

SW300 AED QUESTIONS AND ANSWERS

QUESTION 1: Please define the expectation of incorporating the CPO's permission into a promotional plan in Section 4.5 (b) "Promotion of the NASPO ValuePoint Master Agreement": *Knowing that state procurement officials (CPO) must permit use of the Master Agreement in their state, how will you integrate the CPO's permission into your plan for promoting the agreement?*" Contractors would need to understand what level of participation they can and cannot promote, i.e. state entities are required to purchase under this agreement, what are the benefits to the state entity for purchasing under this agreement within the procurement guidelines of the governing state or should the comments be limited to the value of the Contractor's offer?

ANSWER 1: If a state has chosen not to execute a Participating Addendum, participating entities within the state must ensure the CPO in their state does not object to the entity signing their own participating addendum. Contractors need to understand this requirement before they executing PAs with participating entities other than the state. NASPO ValuePoint will explain the processes regarding Participating Addendum execution after award of the Master Agreement by the Lead State.

QUESTION 2: Please explain the intent of Section 4.5 (c) "Promotion of the NASPO ValuePoint Master Agreement": *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 your method of promoting agreements of this nature, how would you clarify any questions regarding the scope of the agreement with respect to any potential order?*
a. *Specifically define performance and scope.*

ANSWER 2: The intent of the question is to ensure that Suppliers understand the scope of the agreement and will accurately convey the scope to users.

QUESTION 3: NASPO ValuePoint terms Section 6 (a) (pdf page 26) – defines reporting requirement for Administrative Fees (0.25%) as being due sixty (60) days following the end of the quarter. Immediately below this section, in Section 7 (a) (pdf page 27) the Summary Sales Data clause requests the same report type and data to be submitted thirty (30) days from the end of the calendar quarter. Is there a possibility to harmonize these due dates?

ANSWER 3: The volume sales reports are due 30 days after the end of the quarter, with an additional 30 days provided for remittance of the Administrative Fees. These deadlines cannot be changed.

QUESTION 4: NASPO ValuePoint terms Section 7(b) "Detailed Sales Data". The level of detail that requires a Contractor to determine if the customer was a local entity government, K12, non-profit is not likely data that is available from a Customer's PO or critical order data that is entered into a Contractor's order entry system. The sold to name, address, state etc. would be the readily available details the Contractor could supply. Is there any possibility to remove the subjective identification of the customer – i.e. entity government, K12, non-profit etc. and limit the reporting data standards to common order entry details – customer name, ship to, order date, products, price etc.?

ANSWER 4: This information must be reported to be in compliance with State and Federal reporting requirements. We are unable to limit the reporting as requested.

QUESTION 5: NASPO ValuePoint terms Section 14 (b) “Shipping and Delivery”. The products under this bid are typically shipped via common carrier where delivery takes place at a loading dock or lobby but not “inside”. This requirement doesn’t seem to fit with the common delivery of the products herein. Can this term be modified to accommodate how these products are actually delivered?

ANSWER 5: Section 14(b) indicates all deliveries will be “inside deliveries” as designated by a Purchasing Entity. A purchasing entity may opt to receive shipments through a loading dock or lobby.

QUESTION 6: NASPO ValuePoint terms Section 16 (d) “Inspection and Acceptance”. There is no language in this term or in part 16 (e) that states how the Contractor is notified of a Purchasing Entity’s acceptance. Could this term be deleted and acceptance and any acceptance notification be part of a negotiated Participating Addendum? As a general statement of acceptance, could acceptance be upon delivery of the product where the warranty would then cover any product failures?

ANSWER 6: The warranty begins immediately upon the end of the acceptance testing period.

QUESTION 7: NASPO ValuePoint terms Section 28 “Cancellation”. There are two dates governing cancellation of the contract. The Master Agreement can be cancelled with 60 day written notice while the Participating Entities can cancel with 30 day written notice. Can the cancellation notice periods be harmonized to 60 days for both the Master Agreement and the Participating Entity?

ANSWER 7: The dates provided are to ensure that the contract is in compliance with participating entities’ statutes and regulations.

QUESTION 8: I am requesting any quantity purchasing history from previous Contract(s), do you have the quantity purchased?

ANSWER 8: Attachment G contains all available information.

QUESTION 9: I noticed that the Attachment G, “Anticipated Usage” and “Historic Usage” tabs have numbers entered on both worksheets. Is this spreadsheet completed with this information or is this information just a sample of how/what we’ll need to provide to NASPO?

ANSWER 9: Attachment G is for informational purposes and contains previous contract usage numbers. Reporting will be done using the template found in Attachment F.

QUESTION 10: Regarding the list of authorized dealers requested, will the list of dealers supplied automatically be incorporated into a contract, if awarded?

ANSWER 10: Participating entities have the option to limit the dealers that supply their State or organization under the contract. Unless specified in the participating addendum, all authorized dealers are accessible by participating entities.

QUESTION 11: Is there an ability to authorize specific dealers for specific states to ensure that participating states receive local coverage?

ANSWER 11: Yes. If a dealer has limited coverage, it should be notated in the response on Attachment E – Revision 1 in the designated field.

QUESTION 12: On page 4 of Attachment A, Administrative Fees, letter a, it is indicated that “Contractor shall pay to NASPO an 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”. But on page 2 of Attachment H, Administrative Fees, item number 3 says: “For Oklahoma-based Purchasing Entities, the State of Oklahoma assesses an administrative fee in the sum of one percent (1%) on all net sales transacted by any Purchasing Entity under the Participating Addendum (the “Oklahoma Admin Fee”). Could you please provide clarification as to these two different percentages requirements?

ANSWER 12: Some participating entities, such as the Lead State, have administrative fees specific to their state. Such administrative fees will be addressed in participating addenda, will be remitted to the participating entity and will only be calculated based on the usage from within that participating entity.

QUESTION 13: I noticed that the Attachment G, “Anticipated Usage” and “Historic Usage” tabs have numbers entered on both worksheets. Is this spreadsheet completed with this information or is this information just a sample of how/what we will need to provide to NASPO?

ANSWER 13: See Question # 9.