



The State of Iowa
Department of Administrative Services
Central Procurement Bureau

In conjunction with



Request for Proposal

Iowa Solicitation Number RFP1118005083

**NASPO ValuePoint Master Agreement for
Tires, Tubes and Services**

May 21, 2018

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information:

TITLE OF RFP:	NASPO ValuePoint Tires, Tubes and Services	RFP Number:	1118005083
Agency:	The Iowa Department of Administrative Services (Lead State) in conjunction with NASPO ValuePoint		
Lead State and NASPO ValuePoint seek to purchase:	Tire products and services through contractors' retail distribution networks for all NASPO ValuePoint Participating States.	Available to Political Subdivisions?	Yes
Number of mos. or yrs. of the initial term of the contract:	5 Years	Number of possible annual extensions:	None
Initial Contract term beginning:	April 1, 2019	Ending:	March 31, 2024
State Issuing Officer:			
Nancy Wheelock, Lead State Contract Administrator and Issuing Officer			
515-725-2268 nancy.wheelock@iowa.gov			
Iowa Department of Administrative Services Central Procurement Bureau Hoover Building, FLR 3 1305 E. Walnut Street Des Moines, IA 50319			
PROCUREMENT TIMETABLE—Event or Action:			Date/Time (Central Time):
State Posts Notice of RFP on TSB website			May 18, 2018
State Issues RFP			May 21, 2018
Mandatory Pre-Proposal Conference will be held on:			June 5, 2018 9:00 AM CT
<u>Physical Location of Pre-Proposal Conference:</u> Department of Administrative Services Hoover Building, Level A – Procurement Conference Room 1305 E. Walnut Street Des Moines, IA 50319			
Offerors must attend in person or remotely via GoToMeeting. To participate remotely, contact the Issuing Officer for GoToMeeting information.			
Offerors must submit questions generated from attending the Pre-Proposal conference by:			June 8, 2018 3:00 PM CT
Questions and answers from Pre-Proposal Conference sent to Offerors by:			June 12, 2018
RFP written questions, requests for clarification, and suggested changes from Offerors due:			June 21, 2018 3:00 PM CT
Lead State's written response to RFP questions, requests for clarifications and suggested changes due:			June 26, 2018
Proposals Due Date:			July 12, 2018
Proposals Due Time:			3:00 PM CT
Anticipated Date to execute contract:			October 1, 2018

Relevant Website:	Web-address:	
Internet website where Addenda to this RFP will be posted:	http://bidopportunities.iowa.gov/	
Number of Copies of Proposals Required to be Submitted:	1 Original and 1 Electronic Copy	
Firm Proposal Terms Per Section 3.2.1.14, the minimum Number of Days following the deadline for submitting proposals that the Offeror guarantees all proposal terms, including price, will remain firm:	120 Days	
TAKE NOTE OF THE 0.25% NASPO VALUEPOINT ADMINISTRATIVE FEE DETAILED IN SECTION 6 OF THE NASPO VALUEPOINT STANDARD TERMS AND CONDITIONS (ATTACHMENT A), WHICH MUST BE INCORPORATED INTO OFFEROR'S BASE PRICE. OTHER STATES MAY NEGOTIATE ADDITIONAL ADMINISTRATIVE FEES IN THEIR PARTICIPATING ADDENDA FOLLOWING AWARD OF A MASTER AGREEMENT.		

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SECTION 1 GENERAL INFORMATION

1.1. Purpose

The purpose of this Request for Proposal (RFP) is to establish a Master Agreement(s) with qualified Offerors to provide competitive pricing for tire products and services through their retail distribution networks to all Participating States. The State of Iowa, Department of Administrative Services – Central Procurement Bureau is requesting proposals for Tires, Tubes and Services in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. This RFP is a replacement for expiring contracts awarded by the State of Utah. The RFP will be used to create a new Master Agreement(s) for the State of Iowa and NASPO ValuePoint.

This RFP is designed to provide interested Offerors with sufficient information to submit Proposals meeting the requirements. It is not intended to be comprehensive. Each Offeror is responsible for determining all factors necessary for submission of a comprehensive Proposal. Offerors are encouraged to expand upon the specifications to add service and value consistent with state requirements.

*Offeror should review Attachment 3, Form 22 Request for Confidentiality, for more information if its Proposal contains confidential information. **Any Proposal marked “Confidential” or “Proprietary” on every page may be disqualified.***

1.2. Objective

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.

1.3. Master Agreement

The Master Agreement(s) resulting from this RFP 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 Using Entity's chief procurement official and compliance with local statutory and regulatory provisions. The term of the Master Agreement shall be five (5) years with no renewal periods as outlined in Section 3 of the NASPO ValuePoint Master Agreement Terms and Conditions (**Attachment A**).

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

1.4. Definitions

The following definitions apply to this solicitation. **Attachment A** also contains definitions of terms used in this solicitation and the NASPO ValuePoint Master Agreement terms and conditions.

“Approved Distributor” means an authorized manufacturer’s dealer who has agreed to the terms and conditions of the NASPO ValuePoint Master Agreement.

“Contractor” means the person or entity delivering products or performing services under the terms and conditions set forth in the Master Agreement.

“General Terms and Conditions” means the General Terms and Conditions for Services Contracts for the Lead State.

“Lead State” means the State conducting this cooperative procurement, evaluation, and award.

“Master Agreement” means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the successful Contractor(s), as described in Section 7.1.

“MPL” means manufacturer’s price list.

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

“Participating State” means a state with an executed participating addendum with one or more successful Contractors.

“Proposer” has the same meaning as Offeror.

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

“Responsible Contractor” means an Offeror that has the capability in all material respects to perform the scope of work and specifications of the Contract. In determining whether an Offeror is a Responsible Contractor, the Lead State may consider various factors including, but not limited to, the Offeror’s competence and qualifications to provide the goods or services requested, the Offeror’s integrity and reliability, the past performance of the Offeror and the best interest of the Lead State and NASPO ValuePoint.

“Responsive Proposal” means a Proposal that complies with the material provisions of this RFP.

“Request for Proposal” or “RFP” means the entire solicitation document, including all parts, sections, exhibits, schedules, attachments, and Addenda.

“State” means the State of Iowa, NASPO ValuePoint, Participating States, and Using Entities making purchases from the Master Agreement as permitted by this RFP.

“TSB” means Targeted Small Business registered in the State of Iowa.

“Using Entity” means 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 of the eligible entity and compliance with local statutory and regulatory provisions.

1.5. Qualified Offerors (Who may submit a Proposal)

Each Offeror who submits a Proposal must be the manufacturer of the tires and tubes being proposed. Offeror shall have a retail distribution network for its tires, tubes, and services for all Participating States.

1.6. Lead State and Lead State Contract Administrator and Issuing Officer

The State of Iowa – Central Procurement Bureau is the Lead State and issuing office for this document and all subsequent addenda relating to it.

The Lead State Contract Administrator and Issuing Officer identified on the RFP Cover Sheet is the Single Point of Contact during this procurement process.

1.7. 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.

1.8. 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: Connecticut, Florida, Hawaii, Maryland, Massachusetts, Missouri, Montana, New Mexico, North Dakota, Ohio, Oregon, Rhode Island, South Dakota, Tennessee, Utah, and Virginia.

Other entities may become Participating Entities after award of the Master Agreement. Some States 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 Proposers 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 **Attachments C** through **M**.

1.9. Historical Usage

Attachment 6 contains the historical usage data for all states participating in the current State of Utah and NASPO ValuePoint Master Agreement. No minimum or maximum level of sales volume is guaranteed or implied.

SECTION 2: ADMINISTRATIVE INFORMATION

2.1. Issuing Officer

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Master Agreement(s) is issued.

2.2. Restriction on Communication

From the issue date of this RFP until a Notice of Intent to Award the Master Agreement is issued, Offerors may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2.6. Oral questions related to the interpretation of this RFP will not be accepted. Offerors may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Offerors may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Contractor and the State.

2.3. Downloading the RFP from the Internet

The RFP document and any addenda to the RFP will be posted at <http://bidopportunities.iowa.gov/>. The Offeror is advised to check the website periodically for Addenda to this RFP, particularly if the Offeror downloaded the RFP from the Internet as the Offeror may not automatically receive addenda. It is the Offeror's sole responsibility to check daily for addenda to posted documents.

2.4. Procurement Timetable

The dates provided in the procurement timetable on the RFP cover sheet are provided for informational and planning purposes. The Lead State reserves the right to change the dates. If the Lead State changes any of the deadlines for Offeror submissions, the Lead State will issue an addendum to the RFP.

2.5. Pre-Proposal Conference (Mandatory Requirement)

If the RFP cover sheet indicates a pre-proposal conference will be held in conjunction with this RFP, it will be held at the date, time, and location listed on the RFP cover sheet. The purpose of the pre-proposal conference is to discuss with prospective Offerors the work to be performed and allow prospective Offerors an opportunity to ask questions regarding the RFP. Oral discussions at the pre-proposal conference shall not be considered part of the RFP unless confirmed in writing by the Lead State and incorporated into this RFP by an Addendum. The conference may be recorded. Questions asked at the conference that cannot be adequately answered during the conference may be deferred. A copy of the questions and answers will be sent to Offerors who submit a letter of intent to propose and will be posted in the form of an addendum at: <http://bidopportunities.iowa.gov/>.

If the RFP cover sheet indicates the pre-proposal conference is mandatory, the Lead State shall reject Proposals submitted by Offerors who do not attend the pre-proposal Conference.

2.6. Questions, Requests for Clarification, and Suggested Changes

Offerors are invited to submit written questions and requests for clarifications regarding the RFP. Offerors may also submit suggestions for changes to the specifications of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer on or before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Offerors shall reference the page and section number(s). The Lead State will send written responses to questions, requests for clarifications, or suggestions received from Offerors on or before the date listed on the RFP cover sheet. The Lead State's written responses will become an addendum to the RFP. If the Lead State decides to adopt a suggestion that modifies the RFP, the Lead State will issue an addendum to the RFP.

The Lead State assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP through an addendum.

2.7. Amendment to the RFP

The Lead State reserves the right to amend the RFP at any time using an addendum. The Offeror shall acknowledge receipt of all addenda in its Proposal. If the Lead State issues an addendum after the due date for receipt of Proposals, the Lead State may, in its sole discretion, allow Offerors to amend their Proposals in response to the addendum.

2.8. Amendment and Withdrawal of Proposal

The Offerors may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Offerors and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Offerors must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

2.9. Submission of Proposals

The Lead State must receive the Proposal at the Issuing Officer's address identified on the RFP cover sheet before the "Proposals Due" date and time listed on the RFP cover sheet. **This is a mandatory specification and will not be waived by the Lead State. Any Proposal received after this deadline will be rejected and returned unopened to the Offeror.** Offerors sending Proposals must allow ample time for mail or other delivery means to ensure timely receipt of their Proposals. It is the Offeror's responsibility to ensure that the Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal. Electronic mail and faxed Proposals will not be accepted.

Offerors must furnish all information necessary to enable the Lead State to evaluate the Proposal. Oral information provided by the Offeror will not be considered part of the Offeror's Proposal unless it is reduced to writing.

2.10. Proposal Opening

The Lead State will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Lead State has issued a Notice of Intent to Award a Contract. See Iowa Code Section 72.3. However, the names of Offerors who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Offerors who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

2.11. Costs of Preparing the Proposal

The costs of preparation and delivery of the Proposal are solely the responsibility of the Offeror.

2.12. No Commitment to Contract

The Lead State reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by the Lead State to award a contract.

2.13. Rejection of Proposals

The Lead State may reject outright and not evaluate a Proposal for reasons including without limitation:

- 2.13.1** The Offeror fails to deliver the Cost Proposal in a separate envelope.
- 2.13.2** The Offeror acknowledges that a mandatory requirement of the RFP cannot be met.
- 2.13.3** The Offeror's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory requirements of the RFP.
- 2.13.4** The Offeror's Proposal limits the rights of the Lead State.
- 2.13.5** The Offeror fails to timely respond to the Lead State's request for information, documents, or references.
- 2.13.6** The Offeror fails to include Proposal Security, if required.
- 2.13.7** The Offeror presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- 2.13.8** The Offeror initiates unauthorized contact regarding the RFP with state employees.
- 2.13.9** The Offeror provides misleading or inaccurate responses.
- 2.13.10** The Offeror's Proposal is materially unbalanced.
- 2.13.11** There is insufficient evidence (including evidence submitted by the Offeror and evidence obtained by the Lead State from other sources) to satisfy the Lead State that the Offeror is a Responsible Contractor.
- 2.13.12** The Offeror alters the language in **Attachment 1**, Certification Letter or **Attachment 2**, Authorization to Release Information letter.

2.13.13 The Offeror is a “scrutinized company” included on a “scrutinized company list” created by a public fund pursuant to Iowa Code section 12J.3.

2.14. Nonmaterial Variances

The Lead State reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Lead State, it is in the State’s best interest to do so. Nonmaterial variances include but are not limited to, minor failures to comply that do not affect overall responsiveness, are merely a matter of form or format, do not change the relative standing or otherwise prejudice other Offerors, do not change the meaning or scope of the RFP, or do not reflect a material change in the specifications of the RFP. In the event the Lead State waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP specifications or excuse the Offeror from full compliance with RFP specifications or other contract specifications if the Offeror is awarded the Master Agreement. The determination of materiality is in the sole discretion of the Lead State.

2.15. Reference Checks

The Lead State reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal and to discuss the Offeror’s qualifications and the qualifications of any subcontractor identified in the Proposal.

2.16. Information from Other Sources

The Lead State reserves the right to obtain and consider information from other sources concerning a Offeror, such as the Offeror’s capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Offeror’s financial stability, past or pending litigation, and other publicly available information.

2.17. Verification of Proposal Contents

The content of a Proposal submitted by a Offeror is subject to verification. If the Lead State determines in its sole discretion that the content is in any way misleading or inaccurate, the Lead State may reject the Proposal.

2.18. Proposal Clarification Process

The Lead State reserves the right to contact a Offeror after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Offeror has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Offeror’s Proposal. The Lead State will not consider information received from or through Offeror if the information materially alters the content of the Proposal or the type of goods and/or services the Offeror is offering to the Lead State. An individual authorized to legally bind the Offeror shall sign responses to any request for clarification. Responses shall be submitted to the Lead State within the time specified in the Lead State's request. Failure to comply with requests for additional information may result in rejection of the Proposal.

2.19. Disposition of Proposals

All Proposals become the property of the State and shall not be returned to the Offeror with the exception of unopened Cost Proposals when a Technical Proposal does not meet the minimum score per Section 6.3. Once the Lead State issues a Notice of Intent to Award the Contract, the

contents of all Proposals will be public records available for inspection by interested parties, except for information for which Offeror properly requests confidential treatment according to exceptions provided in Iowa Code Chapter 22 or other applicable law.

2.20. Public Records and Requests for Confidential Treatment

The Lead State's release of public records is governed by Iowa Code chapter 22. Offerors are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Lead State will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Offeror as non-confidential records unless Offeror requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

2.21. Form 22 - Request for Confidentiality

FORM 22 (Attachment #3 to this RFP) MUST BE COMPLETED AND INCLUDED WITH OFFEROR'S PROPOSAL. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL BEING CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.

2.22. Copyright Permission

By submitting a Proposal, the Offeror agrees that the Lead State may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Offeror consents to such copying and warrants that such copying will not violate the rights of any third party. The Lead State shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

2.23. Release of Claims

By submitting a Proposal, the Offeror agrees that it will not bring any claim or cause of action against the Lead State based on any misunderstanding concerning the information provided in the RFP or concerning the Lead State's failure, negligent or otherwise, to provide the Offeror with pertinent information in this RFP.

2.24. Offeror Presentations

Offerors may be required to make a presentation. The determination as to need for presentations, and the location, order, and schedule of the presentations is at the sole discretion of the Lead State. The presentation may include slides, graphics and other media selected by the Offeror to illustrate the Offeror's Proposal. The presentation shall not materially change the information contained in the Proposal.

2.25. Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed and evaluated in accordance with Section 6 of the RFP. The Lead State will not necessarily award a Master Agreement resulting from this RFP to the Offeror offering the lowest cost. Instead, the Lead State will award the Master Agreement(s) to the Responsible Offeror(s) whose Responsive Proposal the Lead State believes will provide the best value to the Lead State and NASPO ValuePoint.

2.26. Award Notice and Acceptance Period

Notice of Intent to Award the Master Agreement(s) will be sent to all Offerors submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Master Agreement(s) shall be completed no later than ninety (90) days from the date of the Notice of Intent to Award or such other time as designated by the Lead State. If the successful Contractor fails to negotiate and deliver an executed Master Agreement by that date, the Lead State, in its sole discretion, may cancel the award and award the Master Agreement to the remaining Offeror(s) the Lead State believes will provide the best value to the State.

2.27. No Contract Rights until Execution

No Offeror shall acquire any legal or equitable rights regarding the Master Agreement unless and until the Master Agreement has been fully executed by the successful Contractor and the Lead State.

2.28. Choice of Law and Forum

This RFP and the Master Agreement shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Master Agreement. Offerors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

2.29. Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Offerors are responsible to determine the applicability of this Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

2.30. No Minimum Guaranteed

The Lead State and NASPO ValuePoint do not guarantee any minimum level of purchases under the Contract. Unless otherwise specified in a Participating Addendum or order, there is no guarantee that requirements procured under this RFP will be satisfied under a resulting Master Agreement.

2.31. Appeals

An Offeror whose Proposal has been timely filed and who is aggrieved by the Notice of Intent to Award of the Lead State may appeal the decision by filing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer. The notice must be filed within five (5) days of the date of the Notice of Intent to Award issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the Notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Contractor.

SECTION 3: PROPOSAL FORMAT AND CONTENT

3.1. Instructions

These instructions prescribe the format and content of the Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of the Proposal.

- 3.1.1.** The Proposal must be typewritten on 8.5" x 11" paper and sent in sealed envelope. The Proposal must be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal must be labeled as such and placed in a separate sealed envelope. The envelopes must be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes must be labeled with the following information:

RFP Number: RFP1118005083
RFP Title: NASPO ValuePoint Tires, Tubes & Services
Nancy Wheelock, Purchasing Agent
Department of Administrative Services
Central Procurement Bureau
Hoover Building, FLR 3
1305 E. Walnut Street
Des Moines, IA 50319

[Offeror's Name and Address]

The Lead State shall not be responsible for misdirected packages or premature opening of Proposals if a Proposal is not properly labeled.

1 original and 1 electronic copy of the Technical Proposal must be timely submitted to the Issuing Officer in a sealed envelope.

1 original and 1 electronic copy of the Cost Proposal must be submitted in a separate sealed envelope. Prices must be submitted on a pricing matrix (**Attachment 5**) in Microsoft Excel format. **Do not include Cost Proposal on the same CD-ROM or USB flash drive as the Technical Proposal.**

Electronic copies may be submitted on either a CD-ROM or USB flash drive.

Technical Proposal Envelope Contents

Original Technical Proposal
Public Copy (if submitted)
Technical Proposal on electronic media
Public Copy on same electronic media (if submitted)

Cost Proposal Envelope Contents

Original Cost Proposal
Cost Proposal on electronic media

- 3.1.2. If the Offeror designates any information in its Proposal as confidential pursuant to Section 2, the Offeror must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy".
- 3.1.3. Proposals shall not contain promotional or display materials.
- 3.1.4. Attachments shall be referenced in the Proposal.
- 3.1.5. If an Offeror proposes more than one solution to the RFP specifications and requirements, each shall be labeled and submitted in a separate Proposal and each will be evaluated separately.

3.2. Technical Proposal

The following documents and responses shall be included in the Technical Proposal in the order given below. Items listed in Section 3.2 will be considered in the evaluation and scoring of the Technical Proposals:

3.2.1. Technical Proposal (submitted in separate, sealed envelope)

3.2.1.1. Transmittal Letter

An individual authorized to legally bind the Offeror shall sign the transmittal letter. The letter shall include the Offeror's mailing address, electronic mail address, fax number, and telephone number.

3.2.1.2. Table of Contents

The Offeror shall include a table of contents of its Proposal and submit the Response Check List per **Attachment #4**.

3.2.1.3. Executive Summary

The one or two page executive summary is to briefly describe the Offeror's Proposal. This summary should highlight the major features of the Proposal. It must indicate any requirements that cannot be met by the Offeror. The Lead State should be able to determine the essence of the Proposal by reading the executive summary.

3.2.1.4. Offeror Background Information

Provide the following information specific to Offeror's company:

3.2.1.4.1. Name, address, telephone number, fax number and e-mail address of the Offeror including all d/b/a's or assumed names or other operating names of the Offeror and any local addresses and phone numbers.

3.2.1.4.2. Form of business entity, e.g., corporation, partnership, proprietorship, limited liability company.

3.2.1.4.3. State of incorporation, state of formation, or state of organization.

- 3.2.1.4.4. The location(s) including address and telephone numbers of the offices and other facilities that relate to the Offeror's performance under the terms of this RFP.
- 3.2.1.4.5. Employee size (number of employees)
- 3.2.1.4.6. Website capability
- 3.2.1.4.7. Sales contact information
- 3.2.1.4.8. Offeror's client retention rate during the past 3 years
- 3.2.1.4.9. Offeror shall describe its company's growth during the past three years.

3.2.1.5. Offeror Experience

The Offeror must provide the following information regarding its experience:

- 3.2.1.5.1. Number of years in business and company history. Provide the organizational structure of the business.
- 3.2.1.5.2. Number of years of experience with providing the types of goods and/or services sought by the RFP.
- 3.2.1.5.3. Offeror shall demonstrate that it has experience providing the same types of goods and/or services specific to governmental entities.
- 3.2.1.5.4. **Letters** of reference from three (3) previous public sector clients knowledgeable of the Offeror's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

3.2.1.6. Offeror Key Personnel

The Offeror must provide resumes for all key personnel who will be involved in meeting the requirements of the goods and/or services contemplated by this RFP. The following information must be included in the resumes:

- 3.2.1.6.1. Full name.
- 3.2.1.6.2. Education.
- 3.2.1.6.3. Years of experience and employment history particularly as it relates to managing the requirements of the RFP.

3.2.1.7. Mandatory and Scored Technical Requirements

The Offeror shall answer whether or not it will comply with each specification and requirement in Section 5 of the RFP. Where the context requires more than a yes or no answer or the specific specification or requirement so indicates, Offeror shall explain how it will comply with the specification or requirement. Merely repeating the Section 5 specifications and requirements may be considered non-responsive and result in the

rejection of the Proposal. Proposals must identify any deviations from the specifications and requirements of the RFP or specifications and requirements the Offeror cannot satisfy. If the Offeror deviates from or cannot satisfy the specification(s) and requirement(s) of this section, the Lead State may reject the Proposal.

3.2.1.8. Termination, Litigation, Debarment

The Offeror must provide the following information for the past five (5) years:

- 3.2.1.8.1.** Has the Offeror had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- 3.2.1.8.2.** State whether, during the preceding three-year period, the Offeror has had a contract for tires, tubes and services by any large (>10,000 employees) client. If so, identify each such contract, provide a description of the facts and circumstances of the termination, and provide the name, address, and telephone number of a contact person with the entity with whom the Offeror had the contract.
- 3.2.1.8.3.** Indicate whether your company has ever been a party to litigation regarding a tires, tubes and services contract or agreement. If so, provide details of the litigation.
- 3.2.1.8.4.** Describe any damages or penalties assessed against or dispute resolution settlements entered into by Offeror under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.
- 3.2.1.8.5.** Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Offeror to engage in any business, practice or activity.
- 3.2.1.8.6.** A list and summary of all litigation or regulatory proceedings, or similar matters to which the Offeror has been a party.
- 3.2.1.8.7.** Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Offeror. Offeror shall provide written notification to the Lead State of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Contractor, following execution of the Contract.

3.2.1.9. Acceptance of Lead State’s Terms and Conditions

By submitting a Proposal, Offeror acknowledges its acceptance of the Lead State’s terms and conditions of the RFP and the General Terms and Conditions (**Attachment B**) without change except as otherwise expressly stated in its Proposal. If the Offeror takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If Offeror’s exceptions or responses materially alter the RFP, or if the Offeror submits its own terms and conditions or otherwise fails to follow the process described herein, the Lead State may reject the Proposal, in its sole discretion.

3.2.1.10. 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 State Addendum.

The Master Agreement will include, but not be limited to, the NASPO ValuePoint Terms and Conditions in **Attachment A** and the Lead State’s specific terms and conditions required to execute a master agreement, the scope of work, and selected portions of the Offeror’s Proposal. Offeror must include a statement in their Proposal that they have read, understand, and will be bound to all of the terms and conditions as shown in **Attachment A**. Any exceptions must be identified and explained in accordance with Section 7.1 of the RFP.

3.2.1.11. Participating State Terms and Conditions

For informational purposes only, some Participating State specific Terms and Conditions are provided in **Attachments C through M** to this solicitation and will be negotiated by the successful Contractor 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.

3.2.1.12. Certification Letter

The Offeror shall sign and submit with the Proposal, the document included as **Attachment #1** (Certification Letter) in which the Offeror shall make the certifications regarding independence, debarment, and registration, collection, and remission of Sales and Use Tax.

3.2.1.13. Authorization to Release Information

The Offeror shall sign and submit with the Proposal the document included as **Attachment #2** (Authorization to Release Information Letter) in which the Offeror authorizes the release of information to the Lead State.

3.2.1.14. Firm Proposal Terms

The Offeror shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm 120 days following the deadline for submitting Proposals.

3.3. Cost Proposal (submitted in a separate, sealed envelope)

The Offeror shall provide its Cost Proposal in a separately sealed envelope for the proposed goods and/or services. Offeror must enumerate all costs in the **Attachment 5 - Cost Proposal** worksheet.

Do not embed the Cost Proposal in the Technical Proposal response. Inclusion of any cost or pricing data within the Technical Proposal may result in the Proposal being deemed non-responsive.

SECTION 4: SCOPE OF WORK

The scope of this RFP includes specific full lines of tires and tubes as covered in the Manufacturer's Price List (MPL) and related services in the following subcategories:

4.1. Tires and Tubes Subcategories

- 4.1.1. Pursuit and Performance Tires
- 4.1.2. Automobile/Passenger Vehicles
- 4.1.3. Light Duty Trucks: Radial and Bias
- 4.1.4. Medium Commercial/Heavy Duty Trucks /Buses
- 4.1.5. Off-the Road OTR: Radial and Bias
- 4.1.6. Agriculture/Farm
- 4.1.7. Industrial
- 4.1.8. Specialty Tires

4.2. Product and Service Specifications

4.2.1. General Tire Specifications

All tires shall be of quality not less than the tires normally furnished in representative quantities by Original Equipment Manufacturers (OEM) as original equipment for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and other heavy equipment. Tires supplied must be marked with Federal Department of Transportation (DOT) compliance symbol. Tires shall conform to all applicable Federal Specifications.

*All tires must be NEW and must have been produced or manufactured within the last one (1) year prior to delivery to the Using Entity. **Should an Authorized Distributor deliver a tire(s) with a manufacturing date exceeding the one year limit, the Authorized Distributor will pick up the expired tire(s) and replace them with tire(s) that meet the manufacturing date requirement for no additional fee to the Using Entity.***

All tires must have the size (including load range), manufacturer's name and DOT number, serial number and indication of body material molded in side-wall at time of cure. The application of any of the above by any other means such as branding, application of decals, etc. will not be acceptable.

Tires offered must have been tested to meet or exceed ASTM (American Society of Testing and Materials) Standard F1922 for highway tires, F1923 for Off Road/Low Speed tires, and meet operational performance levels and marking requirements of Federal Standards FMVSS 109 for new pneumatic passenger tires, FMVSS 139 for new pneumatic radial tires for light vehicles, and FMVSS 119 for new pneumatic non-passenger Multi-Passenger Vehicles (MPVs), trucks, buses, and trailers.

4.2.1.1. Pursuit and Performance Tires

Pursuit and Performance Tires include tires for police and other pursuit vehicles and for other high-speed, performance vehicles. This subcategory includes any tire that is H, V, W, Y, or ZR rated or above. An H rating is the minimum speed rating for tires in this subcategory.

Tires must be new, standard production tires expressly designed and certified by manufacturer for high speed operation and must exhibit exceptional safety, stability, handling and stopping characteristics. Offeror shall maintain evidence/certifications that such tires meet all laboratory test and size requirements of Federal Standards MVSS 109.

4.2.1.2. Automobile/Passenger Vehicles

These tires include common passenger car tires and are designated with a "P" at the beginning of the tire size. Common applications for these types of tires would be passenger cars and mini vans.

Tires must be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

4.2.1.3. Light Duty Trucks Radial and Bias

These tires can usually be identified by the letters "LT" at the beginning of the tire size. Common applications for these types of tires would be pickup trucks, sport utility vehicles, full size vans and some trailers.

Tires must be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

4.2.1.4. Medium Commercial/Heavy Duty Trucks /Buses

These tires do not have a letter at the beginning of the tire size. Common applications for these types of tires would be medium and heavy trucks, buses, semi-trucks, cargo vans and trailer tires. Tires in this subcategory have a diameter that is equal to or greater than twenty (20) inches.

Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

4.2.1.5. Off-the-Road OTR and Low Speed Off Highway Tires (Radial and Bias)

Common applications are heavy construction equipment such as wheel loaders, backhoes, graders, and trenchers.

Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

4.2.1.6. Agricultural/Farm (Radial and Bias)

Common applications are farm tractors, wagons, harvesters, and other farm implements requiring tires with high traction qualities and tires with high flotation qualities at low inflation pressures.

Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

4.2.1.7. Industrial

Common applications are specialty industrial equipment, some construction equipment, and material handling equipment such as skid loaders and forklifts and include pneumatic, non-pneumatic, and press on tires.

Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

4.2.1.8. Specialty Tires

Specialty tires may include, but are not limited to, recreational, all-terrain-vehicle (ATV), boat trailer, yard and garden, and aviation tires. This category also includes all other tires not identified above.

Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

4.2.2. Low Roll Resistance Tires

Because of average fuel economy standards, the auto industry generally equips new vehicles with tires that have significantly lower rolling resistance and better fuel economy than the average replacement tire. Replacement tires do not have to meet original equipment fuel efficiency standards as there is very little information regarding their rolling resistance and their relative fuel economy characteristics.

In the interests of maintaining fuel economy in fleet vehicles, NASPO ValuePoint Participating States would like to contract with manufacturers that offer certified low rolling resistance tires. Offeror is to identify in the Proposal whether or not it offers these types of tires and, if so, include them on their MPL and identified them as low roll resistance tires. Offeror is to also offer the fuel economy rating of the tires offered; e.g. miles per gallon fuel efficiency increase or percentage of fuel economy increase.

4.2.3. Tubes

All inner tubes must be standard production first line, heavy duty butyl tubes or natural rubber of fresh stock. All tubes must be of quality not less than the tubes normally furnished in representative quantities by OEM as original equipment for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and other heavy equipment. Tubes must conform to all applicable federal specifications. *All tubes must be NEW and must have been produced or manufactured within the last one (1) year prior to installation or delivery to the Using Entity.*

4.2.4. Detailed Services Specifications

Offeror is asked to provide pricing on each of the below mentioned listed services that may be performed by their Approved Distributors to include any parts and labor as a total in its Cost Proposal. If an Offeror does not offer one of the items listed below, the Offeror should mark it as NA. Approved Distributors must honor the services pricing in the Offeror's Cost Proposal.

Offeror is asked to provide a list of its Approved Distributors for each state it is including in its Proposal. If awarded a Contract, the successful Contractor(s) are responsible for the timeliness and quality of all services provided by the Approved Distributors under this RFP. NASPO ValuePoint Participating States may elect to use these services listed below at their discretion.

Product installation and repairs, such as mounting, rotation, and balancing, must be in accordance with manufacturer's recommended procedures of warranted new virgin-product tires for each product subcategory.

4.2.4.1. Tire Installation with purchase in store includes dismount of used tires and tubes

4.2.4.2. Change tire, dismount and mount

4.2.4.3. Flat repair, remove, repair and mount

4.2.4.4. Flat repair, off vehicle

4.2.4.5. Rotate mounted tires (per tire)

4.2.4.6. New valve stem rubber or metal

4.2.4.7. Wheel balance - computer spin balance (per tire)

4.2.4.8. Wheel balance – computer spin balance and valve stem combination

4.2.4.9. Alignment Services

If Offeror provides this service, the prices should be listed in the Cost Proposal as a percentage discount from list price for parts and a price per hour for labor.

4.2.4.10. Emergency Roadside Assistance (price per hour for labor or service call)

Offeror's Approved Distributors shall provide complete twenty-four (24) hour roadside service, as required. Dispatch response time (arrival time by Offeror's Approved Distributors to Using Entity identified location), shall occur within the time parameters requested by the Using Entity at the time of contact (one hour, 2-5 hours, 24 hours etc.). Offeror's Approved Distributors shall make every effort possible, including having all necessary tools, replacement materials and labor on hand at time of repair, to make all roadside repairs and tire replacement(s) in a safe, cost efficient manner. In the event that Offeror's Approved Distributors is unable or unwilling to respond within the required dispatch time after telephone notification of the emergency, the Using Entity reserves the right to procure the Products or Services or a combination of Products and Services elsewhere without contract violation.

4.2.4.11. Studding

Metal implants in the surface of the tread to improve traction on ice.

4.2.4.12. Siping

The small slots that are cut or molded into a tire tread surface. These slots are meant to aid in increasing traction in snow, ice, mud, and wet road surfaces.

4.2.4.13. Used tire recycle and disposal fee (per tire)

Some NASPO ValuePoint Participating States have statutes that only allow up to a specific fee to be charged. The Participating States with statute regulated fee caps will only pay the bid amount or the statute price, whichever is lower.

4.2.4.14. Bulk Disposal of Tires—Optional Service

This is considered an additional chargeable service that will be excluded from the Technical Proposal criteria and scoring, but may be utilized for Contract pricing. Failure to bid on this optional service will not affect an award.

If the Offeror proposes a cost for this service and is awarded a Contract, that Offeror shall, when requested, place trailers on-site at any requesting Using Entity for the disposal of scrap tires. Offeror must, on a will-call basis, within five (5) days' notification from requesting Using Entity, remove and replace full trailers with empty trailers. Trailer capacity shall be a minimum of six (6) tons of scrap tires. Offeror shall dispose of scrap tires that are removed in Offeror-provided trailers at an approved waste tire recovery area, or other approved disposal methods. Offeror must invoice for disposal of scrap tires at the established Master Agreement price per ton. Offeror shall submit with invoice, documentation of scrap tire disposal weight from a disposal site, if this is the method of disposal utilized by the Offeror. Offeror may return scrap tires mounted to wheels to Using Entity if dismounting is required. With prior approval from the designated Using Entity Contract representative, Offeror may dismount scrap tires from wheels and invoice at the established Master Agreement price for such service. Offeror must return wheels to Using Entity for disposition unless instructed otherwise by Using Entity.

4.2.4.15. Tire pressure monitoring system (TPMS)

Newer vehicles all come with a tire pressure monitoring system (TPMS) which is built into the tire valve. When new tires are mounted on a vehicle with the TPMS system, the TPMS system is reinstalled with a new washer, valve, and valve cap (TPMS service kit).

4.3. Customer Service

4.3.1. The Offeror shall provide a website dedicated to any Participating State that includes, but is not limited to, services, cost, technical specifications, online ordering, and payment capability.

4.3.2. The Offeror shall provide a dedicated customer service representative(s) for the Contract. The representative shall be available to respond to all User Entity inquiries within one business day. The representative shall be available to resolve any customer service issues.

4.3.3. The Offeror's representative shall be available to conduct annual meetings, at a minimum, with contract manager to discuss performance and customer service related issues. The representative shall be responsible to conduct and/or coordinate sales meetings, training sessions, and product demonstrations if required.

4.4. Multi-Accounts within a Using Entity

Using Entities may have different agencies, departments or divisions utilizing the goods and/or services provided by Offeror(s). Therefore, Offeror(s) must be able to process multiple individual accounts and unique users within a Using Entity.

4.5. Payment Types

Offeror must accept mailed and electronic payments/P-Cards and cannot charge additional transaction fees under this Master Agreement. Offeror shall state in its Cost Proposal whether it offers any payment discounts.

4.6. Recruiting and Education of Approved Distributors

Offeror shall agree to continue recruiting dealers to become Approved Distributors for Participating States for the duration of the Contract. Offeror shall further agree to continued outreach with regards to the training of Approved Distributors on the terms and requirements of the Master Agreement and relaying billing procedures for each respective Participating State.

4.7. 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 6 of the NASPO ValuePoint Master Agreement Terms and Conditions (**Attachment A**). Offeror also agrees to provide the specific summary and detailed usage reporting requirements as prescribed by Section 7 of the NASPO ValuePoint Master Agreement Terms and Conditions.

Offeror shall identify the person responsible for providing the mandatory usage reports. This information must be kept current during the Contract period. Offeror will be required to provide a mandatory usage reporting contact within 15 days of Master Agreement execution.

SECTION 5: MANDATORY AND SCORED REQUIREMENTS

Overview

The successful Offeror shall provide the goods and/or services to the State using the Master Agreement in accordance with the requirements as provided in this Section. The Offeror shall address each requirement in this Section and indicate whether or not it will comply with the requirement. If the context requires more than a yes or no answer or the section specifically indicates, Offeror shall explain how it will comply with the requirement. Proposals must address each requirement. Merely repeating the requirement may be considered non-responsive and may disqualify the Offeror. Proposals must identify any deviations from the requirements of this RFP or requirements the Offeror cannot satisfy. If the Offeror deviates from or cannot satisfy the requirement(s) of this section, the Lead State may reject the Proposal.

5.1 Mandatory Requirements

All items listed in this section are Mandatory Requirements. Offerors must mark either “yes” or “no” to each requirement in their Proposals. By indicating “yes” an Offeror agrees that it shall comply with that specification throughout the full term of the Contract, if the Offeror is successful. In addition, if specified by the requirement or if the context otherwise requires, the Offeror shall provide references and/or supportive materials to verify the Offeror’s compliance with the requirement. The Lead State shall have the right to determine whether the supportive information and materials submitted by the Offeror demonstrates the Offeror will be able to comply with the Mandatory Requirements. If the Lead State determines the responses and supportive materials do not demonstrate the Offeror will be able to comply with the Mandatory Requirements, the Lead State may reject the Proposal.

5.1.1. Minimum Experience

Offeror shall be a manufacturer of tires and tubes and have been in business for a minimum of three years providing tires, tubes and related services on a nationwide basis and must have demonstrated specific public sector experience as required in Section 3.2.1.5.

5.1.2. Licensing Requirements

Offeror must be in full compliance with all licensing requirements in the Lead State at the time of Proposal submission. Participating States or other authorized Using Entities may have additional licensing and/or certification requirements that would be addressed in Participating Addenda.

5.1.3. Offeror Single Point of Contact

Offeror must include a single point of contact in their Proposal. This single point of contact shall be the primary person the Lead State Contract Administrator and Issuing Officer may contact in regards to any resulting Master Agreement.

This person must be authorized to coordinate with distributors and representatives in each Participating State to ensure an efficient implementation of the Master Agreement and to ensure correct pricing for goods and services.

5.1.4. Shipping to Using Entity

In some instances, a Using Entity may require tires be shipped to different agencies, departments or divisions. Orders of this type must be shipped FOB Destination at contract price with no additional fees or freight charges added.

5.1.5. Returns

The Offeror shall not charge for return fees for inaccuracies or other errors on the part of the Offeror.

5.1.6. Product Guarantee and Adjustment

Tires furnished must be guaranteed to be free from defects in workmanship and material for original tread life or 48 months whichever comes first. Any tire which fails this guarantee must either be satisfactorily repaired by the successful Contractor or replaced with a new tire charging only for the mileage used based on the tread depth, or as agreed upon by the Using Entity. Allowances and replacement charges shall be based upon the Master Agreement tire price.

The successful Contractor shall pay all transportation costs on both the defective tire(s) and replacement tire(s). The successful Contractor shall provide a one (1) year warranty on all tubes and parts beginning on the date of installation, to repair and/or replace as necessary, as determined by the Using Entity, **AT NO COST TO THE USING ENTITY.** If such items are not normally warranted for one year, maintenance to supply the equivalent of a one (1) year warranty must be included in the cost. Shipping cost for returned tubes and parts warranty service **SHALL BE PAID BY THE SUCCESSFUL CONTRACTOR.**

Offer shall include with its Proposal a statement that its company agrees to the mandatory Warranty Requirements. If Offeror's company warranty exceeds the mandatory requirements, Offeror shall include a copy of the warranty with its Proposal.

5.1.7. Emergency Vehicle Service Priority

Successful Contractor shall give Emergency Vehicles (i.e. police vehicles, snow removal equipment, firefighting equipment, ambulances, etc.), during emergency operations, priority service over all other customers including both private and public customers. If there is no emergency, the successful Contractor shall service Emergency Vehicles in their normal priority manner.

5.1.8. Green purchasing requirements

It is the desire of NASPO ValuePoint to allow eligible Using Entities to procure products and services that help to minimize the environmental impact resulting from the use and disposal of these products. Such products, referred to as "Environmentally Preferable Products" (EPPs), include, but are not limited to, those which contain recycled content, conserve energy or water, minimize waste or reduce the amount of toxic material used and disposed of.

Offeror shall include with its Proposal information of its company's initiatives concerning environmentally preferred products for informational purposes only.

5.2. Scored Technical Requirements

This section contains scored technical requirements pertaining to the Tires, Tubes and Services. Other sections of this RFP contain additional requirements that must be met in order to be considered responsive. Offeror must identify in their Proposal how its company meets (or exceeds) all requirements listed in this Section of the RFP solicitation.

All requirements will be evaluated and scored by the evaluation committee in accordance with Section 6.

5.2.1. Scope of Work

Offeror shall demonstrate in their Proposal how they meet or exceed the requirements of each section of Section 4 - Scope of Work. Offeror shall show each requirement and their response in their Proposal.

5.2.2. Availability of Products

All tires of common usage should be regularly carried in stock by the successful Contractor, or their distributor. All other tires must be available from the successful Contractor, or their distributor, within 30 days after receipt of order. Indicate the process, policies, or procedures used by manufacturer to mitigate the risks of running short of the materials needed to produce the tire products required to meet the need of the states participating in the NASPO ValuePoint Master Agreement.

Offeror shall include a statement of its company’s product availability standards in its Proposal.

5.2.3. Service Areas

The Offeror must demonstrate, in its technical Proposal, the ability to sell and service tires and tubes to the Participating States. The Offeror is required to provide a list of sales and service areas within each Participating State. The list should be sorted by city and state.

The Offeror’s list of Approved Distributors within each state must provide full location addresses including contact information and services that are currently provided by each location.

5.2.4. Offeror’s Resolution of Issues with Approved Distributors

Offeror shall indicate how it ensures that its Approved Distributor network will be effective in responding to tire availability, delivery, and pricing problems.

5.2.5. Compliance of Approved Distributors

Offeror shall indicate how its company will ensure that the Approved Distributor network is complying with the terms of the Master Agreement with regards to liability insurance requirements and warranty issues.

5.2.6. Customer Service

5.2.6.1. Offeror’s shall provide its hours of operation and when key account people will be available to the Lead State.

- 5.2.6.2. Offeror shall describe how problem identification and resolution will be handled at the manufacturer level and Approved Distributor network level.
- 5.2.6.3. Offeror shall explain how it will service its account and describe the system it will use to manage its account.
- 5.2.6.4. Offeror shall explain how it responds to customer complaints and service issues.
- 5.2.6.5. Offeror shall describe how it assesses customer satisfaction.
- 5.2.6.6. Offeror shall explain its quality assurance measures and how they are handled in its organization and Approved Distributor network.

5.2.7. Offeror Relationship with Approved Distributors

- 5.2.7.1. Offeror shall explain its plan to update each Participating State's contract manager with a current and comprehensive list of Approved Distributors on a routine basis. When new Approved Distributors sign the participating contract or existing Approved Distributors are removed from the participating Approved Distributors list, Contractor shall explain how quickly it will update the participating Approved Distributors list.
- 5.2.7.2. Offeror shall explain how it will recruit Approved Distributors for the NASPO ValuePoint Master Agreement. Explain your turnaround time for setting up new Approved Distributors.
- 5.2.7.3. Offeror shall explain its training program for new Approved Distributors on the terms and requirements of the Contract. Will Offeror provide annual training for existing Approved Distributors who may have a change in management? Offeror will explain the role Offeror's regional representatives will have in terms of ensuring Approved Distributors are aware of the Master Agreement and understand their responsibilities to the Using Entity.
- 5.2.7.4. Offeror shall explain how it educates the Approved Distributors on the billing process for each Participating State and other Using Entities.
- 5.2.7.5. Offeror shall explain its payment mechanism for Approved Distributors. What is Offeror's turnaround time for paying Approved Distributor's invoice?
- 5.2.7.6. Offeror shall explain whether they are willing to provide the Lead State's Contract Administrator with a copy of their annual outreach schedule for recruiting Approved Distributors in participating states. Will Offeror agree to provide a report to the Lead State's Contract Administrator showing the total number of manufacturer's authorized dealers versus the total number of Approved Distributors for the NASPO ValuePoint Master Agreement for each Participating State on a bi-annual basis?

5.2.8. 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:

- 5.2.8.1.** Offerors shall identify the person responsible for providing the mandatory usage reports.
- 5.2.8.2.** Offerors shall identify the method and frequency in which usage data will be collected from Approved Distributors.
- 5.2.8.3.** Offerors shall identify the method in which usage fees will be distributed to NASPO ValuePoint and applicable Participating States.
- 5.2.8.4.** Offerors shall identify the method in which up-to-date information will be provided to NASPO ValuePoint and the Lead State Contract Administrator.

5.2.9. NASPO ValuePoint eMarket Center

To be eligible for award, the Offeror agrees, by submission of a Proposal, to cooperate with NASPO ValuePoint and SciQuest, doing business as JAGGAER (and any authorized agent or successor entity to JAGGAER) to integrate Offeror's presence in the NASPO ValuePoint eMarket Center either through an electronic catalog (hosted or punchout site) or unique ordering instructions. Refer to **Attachment A**, Section 9, NASPO ValuePoint Master Agreement Terms and Conditions for the prescribed requirements.

The NASPO ValuePoint Terms and Conditions require as a minimum that the Offeror agrees to participate in development of ordering instructions. Proposer shall respond how they can support the NASPO ValuePoint eMarket Center in the Proposal through either a hosted catalog or punchout solution.

5.2.10. Promotion of the NASPO ValuePoint Master Agreement

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,

- 5.2.10.1.** Offeror shall explain how it intends to promote the use of the Master Agreement.

- 5.2.10.2. Offeror shall explain how it plans to educate its Approved Distributor network about participating in the Master Agreement.
- 5.2.10.3. Knowing that Participating States' chief procurement officials (CPOs) must permit use of the Master Agreement in their state, Offeror shall explain how it will integrate the CPO's permission into its plan for promoting the Master Agreement.
- 5.2.10.4. Public entities are sensitive to "scope" issues, that is, whether performance is within the intended scope of the solicitation as awarded. In the context of Offeror's method of promoting agreements of this nature, Offeror shall clarify any questions regarding the scope of the Master Agreement with respect to any potential order.
- 5.2.10.5. Through its Cooperative Development Coordinators and Education & Outreach team, NASPO ValuePoint assists Lead States by engaging Contractors in strategies aimed at promoting master agreements. Offeror shall explain the opportunities and/or challenges Offeror sees in working with NASPO ValuePoint staff in this way.
- 5.2.10.6. Does Offeror's company participate in any other public procurement cooperatives? If yes, explain any restrictions or requirements that other cooperatives place on Offeror's company for participating with NASPO ValuePoint.

5.3. Optional Services Specifications

All items listed below are specifications for optional, non-mandatory services that the Lead State may consider adding to the scope of work of the Master Agreement(s). These optional service specifications will be evaluated and scored in the Technical Proposals only. Costs for optional services will not be scored.

5.3.1. Optional Value-Added Services

Offeror shall describe any value-added services related to the requirements of this RFP which it can provide to all participating states. Any fees associated with the value-added services shall be included in the Cost Proposal, but will not be scored as part of the Cost Proposal.

SECTION 6: EVALUATION AND AWARD

6.1. Introduction

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest benefit to the State of Iowa and NASPO ValuePoint. A Master Agreement(s) will not necessarily be awarded to the Offeror(s) proposing the lowest cost. Instead, the Lead State will award to the Offeror(s) whose Responsive Proposal(s) the Lead State believes will provide the best value to the State of Iowa and NASPO ValuePoint.

6.2. Evaluation Committee

The Lead State will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The Lead State will use an evaluation committee to review and evaluate the Technical Proposals. The evaluation committee will recommend an award based on the results of their evaluation to the Lead State and NASPO ValuePoint, both of whom must approve the recommendation.

6.2.1 Multiple Awards

The Lead State reserves the right in its discretion to determine the number of awards, based on the best interests of the Lead State and NASPO ValuePoint cooperative. Evaluation factors may include geographical coverage of Proposals, capacities of Offerors to satisfy expected demand, nature of distribution channels, anticipated volume, and ability of the Lead State to administer the multiple agreements.

6.3. Technical Proposal Evaluation and Scoring

All Technical Proposals will first be reviewed to determine if they comply with the Mandatory Requirements in Section 5.1. The Technical Proposals will then be evaluated and scored on the Scored Technical Requirements described in Section 5.2. To be deemed a Responsive Proposal, the Proposal must:

- Answer “Yes” to all parts of Section 5.1 and include supportive materials as required to demonstrate the Offeror will be able to comply with the Mandatory Requirements in that section and
- Obtain the minimum score for the Technical Proposal.

An addendum identifying the points assigned to evaluation criteria and minimum score will be posted prior to the RFP due date.

6.4. Cost Proposal Scoring

The Cost Proposals will remain sealed during the evaluation of the Technical Proposals and any demonstrations. Only prospective Offerors who obtain the minimum score for their Technical Proposal will be considered during the cost evaluation phase of the review process. When a Technical Proposal does not meet the minimum score, the associated Cost Proposal will remain unopened and will be returned to the Offeror after the Lead State issues a Notice of Intent to Award the Contract. After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

To assist the Lead State in evaluating, Cost Proposals may be evaluated and points awarded as follows:

- 1) The Cost Proposals will be ranked from least to most expensive.
- 2) The least expensive Cost Proposal shall receive the maximum number of points available.
- 3) To determine the number of points to be awarded to all other Cost Proposals, the least expensive Cost Proposal will be used in all cases as the numerator. Each of the other Cost Proposals will be used as the denominator per the example below.
- 4) The percentage will then be multiplied by the maximum number of available points and the resulting number will be the cost points awarded to other compliant offerors. Percentages and points will be rounded to the nearest whole value.

Example:

Offeror A quotes \$35,000; Offeror B quotes \$45,000 and Offeror C quotes \$65,000.

Offeror A: $\frac{\$35,000}{\$35,000}$ = receives 100% of available points on cost.

Offeror B: $\frac{\$35,000}{\$45,000}$ = receives 78% of available points on cost.

Offeror C: $\frac{\$35,000}{\$65,000}$ = receives 54% of available points on cost.

6.5 Total Score

The compliant Offeror's Technical Proposal points will be added to its Cost Proposal points to obtain the total points awarded for the Proposal.

SECTION 7 MASTER AGREEMENT TERMS AND CONDITIONS

7.1 Master Agreement Terms and Conditions

The Master Agreement that the Lead State expects to award as a result of this RFP shall comprise the specifications, requirements, terms and conditions of the RFP, written clarifications or changes made in accordance with the provisions of the RFP, the NASPO ValuePoint Master Agreement Terms and Conditions (**Attachment A**), the offer of the successful Contractor contained in its Proposal, and any other terms deemed necessary by the Lead State. No objection or amendment by an Offeror to the provisions or terms and conditions of the RFP or the NASPO ValuePoint Master Agreement Terms and Conditions shall be incorporated into the Master Agreement unless the Lead State and NASPO ValuePoint have explicitly accepted the Offeror's objection or amendment in writing.

The Master Agreement terms and conditions in this Section 7 and the NASPO ValuePoint Master Agreement Terms and Conditions (**Attachment A**) will be incorporated into the Master Agreement. The Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Offerors to better evaluate the costs associated with the RFP specifications, requirements and the Master Agreement. All costs associated with complying with these specifications and requirements should be included in any pricing quoted by the Offeror.

By submitting a Proposal, Offeror acknowledges its acceptance of the terms and conditions of the RFP, the General Terms and Conditions (Attachment B) and the NASPO ValuePoint Master Agreement Terms and Conditions (Attachment A) without change except as otherwise expressly stated in its Proposal. If the Offeror takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or NASPO ValuePoint Master Agreement Terms and Conditions language it proposes to include in place of the provision. If Offeror's exceptions or proposed responses materially alter the RFP, or if the Offeror submits its own terms and conditions or otherwise fails to follow the process described herein, the Lead State may reject the Proposal, in its sole discretion.

The Lead State reserves the right to either award a Master Agreement(s) without further negotiation with the successful Contractor or to negotiate Master Agreement terms with the successful Contractor if the best interests of the Lead State and NASPO ValuePoint would be served.

7.2 Special Terms

7.2.1 Additional Participating States' Terms and Conditions

Some Participating States listed in Section 1.8 may have included special or unique terms and conditions for their state that will govern their state's Participating Addendum. These terms and conditions are being provided as a courtesy to Proposers to indicate which additional terms and conditions may be incorporated into a state's 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 successful Contractor(s). State-specific terms and conditions are included in **Attachments C through M**.

7.3 Master Agreement Length

The term of the Master Agreement will begin and end on the dates indicated on the RFP cover sheet.

7.4 Insurance Requirements

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 21 of the NASPO ValuePoint Master Agreement Terms and Conditions (**Attachment A**). Offeror shall describe its insurance or plans to obtain insurance satisfying the requirements in Section 21.

Attachment # 1
Certification Letter

Alterations to this document are prohibited, see section 2.13.12.

[Date]

Nancy Wheelock, Lead State Contract Administrator and Issuing Officer
Iowa Department of Administrative Service
1305 E. Walnut Street
Des Moines, IA 50319

Re: RFP 1118005083 - PROPOSAL CERTIFICATIONS

Dear Nancy:

I certify that the contents of the Proposal submitted on behalf of [Name of Offeror] _____ (Offeror) in response to **Iowa Department of Administrative Services for RFP1118005083 for NASPO ValuePoint Tires, Tubes and Services** are true and accurate. I also certify that Offeror has not knowingly made any false statements in its Proposal.

Certification of Independence

I certify that I am a representative of Offeror expressly authorized to make the following certifications in behalf of Offeror. By submitting a Proposal in response to the RFP, I certify in behalf of the Offeror the following:

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Lead State or with any person serving as a member of the evaluation committee.
2. The Proposal has been developed independently, without consultation, communication or agreement with any other contractor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to Lead State's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Offeror to induce any other contractor to submit or not to submit a Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Offeror and the Lead State or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither Offeror nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three-year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for, commission of fraud; a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records; making false statements; or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b)

of this certification; and (d) have not within a three-year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Lead State has relied upon when this transaction was entered into. If it is later determined that Offeror knowingly rendered an erroneous certification, in addition to other remedies available, the Lead State may pursue available remedies including suspension, debarment, or termination of the Contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

- 7. Pursuant to *Iowa Code sections 423.2(10) and 423.5(4)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Offerors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Proposal in response to the RFP, the Offeror certifies the following: (check the applicable box)

- Offeror is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 423*; or
- Offeror is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(47) and (48)*.

Offeror also acknowledges that the Lead State may declare the Offeror’s Proposal or resulting Contract void if the above certification is false. The Offeror also understands that fraudulent certification may result in the Lead State or its representative filing for damages for breach of contract in addition to other remedies available to Lead State.

Sincerely,

Signature

Name and Title of Authorized Representative

Date

Attachment #2
Authorization to Release Information Letter
Alterations to this document are prohibited, see section 2.13.12.

[Date]

Nancy Wheelock, Lead State Contract Administrator and Issuing Officer
Iowa Department of Administrative Service
1305 E. Walnut Street
Des Moines, IA 50319

Re: RFP1118005083 - AUTHORIZATION TO RELEASE INFORMATION

Dear Nancy:

[Name of Offeror]_____ **(Offeror)** hereby authorizes the **Iowa Department of Administrative Services** ("Lead State") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to **RFP1118005083**.

The Offeror acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Offeror acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Offeror is willing to take that risk.

The Offeror hereby releases, acquits and forever discharges the State of Iowa, the Lead State, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Lead State or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to the RFP.

The Offeror authorizes representatives of the Lead State or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Offeror's Proposal submitted in response to RFP.

The Offeror further authorizes any and all persons and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Offeror's Proposal. The Offeror hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Offeror that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Lead State or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to RFP.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

Signature

Name and Title of Authorized Representative

Date

Attachment #3
Form 22 – Request for Confidentiality
SUBMISSION OF THIS FORM 22 IS REQUIRED

THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL. THIS FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM 22 IF PROPOSAL DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM 22 IF PROPOSAL DOES CONTAIN CONFIDENTIAL INFORMATION.

1. Confidential Treatment Is Not Requested

An Offeror not requesting confidential treatment of information contained in its Proposal shall complete Part 1 of Form 22 and submit a signed Form 22 Part 1 with the Proposal.

2. Confidential Treatment of Information is Requested

An Offeror requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Proposal as containing confidential information, (3) mark each page upon which the Offeror believes confidential information appears **and CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION**, and (4) submit a “Public Copy” from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Offeror: (1) enumerates the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the information as confidential, (2) justifies why the information should be maintained in confidence, (3) explains why disclosure of the information would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Offeror to respond to inquiries by the Lead State concerning the confidential status of such information.

The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP. The confidential information must be excised in such a way as to allow the public to determine the general nature of the information removed and to retain as much of the Proposal as possible.

Failure to request information be treated as confidential as specified herein shall relieve Lead State and State personnel from any responsibility for maintaining the information in confidence. Offerors may not request confidential treatment with respect to pricing information and transmittal letters. An Offeror’s request for confidentiality that does not comply with this form or an Offeror request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting Offeror’s Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.

If Lead State receives a request for information that Offeror has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such information, Offeror shall, at its sole expense, appear in such action and defend its request for confidentiality. If Offeror fails to do so, Lead State may release the information or material with or without providing advance notice to Offeror and with or without affording Offeror the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Offeror fails to comply with the request process set forth herein, if Offeror’s request for confidentiality is unreasonable, or if Offeror rescinds its request for confidential treatment, Lead State may release such information or material with or without providing advance notice to Offeror and with or without affording Offeror the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

Part 1 – No Confidential Information Provided

Confidential Treatment Is Not Requested

Offeror acknowledges that its Proposal contains no confidential, secret, privileged, or proprietary information. There is no request for confidential treatment of information contained in this proposal response.

This Form must be signed by the individual who signed the Offeror’s Proposal. The Offeror shall place this Form completed and signed in its Proposal.

- ***Fill in and sign the following if you have provided no confidential information. If signing this Part 1, do not complete Part 2.***

_____	_____	_____
Company	RFP Number	RFP Title
_____	_____	_____
Signature (required)	Title	Date

(Proceed to the next page only if Confidential Treatment is requested.)

Part 2 - Confidential Treatment is Requested

*The below information is to be completed and signed **ONLY** if Offeror is requesting confidential treatment of any information submitted in its Proposal.*

NOTE:

- ***Completion of this Form is the sole means of requesting confidential treatment.***
- ***AN OFFEROR MAY NOT REQUEST PRICING INFORMATION IN PROPOSALS BE HELD IN CONFIDENCE.***

Completion of the Form and Lead State’s acceptance of Offeror’s submission does not guarantee the Lead State will grant Offeror’s request for confidentiality. The Lead State may reject Offeror’s Proposal entirely in the event Offeror requests confidentiality and does not submit a fully completed Form or requests confidentiality for portions of its Proposal that are improper under the RFP.

Please provide the information in the table below. Offeror may add additional lines if necessary or add additional pages using the same format as the table below.

RFP Section:	Offeror must cite the specific grounds in <i>Iowa Code Chapter 22</i> or other applicable law which supports treatment of the information as confidential.	Offeror must justify why the information should be kept in confidence.	Offeror must explain why disclosure of the information would not be in the best interest of the public.	Offeror must provide the name, address, telephone, and email for the person at Offeror’s organization authorized to respond to inquiries by the Lead State concerning the status of confidential information.

This Form must be signed by the individual who signed the Offeror’s Proposal. The Offeror shall place this Form completed and signed in its Proposal. A copy of this document shall be placed in all Proposals submitted including the Public Copy.

- ***If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Offeror’s submittal to request confidentiality or rejection of the Proposal as being non-responsive.***
- ***Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Proposal. If signing this Part 2, do not complete Part 1.***

Company

RFP Number

RFP Title

Signature (required)

Title

Date

Attachment #4 – Response Check List* (submit with Technical Proposal)

RFP REFERENCE SECTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
Technical Proposal (submitted in separate envelope from Cost Proposal)			
One (1) Original of the Proposal; One (1) electronic copy			
One (1) Public Copy with Confidential Information Excised; One (1) electronic copy			
2. Form 22 – Request for Confidentiality (Required) (Attachment 3)			
3. Transmittal Letter			
3. Table of Contents			
3. Executive Summary			
3. Offeror Background Information			
3. Offeror Experience			
3. Offeror Key Personnel			
3. Terminations			
3. Acceptance of NASPO ValuePoint Terms and Conditions			
3. Acceptance of Lead State’s Terms and Conditions			
3. Certification Letter (Attachment 1)			
3. Authorization to Release Information (Attachment 2)			
3. Firm Proposal Terms			
4. Scope of Work			
5. Mandatory Requirements			
5. Scored Technical Requirements			
5. Optional Services Specifications			
Cost Proposal (Attachment 5 submitted in separate, sealed envelope) One (1) original and one (1) electronic copy			

* This check list is for informational purposes only. Offeror is solely responsible for providing all of the information required as specified in the RFP.

ATTACHMENT #5 COST PROPOSAL

1.1 Overview of Cost Proposal

Offeror must submit cost, prices and rates as required by **Attachment 5 - Cost Proposal Worksheet**. Prices and rates shall include all anticipated charges, including but not limited to, freight and delivery, cost of product and services, transaction fees, overhead, profits, and other costs or expenses incidental to the Offeror's performance.

Offeror must also provide responses to Section 1.1.2. below, Cost Proposal Questionnaire, in its Cost Proposal submission.

1.1.1 Cost Proposal Worksheet Instructions

1.1.1.1. Product Discounts (Worksheet TAB 1)

The Lead State and NASPO ValuePoint are requesting a discount off of the MPL for all products offered as listed in each of the sub-categories. Offerors may offer different discounts for different sub-categories. NASPO ValuePoint pricing will be determined by taking the MPL price less the discount offered to determine the NASPO ValuePoint price.

Each of the product categories must have a single price or rate list applicable to all Using Entities.

1.1.1.2. Service Rates (Worksheet TAB 2)

Offerors are asked to propose costs for each of the below mentioned services that may be performed by their Approved Distributors, to include all parts and labor as a total service rate in the Cost Proposal Worksheet (Tab 2). The service rates listed below will be included in the scoring of the Cost Proposal. If an Offeror does not offer one or more of the below listed items, the Offeror should mark the item as NA.

The Lead State reserves the right to remove any services that do not allow for a fair comparison and evaluation of costs between Offerors. For example, should several Offerors not provide a cost for the same service, the State at its sole discretion may remove that line from the service list to allow for a fair comparison and evaluation of total service cost for all Offerors. Notwithstanding the foregoing, if a service is removed from the service list cost comparison for all Offerors, the pricing provided by an Offeror for that service will be included in the Contract if Offeror is a successful Contractor.

- a. Tire Installation w/purchase in store including dismount of used tires and tubes.
- b. Change tire, dismount and mount
- c. Flat repair, remove, repair and mount
- d. Flat repair, off vehicle
- e. Rotate mounted tires (per tire)

- f. New valve stem, rubber or metal acceptable
- g. Wheel balance - computer spin balance (per tire)
- h. Wheel balance/Valve stem combo
- i. Alignment services
- j. Emergency tire repair-road side assistance (per hour)
- k. Studding
- l. Siping
- m. Used tire recycle/disposal fee (per tire)
- n. Bulk tire disposal

If awarded a Contract, the successful Contractor is responsible for the timeliness and quality of all services provided by its Approved Distributors under this RFP.

1.1.1.3. Market Basket (Worksheet TAB 3)

In order to determine the most advantageous pricing, a product list (“market basket”) has been developed listing products of common use as well as products of special use which were purchased in 2017 by the states participating in the current contract. Offerors are being provided with specific brand names and identifying information to allow Offerors to propose an equivalent product, if applicable, in the line directly below a listed brand named product in the market basket. The 2017 total sales for the states participating in the current contract will be provided for each product listed in the market basket. The market basket is included in the scoring of the Cost Proposal.

The Lead State reserves the right to remove market basket products which do not allow for a fair comparison of costs among Offerors. For example, should several Offerors not provide a cost for the same market basket product, the State at its sole discretion may remove that line from the market basket to allow for a fair comparison of total market basket cost for all Offerors.

Offerors are to provide their MPL price, their proposed list discount, and the total net product cost in Tab 3. Offerors will then multiply the tire cost (column T) times the 2017 usage (column H) and enter the total cost into column U. OFFERORS MAY NOT OFFER SPECIAL PRICING FOR THE PRODUCTS ON THE “MARKET BASKET”. The “market basket” is located on Tab 3 in **Attachment 5 – Cost Proposal Worksheet** of this RFP and must be completed by the Offeror as part of its Cost Proposal.

Offeror may not net price any products listed on **Attachment 5 – Cost Proposal Worksheet** even if products listed in Section B4 of the Market Basket are considered in the national school bus program. These tires must be bid by a percentage off MPL as stated in the RFP. Other tires that are part of the National School Bus Program and are not listed on **Attachment 5 – Cost Proposal Worksheet** can be net priced as listed.

The prices paid by the NASPO ValuePoint Participating States for tires, tubes, and services will be the prices listed and provided in response to this RFP, which will be on file with the Lead State.

1.1.2 Cost Proposal Questionnaire

Offeror shall provide responses to the following questions and submit the responses with its Cost Proposal.

- 1.1.2.1.** Offeror must describe how any future cost increases, after the price and rate guarantee period as provided in Section 1.1.3 below has expired, will be minimized and capped.
- 1.1.2.2.** Offeror must explain how both increases and decreases will be passed on to the State for the duration of the Contract after the price and rate guarantee period as provided in Section 1.1.3 below has expired.
- 1.1.2.3.** Offeror must explain the proposed process to implement cost changes and how the Lead State will be notified.

1.1.3 Price and Rate Guarantee Period

All prices and service rates offered shall be guaranteed for the initial one-year period of the Master Agreement. The percentage discounts offered for each type of product included in this RFP will remain firm for the duration of the NASPO ValuePoint Master Agreement(s). Any request for price or service rate adjustment following the initial one-year period is detailed in Section 11 of the NASPO ValuePoint Master Agreement Terms and Conditions.

1.1.4 Annual Price List

The successful Contractor will provide the Lead State Contract Administrator and Issuing Officer an electronic price list annually in Excel or Excel compatible in “.xls” format that includes both the published list prices, the discount used to compute the final cost, and the final NASPO ValuePoint cost.

1.1.5 Tax Exemption

The Lead State is exempt from federal excise taxes and State of Iowa sales tax and no payment will be made by the Lead State for any taxes levied on the Offeror’s or any subcontractor’s employees’ wages. The tax rules with respect to other Using Entities may vary and are expected to be addressed in the Participating Addenda.

ATTACHMENT #6

Historical Usage 2017

<u>State</u>	<u>Annual Spend</u>	<u>State</u>	<u>Annual Spend</u>
Alabama	\$8,382,212	Montana	\$1,082,404
Alaska	\$540,747	Nebraska	\$3,428,927
Arizona	\$12,422,960	Nevada	\$3,628,492
Arkansas	\$5,119,410	New Hampshire	\$2,269,073
California	\$1,896,916	New Jersey	\$11,905,627
Colorado	\$10,219,930	New Mexico	\$5,431,548
Connecticut	\$4,252,943	New York	\$13,094,215
Delaware	\$1,622,941	North Dakota	\$1,707,838
Florida	\$22,849,001	Ohio	\$10,023,521
Hawaii	\$694,506	Oklahoma	\$6,199,168
Idaho	\$1,755,658	Oregon	\$4,152,462
Illinois	\$119,655	Rhode Island	\$986,766
Iowa	\$4,932,277	South Dakota	\$2,067,266
Kentucky	\$5,884,775	Tennessee	\$10,572,706
Louisiana	\$7,891,945	Texas	\$124,912
Maine	\$2,324,079	Utah	\$5,488,808
Maryland	\$7,375,303	Vermont	\$1,077,943
Massachusetts	\$6,115,386	Virginia	\$9,193
Michigan	\$5,564,183	Washington	\$9,396,954
Minnesota	\$7,585,888	Wisconsin	\$6,941,600
Missouri	\$6,900,342	Wyoming	\$1,552,478
Total Spend 2017	\$225,592,954		

ATTACHMENT #7

Key for Fields in Report Template

Field Name	Field Description
VENDOR	The awarded Contractor's name
VENDOR CONTRACT NUMBER	Lead State assigned contract number (using Lead State's numbering protocol)
CUSTOMER STATE	State postal abbreviation code (Alaska = AK, Missouri = MO, etc.) in which the purchasing entity resides
CUSTOMER TYPE (SEGMENT)	State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by
BILL TO NAME	Customer (agency) Bill to name
BILL TO ADDRESS	Customer (agency) Bill to address
BILL TO CITY	Customer (agency) Bill to city
BILL TO ZIPCODE	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]
SHIP TO NAME	Customer (agency) Ship to name
SHIP TO ADDRESS	Customer (agency) Ship to address
SHIP TO CITY	Customer (agency) Ship to city
SHIP TO ZIPCODE	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]
ORDER NUMBER	Vendor assigned order number
CUSTOMER PO NUMBER	Customer provided Purchase Order Number
CUSTOMER NUMBER	Vendor assigned account number for the purchasing entity
ORDER TYPE	Sales order, Credit/Return, Upgrade/Downgrade, etc. [determined by industrial practice for each contract - uniform for each contract]
PO DATE (ORDER DATE)	(mm/dd/ccyy)
SHIP DATE	(mm/dd/ccyy)
INVOICE DATE	(mm/dd/ccyy)
INVOICE NUMBER	Vendor assigned Invoice Number
PRODUCT NUMBER	Product number of purchased product
PRODUCT DESCRIPTION	Product description of purchased product
UNSPSC	Commodity-level code based on UNSPSC code rules (8 Digits)
LIST PRICE/MSRP/CATALOG PRICE	List Price - US Currency (\$99999.999) [determined by industrial practice for each contract - uniform for each contract]
NASPO ValuePoint PRICE	NASPO ValuePoint Price- US Currency (\$99999.999)

ATTACHMENT #7

Key for Fields in Report Template (Cont.)

Field Name	Field Description
QUANTITY	Quantity Invoiced (99999.999)
TOTAL PRICE	Extended Price (unit price multiplied by the quantity invoiced) - US Currency (\$999999999.999)
NASPO ValuePoint ADMIN FEE	Administrative Fee based on Total Price - US Currency (\$999999.999)
VAR/Reseller/Distributor	If a VAR/Reseller/Distributor, name of VAR/Reseller/Distributor and state where located
Energy Star Compliant	Yes = 1 No = 2 Energy Star Does not Apply = 0
Optional	More information

See the separate **Attachment 7 – Detailed Sales Reporting Template** for the report layout in Excel format.

ATTACHMENT #8

(Example of an Approved Distributor Agreement)

APPROVED DISTRIBUTOR (DEALER) AGREEMENT – [Name of State]

FOR TIRE RELATED SERVICES – RFP1118005083

NASPO ValuePoint Contract Number: _____

The State of _____ (State) has entered into a contract with **(Company Name)** _____ to provide tires and services to the State and political subdivisions within the State resulting from State of Iowa Request for Proposal 1118005083. Specific independent Approved Distributors will be authorized by **(Manufacturer's name)** _____ to provide tires and tire related services related to purchasing the tires (mounting tires, rotating tires, etc.). ("Distributor(s)" herein includes **(Manufacturer's name)** _____ approved distributors).

This Distributor Agreement will identify the responsibilities of the authorized Dealer for the services provided by the Dealer. Dealers will need to sign the Approved Distributor Agreement before the Dealer will be authorized to provide services to the State of _____. This Agreement will be effective on the last signature date below.

The authorized Dealer agrees to the following:

1. PROFESSIONAL SERVICES

Dealer warrants that all services shall be performed in a professional and workmanlike manner consistent with standard industry practice; and in accordance with any approved Statement of Work, if applicable. Dealer agrees to abide by all applicable laws, regulations, and industry standards when performing services for the State.

2. INSURANCE REQUIREMENTS

The Dealer will agree to carry all insurance which may be required by federal and state laws, state and city ordinances, charters, regulations, and codes. The Dealer certifies that it has now and will continue to have in full force and effect the following certificates of insurance. Copies of the insurance certificates shall be provided to the State within ten (10) days upon request. All Insurance shall be issued by an insurance company authorized by the Insurance Department to transact business in the State of _____. No policy shall expire, be canceled or materially changed to effect coverage available to the State without thirty (30) days written notice to the State.

- a. **Liability insurance:** a certificate of insurance evidencing insurance coverage for general liability including contractual liability, written on a comprehensive form with coverage for personal injury and a limit of liability of not less than \$1,000,000 per occurrence for bodily injury, property damage and personal injury; and, \$2,000,000 general aggregate.

- b. **Worker's compensation and employer's liability:** a certificate of insurance evidencing Dealer is complying with any applicable State Workers Compensation or Employers Liability Insurance requirements.

- c. **Garage liability including Garage Keepers Legal Liability:** a certificate evidencing coverage with a minimum limit of \$100,000 and to include loss of use of state operated vehicle(s).

3. HOLD HARMLESS

The Dealer shall release, protect, indemnify and hold the State and its officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney’s fees for any or all injuries to persons, property or claims arising from acts or omissions of the Dealer, its employees or subcontractors or volunteers.

4. CONTRACT WITH _____ (Manufacturer’s Name)

The Dealer agrees to abide by the terms and conditions of the Contract between _____ (Manufacturer’s Name) and the State of _____ (Name of State) resulting from State of Iowa Request for Proposal 1118005083.

IN WITNESS WHEREOF, the authorized representatives of the parties sign and agree to the terms of this Agreement.

Approved Distributor (DEALER)

Signature Date

Name and Title of Signer
(Type or Print)

DEALER INFORMATION

Legal Status: Corporation Partnership Sole Proprietor

Dealer Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

Contact Name: _____

Email Address: _____

Federal Tax ID #: _____



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 Scope 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.

2. Definitions

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

Contractor means the person or entity delivering Products or performing services 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).

Master Agreement means the underlying agreement executed by and between 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 means a bilateral agreement executed by a Contractor and a Participating Entity 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, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

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. Purchasing Entities shall have the rights extended to “User Entities” under the RFP.

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

- a. The term of this Master Agreement is for five (5) years. This Master Agreement has no renewal periods.
- 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.

4. 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.

5. 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 Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.
- 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 Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. 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 Addenda 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; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO

ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarket Center; 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.
- g. Resale. "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.

6. 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 and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with 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.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, 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; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) 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 Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in **Attachment 7**.
- 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.

8. 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 28, 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 Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after 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 28 or to terminate for default pursuant to section 30.
- 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-party contracts or agreements that may affect the promotion of this Master Agreements 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.

9. NASPO ValuePoint eMarket Center

- a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.
- b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.

- c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.
- d. If a catalog-hosted on or integration of a punchout site with eMarket Center is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

10. 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.

11. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial one-year period of the Master Agreement. Following the initial one-year period of the Master Agreement, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least sixty (60) 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.

12. 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

13. 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 complete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement

Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

- 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 services or 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 per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
 - (6) A ceiling amount of the order for services being ordered; and
 - (7) 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.

14. Shipping and Delivery

- a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. In accordance with section 5.1.4 of the RFP, orders to different agencies of a Purchasing Entity shall be shipped with no additional fees or freight charges added. Responsibility and liability for loss or damage shall remain the Contractor's until final

inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.

- b. 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. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.
- c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

15. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

16. 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 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 put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.
- d. The warranty period shall begin upon Acceptance.

17. 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 30 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. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

18. Warranty - INTENTIONALLY OMITTED

See section 5.1.6 of the Solicitation/RFP.

19. 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.

20. 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

21. 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.

22. 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.

23. 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 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 23. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

24. Public Information

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

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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 of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

31. 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.

32. 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.

33. 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.

34. 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 Amendment 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 Amendment to the Constitution of the United States.

35. 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.

36. 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.

37. Contract Provisions for Orders Utilizing Federal Funds

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

38. 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.

39. Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the Contract Declarations & Execution Page(s) at the address specified on the forms. Each such notice shall be deemed to have been provided:

39.1 At the time it is actually received; or,

39.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

eMarket Center Appendix

- a. This Appendix applies whenever a catalog hosted by or integration of a punchout site with eMarket Center is required by the solicitation or either solution is proposed by a Contractor and accepted by the Lead State.
- b. **Supplier's Interface with the eMarket Center.** There is no cost charged by JAGGAER to the Contractor for loading a hosted catalog or integrating a punchout site.
- c. At a minimum, the Contractor agrees to the following:
 - (1) **Implementation Timeline:** NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and JAGGAER to set up an enablement schedule, at which time JAGGAER's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.
 - (2) NASPO ValuePoint and JAGGAER will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).**

- (a) **Hosted Catalog.** By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to JAGGAER, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data 60 days prior to the Contract renewal date to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.
 - (b) **Punch-Out Catalog.** By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update annually to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.
- d. **Revising Pricing and Product Offerings:** Any revisions to product/service offerings (new products, altered SKUs, new pricing etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per year. The following conditions apply with respect to hosted catalogs:
 - (1) Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the 1st day of the following month (i.e. file received on 3/01/20 would be effective in the eMarket Center on 4/01/20). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 3/15/20 would be effect in the eMarket Center on 5/01/20).
 - (2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.
- e. **Supplier Network Requirements:** Contractor shall join the JAGGAER Supplier Network (SQSN) and shall use JAGGAER's Supplier Portal to import the Contractor's catalog and pricing, into the JAGGAER system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the JAGGAER Supplier Network Services team at 800-233-1121.
- f. **Minimum Requirements:** Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:
 - (1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

- (2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract; and
 - (3) The Catalog must include a Lead State contract identification number; and
 - (4) The Catalog must include detailed product line item descriptions; and
 - (5) The Catalog must include pictures when possible; and
 - (6) The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.
- g. **Order Acceptance Requirements:** Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.
- h. **UNSPSC Requirements:** Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by JAGGAER for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity.
- i. **Applicability:** Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.
- j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.
- k. Several NASPO ValuePoint Participating Entities currently maintain separate JAGGAER eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate JAGGAER catalogs.

(August 2017)

ATTACHMENT B
STATE OF IOWA PARTICIPATING ADDENDUM

PARTICIPATING ADDENDUM
[hereinafter "Addendum"]

NASPO VALUEPOINT
Tires, Tubes and Services
Master Agreement # [number]
Between
[Vendor Name]
[hereinafter "Contractor"]
And
State of Iowa
[hereinafter "Participating State"]
State Contract Number: MA [number]

1. Scope

This Addendum covers the NASPO ValuePoint (Tires, Tubes and Services) Master Agreement lead by the State of Iowa for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

2. Changes

The following terms and conditions will be added to the Addendum for the Participating State:

- A. Without affecting the approved product prices or discounts specified in the NASPO ValuePoint Master Agreement, the Contractor shall provide the state of Iowa with a 1.00% rebate on all sales made within the state of Iowa against this Agreement. The rebate is to be paid quarterly to: CFO - Central Procurement Bureau, Iowa Department of Administrative Services, Central Procurement Bureau, Floor 3, 1305 E. Walnut, Des Moines, IA 50319-0105
- B. The Contractor shall provide an electronic detailed quarterly report on all sales made against this Agreement within the State of Iowa to the State's primary contact below. The report file format shall be Microsoft Excel compatible format. The report shall include the date of sale, customer name, address, product description, quantity, invoice number, unit and extended invoice prices.
- C. Contractor's stated prices shall be discounted using the discounts and price lists approved and agreed to with NASPO ValuePoint under the Master Agreement. The stated discounts are considered to be the minimum discount offered. Contractor may offer, within written quotes, a higher discount than the approved minimum discount for volume purchases or for competitive reasons.
- D. Contractor accepts the State of Iowa General Terms and Conditions for Services and Goods which supercede NASPO ValuePoint's Master Agreement Terms and Conditions. The State of Iowa General Terms and Conditions for Services are located at:
<https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf>.

The State of Iowa General Terms and Conditions for Goods are located at:
<https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20goods.pdf>

3. Primary Contact

The primary Participating State contact individual for this Addendum is as follows:

Name: Nancy Wheelock
Participating Entity: Department of Administrative Services – Central Procurement Bureau
Address: 1305 E. Walnut Street, Hoover Building, Floor 3
City, State: Des Moines, IA 50319-0105
Telephone: 515-725-2268
Fax: 515-725-0038
E-mail: nancy.wheelock@iowa.gov

4. Subcontractors

No subcontractor(s) are authorized to perform services.

5. Authorized Point-of-Sale

See the list of Approved Distributors who are authorized to supply tires and tubes and perform services under the NASPO ValuePoint Master Agreement for the State of Iowa.

This Addendum and the associated Master Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS HEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Government Entity:

Contractor:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____