those checks submitted to the State without the PA Number will be returned to Contractor for additional identifying information.
 - b. Administrative fee checks shall be submitted to:

ATTN: Purchasing Section
State of Alaska
Department of Administration
Shared Services of Alaska
PO Box 110210
Juneau, AK 99811-0210

- c. The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be invoiced or charged to the ordering agency.
- d. Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.

e. Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

f. Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in the PA.

3. **Payment:** Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

Payments may be made via a state or political subdivision "Purchasing Card" with no additional charges.

4. **Prompt Payment:** The state is eligible to receive a 1.5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

Attachment E: Participating States Estimated Usage

This is a new Master Agreement for all Participating States and NASPO ValuePoint. Therefore, annual usage data is not available.

Attachment F: Participating States Terms and Conditions

Some States listed in Section 1.6 may have included special or unique terms and conditions for their state that will govern their state Participating Addendum. These terms and conditions are being provided as a courtesy to offerors to indicate which additional terms and conditions may be incorporated into the state Participating Addendum after award of the Master Agreement. The Lead State will not address questions or concerns or negotiate other States' terms and conditions. The Participating States shall negotiate these terms and conditions directly with the supplier. State-specific terms and conditions are included in this Attachment.

See attached.