



Date of Issuance: 05/01/2023

Solicitation No. OK-MA-818-23

Requisition No. _____

Amendment No. 2

Hour and date specified for receipt of offers is changed: No Yes, to: _____ CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

Sign and return a copy of this amendment with the solicitation response being submitted; or,

If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date in the subject line of the email.

ISSUED FROM:

Lisa Bradley
Contracting Officer

405-522-4480
Phone Number

Lisa.Bradley@omes.ok.gov
E-Mail Address

RETURN TO: OMESCPeBID@omes.ok.gov

Description of Amendment:

a. This is to incorporate the following:

Answers to Questions:

General Questions

1) If the answers to questions need additional clarification, will the vendors be given an opportunity to ask follow-up questions?
No. We are working on having the new awards in place prior to expiration of the existing agreements and do not anticipate changing the original closing date.

2) Do we need to notify the state of Oklahoma of our intent to bid on the Professions Tools Solicitation # OK-MA-818-23 or is sending the response before May 18th sufficient?
No, an intent to bid is not required. Sending your proposal by the May 18 submission deadline is sufficient.

3) Is there a pre-bid meeting for those interested or is the Solicitation detail on the Oklahoma OMES website all that is needed?
No. A pre-bid conference has not been planned.

4) Are the responses to the bid to be sent back to OMESCPeBID@omes.ok.gov? How should the Subject line read for the email "Response for Solicitation # OK-MA-818-23" of something else? Does the bid need to be submitted at one time or can we send in sections as they are completed with everything being sent by May 18, 2023 (for example Attachment G, H and Amendment 1 are completed and sent in, then Attachment K and L are sent in when completed, etc.)?

Yes. All responses shall be submitted via email solely to OMESCPeBID@omes.ok.gov

Please note that it is possible a Bidder's email system may have limitations on the size of outgoing email attachments and plan accordingly for the entire Bid to be received by the Bid Response Due Date and Time. A Bid emailed directly to or cc'd to the Contracting Officer will not be reviewed by the Contracting Officer. The subject line of the email Bid shall contain the following: Attention: [insert Contracting Officer name]; Solicitation Number and Bid Response Due Date and Time.

Multiple emails with supplier's response may be submitted due to size limitations and must follow instructions above for subject line identification.

5) In the RFP Overview in the second paragraph under "About NASPO ValuePoint", federally recognized tribes and non-profits are mentioned. Can these entities sign Participating Addendums (PA) and be part of a NASPO Professional Tools contract?

This will vary due to individual State requirements.

Attachment A

1) In Attachment A. IV D 4 it mentions "...all costs must be inclusive of all fees and charges, including but not limited to fee or charges for shipping, delivery, credit card payments, or personnel...". And on Attachment B III 11 on Freight/shipping/set-up fees appears to state delivery freight from the supplier/vendor can be charged and listed as a separate line on the invoice. Is attachment A talking about the shipping and freight to the supplier/vendor (it is their responsibility and is included in the cost of the product to the end-user and not a separate line item) and Attachment B is for the freight/shipping from the supplier/vendor to the government end-user and this freight can be charged to the end-user government customer?

Attachment A. 4. Offeror's proposed costs must be inclusive of all fees and charges, including but not limited to fees or charges for shipping, delivery, credit card payments, or personnel. All costs proposed by Offeror must also be inclusive of the NASPO ValuePoint administrative fee.

Attachment B. 11. Freight/Shipping/Set-up Fees

A. Freight from the factory to the distributor is the responsibility of the Supplier. Freight from the distributor to the customer is an allowable charge.

B. Delivery is to be FOB Destination (of ordering entity) freight collect

C. Any Freight, shipping and handling costs and set-up fees paid by the ordering entity are to be annotated on the quote/invoice as a separate line item.

Attachment B. III. 11. Has been amended to read:

Any freight, shipping and handling cost in excess of oversized limits of shipper, normally 150 pounds, and additional set-up fees are to be annotated on the quote/invoice as a separate line item.

2) Attachment A VI B mentions "Potential Participation by Canadian Entities". How would that work in terms of pricing with the difference in the exchange rate for the US and Canadian dollar? Would sales be reported in the same manner for Canadian governments as for U.S states and political subdivisions? Would sales be reported in Canadian dollars or converted to U.S. dollars?

Pricing conversion should be addressed in the Participating Addendum if applicable. Responses shall be prepared in US dollars. Reported usage and sales would also be reported in US dollar format.

3) Attachment A, RFP Terms and Conditions Section IV, D, Cost Proposal, number 5, second sentence reads:

"Unless otherwise negotiated by the Participating Entity, Contractor may adjust the Master Agreement pricing incorporated into the Participating Entity's Participating Addendum by an amount not to exceed the Participating Entity's fee."

This conflicts with Attachment D, Sample Master Agreement Terms and Conditions, Section V, 5.2.2, third sentence which reads:

“Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state.”

Which Attachment is correct, and will there be an Addendum issued to correct the incorrect Attachment?

Both attachments state unless agreed in writing or by negotiation, this should be addressed at the Participating Addendum level.

Attachment B

1) Attachment B III 10 Repair facilities. If the vendors repair facilities are part of the Vendor’s company (i.e., Vendor employees in Vendor facilities) do the locations have to be listed on a Supplier’s dealer network?

Certain states require the dealer network to be listed in order for direct payments.

2) Attachment B III 2 A. Insurance lists the CGL “...with a limit not less than \$5 million per occurrence...” but Attachment D XIII 13.3.1 Insurance lists CGL “...with a limit of not less than \$1 million per occurrence and a \$2 million general aggregate...”. Is the higher limit of \$5 million per occurrence what should be requested for COI for the lead state?

The Lead State has the insurance requirement at \$5 million per occurrence. To ensure all state’s requirements are met, please reference the \$5 million insurance requirement. There may be additional insurance requirements based on individual state regulations.

3) Attachment B III 3 C Trade-in allowances. If a Vendor/Supplier has an established/published trade-in policy/process can this be used for those Purchasing entities that are allowed to trade-in equipment?

It is preferred that the trade in allowance be deducted from the current price prior to the discount being applied. Please provide your trade in policy with your response.

4) In Attachment B III 12 Delivery it states, “All equipment shall be delivered new, unused...”. We offer our commercial customers an opportunity to buy demonstration tools at a significant savings and a full manufacturer’s warranty. If these are clearly identified can this savings be offered to contract customers?

Yes, but pricing response should reference new equipment.

5) Note – in Attachment B III number “7” appears to be missing.

Correct. #7 was mistakenly omitted.

6) Question around the Statement of Work, Section 13, Price adjustments.

Please clarify the language in this Section.

The first sentence states the contract net price is based on the most current Supplier’s retail price at time of order, and the second sentence states the provided catalog is to be updated annually with documentation provided. Since many Suppliers have more than one retail price adjustment per year, is this Section restricting Suppliers to annual price adjustments or, per the first sentence, is the net pricing based on Supplier’s current retail price at time of order?

Please note your scheduled catalog changes if your policy exceeds annual catalog updates. It is desired to have current MSRP prices available for end users.

Attachment C

Stage 4 - Will the State consider amending the RFP to allow for alternative pricing structures focusing on the lowest actual cost for the requested goods? This would maximize competition and ensure the State is receiving the lowest price by providing an option for purchasers (in addition to traditional, fixed-price awardees) to make a selection based on their best-value determination at the time of purchase.

No. The pricing structure is intended to allow for market adjustments. End Users will compare among the awards for the best product at the best price at the time of purchase.

Stage 4 Will the State consider amending the RFP to allow suppliers to offer dynamic pricing to demonstrate their value and compete for the State's business?

The state needs to evaluate all responses the same-the market basket and pricing template provided puts all respondents on the same format.

Stage 4 – The current evaluation methodology places a greater emphasis on the percentage of discount an offeror proposes from list price than on the actual price the State ultimately pays for the goods To ensure the State is receiving the lowest price and maximizing their use of taxpayer dollars, will the State consider adjusting the evaluation methodology to allow up to 300 points for actual costs (provided for market basket items) and 50 points for discounts from “list” to shift the focus to actual costs and ensure the State is receiving the lowest cost?

We will not be changing the evaluation criteria. The end users will make the determination for the best price at the time of purchase, considering all awards available as well as the awardees' complete catalog offered rather than just those items listed in the market basket.

Attachment D

1) Attachment D IV 4.7 Prohibition on Resale. There is this statement “...this limitation does not prohibit payments by employees of a Purchasing Entity for Products...”. This seems to imply that employees of a Purchasing Entity (employees of a state government or political sub-division) would be eligible to personally purchase contract products if that entity has signed a PA or participates in a state that has a PA? Would this vary by state depending on their procurement rules? Would the vendor need to develop a method for processing employee transactions and have a record for warranty purposes? Follow-up on this question submitted earlier – Would sales to government employees also include the prohibition to resell?

This contract does not require the suppliers to sell contract pricing items to government employees. The section in reference specifies that the end user cannot resell items purchased.

2) Attachment D VI 6.2 Payment – confirming that this is stating a vendor would agree to accept a purchasing card (credit card) at the time of the transaction or would invoice and receive payment net 30 by check or ACH but not that an invoice would be paid net 30 with a P-card /credit card.

Payment terms are usually addressed in the individual Participating Addendum

3) Section VI.6.1 How will states ensure the appropriate discount from “list” when the “list” price for specific products within a category is unknown?

Please reference Section III 1. M. Price Verification.

4) Attachment D V 5.3.4 Sales Data Crosswalks. This is a new term that our organization is not familiar with. Can an example be provided so we can ensure we are able to meet this obligation?

As stated, upon request and required format will be provided at that time.

5) Attachment D V 5.4.5 Most Favored Customer. Is this clause limited to any other government contracts or is this also referring to any commercial contracts?

This is in reference to any other contracts which may affect pricing and promotion of the NASPO ValuePoint agreement.

6) Attachment VI 6.1.1 All price to be held for initial year and 6.1.2 states “Following the initial year of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least ninety (90) days prior to the effective date.” Does this mean that a price adjustment for the second year would need to be submitted at the ninth month to provide 90 day90-day notice for adjustment at the one year one-year mark? Does “an equal guarantee period” mean that pricing for the second, third, fourth years would also be for one year – with no mid-year adjustments or corrections for the cost of products similar to what has happened in the last to-three years?

Request that a 90-day notice of price increases be received to allow time for market analysis and whether the price increase will be accepted or denied. This is suggested language, Attachment J is provided to list suggested modifications to all items listed in Attachment D.

7) Attachment D VI 6.3 Leasing or alternate financing methods. Does allow a vendor to lease products, if the Purchasing Entities procurement rules allow, with the understanding that the price for a lease will not directly correlate to the price for a purchase? Typically, customers who lease will also agree to different terms for leasing products – will this be a separate issue negotiated by the vendor and the purchasing entity?

Yes, however this clause does not usually apply to the Statement of Work for Professional Grade Tools.

8) Attachment D VIII 8.2 Minimum shipping. Does this mean that a minimum shipping must be stated in the bid paperwork and must show up as a separate item/line on an invoice (prepaid and add)? And, if there is a minimum, there may be higher freight charges for larger orders – is that a correct follow through thought?

Any order or shipping minimums must be listed in response. Attachment J is provided to list any suggested modifications

Attachment H

1) Attachment H – in the vendor response areas is the cell able to handle a large response or is there a limit to number of characters allowed for a response and additional attachments will be needed to respond?

Most data fields are expandable. You may use additional sheets if needed and identified as Attachment H additional information.

2) On attachment H – IB it asks for the vendor to confirm they can cover all 50 states. If we cannot cover a specific state or territories (such as Puerto Rico or Guam) would we call it out here? Would not distributing in one state cause a vendor to fail?

Question states the capacity to provide to all 50 states. Additional comments can be added in Section F. 1.

Attachment I

1) Attachment I instruction #5 “Offeror’s cost must be inclusive of all fees and charges, including but not limited to fees or charges for shipping, delivery, credit card payments, or personnel.” Does “shipping and delivery” in this instruction refer to the cost of getting the product to the vendor and not the freight cost of shipping the product from the vendor to the end user government customer which would be listed as a separate line on the invoice?

We are asking for the full delivery price to the end user. As mentioned above, shipping for Professional Grade Tools usually falls within the 150-pound shipping range.

2) Attachment I Discount tab point #3 – how does this section on value added features and the tabs on Value-add tools and Value add Diagnostic differ from Attachment L Value added Plan?

The value-add plan describes special features your company can provide. Value Add items in Attachment I are tied to products which your company can offer which may have been excluded or omitted from the original scope and/or marketbasket. Reference Statement of Work, Section 17.

3) Attachment I Market Basket tab Category 1 Professional tools. We complete the lines for the products we supply/distribute – how should we notate the lines we do not distribute – leave blank or mark N/A?

N/A would be preferred.

4) Attachment I Market Basket tab Category 2 Diagnostic equipment. If our diagnostic equipment is not listed on the market basket, can it be added at the bottom or would discount tab cover those products?

These items should be included in the Value-Add tab.

The closing date remains May 18, 2023 3:00 PM Central Time

b. All other terms and conditions remain unchanged.

Supplier Company Name (**PRINT**)

Date

Authorized Representative Name (**PRINT**) Title

Authorized Representative Signature