

MN WSCA-NASPO COMPUTER EQUIPMENT
ANSWERS TO QUESTIONS

	PAGE	SECTION	QUESTION	ANSWER
1	4	1	With the existing WSCA Computer contract expiring on 8/31/2014, will the new contract start date be 9/1/2014, or sooner based on the successful negotiations with the manufacturers?	It is anticipated Master Agreements will be awarded prior to 9/1/2014, to allow States time to execute Participating Addendums by 9/1/2014.
2	4	1	How are NASPO, WSCA, and the WSCA-NASPO Cooperative Purchasing Organization, LLC related to one another legally and functionally?	The WSCA-NASPO Cooperative Purchasing Organization, LLC is the subsidiary entity of The National Association of State Procurement Officials (NASPO) The LLC's main function is to manage NASPO's national cooperative purchasing program. The Western States Contracting Alliance (WSCA) previously served as the primary cooperative purchasing arm of NASPO and encouraged, fostered, and guided participating members to work collaboratively in an effort to create true procurement cooperatives. WSCA was sun-setted on December 31, 2012 when the WSCA-NASPO Cooperative Purchasing Organization, LLC became effective on January 1, 2013.
3	4	1	Upon award, with whom is a vendor contracting?	The Master Agreement will be executed with the State of Minnesota. Once fully executed, participating addendums may be executed at the option of each State and/or allowable participating entities.
4	4	1	Please verify that one of the requirements for a Manufacturer to respond to the WSCA RFP is that they must be a manufacturer of one of the products listed in Bands 1-6.	Responders must be a manufacturer of products listed in Bands 1-6.
5	4	1	I found this on the state of LA Office of State Purchasing website. I attended the webinar yesterday and have read over the RFP. I notice this is a general RFP for all participating states of WSCA. If we respond to this, are we responding for the state of LA, or to all states?	This is a WSCA-NASPO Cooperative Contract led by the State of Minnesota. All States, at their option, may participate in the contract via a Participating addendum once a Master Agreement is established with the State of Minnesota. Responders may limit the offering to a single State and must indicate this in Section 3A14.
6	4	1	The content provided in Section 1 seems to be informational only. Does WSAC/NASPO wish for us to include this section in our response?	Responders should acknowledge they have read, understand and comply to these Sections.
7	4	1	Can Qualified Authorized resellers offer bids for this?	No. Responders must be a manufacturer of products listed in Bands 1-6.
8	4	1	Standalone software appears to be excluded from the RFP, just like the previous RFP. However, there is important File System/Storage/Archiving SW that is available for the efficient operation of the equipment. This is separate SW and it is not required to be purchased at the time of equipment purchase (which could perhaps amount to product tying). Can this SW be sold to an entity when the entity later decides that it wants to use it on the equipment it previously purchased from us?	Software which is not directly loaded on the equipment, however relates to server and storage equipment purchased via the contract is allowed after the initial purchase. All other software must be purchased at the time of the initial purchase.
9	4	1:A	What if the manufacturer doesn't sell directly and ONLY sells through channel partners?	If a manufacturer does not sell products directly, they may receive a contract award. Participating States determine in their participating addendum if they allow sales functions to a partner. The awarded vendor must still comply with all aspects of the requirements and is to be the primary point of contact with regard to contractual matters.
10	4	1:A	In reference to Section 1 – Introduction which states: "Responders must only respond to Bands in which they manufacture the defined product." Are certified and authorized resellers of manufactured products allowed to provide a response to this RFP?	No.
11	4	1:A	Is it possible to respond to the RFP with a peripheral product only?	No. Responders must manufacture a product in one of the bands.
12	4	1:A	"Respondents must only respond to bands in which they manufacture the defined product." The manufacturer of the zero client products we sell does not sell directly. They ONLY sell their products through channel partners, such as our company. Since the manufacturer doesn't actually sell their own products, how do we go about offering them through the WSCA-NASPO contract? Is it possible for the manufacturer to write a letter confirming that they have no infrastructure in place to sell directly and authorizing our company to sell their products? There is a very high demand for these virtual desktop zero clients in the educational market and it would be a great benefit for WSCA-NASPO members to be able to purchase them at reduced prices through the Computer Equipment contract.	The manufacturer must respond to the RFP. A reseller cannot respond on behalf of a manufacturer. An authorization letter may not be provided by the manufacturer to authorize a reseller to respond on the manufacturer's behalf.
13	4	1A	What specific oversight of Participating Addendums does WSCA provide to Participating Entities upon execution of those Participating Addendums?	WSCA-NASPO will answer questions and provide any guidance requested from a Participating Entity. Since use by Participating Entities (Political Subdivisions) requires approval of the State Director of which they are located in, WSCA-NASPO will contact the State Director on behalf of the entity to seek permission and if permission is obtained, will provide direction to the Participating Entity to negotiate the PA and send a PDF of the signed executed copy back to WSCA-NASPO.

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14	4	1A	What oversight does WSCA provide for subsequent individual procurements by Participating Entities?	WSCA-NASPO does not provide oversight to Participating Entities conducting subsequent individual procurements. WSCA-NASPO only provides oversight in the Participating Addendum process by verifying if a Participating Entity is authorized to participate and desire to execute their own Participating Addendum.
15	4	1A	Does WSCA intend to include U.S. Territories as potential Participating Entities for this RFP?	Territories may participate.
16	4	1A	What criteria, both objective and qualitative, will inform the State's decision to extend any Master Agreement to its maximum possible 36-months?	The Master Agreement contract terms will begin on the date of contract execution, to 24 months after the date of contract execution, with the option to extend up to 36 months, upon agreement by both parties. Criteria to extend is determined at the time of extension.
17	4	1A	Is a Participating Addendum (PA) a subordinate agreement to the Master Agreement? If not, is it a standalone contract? If the PA is a standalone contract, is it universally based upon Minnesota law in addition to WSCA's Terms and Conditions? Alternatively, is the PA based upon a specific Participating Entity's State-level procurement laws in addition to WSCA's Terms and Conditions?	See section 2A2 for the order of precedence. These documents shall be read to be consistent and complementary. The Participating Addendum is not a standalone contract. The Participating Entity may include additional terms and conditions in the Participating Addendum based on their procurement law which are in addition to the Master Agreement Terms and Conditions.
18	4	1A	Do the Participating Addendum and Master Agreement require identical termination dates?	No. The Master Agreement dictates the term of the Master Contract and a participating entity may contract within the terms of the Master Agreement.
19		1A	In the event that any Participating Entity desires to continue its Participating Agreement with a Vendor, would that prevent the MN from terminating the Participating Addendum?	The Master Agreement is executed with the State of Minnesota. A participating entity may contract within the terms of the Master Agreement but not go beyond the contract period of the Master Agreement.
20	4	1A	The RFP states that a Participating Entity may, "modify the scope of the contract," in its Participating Addendum. Please elaborate as to the types of modification a Participating Entity may make. Presuming this clause states that a Participating Addendum may be written to modify the scope of the Master Agreement, what aspects of the Master Agreement must be kept? (Page 4, Section 1-A, Paragraph 6)	Modifications are only allowed as stated in the Master Agreement. As stated configuration limits may be raised or lowered, methods of reporting revised, additional restrictions, limits, and terms are allowed in participating addendum. Any clarifications of scope would be presented to the WSCA-Management Board and the Master Agreement Administrator by the State. A PA cannot extend beyond the Master Agreement Term.
21	5	1B	It says, "Proposers will provide an initial discount for a quantity of one unit." We can provide a different initial discount for each product type we offer, just like it is shown in the sample Product and Service Schedule E on page 122 – correct?	Yes. The categories and discounts are to be named on the discount pages provided in the Price Workbooks.
22	5	1B	Both the State's and other Participating Entities' preceding Master Agreements were awarded with a five (5) year base performance period with the possibility of two (2) or more additional performance years. Why has the base performance period in this new MA been reduced from five (5) to two (2) years?	The term of the contract remains the same. The 2009-2014 Computer Contracts were awarded for a three year term with possibility of an additional 2 years for a total of five years. Other WSCA Contracts may have different terms determined by the sourcing team for that contract.
23	5	1B	How many Master Agreements and Participating Addendums were the result of the preceding RFP [i.e., WSCA-NASPO RFP W2-1999 for Computer Equipment, Peripherals, and Related Services (2009)]?	Please review the website for current Master Agreements and Participating Addendums for the 2009-2014 contracts. http://www.mmd.admin.state.mn.us/wsca/2009-2014_contracts.asp
24	5	1B	Regarding annual, quarterly, periodic, and ad hoc reports filed by two (2) example Contract Vendors (CV-1 and CV-2, respectively) to an example Participating Entity (PE): a. What is the estimated or actual count of reports filed from 2009-2013 by a continuously active CV(CV-1) for the preceding RFP (i.e. W2-1999)? What is the estimated or actual aggregate count of report filed by CV (CV-2) for the preceding RFP (i.e. W2-1999)?	This information is not readily available. To give an estimate would be highly variable depending upon the number of participating addendums the vendor has successfully executed and the varying reporting requirements by each State.
25	5	1B	Will the State of Minnesota (the State) and/or WSCA-NASPO (WSCA) deny contract extensions in the event that a Contract Vendor (CV) declines to offer a Premium Savings Package (PSP) program of discounted configurations?	The Premium Savings Package Program is not currently a mandatory requirement. Determination for extensions are decided at the time of extension. Extensions have not been declined in the past based on the Premium Savings Package program.
26	7	1	Can WSCA-NASPO provide the annual contract sales by "band" as well as by State?	Annual contract sales are not currently readily available by Band.
27	8	1	Do peripherals include network switches?	Yes, on page 8, last paragraph states: Examples of peripherals/accessories/options: Include but are not limited to: printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, switches. Note that there is a master agreement restriction of \$5000 maximum per peripheral - see page 9.
28	8	1	Please give some more clarification regarding accessories/peripherals versus third party products. For example, in the desktop category, if a customer wants a ViewSonic monitor instead of our brand monitor with their desktop purchase, would we need to list the ViewSonic monitors as an accessory/peripheral or would we need to list View Sonic as a third party vendor whose products we would like to sell under the contract?	If a responder does not manufacture the product, it is considered a third party product. In the scenario stated the monitor would be considered a third party accessory/peripheral. It would need to be listed as a third party product and also provide pricing in the market basket and included on the proposed product and services schedule.

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29	8	4	To help us complete the cost proposal workbook properly, please clarify product classifications for server/storage/peripheral/software: we have some server/storage models and many server/storage features that may fit the RFP description of peripherals, rather than the definition of server function; however, they are usually identified as one of many optional features in server or storage configurations. (Example: optional noise reduction door on a system rack) It would be prohibitive to list/maintain them all individually for each band; shall they be classified as peripheral or part of the server or storage system? Similarly, how would software be categorized as it is stated: Software is not an "Option, Upgrade, nor Peripheral."	A responder must manufacture server/storage in order to receive an award for server/storage peripherals. The products mentioned could be classified as peripherals in the storage/server band. Software is an option that must be purchased with the related equipment. See restrictions on software for more details. Peripheral discounts could be provided in the price workbook. The specific item such as a rack could then be included in the responder's PSS. Software could be named as an additional category in the band discount if published by the responder or as in the third party minimum discount if not published by the vendor. The Lead State reserves the right to request additional pricing, if in the best interest of the state or to clarify pricing responses.
30	8	1:E	If we only manufacture a peripheral, can we bid on only the peripheral.	No. The Scope of the contract is for computer equipment.
31	8	1:E	Can third party products be offered as a peripheral even though it would qualify as an acceptable product for another band? For example, we manufacture servers specifically designed for hosting a particular line of virtual desktop zero clients that are manufactured by a third party. If we apply for a contract for Band 4 (servers) can we offer the zero clients as peripherals to our servers? The zero clients <i>could</i> be offered by the manufacturer under Band 1 (Desktops), but we know the manufacturer will not be applying to the contract because they don't sell to customers directly.	No, an item can not be listed as a peripheral in a band if it is base equipment in a different band.
32	8	1E	If we receive an award in one band, can we later add products to a different band? For example, we currently manufacture an EPEAT desktop and plan to manufacture a EPEAT server in the future. Can we submit for the desktop band at this time and later receive an award for a server once we begin manufacturing?	No.
33	8	1E	Peripherals/options include but are not limited to "storage and client applications." Does this language permit us to sell separately provided storage/file system/archiving software applications, even if not purchased at the same time as the entity's acquisition of the equipment?	Review the changes made in the RFP on page 10 to the Software restrictions. The restrictions have been revised to allow and now state: Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.
34	8	1E	Band 1: Desktop states that zero and thin clients are included in this band. This particular product can be a stand, a box or a integrated display. Where do we find the specifications for this product in the Desktop cost proposal sheets? We are only able to find Desktop, displays, printers.	The price workbook does not specify all products that a vendor can offer. The Price Workbook will be utilized to compare pricing among responders for evaluation purposes. The product and service schedule submitted may include all products offered by the responder including zero and thin clients in the desktop band.
35	8	1E	Band 2: Laptop – please advise what a mobile thin client is? Is this a netbook, chromebook, etc.?	A mobile thin client would include netbooks and chromebooks as thin clients for the web, but would also include other thin clients of a notebook configuration that are a terminal on a network.
36	8	4 & 1:E	We understand that ruggedized systems may be included in Server/Storage categories. Do you want us to list those same systems in Ruggedized as well or is within Server/Storage sufficient?	No. Responders may only respond to the Ruggedized Band if they are able to provide the market basket specifications provided in the Ruggedized Workbook. Ruggedized options for server/storage can be provided as part of the PSS when responding to the Server/Storage Bands.
37	9	1:F	Please confirm our understanding that a state/entity can increase their configuration cap to exceed the \$500k in the Master Agreement. If they do so, what is the process to add additional products that now meet this new, higher limit for that state since those products would be outside the scope of the Master Agreement. Does the vendor still fill out the same form to request the addition - stating which state has increased their PO and thus the product offering? Does this also apply to peripherals and middleware?	The Scope of the Master Agreement allows the Participating State's Chief Procurement Official to increase configuration limits in their Participating Addendum . The process to add these products for the individual State must also be defined in their Participating Addendum. The final negotiated Master PSS will only contain products within the Master Agreement Configuration and Restriction limits. The Participating Addendum with the individual State would detail how additional products will be added for their State.
38	9	3:F1	The stated dollar limit for peripherals is \$5,000. Can this dollar amount be adjusted by each participating State?	Yes. The Participating State's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum
39	10	1:G	I'm confused what the sentence "Contract Vendors can only offer third party products in the bands they have been awarded"	For example, Company X is awarded the server band. They can offer third party products related to the server band. However, they cannot offer a different band such as a desktop as a third party products if they were not awarded the desktop band.
40	10	1:G A	Regarding pre-loaded software, Servers/Storage products more and more frequently offer a electronic downloads using a license key, so that the most recent release can be obtained of commercially available or off-the-shelf products. Many customers prefer this option as some purchase the hardware in one month/quarter and the SW in a following month/quarter for budgetary reasons. Some customers have realized, after the fact, that they should have purchased SW options at the time of the HW purchase. Maintenance (updates) is also generally offered as a down load only. Are these options still available as long as the SW is related to the hardware purchase?	The Software restriction has been revised to allow providing maintenance and software as an electronic download with the purchase of equipment. The restriction to purchase software with the initial purchase of equipment remains with the exception of software related to storage and server equipment. See the revised RFP, page 10 for revised restrictions.

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41	10	1G	G. Restrictions – Pre-loaded Software. This requirement is more applicable to desktop, laptop, & tablet Bands. Band 5 Storage software solutions include preloaded software on the array itself. They also include server software and host agents, as well as related software for management and operation of the array. These are loaded and run on industry-standard servers or standard-based appliances provided by the participating entity. Restricting software on Band 5 to only preloaded software on the equipment purchased would severely limit operability, and/or make use of equipment impossible entirely. Because this requirement is not appropriate for Band 5 Storage, can it be removed?	See the revised RFP, page 10 for revised restrictions on software. The following has been added: Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.
42	10	1GA	Subsection (a), Software, says that it must be pre-loaded. Why software must be pre-loaded, as long as the storage software relates to the storage equipment procured by the states from the vendor, and as long as the software cannot be used by itself without such previously purchased storage equipment?	See the revised RFP, page 10 for revised restrictions on software. The following has been added: Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.
43	10	3B2	EPEAT. Since this does not apply to the Band 5 Storage, can an N/A be added?	The requirement notes that it only applies to applicable products.
44	11	1H	In 1.H (Definitions), the definition for Acceptance states that the Purchasing Entity will “make every effort to notify the Contractor within thirty (30) calendar days following delivery [of] non-acceptance of a Product or Service” and that the lack of notification within this timeframe deems the Product or Service to be accepted, and that acceptance testing is tied to the Contractor’s published specifications. In Section 2, Paragraph 28, it is stated that Acceptance Testing will be for 30 calendar days following installation, and that testing will be to an undefined “Standard of Performance” (i.e., not clearly tied to Contractor’s published specifications, and no provision is made for passive acceptance in the event that no notification is received by the Contractor.	See Revised RFP for revised definition and term.
45	12	1H	Middleware is included in the definitions but the word not utilized within the RFP. Is middleware considered a peripheral?	See the revised RFP, page 10 for revised restrictions on software and includes middleware. Middleware is NOT a peripheral.
46	12	1H	In 1.H (Definitions), the definition for Partner states that “a company, authorized by the Contract Vendor and approved by the Participating State”. Would we have to identify in this agreement, any companies that are currently authorized to sell our product or would any currently authorized companies be automatically considered eligible to sell against this agreement?	See Section 3C items 2 & 3 regarding contract vendor responsibility and partner utilization.
47	12	1H	Definition of “Storage” is limited to hardware only. Can we include separately provided software ?	See the revised RFP, page 10 for revised restrictions on software. The following has been added: Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.
48	13	1 & 2	In the Definitions section on Page 13, states “ <i>Contract Vendors shall provide the warranty service and maintenance for all peripherals on the Master Agreement.</i> ” However, Page 32, Section Warranty states, “ <i>For third party products sold by the Contract Vendor, the Contract Vendor will assign the manufacturer or publisher’s warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.</i> ” Please clarify whether the Contract Vendor has to provide the actual break/fix warranty services for third party products and peripherals? Or does the Contact Vendor only have to provide ways in which customers can reach third party products manufacturers for warranty service?	The Contract Vendor does not have to perform the actual break/fix services on third party products. The Contract Vendor may assign the third party manufacturer’s warranty, but is ultimately responsible and will be the first point of contact, provide maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.
49	13	1H	Can an option be purchased separately from the purchase of equipment to which it is added, or do options have to be purchased at the time of purchase of the equipment?	Options may be purchased separately from the purchase of the equipment to which it is added. For example, laptop cases would be an option that could be purchased after the initial laptops were purchased.
50	13	1H	Can separately provided software for storage equipment be considered an option?	See the revised RFP, page 10 for revised restrictions on software. The following has been added: Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.
51	13	1H	Definition of “Software”. Does this definition include software that is not preloaded? (The fact that it specifies that it includes certain software that is preloaded does not in itself exclude software that is not preloaded.)	See the revised RFP, page 10 which now states: Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment. There has also been an allowance made for software related to servers and storage and now states: Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

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52	13	Definitions	The definition states services are allowed related ONLY to the equipment and configuration of the equipment purchased through the resulting contracts. Can services be provided on products previously purchased via the WSCA2 or WSCA3 contract?	Each participating State determines restrictions and negotiates terms for services. The State may determine if services are allowed for products previously purchased via the WSCA-NASPO Computer Equipment contract.
53	13	G	This section states that vendors may offer services related only to equipment purchased through the resulting contracts. Respondent respectfully requests that services could be available for equipment that may have been purchased under another contract, but is within the scope of the contract?	No. Per the restrictions, services must be related to procurement of equipment on the contract or previous WSCA Contract if allowed in the a Participating State's Participating Addendum with limits to be addressed by each state. Specifically the following services are not allowed: Wireless, internet, cloud, managed on-site services, and managed print services.
54	13	H	The terms "consulting" and "professional services" are often used interchangeably in standard IT industry service descriptions for the support/implementation/deployment/configuration/assessment of IT equipment for a multitude of customers requesting IT services. Given that, will WSCA-NASPO allow this terminology to be accepted interchangeably on the contract?	General consulting is defined on page 12. Each State has varying laws, rules, policies, and procedures surrounding general which need adherence. Contract Vendors may offer, but participating States and entities do not have to accept, limited professional services related ONLY to the equipment and configuration of the equipment purchased through the resulting contracts. Examples of such services may include management and administration of IT systems. Minnesota Statute section 16C.08 defines general consulting for the State of Minnesota. See link: https://www.revisor.mn.gov/statutes/?id=16C.08as
55	15	Section 2.A, 2.B, 2.C	In the RFP Draft it was noted that current terms and conditions for the 2009-2014 Master Price Agreement would be accepted. If those terms in the current master are representative of terms relevant to availability of these requested commercially available manufacturer products and services than for certain elements within Section 2.A, 2.B and 2.C, can a Respondent note these exceptions in the exception form and highlight that these are current terms without risk of being disqualified or impacting evaluation points?	It was NOT noted in the RFP Draft that current vendors terms and condition in the 2009-2014 Master Price Agreement would be accepted. Section 2 of the 2014-2019 proposal includes all Terms which apply to the procurement. Previous terms do not apply to this procurement. Any exceptions to terms must be noted in the response utilizing the Exception form. Per the evaluation instructions, Responders who accept all terms receive full points. As indicated in the RFP, points will be awarded based on the level of acceptance of the State's terms and conditions as specified in this RFP. Acceptance of all terms and conditions will result in the award of the maximum points available. Responders should note that the State reserves the right to pursue negotiations on any exception taken. In the event that negotiated terms cannot be reached, the State reserves the right to reject the proposal. Responders should also note that the awarding of points does not automatically mean that the State has accepted the Responder's proposed language.
56	16	2	Is there a preference where to place the signed Addenda within the proposal?	Addendums may be included in the forms section, however, there is no preference. Clearly mark and tab.
57	16	2A	Section 1 says that any suggestions for alternate language shall be presented, and Section 13 (page 18) says that exceptions that materially deviate from the RFP may be rejected. Are we allowed to propose the language from our current contract which was accepted by the State in 2009, without fear of the alternate language being judged "materially deviating" from the current RFP?	The assumption shall not be made that a previous Contract Vendor's negotiated terms will be accepted in this solicitation. As indicated in the RFP, points will be awarded based on the level of acceptance of the State's terms and conditions as specified in this RFP. Acceptance of all terms and conditions will result in the award of the maximum points available. Responders should note that the State reserves the right to pursue negotiations on any exception taken. In the event that negotiated terms cannot be reached, the State reserves the right to reject the proposal. Responders should also note that the awarding of points does not automatically mean that the State has accepted the Responder's proposed language.
58	17	2: A10	Is it possible to get the document in word format?	Yes. A link to the word document is provided on Page 17, Section 2A: Item 10
59	18	2	Will hyperlinks be acceptable to provide additional details for a response or link to VPATs in order to reduce proposal size?	No. VPATS are only required upon request for products. The VPAT form requested in the RFP is to be completed in relation to the website that will be offered.
60	18	2A16	Can you please provide a list of the point of contacts in attendance at the webinar.	Click here for the Attendee List
61	18	2A17	Do all 4 hardcopies get delivered to the State of MN address?	Yes. See Page 18 Section 2:A17 Proposal Preparation for details on how to submit the proposal. The response to this Request for Proposal (RFP) must be returned sealed with the cost proposal separated from the narrative response. All originals, copies and electronic files are to be submitted to: MN WSCA-NASPO COMPUTER SOLICITATION 50 Sherburne Avenue 112 Administration Bldg. St. Paul, MN 55155
62	18	2A17	Please confirm that if an offeror is bidding in more than one band, that a single submission covering all bands proposed is expected vs. a separate proposal submission for each band.	A single narrative submission is allowed for all bands. Clearly identify which bands are being responded to in Section 3A1.
63	19	2A17	The comment not to include unnecessary binders yet the request to clearly tab and mark each section is confusing. We are planning to provide two binders: one for the Master Proposal and the second for the Cost Proposal (sealed separately). Each will incorporate section tabs. Will this be considered acceptable?	Yes.
64	19	2A17	The RFP states "do not include unnecessary binders." Does this mean you do not want the submission in binders at all? If so, how would you prefer the proposals be bound? Or would you prefer them unbound?	The State asks responders to be mindful of the expense and environmental impact of submitting proposals. Binders, bounded or unbounded proposals are acceptable, however, please limit their use.
65	19	2A17	Vendor is instructed not to use "unnecessary binders." Does this mean Vendor should not use any binders, or just limit their use?	The State asks responders to be mindful of the expense and environmental impact of submitting proposals. Binders, bounded or unbounded proposals are acceptable, however, please limit their use.

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66	19	2A17	May the separately sealed and labeled cost proposal be shipped in the same container as the technical proposal?	Yes.
67	19	2A17	The checklist and Proposal preparation Instructions seem to offer conflicting information (empty tabs, where forms must be placed, etc) In an effort to standardize response submissions and streamline review, we respectfully request that the State provide a detailed outline of how it requires proposals to be submitted.	The Responder determines how to best present their proposal. Responses are to be prepared and presented clearly marked and tabbed. Responses are to be prepared and presented in the same sequential order as the questions are presented in this document.
68	21	2	"Service & Delivery" Does this refer to the contact information requested on page 43?	Yes.
69	21	1 & 5	Instructions ask for a tab for each section 1 - 6. Sections 1 & 5 appear to require no vendor response. Shall we simply insert a tab with no page after it or do you wish us to insert a page after the tab with words to the effect, no response required?	Sections 1 is Scope of Work. Section 5 is Evaluation. Responders may acknowledge they have read, understand and comply to these Sections by inserting a tab acknowledging they have reviewed and understand these Sections.
70	21	2A	Is the Checklist to be included in the final RFP contract because it is part of Section 2 and if so, does it need to be submitted with our response?	The checklist is for responder's reference. It may be submitted with the response.
71	22	2B	Is it correct that the Administrative Fee for the WSCA contract has doubled from the previous contract's fee? (Current contract's fee is one-twentieth on one percent – new contract says one-tenth.)	As stated in Section 2B1: The 2014-2019 WSCA-NASPO administrative fee will be 1/10th of 1%. (.1% or .001)
72	22	2B4	Assignment of Antitrust Rights: We respectfully request the following additional sentence to the end of the first paragraph: Notwithstanding the foregoing, Contractor's obligation of assignment is only to the extent the assignment is necessary for the State to overcome its State's bar on indirect purchaser actions under federal anti-trust laws for claims of overcharges. We respectfully requests the removal of the 2nd paragraph as it relates to subcontractors, in its entirety, on the basis the responder is the supplier of the products.	See the revised RFP for revisions to this term. The second paragraph has been deleted. Assignments of Antitrust Rights clauses are commonly used by state governments throughout the United States.
73	22	2B5	Is it correct that we need approval only from the WSCA Administrator – instead of from each State as under the current WSCA contract – for use of subcontractors and partners? Do we have to submit these partners as part of our Response?	The WSCA Administrator does not intend to approve partner utilizations, but reserves the right to approve. An individual State must approve all partner utilization. 2B5 addresses the assignment of the contract vs. Partner Utilization. See Section 3C2&3 regarding Contract Vendor Responsibility and Partner Utilization.
74	23	2B6	Cancellation: We respectfully request deletion of the last sentence "Cancellation of the Master Agreement due to Contract Vendor default may be immediate". The Contract Vendor should be offered a reasonable period for an opportunity to cure, as specified in Section 9 Defaults and Remedies.	See the revised RFP for revisions to this term. The last sentence now states: Cancellation of the Master Agreement due to Contract Vendor default may be immediate if defaults cannot be cured as allowed per Default and Remedies term.
75	24	2B9b	We respectfully request that the period for cure be changed from 15 calendar days to 30 calendar days.	See the revised RFP for revisions to this term. The cure period has been changed to 30 days.
76	24	2B10	Delivery: We respectfully request modification to the delivery section on the basis once the product is delivered risk of loss is no longer within Contract Vendors control.	See the revised RFP for revisions to this term.
77	24	10	Section 10, Delivery – Second last sentence in the paragraph – what is the "specified amount"?	See revised RFP.
78	24	2B10	The last two sentences of Section 10 (Delivery), starting with "Any order..." are confusing and not clear as to their meaning and intent. Please clarify?	See revised RFP term. Additional delivery charges will not be allowed for back orders.
79	25	2B14	In Paragraph 14 (Indemnification – Intellectual Property), the Contractor provides an indemnity for claims of Intellectual Property infringement. What is the definition of Intellectual Property?	Intellectual Property does not have a specific definition in this contract but is defined in the customary use.
80	25	2B14	Would WSCA consider deleting sections 1(b), 1(c) and (20), and substituting language provided by the responder.	This term has been deleted. See Section 2C17 for revised term.
81	25	2B13 & 14	Indemnification: We respectfully request modification to this section advising the general indemnification should be limited to 3rd party claims that result from Contractors negligence or willful misconduct. The Buyer has other sufficient rights specified under the contractor in the event of a Contractor non-performance	2B13 & 14 has been deleted. See Section 2C17 for revised term providing a single indemnification clause.
82	25	2B13 and 2C17	Would WSCA consider replacing paragraphs 13 and 17 with a single Indemnification clause that includes an actual limitation of liability clause as follows?	2B13 has been deleted. See Section 2C17 for revised term providing a single indemnification clause.
83	25	2B17	We respectfully request modifications to the Insurance requirement that align with the current insurance industry standards and our standard Insurance Certification.	A change will not be made to the term. Page 77, Section 5: Evaluation Process states: Points will be awarded based on the level of acceptance of the Terms and Conditions as specified in this RFP. Acceptance of all terms and conditions will result in the award of the maximum points available. Responders should note that the State reserves the right to pursue negotiations on any exception taken in Phase III. Responders should also note that the awarding of points does not automatically mean that the State has accepted the Responder's proposed language.

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84	25	2B17	Would WSCA be willing to modify the insurance clause?	A change will not be made to the term. Page 77, Section 5: Evaluation Process states: Points will be awarded based on the level of acceptance of the Terms and Conditions as specified in this RFP. Acceptance of all terms and conditions will result in the award of the maximum points available. Responders should note that the State reserves the right to pursue negotiations on any exception taken in Phase III. Responders should also note that the awarding of points does not automatically mean that the State has accepted the Responder's proposed language.
85	25	2B19	License of Pre-Existing Intellectual Property: We respectfully request replacing this section its entirety provision which represents that each party shall retain its intellectual property rights. This Master Agreement is for commercially available products and services, and does not include any "work for hire" or custom deliverables.	This term has been deleted. See 2B30 for revised term regarding Title of Product. Custom services will be addressed by each State individually in their Participating Addendum
86	25	2B19	Will WSCA consider deleting Clause 19, or, in the alternative, permit bidders to offer exceptions and alternative terms in their proposals without penalty under Section 5: Evaluation Process?	This term has been deleted. See 2B30 for revised term regarding Title of Product.
87	25	2B19	If by "Intellectual Property, WSCA means "Software", would WSCA consider substituting a clause provided by the responder in lieu of the original?	This term has been deleted. See 2B30 for revised term regarding Title of Product.
88	26	2B19 & 2B30	If the IP licensing provisions to not comport with the licenses available from the manufacturer for its products, should the manufacturer provide its EULA for inclusion as a term and condition of the Master Agreement?	Term 2B19 has been deleted and 2B30 revised. See Section 3D7 which states: Upon request the Software License Agreement is to be presented to the ordering agency at the time of quote. Each State will negotiate license agreements.
89	26	2B19 & 2B30	If the Contract Vendor is unable to obtain the written consent of the manufacturers of Third Party Products to the licensing terms specified in this section, may the Contract Vendor provide the Third Party Product Manufacturer's EULA for such products instead?	Term 2B19 has been deleted and 2B30 revised. See Section 3D7 which states: Upon request the Software License Agreement is to be presented to the ordering agency at the time of quote. Each State will negotiate license agreements.
90	26	2B19 & 2B30c	By selling Products with pre-loaded or COTS software, a Manufacturer and CV is granting an implied license to use and resell the Products under patent law. Furthermore, under the lead-in paragraph of Section 2-B.30, the manufacturer grants an express license to any embedded software. Elsewhere in Section 2-B.30, however, WSCA requires ownership of software as work product. Please confirm this requirement's intent (i.e., to purchase COTS or pre-loaded software, and not purchase customized work product).	Term 2B19 has been deleted and 2B30 Revised. The intent is to purchase COTS or pre-loaded software, and not purchase customized work products. However, each State is able to determine if customized services are purchased utilizing the contract and may determine the terms and conditions related to those services.
91	26	2B20	No Waiver of Sovereign Immunity: We respectfully request that this be restricted to Sovereign Immunity Only.	See the revised RFP for the revised term.
92	26	2B22	Participants: We respectfully request an additional clarification to include the Lead State regarding obligations under the Contract.	Obligations under this Master Agreement are limited to the Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds.
93	26	2B24	Payment: We respectfully request a modification to the payment requirement, deemed reasonable in particular for orders of multiple commercial line items that a purchaser may require on different shipment dates over a period of time. These modifications are in alignment with what is allowed under the current contract.	This term will remain. Page 77, Section 5: Evaluation Process states: Points will be awarded based on the level of acceptance of the Terms and Conditions as specified in this RFP. Acceptance of all terms and conditions will result in the award of the maximum points available. Responders should note that the State reserves the right to pursue negotiations on any exception taken in Phase III. Responders should also note that the awarding of points does not automatically mean that the State has accepted the Responder's proposed language.
94	27	2B26	Records Administration and Audit: We respectfully request modifications, based on the products contained in this Contract are available on a fixed price basis, limiting audits to non-confidential and non-proprietary verification of invoices, orders and shipments.	This term will remain. See Page 77, Section 5: Evaluation Process states: Points will be awarded based on the level of acceptance of the Terms and Conditions as specified in this RFP. Acceptance of all terms and conditions will result in the award of the maximum points available. Responders should note that the State reserves the right to pursue negotiations on any exception taken in Phase III. Responders should also note that the awarding of points does not automatically mean that the State has accepted the Responder's proposed language.
95	28	2B27	Under Reports, for reporting, both Summary Sales Data and Detailed Sales Data reports, it states it is due 30 days after calendar quarter end. Often times, within State and Local Government and Education, they state 30 days after calendar quarter end, yet also state dates, which truly represent the last day of the month following calendar quarter end. Which is the intent under this RFP? If the latter, can the verbiage be changed to state, "shall be due no later than the last day of the month following the end of the calendar quarter (as specified in the reporting tool)"? Currently the tool doesn't list due dates for clarification.	See the Revised RFP. The due dates have been revised to last day of the month and/or last day of the quarter throughout the RFP with regard to reporting.

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96	28	2B27C	Employee Purchase Program. If a Vendor has a standard Employee Purchase Program that is not part of any Government contract and therefore would not be included as part of this contract terms subsequently reporting, but is simply a Standard Manufacturer Program for all Federal, State and Local Government Employees can the Vendor note that program?	Yes. Final details and terms of Employee Purchase Programs will be determined by each State in their participating addendum.
97	28	2B28 & section 1 Definitions	Will WSCA consider replacing paragraph 28 with language substantially to conform to the definition of Acceptance? Is this Paragraph 28 in Section 2 only applicable if contained in a Participation Addendum?	See the revised term and definition in the revised RFP. Terms in Section 2 are applicable to the Master Agreement.
98	28	2B28	Standard of Performance: We respectfully request the replacement of this provision in its entirety with Contract Vendor's standard warranties on the basis the Products and Services are commercially available and do not include custom products.	See the revised term and definition in the revised RFP.
99	28	2B29	Sytem Failure or Damage. We respectfully request the removal of this provision in its entirety. It is a subjective bar to expect from a Contract Vendor, particularly where the failure or damage may only be caused in part by Contract Vendor performance.	The term has been revised . "Best Efforts" has been changed "commerically reasonable efforts"
100	28	2B29	Can the Lead State clarify whether the manufacturer expected to restore a system to operational capacity assuming products are under a current maintenance contract?	The term has been revised . "Best Efforts" has been changed "commerically reasonable efforts"
101	28	2B30	It is an industry standard practice for software to be licensed to an end user without the right to transfer title to such license. In fact, resold products that are operating without properly licensed software are considered grey-market goods. Manufacturers typically do not provide maintenance services for grey market goods. With permission, manufacturers may authorize a transfer of software title to a new end user, but records must be kept of such transfer so that the new end user is not denied access to maintenance services. Would the Lead State consider adjusting the transfer requirement to be subject to manufacturer authorization, which shall not be unreasonably withheld?	See the Revised RFP. 2B30 has been revised and no longer addresses the transfer of license agreement. If transfer were to occur, the participating entity will negotiate with the Contract Vendor.
102	28	2B30	We respectfully request the replacement of this entire section with what is commercially reasonable and standard for the acquisition of standard commercially available products. Ownership of IP is covered in section 19.	See revised RFP. 2B30 has been revised and no longer addresses the transfer of license agreement. If transfer were to occur, the participating entity will negotiate with the Contract Vendor. Term 2B19 has been deleted. Intellectual Property is now addressed in Term 2B19 and 2C17
103	28	2B30	Would WSCA consider clarifying the various rights covered by this clause by substituting Clause 30 with language substantially?	See revised RFP.2B30 has been revised and no longer addresses the transfer of license agreement. If transfer were to occur, the participating entity will negotiate with the Contract Vendor. Term 2B19 has been deleted. Intellectual Property is now addressed in Term 2B19 and 2C17
104	29	2B32	Warranty: We respectfully request the removal of this section in its entirety, replaced with the Contract Vendors standard warranty made available with these commercially available products and services	Warranty Term has been revised. Page 77, Section 5: Evaluation Process states: Points will be awarded based on the level of acceptance of the Terms and Conditions as specified in this RFP. Acceptance of all terms and conditions will result in the award of the maximum points available. Responders should note that the State reserves the right to pursue negotiations on any exception taken in Phase III. Responders should also note that the awarding of points does not automatically mean that the State has accepted the Responder's proposed language.
105	29	2B32	To clarify the contract warranty requirements would WSCA be willing to substitute paragraph 32 with language provided by the responder?	Warranty Term has been revised. Page 77, Section 5: Evaluation Process states: Points will be awarded based on the level of acceptance of the Terms and Conditions as specified in this RFP. Acceptance of all terms and conditions will result in the award of the maximum points available. Responders should note that the State reserves the right to pursue negotiations on any exception taken in Phase III. Responders should also note that the awarding of points does not automatically mean that the State has accepted the Responder's proposed language.
106	29	2B32	Please describe the special purposes, if any, identified in this solicitation for which the Product must be warranted.	Warranty Term has been revised. Page 77, Section 5: Evaluation Process states: Points will be awarded based on the level of acceptance of the Terms and Conditions as specified in this RFP. Acceptance of all terms and conditions will result in the award of the maximum points available. Responders should note that the State reserves the right to pursue negotiations on any exception taken in Phase III. Responders should also note that the awarding of points does not automatically mean that the State has accepted the Responder's proposed language.
107	29	2B32	Please describe the mechanism by which it is anticipated that a Purchasing Entity will apprise the Contract Vendor of a special purpose for which it is intending to use Purchased Product? For example, must such special purpose be called out as a purpose? Must the special purpose be expressed in writing?	Warranty Term has been revised. Page 77, Section 5: Evaluation Process states: Points will be awarded based on the level of acceptance of the Terms and Conditions as specified in this RFP. Acceptance of all terms and conditions will result in the award of the maximum points available. Responders should note that the State reserves the right to pursue negotiations on any exception taken in Phase III. Responders should also note that the awarding of points does not automatically mean that the State has accepted the Responder's proposed language.

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108	30	2C2	If a vendor has VPATs available our products, will attaching the VPAT's be sufficient or must vendors complete the VPAT forms on Page 50-56. If not, please clarify how you would like vendors to address the many ways an operating system is different from a website and what elements of the WCAG guidelines they believe are applicable.	The term has been revised. The RFP is requesting WCAG VPAT for the website provided in response to the RFP. For products offered, VPATS are only to be provided upon request. Per the Accessibility Standard language the State is NOT requesting VPATS on all products offered in the response, though "upon request of the Lead State or Participating Entity, the responder must make best efforts to provide", per the language in the Solicitation. Responder's are required to complete WCAG VPAT for the Website they will offer in response to the Website Requirements defined in the solicitation. The WCAG VPAT will be a scored item as outlined in the evaluation.
109	30	2C2	It notes, Responder to provide completed VPAT forms found in the FORMS section of the RFP. This section is noted as a WCAG report. Due to the large volume of products offered if a VPAT is required, can the Respondent provide only for the products requested in the Cost Summary Sheets for evaluation purposes if the Respondent has these accessible and available to procuring agencies?	The term has been revised. The RFP is requesting WCAG VPAT for the website provided in response to the RFP. For products offered, VPATS are only to be provided upon request. Per the Accessibility Standard language the State is NOT requesting VPATS on all products offered in the response, though "upon request of the Lead State or Participating Entity, the responder must make best efforts to provide", per the language in the Solicitation. Responder's are required to complete WCAG VPAT for the Website they will offer in response to the Website Requirements defined in the solicitation. The WCAG VPAT will be a scored item as outlined in the evaluation
110	30	2C3	Administrative Personnel: If a current Contract Vendor currently has approved language that ties a portion of this clause to the Primary Account Representative assigned, should this be noted in the exception document without risk for disqualification?	No. This is a new solicitation. As indicated in the RFP, points will be awarded based on the level of acceptance of the State's terms and conditions as specified in this RFP. Acceptance of all terms and conditions will result in the award of the maximum points available. Responders should note that the State reserves the right to pursue negotiations on any exception taken. In the event that negotiated terms cannot be reached, the State reserves the right to reject the proposal. Responders should also note that the awarding of points does not automatically mean that the State has accepted the Responder's proposed language.
111	30	2C5	Contractor understands the requirements of the Rehabilitation Act of 1973 as it relates to Information Technology and has VPATs available for its products. Please explain how the ADA applies to Information Technology "products" provided under the Master Agreement as that term is used in 2 C 5.	It is the responsibility of the responder to comply with term 2C5.
112	30	2C5	Can the Lead State please clarify that responders (as opposed to their products) should comply with non-discrimination requirements of the ADA.	Products must comply with requirements of the term 2C5.
113	30	2C6	Can the Lead State describe a situation in which this clause 2C6 will come into play so that we can better understand the intent of the provision?	An example could be a product is purchased from the Contract. The entity awards another vendor to service the product. The contract vendor shall cooperate fully in all such cases.
114	30	2C7	Can the Lead State describe a situation in which this clause 2C7 will come into play so that we can better understand the intent of the provision?	An example could be computer equipment and services are provided by the Contract Vendor. The current Contract Vendor's contract is expiring and a successor has been awarded. The current and succeeding Contract Vendor shall cooperate fully in all such cases.
115	31	2C9	Please clarify the difference between paragraphs 1 & 2 (pg 31, 32), and clarify the use of action request form and log (Exhibit D)	Item 9 states a formal process will be developed for Change Requests. The Action Request Form provided in the Section 6: Exhibit D is the process developed for changes. The State is requiring a quarterly submittal process of change requests, however, may approve interim requests on a case by case basis.
116	32	2C14	Please provide the citation and statutory requirement for contractor indemnification under Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.	There is no statutory requirement for the indemnification for data practices.
117	32	2C13	HAZARDOUS SUBSTANCES: This section states that to the extent that the goods to be supplied by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, a Material Safety Data Sheets regarding those substances must be included with each delivery. Vendor does not provide a MSDS with shipment; instead we offer MSDS online. Is this acceptable to be noted without being considered as an exception?	Copies may be provided via an electronic link with the delivery.
118	35	2C25	Can a guideline to the award of preferences formula be formally stated?	See the following link for MN policies on applying preferences: http://www.mmd.admin.state.mn.us/pdf/purchasingpolicy35.pdf
119	35	2C25	We are a Women Business Owned registered entity as defined by the Code of Federal Regulations Title 49 Part 26. The State of New Mexico, where Advanced Communication provides it's services, recognizes minority and women owned business preferences. Will consideration of this status be made in the evaluation process and can a statement instructing request for proposal responders how to properly submit their status be incorporated into the RFP?	To be considered for a Targeted Group (TG) Vendor Preference in the State of MN (Woman Owned would fall under this category) see page 35, item 25. Eligible TG businesses must be currently certified by the MN Materials Management Division prior to the bid opening date and time. In addition, responders may describe all experience and capacity to meet minority and women business enterprise and other local purchasing preferences in Section 3A13.
120	37	2C32	32. TRADE SECRET/CONFIDENTIAL INFORMATION. Should be #34. #32 = State Audits	Numbering error has been noted. 32: TRADE SECRET/CONFIDENTIAL will be renumbered to 34.

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121	43	FORMS	With regards to the contact information requested in this section, if an OEM is utilizing partners for order fulfillment, invoicing, etc. would this form include the information for each partner that will be part of the authorized reseller group? The Primary contact would be someone from the OEM.	The primary contact must be from the Manufacturer.
122	43	FORMS	SAVINGS REPORT: Is the savings report part of the response or for after award? Also request that this be changed to read Master Agreement Prices Average: ____ % less than the price quoted to SLED customers with contracts of similar terms and conditions.	Estimated savings should be included as part of the response. Responder may qualify and explain how they derived the savings percentage.
123	44	Forms	Contract Savings. Is the Savings an average for the State of Minnesota Sales or overall Contract Sales?	The savings indicated should be a percentage savings participating entities will realize over the prices quote to the general public.
124	44	forms	Contract Savings. If the Average Savings is Based on the Overall Contract, can a Vendor also provide a breakdown by Band?	Yes. But an estimated average for all sales should also be provided.
125	50	Forms	Is the WCAG report to show how the contractor website conforms to WCAG 2.0 level AA requirements?	Yes.
126	50	FORMS	Why is it that the MN Web Content Accessibility Guidelines appear to exceed the Federal Section 1194.22 Web-based Internet information and applications?	Minnesota has adopted both WCAG 2.0 AA and Section 508, including all section 508 standards, which includes Federal Section 1194.22
127	50	FORMS	WCAG: As an OEM, we provide VPATS for all products. Please advise for pages 50 to 57 are we to answer these questions and if yes with regards to which product. Or are we to provide the VPATS for the products bidding?	Responder are not asked to complete these pages for products bidding only the website they are offering. Pages 50-57 detail WCAG VPAT for which the responder is complete and submit with their response regarding the website offered if awarded a Contract.
128	50	VPAT	Because WCAG 2.0 does not apply to most aspects of products, non-user interface aspects of platforms, or user interface components as individual items, how does this RFP want the vendor to respond and apply WCAG 2.0 (Level A or AA) to hardware products in the requirements for the WCAG VPAT?	Responder are not asked to complete these pages for products bidding only the website they are offering. Pages 50-57 detail WCAG VPAT for which the responder is complete and submit with their response regarding the website offered if awarded a Contract.
129	59	3A1	If we do not currently manufacture products in a band, but begin to in the future can a new band be added then?	No. The responder must currently manufacture a product in the bands proposed.
130	59	3A3	It states this is mandatory, not all OEM's offer 3 rd party products and if we are not offering would this question still be required to be answered? The answer would be no as products would not be offered and want to ensure this would not reflect negatively on the response. Request this be amended to M if third party products are offered.	Even if a responder is not offering 3rd party products they must agree to adhere to this requirement in the event 3rd party products are added in the future.
131	59	Section 3	Vendor is instructed to describe fully and provide detail how its proposal satisfies each item of this section. Should Vendor insert a table row below each item and provide the description/detail in that row, or should Vendor provide the descriptions/details for all items together, at the end of this section after the tables provided in Sections A through D?	Responders are to determine how to present the information in a clear and organized manner. It is important that the responder describes fully HOW they can meet each requirement.
132	59	Section 3	Is a narrative response on how Vendor's proposal satisfies an item required for each item in the table, or only those items marked as mandatory (M)?	Describe fully how the responder can meet EACH requirement, which includes mandatory and non-mandatory.
133	60	3:A5	Is there a minimum number of products we need to provide to get on the contract?	No. Responders must be able to meet the requirements of the RFP and will be evaluated on, including but not limited to the base equipment market basket items for each Band. Related peripherals/options/accessories and services may be considered in the evaluation. Responder is also required to provide a suggested product and services schedule which will be negotiated upon final award.
134	60	3A5	RFP states that any updates to a Vendor's PSS will be handled only on a quarterly basis. Historically, many states verify skus on each purchase order against the PSS. As most PC MFG skus change on a very frequent basis, quarterly updates may impede the State's ability to release a purchase order. How does WSCA recommend States verify skus if the skus only are updated quarterly?	It is preferred that changes are made quarterly to the PSS. A State would be allowed to request a new sku if needed in the interim. It is understood that the baseline price list changes frequently, however the discounts must remain the same or be increased. This will allow the State to verify the sku on the PSS posted is on the current baseline pricelist and that it meets or exceeds the discount provided.
135	60	3A5	PSS updates are stated as quarterly. To account for new products and volume threshold discounts, can the frequency of the requirement be changed to monthly? This will enable Entities to benefit from the availability of newer products and lower pricing more quickly.	It is desired that PSS updates are submitted quarterly. The Master Agreement will consider special circumstances for new products and reduced pricing.
136	60	3A6	What is expected of the Manufacturer in support of third party products?	See Section 2: Warranty Terms. The manufacturer is expected to assist the customer in obtaining warranty passed through from the third party manufacturer.
137	60	3A6	Request this be for the OEM products only and a separate item be included for OEM's that will propose third party products. Not all OEM's offer 3 rd party products.	The responder is not required to offer third party products. This requirement asks the responder to describe how the warranty is provided for all products and services provided.
138	61	3A11	What entity or entities will conduct the third-party audits?	It is unknown which entities will conduct third party audits. Audits conducted will be up to each participating entity.

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139	61	3A11	What controls are available in eMarket Center to assist the Auditor and CV to ensure products and services are purchased from the correct corresponding Participating Addendum with roll-up to the correct corresponding Master Agreement?	Every user must register and be approved under the executed Participating Addendum and each user has preset permissions to only view products and services corresponding to the executed Participating Addendum
140	61	3A11	What reporting mechanisms does the eMarket Center provide to satisfy that aspect of the Auditing requirement?	The State and/or emarketcenter coordinator will work with vendors upon award.
141	61	3A13	Please advise what the percentage requirements are for these programs and confirm if they are mandatory for each state.	There are not percentage requirements. Item 13 asks the Responder to describe their experience in working with varying preference programs.
142	61	3A7	Will it be required to participate in leasing in order to receive a contract award?	No.
143	61	3A8	Delivery. If a Respondent holds a current contract, can the current delivery clause be provided and included in this section if is the similar and meets the requirements of this section?	Previous contracts or contract language are not applicable. The responder may describe how they will meet the requirement in this section. As indicated in the RFP, points will be awarded based on the level of acceptance of the State's terms and conditions as specified in this RFP. Acceptance of all terms and conditions will result in the award of the maximum points available. Responders should note that the State reserves the right to pursue negotiations on any exception taken. In the event that negotiated terms cannot be reached, the State reserves the right to reject the proposal. Responders should also note that the awarding of points does not automatically mean that the State has accepted the Responder's proposed language.
144	62	3A14	Not all OEM's sell direct and therefore they may only be able to contract with the states that allow partner participation. In order to answer this question, please provide the list of the states and whether or not they will allow for partners to fulfill on behalf of the OEM.	This is unknown.
145	63	2	Many customers purchasing under a resulting Master Price Agreement will not have absolute requirements to only purchase EPEAT or Energy Star certified products. Limiting products in this RFP will impact use of the Contract for your customers and cause increased procurement costs for your customers who have a need to purchase equipment that does not carry these certifications. Is WSCA willing to accept that a vendor will disclose the applicable EPEAT level or EnergyStar designation vs. limiting products available under the Master?	EPEAT Bronze is a mandatory requirement and has been in place since 2009 for these contracts and will remain. All products offered for the Master Agreement with an EPEAT standard must have a minimum Bronze level. The only exception to this requirement is detailed in the Restrictions section of the RFP. EnergyStar is listed separately from EPEAT in the RFP. Responders are to describe their commitment to EnergyStar.
146	63	3:B2	Are we correct to assume that all products we submit must have EPEAT Bronze registration or is EPEAT Bronze "preferred" and not "required".	EPEAT Bronze is a mandatory requirement. If EPEAT Standards exist for the product, EPEAT Bronze is required on the products offered.
147	63	3:B2	Is EPEAT Bronze a requirement for all products we submit?	Yes. If there is an EPEAT standard for the product, it must have at least an EPEAT Bronze registration.
148	63	3:B2	Not all of our products are EPEAT registered yet. If we respond only to the desktop band, can we later receive authorization to add products in other bands (such as laptops, servers, etc.) as those products become EPEAT registered?	No.
149	63	3B1	We do not manufacture equipment we solely refurbish and are an authorized reseller for manufactures. In response to the 2009 RFP we received a letter back stating refurbished equipment could not be proposed even though we could provide the specs required and warranty. Has that changed at all? Is anyone providing refurbished equipment now and if so is it the mfg. or 3 rd party? We would like to submit a bid if it is something you would consider given the economic climate.	A company that solely refurbishes equipment and does not own the trademark/patent does not qualify as a manufacturer and would be considered non-responsive. Refurbished equipment is offered by current contract vendors. Offering refurbished equipment is encouraged in the Environmental requirements under Section 3:B1.
150	63	3B1	'PRODUCT – In general how does the responder identify product longevity?' Please clarify what you mean by Product Longevity.	Product longevity refers to the life span of a product.
151	63	Section 3.B.2	EPEAT REGISTRATION. This section indicates that Responder agrees that applicable products offered that have EPEAT Standards provided under the Master Agreements resulting from this RFP are to have achieved a minimum EPEAT Bronze registration. Is this in reference to the Band products only or peripherals if applicable? For example the current contract does not require EPEAT Registration on Printers. Are Printers required to have EPEAT registration?	Band products and peripherals must have EPEAT registration if an EPEAT standard has been set for those products. Applicable EPEAT standards are to be met for all products offered. EPEAT Standards for printers were NOT in place during the last contract solicitation. The EPEAT Standards for printers were announced in February 2013.
152	64	3C3	What reports are available in eMarket Center to assist the Contract Vendor to accurately track and report sales of its products and services on the PAs, as well as its roll-up reports for sales on the MA? Will these reports suffice to completely address this requirement?	The State and/or emarketcenter coordinator will work with vendors upon award.
153	64	3D8	Will the use of the eMarket Center portal with uploaded Product and Service Schedule (PSS), accessible from a dedicated WSCA contract page provided by the Contract Vendor suffice to satisfy the requirement for a dedicated website specific to this contract?	No.

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154	64	3D8	May the Contract Vendor make non-material user enhancements and security changes to the website without prior written approval (i.e., changes to improve speed, enhance usability, or implement security updates recommended by browser providers such as Microsoft, Apple, Google, or Mozilla)?	Yes. Non-material changes will be allowed.
155	64	3D9	What costs are levied upon the Contract Vendor for the use of the eMarket Center? Is there a limit on the number of product and service line descriptions a Contract Vendor may list without additional cost? Is there a separate upcharge for uploading pictures with product and service line item descriptions?	There is no cost to the awarded vendors.
156	64	3D9	Are software licensing, use, and maintenance included by Sci Quest?	The question is unclear. There is no cost to the awarded vendors.
157	64	3D9	Is there a limit on the number of product and service line descriptions a Contract Vendor may list without additional cost on eMarket Center?	No
158	64	3D9	Is there a separate upcharge for uploading pictures with product and service line item descriptions on eMarketcenter?	No.
159	65		Please provide WSCA's definition of Migration and Maintenance listed in this section	Migration and Maintenance are to be described by the responder in this section for evaluation.
160	66	3:C5	For the required five (5) references, the statement asks for, "Contracts that have been in place during the past three years." Should vendors use references that have only had contracts in place for at least three (3) years, or references that have had contracts in place with a start date within the past three (3) years?	References must be for Contracts that have been in place during the past three years.
161	68	3D7	Can the COTS SW License Agreement be provided at time of delivery?	In Section 3D7 it states it is to be provided "upon request". Each State may negotiated license agreements.
162	68	3D8	The VPAT has accessibility standards that are not necessary for the functioning of the required web site. Will we be penalized in points for citing "not applicable" to the Accessibility standards during evaluation?	Certain standards in the VPAT for the WCAG 2.0 AA may not be applicable to a web site if the website does not have certain types of functionalities such as video or other multimedia. Responders may detail "Not Applicable" and explain the response.
163	68	3D8	Does this VPAT requirement pertain only to the functionality to support WSCA-specific content?	The VPAT submitted is for the website to be provided upon award of the contract.
164	68	3D8	What is the procurement system that WSCA plans to hook up to SciQuest? (Ariba, Oracle, etc...)	An awarded vendor will integrate a punch-out or hosted catalog with SciQuest's SelectSite.
165	68	3D8	What specifically are you looking for us to provide in the "Service Options, Service Agreements" section?	The website could provide a description of the services available for participating entities who choose to utilize services.
166	68	3D8	Due to security and confidentiality requirements, we are not able to provide that personal information such as "ship to" addresses, reprinting of invoices, or purchase order to all customers. Is WSCA willing to modify this requirement to be available via a secure sign-in option on our (vendor's) website?	The requirement does NOT state the responder must provide all information on the website. It does State in Section 3D8 that the responder is to provide a listing of items that require a secure sign in option.
167	68	3D8	Can you please confirm that only non-Confidential portions of vendor's response need to be posted on an awarded Vendor's website, along with the signed Master Agreement, signed Participating Addendum and the Master PSS, links to environmental certifications, online product, pricing and configuration on state store pages that are accessible to all WSCA customers by State and online ordering and product information?	Items marked confidential will only be protected from disclosure if such data is protected from disclosure under the MN Data Practices Act, specifically Trade Secret as defined by M.S 13.37 subd 1(b). Review the Trade Secret Form and all applicable information regarding MN Data Practices and the protection of Trade Secret Information. The responder would need to provide justification that this information is deemed Trade Secret per Minnesota Law utilizing the form provided. See section 3D8 for suggested items for the website. The responder will be evaluated based on the response,
168	68	3D8	What are the minimum requirements for the data presented on the website as well as functionality to be considered acceptable?	The Responder must determine how to present their website. See section 3D8 for suggested items for the website. The responder will be evaluated based on the response,
169	68	3D8	Due to the large size of Vendor's proposal response, will a Respondent be able to provide a copy of it upon request only, instead of posting the Vendor's Proposal response on the website to comply with this section?	It is desired the responder compress files to provide online for users. It is acceptable to provide upon request.
170	69	3D8	Do we have to obtain approval for ALL changes, including partner contact updates? This will be very cumbersome since the partners have such high turnover. We understand that approvals will be needed for pricelist updates or other materials changes.	Yes, a notification of contact changes for partners is needed. Once partners are approved, the website may be changed to reflect without an additional approval. Effective management of partners is important to effectively market the contract.
171	69	3D9	The eMarket center requirements make perfect sense for bands 1 through 4 and 6. These are products that can be ordered off the shelf by the end user. Band 5, Storage, however, is a much more complicated purchase and cannot be configured by the end user. The intervention of a qualified pre-sales engineer is required to configure the product. Will the storage band OEMs be able to provide user instructions to Sci-Quest to fulfill orders as the eMarket center works today?	Yes.
172	69	emc	Not all OEM's sell direct to customers, is an ecommerce site a mandatory requirement to hold a WSCA contract. Websites are available for information but not for processing.	The responder is to provide information in regards to the website they will provide in the response. The website provided is not required to have ecommerce capabilities.It is a mandatory requirement to meet the WSCA-NASPO eMarketcenter requirements outlined in Section 3D9. Another ecommerce site is not required, but may be offered. Partners are able to accept payment on behalf of the OEM.

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173	69	emc	Further electronic payments are requested, is this a mandatory requirement and are partners able to accept payments on behalf of the OEM?	Section 3D11 ECOMMERCE requires the responder to describe their ability in these areas, but is not mandatory. Partners are allowed to accept payment on behalf of an OEM as defined by the State in its Participating Addendum. See CONTRACT VENDOR RESPONSIBILITY & PARTNER UTILIZATION Section 3C2&3. Responder is required to meet the terms of the eMarketCenter Section 3D9.
174	70	4	This says that the "Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax." Is this a requirement to create an interactive online ordering site as a sole point of purchase, or can our electronic receipt of orders be accomplished via all of our traditional ways of accepting orders, including fax?	If an order is placed via the eMarket Center, the only methods an order will be sent to an awarded/enabled vendor is via fax or cXML.
175	70	emc	As not all OEM's sell direct with regards to the Emarketcenter will the nominated partners to fulfill on behalf of the OEM? Will the nominated partners be listed on Emarketcenter to fulfill orders?	Yes, partners can be listed as fulfillment addresses on behalf on OEM, if partners are authorized to utilized in a State's Participating Agreement. No, the partners will not be enabled on the eMarket Center.
176	70		Can the hosted catalog we are required to upload just be a static products and price list, or does it require the ability to interactively purchase/order our products from this catalog?	Hosted catalogs are designed for a full purchase/order of products from the catalog experience.
177	71	7	Are we required to submit the UNSPSC code for all price list line items as part of our Response to the RFP, or is this only a requirement we need to meet after contract award, when setting up the SciQuest site?	This is only a requirement for after contract award when working through the eMarket Center enablement.
178	72	4	Please clarify band vs category vs specific model. It appears the request is for a single discount across the entire band, but then a request for discounts that would be available for subgroups (categories) within the band. Are you asking for a range of discounts for the band - i.e. Band 1 is 4- 20% or do you wish to see only the 4%, then when each model is listed, show the actual discount offered for that model?	The Bands are defined in the definitions section of the RFP. A manufacturer may name categories within a band in order to provide different discounts. The manufacturer may name a specific model as a category. A category discount may apply to a model or group of models as defined by the responder in the Price Workbook discount tab. A discount must be named for each category/model.
179	72	4	Are monthly pricelist update submissions allowed?	It is desired that changes to the Product and Services Schedule are submitted quarterly. A vendor may propose to update monthly.
180	72	4:10	Also refers to section 3A16. The Premium Savings Package (PSP) program is marked here as, "n/a for server storage vendors." Would the State please confirm that declining to offer a PSP for products and/or services in the Server or Storage bands will not result in a refusal by the State or WSCA to grant MA options to the base 24-months, thus totaling a 36-month performance period?	Contract Vendors are encouraged to participate in the Premium Savings Package (PSP) Program. It is not a mandatory requirement. Responses to Section 4 Item 10 and 3A16 are evaluated with the full response, but are not a single determining factor in the award. Offering a product in a single band is not a determining factor in award.
181	72	4:11	What specific characteristics of other Promotional Offers differ from PSP program configuration discounts?	Contract Vendors provide additional discounted pricing for the Premium Savings Package (PSP). PSP configurations are developed by a team of IT professionals currently for a six month period of time. Promotions are products that a Contract Vendor may offer based on their inventory and sales and should be listed in the cost proposal and pricework book in the volume discounts tab.
182	72	4	When will final cost proposals be provided?	Price Workbooks will be provided via an addendum.
183	72	4	Since the Cost Proposal Summary Sheets are not available, will an additional Question period be available for the Cost Proposal once released?	Yes. The addendum will include a deadline for additional questions on cost.
184	72	4	Since the Cost Proposal Summary Sheets are not available, Respondent respectfully request a 30-day extension or at the very minimum the amount of time from the bid release until the Cost Proposal Summary Sheets release to allow for completion due to the complexity and time required to complete this part of the RFP that is tied to 500 points for evaluation, allowing for a fair and competitive bid process for all Vendors?	Samples of cost proposals were provided. Any changes to the bid due date will be provided via an addendum.
185	72	4	The Sample Price Workbook Cost Proposal Sheets list Black & White and Color Printers only. Can other Related Peripherals such as Multifunction Devices, as well as Scanners be added to the Cost Proposal Sheets?	The Price Workbook are market basket items to be utilized for comparison in evaluation. Other related peripherals are allowed to be offered by a proposer and should be included in their proposed Product and Service Schedule to be submitted with the response.
186	72	4	Can a Manufacturer offer multiple Brands of Printers and Multifunction Devices?	The manufacturer may offer multiple brands of printers and multifunction devices on their Product and Service Schedule (PSS). They must adhere to the Master Agreement restriction limit of \$5000 per configuration. Final PSS will be negotiated with finalists.
187	72	4	Can more than one Manufacturer offer the same Brand of Printers and Multifunction Devices?	It is possible for multiple manufacturers to offer the same brand of Printers and multifunction devices. The restriction limit of \$5000 must be adhered to and the PSS will be negotiated with the finalists with the State.

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188	72	4	Our interpretation of Cost Proposal Items #2 and #3 is that the Price List submitted with the Cost Proposal will be the Base Line Price List to be verified by potential end users. This Base Line Price List will be published and archived on the Vendor's WSCA Web site for the life of the contract. Is this interpretation correct?	Per Section 4 – item 3 of the cost proposal: Responders are to describe how the designated price list will be accessed and verified by potential end users. All historic versions must be available upon request. Website requirements Section 3D8 desires responders post the original price list and all historic versions on the website.
189	72	4	When the final worksheets are released in an Addendum, will there be an opportunity to submit questions regarding them, and if so, what is the timeframe?	Yes. The addendum will include a deadline for additional questions on cost.
190	72	4	BAND 5: Page 1 of 9. Should the discount value entered for each "ADDL CATEGORY:" reflect the incremental discount for the respective category above the minimum discount for the band or should the discount value entered be the total discount for the category? For example, If the Minimum Discount for Band 5 is 10% and we have a category that can afford a 15% discount, what would we enter? Should it be 5% (which added to the 10% would equal 15%) or 15% (reflecting the total discount for that category)?	Enter the actual discount provided. Per the example given, enter 15%
191	72	4	BAND 5: Page 1 of 9. Can any particular category discount be less than the minimum discount for the band? This would allow vendors to propose certain products that would otherwise not be able to be included because they cannot be afforded the same discount as the majority (95%+) of the items in the band. It would be restrictive to set the minimum discount at the lowest discount amongst all categories if that category only represents a small fraction of the configuration.	Yes. The RFP Cost Proposal Section 4 has been revised to clarify. The Contract Vendor will provide a MINIMUM discount with categorized exceptions off base line price list for each band. It is understood there may be categories within a band which carry a different discount than the minimum stated. For example, the minimum discount for the laptop band could be 50%. The responder may name an additional category of laptops "Laptop Brand X" at 45% and "Laptop Brand Y" at 60%. Responder may categorize these exceptions by naming as categories and identifying the associated discounts in the price workbook. These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement. This minimum discount and categorized exceptions will be applied to all "quantity one" procurements. It will also serve as verification for the WSCA Master Agreement Administrator upon submittals of product additions. An end user will be able to verify pricing using the base line price list and the minimum discounts with the categorized exceptions provided.
192	72	4	BAND 5: Page 1 of 9. Some vendors utilize third-party lessors for financing purchases. Should vendors include lease rates from third-party leasing entities if the vendor arranges the lease, but is not the lessor on paper?	Yes, this is an option. Responder must determine how to provide response details and pricing. Each State will determine if and how they will utilize a leasing program in their participating addendum.
193	72	4	BAND 5: Pages 5 and 6 of 9. Some of the Configuration items listed for STB-1, ST0-1, and STB-2 require multiple SKUs with specific quantities to satisfy the requirement. Should the list of SKUs be entered into the single line with their corresponding quantities?	Yes. Responders may include multiple part numbers to meet a configuration line item along with additional details.
194	72	4	BAND 5: Pages 5 and 6 of 9. Some of the Configuration items listed for STB-1, ST0-1 do not have a specific SKU for the configuration. Instead, the requirements are included as a function or component of some other SKU listed in the Configuration column. Should vendors indicate "N/A" in the Manufacturer Part # column for configuration items that do not directly correspond to a unique SKU?	Yes. Provide detailed explanation.
195	72	4	BAND 5: Pages 3, 5, and 6 of 9. Regarding items listed as requiring "Support" only (e.g., "Controllers – Dual Controller Support", "Storage Replication Support", "Operating System – licensed and Supported", "Operating System – Management Support"): the Minimum Requirements column indicates Yes or No or Specify as options for response. Support may be determined on a case-by-case basis and may be provided in a configuration. Question: If the support is available as an option but not required, should vendors include the Manufacturer Part # in the price of the respective spec # on page 3 of 9?	The Pricing workbooks have been revised. Use the yellow shaded portions of the workbooks to record part #s.
196	72	4	BAND 5: Question: If the support is available as an option but not required, should vendors include the Manufacturer Part # in the price of the respective spec # on page 3 of 9?	The Pricing workbooks have been revised. Use the yellow shaded portions of the workbooks to record part #s.
197	72	4	BAND 5: Pages 5 and 6 of 9. For items listed with a Minimum Required Column response of "Yes or No", are these items required or will vendors' be disqualified if a "no" response is provided? No implies we didn't meet the Minimum Requirement. What is the intent of No? Should this be changed to Specify, which would be more appropriate?	The Pricing workbooks have been revised. Minimum requirements are clearly shown. If a yes or no answers is required, no may not eliminate the response.
198	72	4	BAND 5: Page 6 of 9. "Operating System – Snapshot" for STO-2 indicates a minimum requirement of "12 drives"... This appears to be a typo since Snapshots have nothing to do with drives. Should this be changed to Specify, which would be more appropriate?	See revised pricing work books.
199	72	4	BAND 5: Page 9 of 9. Regarding ST-1, ST-2, S-3 and S-4 that ends with "... on desktop 1". This appears to be a typo since Desktop 1 does not apply to Band 5. Should this be changed to "...on STB-1", which would be more appropriate?	See revised pricing work books.

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200	72	4	SAMPLE PRICE WORKBOOK: A minimum discount is requested for third party. Third Party Hardware and Third Party Software would have 2 different minimum discounts. Can Vendors provide Third Party Hardware Minimum Discount and Third Party Software Minimum Discount.	Yes. Naming category exceptions allows responders to provide discounts that may vary from the minimum discount. For example, the minimum third party discount for the band could be 50%. The responder may name additional categories "third party hardware" at 45% and "third party software" at 60%.
201	72	4	SAMPLE PRICE WORKBOOK: A minimum discount is request for the band. If a Vendor has promotional items that are already discounted as a company and are not available for additional discounting, can a Vendor still offer these under the Band even though the promotional category items would not be discounted?	A responder has the option to name category exceptions that may have a higher or lower discount than that of the minimum discount provided for the band. Promotional items may also be listed in the Volume Discount Tab of the Price Workbook. See requirement 3A17 for additional detail on promotional items.
202	72	4	SAMPLE PRICE WORKBOOK: Since Monitors and Printers are now included as a Peripheral under each Band, will these be part of the minimum discount per band? Will you consider a minimum discount for peripherals	Yes. A responder may name a category "peripherals" in a band and provide a separate discount. Each band allows a minimum discount and the responder can name additional categories. If the responder manufacturers printers or monitors, a category could be named "printer" and/or "monitor" and a discount provided. If they do not manufacture monitors or printers, they could add as a third party category with a discount.
203	72	4	SAMPLE PRICE WORKBOOK: Minimum Discount is requested for the Band. Can a Vendor provide the Minimum to Maximum Guaranteed Discount for Quantity 1 for the Band? Since a Minimum Discount is required, Vendors would be required to take the lowest discount in the Band as the Minimum, which would include the discount for peripherals?	No. A minimum to maximum guarantee is not allowed. However, a responder may name categories exceptions to allow for discounts that may be higher or lower than the minimum discount for the band. See revised Cost Proposal which clarifies discounts and states: "The Contract Vendor will provide a MINIMUM discount with categorized exceptions off base line price list for each band. It is understood there may be categories within a band which carry a different discount than the minimum stated. Responder may categorize these exceptions by naming as categories and identifying the associated discounts in the price workbook. For example a category could be named Peripherals with a discount that is above or below the minimum discount stated for the band.
204	72	4	As a current vendor, the Premium Savings Package Prices are available for Quantity 1, can those prices be used if noted in the workbook instead of the minimum discount price?	A responder has the option to provide additional categories that may have a higher or lower discount than that of the minimum discount provided for the band. Promotional items may also be listed in the Volume Discount Tab of the Price Workbook. See requirement 3A17 for additional detail on promotional items.
205	72	4	Does the WSCA MN Contract issue "Discount Letters" (Best & Final) to the selected partners under each PA for additional discounts above the contract pricing like under the WSCA Data Communications contract?	No, this is not a current process on the Computer contract.
206	72	4	With a contract addendum pending release, will the State consider extending the Q&A deadline to raise additional questions that may arise from the material presented in the addendum?	The State reserves the right to issue clarifications or changes at its sole discretion if additional questions are posed which are determined to be a significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP.
207	72	4	What is the difference between "Designated Baseline List" vs. "Product and Service Schedule"? We were planning to include the MSRP in the PSS adjacent to the net discount (after contract pricing is applied)	There are two separate requirements: DESIGNATED BASELINE PRICE LIST: Per Section 4: Item 3: The responder must designate a Base Line Price e.g. MSRP and describe how the designated Base Line Price List will be accessed and verified. The Baseline Price list is to be submitted with the proposal. PRODUCT & SERVICES SCHEDULE: Section 4: Item 8 details the requirements for the PRODUCTS AND SERVICES SCHEDULE (PSS) which also must be submitted with the proposal. It is desired to have the Baseline Price List detailed in the PSS, however, both requirements must be submitted as separate documents with the proposal.
208	72	4	With respect to the market basket, if an offeror does not manufacture, or does not offer third party products corresponding to the peripherals listed in the market basket for each band, should the offeror then leave these entries blank? Will this put an offeror selling a specialized product (e.g. ruggedized computers) that does not normally include peripherals (because they are not offered) at a disadvantage in the comparison process for pricing determination?	If a manufacturer does not offer third party products they may leave the third party products blank. All offerings may be considered in evaluation for award.
209	72	4	Sample cost proposal, desktops, desktop 1: For operating system, Windows 7 Professional 32-bit is called for. Please confirm whether Windows 7 Professional 64-bit is also acceptable, or if the intent is to request Windows 7 Professional 64-bit as an option or upgrade	Yes, it is acceptable to exceed the minimum in the market basket specification. The Market Basket will be used in the evaluation or pricing.
210	72	4	Sample cost proposal, desktops, peripheral 3 and 4 (monitors: For monitor pixel policy, ISO-13406-2 is called for. Please confirm that ISO 9241-307 is also acceptable as we understand that this replaces the ISO-13406-2 standard.	Price workbooks specs have been revised. If the proposed item meets or exceeds the specification, this is acceptable.
211	72	1A	Based on screen size as the primary attribute, we intend to bid our products in Band 2, Band 3, and Band 6. However, all of our products are ruggedized models of specialized laptops / tablets. Is this the approach that WSCA expects, or, should we be bidding all of our ruggedized products in Band 6, regardless of screen size / laptop and tablet configuration?	The award is based on band. Responder should respond to each band they are qualified in. An individual product may be offered in more than one band.

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212	72	4 band 1 desktop page 4	Are all services offered on this page mandatory? Items such as as Image Consulting , general consulting are not something all OEM's typically offer. Also please provide WSCA's definition of staging/deployment, how does this differ from installation?	No. Responder may propose what services they will offer. States will determine services and if they will allow offered services. Definitions may vary among responders for installation and staging/deployment and responders should provide a description on the 3 specification page.
213	72	4 band 1 desktop page 4	Break Fix-NonWarranty, is this a mandatory item? This is very difficult to provide due to the different cost structures for locations of equipment outside of warranty. There would be different rates for different locations in addition there would be cost for parts. It would be impossible to respond to this request without all the information and request this item be removed.	No. Responders are encouraged to provide options available as related peripherals and services and may be considered in the evaluation.
214	72	4 band 1 desktop page 5	This requests a specific Intel processor. As these change rapidly suggest this be amended to Intel Core i5 or higher to allow for replacements much easier	The market basket establishes a minimum requirement for which the responder may propose a product that meets or exceeds that specification.
215	72	4 band 1 desktop page 6	Are the options / Upgrades a mandatory requirement? If yes, not all OEM's offer upgrades or sell 3 rd party items. This would preclude some OEM's from responding therefore we request the options/upgrades be changed to optional for the response.	No, options/upgrades are not mandatory. The scope of the contract is for computer equipment. However, responders are encouraged to provide options available. Related peripherals/options/accessories and services may be considered in the evaluation.
216	72	4 Band 2 – laptop, page 5 & 6	Docking station or port replicator are required in specifications. Many laptops, ultrabooks etc., no longer offer these and they can be purchased third party from a company such as targus that are universal. Request this requirement be removed.	Responders are NOT required to provide options/upgrades/peripherals. Responders may provide pricing for options/upgrades/peripherals via a third party. Related peripherals/options/accessories and services may be considered in the evaluation.
217	72	4 band 2 laptop page 3	Page 3 reflects options/upgrades/peripherals. Not all OEM's offer upgrades to their standard configurations, request these be optional. In addition, the OEM may not offer third party products.	It is NOT mandatory to offer upgrades. It is NOT mandatory to offer third party products. Related peripherals/options/accessories and services may be considered in the evaluation.
218	72	4 band 2 laptop page 5 & 6	6-cell battery is required but the number of cells does not determine the battery life. Request to specify a battery life requirement in hours or Whrs for the laptops.	Review Revised Price WorkBooks for changes.
219	72	4 band 2 laptop page 5 & 6	Pointing device on keyboard is not an item supported by all OEM's. Request this be removed or changed to optional.	Alternate pointing devices are allowed
220	72	4 band 2 laptop page 5 & 6	The requirement of One Type II PC card or One Express Card/54Slot adds significant cost and there are limited applications that use these products. Request these cards be removed/replaced by the current standard to increase saving to customer and allow more laptops on the contract than would be able to if left as is specified.	Reivew revised Price Workbooks for changesThe market basket specifications are a base specification for evaluation purposes. A responder may offer a laptop without these items in their proposed product and service schedule.
221	72	4 band 2laptop page 5&6	Optical Drive is listed as mandatory when not all customers require. By listing this as a mandatory requirement the ultrabooks for business professionals that do not include on board will not be allowed to be offered. Request this requirement be removed to allow wider range of notebooks/ultrabooks to be offered	Reivew revised Price Workbooks for changesThe market basket specifications are a base specification for evaluation purposes. A responder may offer a laptop without these items in their product and service schedule.
222	72	4 Band 3 – Tablet, page 5	Storage: consider moving this to 8GB due to the addition of SDRAM that may be purchased separately and will add significantly to the storage capability, particularly with regards to Android Devices	Review Revised Price WorkBooks for changes.
223	72	4 Band 3 – Tablet, page 5	Would WSCA consider changing the tablet screen size to 7" to allow 7 and 8" offerings?	Review Revised Price WorkBooks for changes.
224	72	4 Band 3 – Tablet, page 5	Options: Charging doc, most tablets do not offer a charging doc, only a charger. Due to this request this requirement be removed.	This is NOT a requirement. Charging Doc is listed under optional items.
225	72	4 cost proposal	Large Format Displays are not specified or listed in the peripheral for pricing. These have been part of the previous contracts and are important items for SLED customers. Some of the solutions they provide are: Digital signage for bus dismissal systems; universities for classroom assignments; emergency alert at school campus or city/local government; Conference room displays; interactive white boards, Digital menuboads in cafeterias, etc. Will there be a new category added? If not, how do we include the large format displays, accessories and extended warranties in the offer? Large format display is considered 32" and above.	Large format displays are considered a peripheral and can be included in the Responder's proposed Product and Services Schedules. Peripheral configuration limits are \$5000 unless a State determines to raise or lower. A category could be named "large format displays" in a band if it is desired to provide a separate discount for these items.
226	72	4 Cost proposal Sheet – General request for addition of Zero Client	Will WSCA consider an alternative format zero client that allows the use of an existing display asset (75mm or 100mm VESA standard display) to be mounted to the Samsung NB-NH zero client stand to create an "All-in-One" zero client? • Note: Samsung's NB-NH places the Teradici chip set and connections in the base of the stand with the ability for add a 3rd party display to the unit to create an "All-in-One" zero client unit. The NB-NH will accept screen sizes from 17" to 27" and has the ability to produce 1920x1200 resolution in a dual screen configuration or 1900x1080 as a standalone single screen configuration.	Zero clients may be offered in the responder's Product and Service Schedule for consideration of inclusion to the contract. Band 1 includes zero clients and a separate category may be named in the discount tab to establish a separate discount if desired. The final product and service schedule will be negotiated with selected responder(s).

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227	72	4 Item 9	Bulk Pricing: To meet the mandatory requirements of the question, does the responder need to provide an offer for all three (3) of the scenarios given (Per Transaction Multiple Unit Discount, Cumulative, and Other Discounts), or may a vendor provide bulk pricing for at least one (1) of the scenarios?	The responder does not need to provide all three scenarios. The response is to include one or multiple options to provide additional bulk volume discounts. Quantity discounts may be a factor in the award of the pricing points. Responder may also describe promotions in response to Section 3D17.
228	72	4 peripherals, Displays	With regards to Thin Clients, Based on the published Market Basket Specifications, will WSCA accept a 21.5" zero client that is larger than specified with the 19" category that meets the requirements of Wide-Format WSXGA compatible? There are not any published specifications for thin clients in any of the categories and we are assuming the display specifications apply	Although thin clients are not asked for in the Market Basket, they may be provided on the Product and Services Schedule. Band 1 includes thin clients and a separate category may be named in the discount tab to establish a separate discount if desired.
229	72	4 Peripherals, printers	The specifications for printers are for color and Mono. There are not specifications for MFP's. Please confirm the color and mono MFP's must only meet the specifications as listed for the printers. If not will new specifications for a color and mono MFP be added to the peripherals to be offered?	The market basket specifications are for a color and mono printer. Market Basket specification are for pricing comparison and do not prevent a responder from providing additional MFPs in their proposed Product and Service Schedule.
230	72	4	Server Specs. There seems to be a requirement for two servers, the specs only describe one.	There are market basket specification for two servers. See revised price workbooks.
231	72	4: 1&3	Education price list (page 72): does that refer to education entities making the purchase? Or did you mean the WSCA list price, ie. the list price of the product or part number??	The Responder must designate "Base Line Price List". One example/option suggested is to submit an established education price list.
232	72	band 2 laptop page 5&6	Hard drive is requested for these products at 7200 RPM HDD, request the minimum spec be lowered to 5400RPM to allow wider range of product to be sold and lower cost to customers.	Review Revised Price WorkBooks for changes.
233	72	band 2 laptop page 6	This requests a specific Intel processor. As these change rapidly suggest this be amended to Intel Core i7 or higher to allow for replacements much easier	The specifications in the price workbook are a minimum base specification for evaluation purposes. A responder may offer a variety of laptops in their product and service schedule.
234	72	band 2 laptop pages 5 & 6	This requests a specific Intel processor. As these change rapidly suggest this be amended to Intel Core i5 or higher to allow for replacements much easier	The specifications are a minimum base specification for evaluation purposes. A responder may offer a variety of laptops in their product and service schedule.
235	73	4:3	Will cost proposals be provided in Microsoft Excel spreadsheet format?	Yes, the price workbooks will be released in excel via an addendum.
236	73	4:3	A Baseline Price List is requested in an electronic copy and hard copy. Due to the enormous size of a hard copy, where would this be included? Respondent would respectfully request electronic copy only to minimize the impact on the environment.	No, a copy of the baseline price list is needed with the response. If there are technical difficulties with the electronic file, a hard copy is required to be included with the response.
237	73	4:3	If a Respondent doesn't have baseline price list available for custom services, will that eliminate those services from being available if the Respondent provides a competitive discount and offers a list price and contract price quote for auditing purposes upon request for the procuring entity?	A baseline price list is required. Custom Services are optional.
238	73	4:3	Is the Baseline Price List required to be organized by Band?	No. It is not required for the Baseline Price list to be provided by band.
239	73	4:3	Vendor understands that discounts must remain firm, but can the list price change over the course of the contract term?	Yes.
240	73	4:3	Is the firm List price requirement only for the Manufacturer branded product, excluding third party software and hardware associated to the band since that would be beyond Respondent's control?	A firm price list is NOT required. The price list may change. The discounts provided in the price workbook must remain the same or be increased.
241	73	4:8	Is the PSS discounts schedule/summary required to be organized by Band in the same format as outlined on page 126 of the PDF Sample?	The PSS provided was a sample only. Per Section 4: Item 8: The products, services and format for the final PSS will be finalized during negotiations.
242	73	4:8	Do you require that the PSS also be provided in an Excel file that shows WSCA-NASPO pricing by line item (a pricelist) for each current product and service included in the bands?	Yes.
243	73	4:8	Please clarify where in the RFP file an example is shown.	Section 6: Exhibit E
244	73	4:8	It appears that only a sample Cost Proposal-Price Workbook was included. Is the PSS the same as the Cost Proposal -Price Workbook?	No, the PSS and the Price Workbook are different. As stated in Section 4: Item 2: Final Excel Price workbooks will be published via an addendum. The Price Workbook is the tool to be utilized for evaluation. The PSS will show the responder's full offering and be negotiated upon final award. See section 4 for more details on what is to be submitted with the cost proposal which includes 1) Baseline Price List with specific date named in RFP 2) Proposed Products and Services Schedule 3) price workbooks for applicable bands proposed by manufacturer
245	73	4:8	The PSS "minimum discount" pre-calculated price point has historically been published publicly on the current Contract Vendor's approved website. Currently the guaranteed minimum discounts are provided to procuring entities upon request for auditing purposes and is not published publicly. Respondent respectfully requests that this option still be made available without being considered an exception.	For the purposes of this solicitation, the responder must name an established base price list, provide minimum discount and categorized exceptions for each band. These items may become part of the Master Agreements which are public information.

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246	73	4:14	Trade In Program Pricing. When a product is traded in for a credit towards the purchase of new product, the trade in value is based on many factors, including, but not limited to product age, type, upgrades, warranty and quantity to name of few. In order to provide pricing, respondents would require more information. Is it the intent to only provide details on the Trade In Program due to the fact that pricing would not be available without more information?	Responder must determine how to provide response details and pricing. Each State will determine if and how they will utilize a "Trade In" program.
247	73	4: Item 8	If the required PSS format includes a list price column, is WSCA willing to waive the requirement for a baseline price list	No. The PSS and Baseline Price List serve different purposes and are two different requirements for the purposes of the RFP. Per Section 4: Item 3: The responder must designate a Base Line Price e.g. MSRP and describe how the designated Base Line Price List will be accessed and verified. It is understood the Basline price list fluctuates. All historic versions of the Baseline Price List must be made available upon request pursuant to the audit provisions. The dated Baseline Price List provided shall be used for completing the cost proposal when "List/MSRP" price is requested. Section 4: Item 8 details the requirements for the PRODUCTS AND SERVICES SCHEDULE (PSS). Responders must submit with their COST proposal a proposed Product and Services Schedule including all the products and services offered within each band in Excel format. A sample has been provided in the attachments for reference in section 6. Other formats are acceptable. The products, services and format for the final PSS will be finalized during negotiations.
248	75		Leasing. This section notes that if leasing is being provided to include rates. Leasing rates are based on the current market conditions which are subject to change. Vendors that provide a leasing option would typically provide a lease rate that is valid for 90 days and is subject to change after that time, until the equipment is accepted at which point the lease rate is fixed for the term of the lease. Lease rates can also be impacted by other factors such as monthly, quarterly or annual invoice requests, revenue volume tied to a specific configuration and quantity. Lease pricing is also dependent upon the structure selected; 1) Finance Lease, or 2) Operating Lease/ Fair Market Value True Lease (FMV). If lease rates are to be provided for the current 90 day period contingent on the current market conditions, what type of lease structure, frequency of payment invoicing, configuration and quantity should be utilized?	Responders may provide current rates and available options. The responder may describe their lease program in detail and how rates are set and determined. Each State will determine if and how they will utilize a Leasing Program.
249	75		May lease rates provided for the bid response be valid for 90 days, since most procuring entities request 90 days, or should Respondents provide lease rates of 180 days, or both?	Yes, the responder may provide lease rates for 90 day or 180 days. The responder must determine how to present Leasing Rates. Each State will determine if and how they will utilize a leasing program.
250	75	tradein	With regards to this term it requests that if a trade in program is provided please provide pricing. To provide pricing it is required to know what products are being traded in and the age as well as the quality of the product. We have the ability to provide the program overview and request the pricing requirement be removed and amended to read that it will be provided upon receiving the information of the specific equipment to be traded in.	The responder must determine how to present "Trade in" Program. Each State will determine if and how they will utilize a trade in program.
251	76	5	Is it necessary to include this section with our response?	Responders may acknowledge they have read, understand and comply to this Section.
252	78	6	Is it necessary to include the sample Attachments (A-H) in our response? These files seem to be informational only.	Responders may acknowledge they have read, understand and comply to this Sections.
253	79		Will the State of MN allow for the OEM contract to be fulfilled by the named partners? With regards to the other states, will they also allow the named partners to fulfill the order, shipping, invoicing obligations?	This will be negotiated with each State in their Participating Addendum.
254	110	MODEL PARTICIPATING ADDENDUM	Respondent would respectfully request a sample Model Participating Addendum template with the Master Agreement to provide items to consider for those participating States or entities to use as a basis for response.	The Model Participating Addendum is a sample only and will be provided to States for their use. Since each State varies greatly, the final participating addendum for each State may look quite different than the Model provided.
255	111	MODEL PARTICIPATING ADDENDUM	Many of the eligible and procuring entities simply note the State PA number, WSCA-NASPO MA number or even make their selection by simply noting WSCA or WSCA-NASPO on the PO. If this is mandatory to have exact language, this could impact order processing for many Vendors and the message to the hundreds of thousands of political subdivisions such as local and education agencies in a given State. Respondent would respectfully request this to be modified to indicate instead that a clear contract selection should be noted on the PO or confirmed via email or other form of writing if a contract number is not noted upon receipt.	The Model provided is a sample only. Each participating state and/or authorized entity will negotiate the final participating addendum with the selected Contract Vendor(s)

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256	111	MODEL PARTICIPATING ADDENDUM	Is this (price agreement number) in conflict with 5.1? 5.1 states:) Mandatory Language "PO is subject to NASPO Contract # XXXXX" . Price Agreement number states: All purchase orders issued by Purchasing Entities within the jurisdiction of this participating addendum shall include the Participating State contract number: [insert appropriate number] and the Lead State price agreement number: xxxxx.	The final ordering process will be negotiated with the participating State. The Model is a sample only and each State will develop a final Participating Addendum to be utilized and final language will be provided to the Contract Vendor(s) when negotiating with the Participating State/Authorized participating entity.
257	111	MODEL PARTICIPATING ADDENDUM	Mandatory Language "PO is subject to NASPO Contract # XXXXX" - should that be WSCA-NASPO?	Yes. The Model is a sample only and each State will develop a final Participating Addendum to be utilized and final language will be provided to the Contract Vendor(s) when negotiating with the Participating State/Authorized participating entity.
258	111	MODEL PARTICIPATING ADDENDUM	Please clarify: The proposed language in the RFP says "Orders can be made out to either a) Contractor or b) to an AUTHORIZED reseller depending upon the preference of the Participating State or other participating legal entity.: However, it is the Contractor who decides how they will utilize Partners and offers the option(s) to be agreed upon in the individual PA, Shouldn't the language in the Master Agreement read: "Orders can be made out as described by the Contractor in the Participating Addendum"?	It is up to the participating State if and how they will utilize resellers. The Model is a sample only and each State will develop a final Participating Addendum to be utilized and final language will be provided to the Contract Vendor(s) when negotiating with the Participating State/Authorized participating entity.
259	111	MODEL PARTICIPATING ADDENDUM	#4 states orders can be made to either a contractor (OEM) or an authorized reseller depending on the preference of the Participating State. Please provide a list of the states that will allow authorized resellers to fulfill order, shipping and invoicing obligations.	It is unknown which States will allow authorized resellers. This will be negotiated with each State in their Participating Addendum.
260	118	FORMS	Is it mandatory for EFT? If yes, will authorized reseller/partner be able to fulfill this requirement?	The EFT Form provided is for the State of Minnesota . It will be determined in the MN Participating Addendum negotiation whether the use of partners are allowed. Other States may also have this requirement.

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Abba Technologies, Inc.

ABN Technologies

Ace Computers

Advanced Communications & Electronics

AirTight Networks, Inc

Apple Inc.

Brother International Corporation

ByteSpeed

CAD Masters, Inc.

CamNet, Inc

Campbell Technology Consultant

CB Technologies, Inc.

CDW

CDW-G

Cisco Systems, Inc.

CounterTrade

CP

CTL

Dell

EarthWalk Communications, Inc.

Educational Resources

EMC Corporation

Equus Computer Systems

FireFly Computers

Fujitsu America, Inc.

Government Contract Services

Grace Global

Hewlett Packard Company

Hitachi Data Systems

Howard Technology Solutions

Hubb Systems, LLC

Hypertec Direct

IBM Corporation

Ingram Micro

Konica Minolta Business Solutions, USA

Kyocera Document Solutions

Lenovo

McAfee

Microsoft

MobileDemand

NCS Technologies, Inc.

NetApp Inc

Nordisk Systems

Oracle

Panasonic

Peak Mountain Technology Solutions

Percolate Solutions, Inc.

Quantum Corp.

Right! Systems, Inc.

Samsung Electronics America, Inc.

Silicon Mechanics

Synergetics DCS

Transource Computers

Transource Services

Unistar-Sparco Computers, Inc.

ValuTrack, Inc

ViON Corporation

Xerox

Xi3 Corporation

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ADDENDUM 5 - RESPONSES TO QUESTIONS DUE 11/22/13

#	PAGE	SECTION	QUESTION	ANSWER
1	8	Page 8, E. Product Band and Definitions	If a vendor is not offering a desktop but wants to offer their Thin and Zero clients how do they reflect this offer for this section?	Thin clients and zero clients are also allowed in Band 2: Laptop. Thin clients and zero clients are not listed in the Market Basket, but may be included in the Product and Service Schedule. Manufacturer specific items may be substituted for the minimum specification if the manufacturer is able to provide an approved equal. The lead state reserves the right to reject any or all responses that are not an approved equal.
2	11	Page 37 Section 30	Page 11, definition of FOB Destination and page 37, Section 30 do not seem to be completely in alignment, especially since the definition of Acceptance on page 11 indicates that the Purchasing Entity shall determine whether products and services meet contractor specifications and acceptance testing may be negotiated by the individual State. That is, it is not clear that acceptance testing will be performed only by the vendor – it could be performed by the State. Will the State consider removing “unless there is acceptance testing required” from the definition of FOB Destination and re-stating page 37, Section 30 as “Goods and/or equipment will be delivered FOB Destination; however the Contract Vendor or its authorized agent will be responsible for loss or damage to the goods and/or equipment resulting from the Contract Vendor or its authorized agent’s negligent handling, testing, or operation of the goods and/or equipment after delivery.”?	The Acceptance definition has been deleted. See Section 2B28 for Term relating to Acceptance and Acceptance Testing.
3	19	17B	Must the proof of authority for the Authorized Signature be included in the RFP response? (page 19, section 17.b)	No, it does not need to be included. Per the RFP, Proof of authority shall be furnished upon request.
4	19	17B	Can a corporation provide a copy of its corporate signature policy which names the authorized signatory as proof of Authorized Signature? (page 19, section 17.b)	Yes.
5	59	Section 3.A.1	This question asks vendors to verify they are a manufacturer of each band proposed. What would the state like respondents to provide to show they are a manufacturer?	Responders must determine the best way to provide verification and/or proper documentation.
6	67	Page 67, D	Does the State of MN allow for OEMs to responding to utilize partners to fulfill on behalf of the OEM? This includes take orders, ship, invoice, etc. The OEM understands that ultimately they are responsible for all terms.	Yes, the solicitation allows manufacturers to utilize Partners, however it is up to each State to determine if and which partners will be utilized.
7	122	Exhibit D	Regarding the Volume Sales Reports, can you confirm several items which may be different than the previous reporting structure?	Final reporting structure and fields will be addressed upon Contract Award.
8		2C13	In Q&A #117, it was stated that MSDS copies may be provided via an electronic link with the delivery. Does this mean it is Vendor’s responsibility to provide the link to each end user upon purchase, or is it acceptable for Vendor to provide the link on its WSCA-NASPO website so that end-users may access the link and pull the related MSDS? If it is Vendor’s responsibility, Vendor will need to be provided an email address of where to send the link.	It is acceptable to provide MSDS links on the WSCA-NASPO website for end-users to access. The link to the site could be provided to the end user upon delivery on a packing slip.
9		3A #3	While all attempts will be made to identify 3rd party products initially, will the Vendors be able to request the addition of 3rd party products, within their pre-approved bands, through out the life of the contract, using the quarterly WSCA-NASPO product/services request process?	Yes.
10		Accessories	There is no mention of monitor mounts in the request. Monitor mounts provide ergonomic, space, and durability benefits that can improve worker productivity and extend the life span of equipment. Is there any possibility that you'd be willing to add monitor mounts to the current RFP?	Monitor mounts are allowed to be sold as an accessory by a Contract Vendor. The Contract Vendor must manufacture equipment in Bands 1-6 and may add third party products to their product and service schedule such as monitor mounts if they do not manufacture the product.
11		Band 1	Desktop Configs 1&2- Would WSCA consider leveraging Intel integrated graphics card on the desktops and laptops in lieu of an additional graphics card? Dedicated video is now 756MB on the new Intel Haswell 4th generation processors and should be more than enough for end users initially requiring a 512MB discrete graphics card. Additionally, with the Intel Integrated graphics a user can support up to 3 independent monitors.	For purposes of evaluation, the minimum requirement for the market basket desktops will remain with discrete video. Desktops with integrated memory may be offered under the contract and included with the PSS. Manufacturer specific items may be substituted for the minimum specification if the manufacturer is able to provide an approved equal. The lead state reserves the right to reject any or all responses that are not an approved equal.
12		Band 1	Desktop Configs 1&2- May we provide pricing on a 256GB SSD in lieu of a 500GB SSD as we currently do not have a 500GB SSD available? In addition, may we quote a 500GB hybrid drive (500GB 7200 + 8GB SSD) to satisfy the 500GB requirement?	For purposes of evaluation, the minimum requirement for the market basket desktop options will remain with the stated specifications, therefore responders should meet minimum requirements or provide an approved equal. The options are not required, however may be considered in evaluation. Options that do match the market basket specs may be offered under the contract in the PSS. Manufacturer specific items may be substituted for the minimum specification if the manufacturer is able to provide an approved equal. The lead state reserves the right to reject any or all responses that are not an approved equal.
13		Band 1	Is WSCA/NASPO also interested in Driver or Recovery media for the Desktops?	These may be provided in the Product and Service Schedule, however is not a part of the market basket pricing submission requirements.

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14		Band 1	The desktop config specify 4GB and 8GB configurations with upgrades to 8GB and 16GB respectively. 32-bit Windows only addresses less than 4GB?	Band 1: Desktop configurations minimum requirement has been changed to 64-bit windows and provided via Addendum 5.
15		Band 1	Band 1 Desktop SPECS Item 1, Row 21, HDD cache size, 32Mb specified - Vendor respectfully requests the hard drive specification be revised to 16MB to provide greater choice that would not impact one Vendor over another Vendor's proposal covering the minimum specifications and subsequent pricing to ensure a fair competitive response for evaluation?	Item 1 Hard drive cache will remain at 32MB.
16		Band 1	Band 1 Desktop SPECS Item 2, Row 21, HDD cache size, 64Mb specified - Vendor respectfully requests the hard drive specification be revised to 16MB or 32MB to provide greater choice so that one Vendor over another Vendor is not impacted when providing the Manufacturer proposal specification and subsequent pricing to ensure a fair competitive response for evaluation.	Item 1 Hard drive cache will remain at 64MB.
17		Band 1	If an OEM does not offer a desktop that meets the market basket item but has Thin Clients and Zero clients to offer in this band, do they list the other products offered in the equipment pricing tab and leave the market basket blank?	Manufacturer specific items may be substituted for the minimum specification if the manufacturer is able to provide an approved equal. The lead State reserves the right to reject any or all responses that are not an approved equal. Thin clients and zero clients are also allowed in Band 2: Laptop. Thin clients and zero clients are not listed in the Market Basket, but may be included in the Product and Service Schedule. The State reserves the right to eliminate an item from consideration from all responses, enter the highest price item of all responses received when an item has not been provided by a responder, request additional pricing items for consideration, clarify pricing responses with responder(s), include options, quantity discounts and/or services for basis of calculating the cost utilized in evaluation. A third party product may be offered. If responder does not have an offer they may state "no offer".
18		Band 1	Desktop Configs 1&2. Would WSCA please consider adjusting # of open memory slots to 1 as to include smaller footprint desktop computers? In doing this, end users could see max memory at 16GB (8GB x2) which is more than enough considering that Windows 7 32bit utilizes less than 4GB of RAM.	For purposes of evaluation, the minimum requirement for the marketbasket desktops will remain at 2 open slots. Desktops with 1 open memory slot may be offered under the contract in the PSS. Manufacturer specific items may be substituted for the minimum specification if the manufacturer is able to provide an approved equal. The lead state reserves the right to reject any or all responses that are not an approved equal.
19		Band 2	For the Laptop Band, could there be an additional processor added ---Intel® Core™ i5-3320M vPro™ Processor ?	The pricing workbook lists minimum specifications. Items proposed must meet or exceed the minimum. Manufacturer specific items may be substituted for the minimum specification if the manufacturer is able to provide an approved equal. The lead state reserves the right to reject any or all responses that are not an approved equal.
20		Band 2	SPECS Item 2, WSCA currently has a 5lb requirement on a 15.6" notebook. Would WSCA please consider changing the weight to a 5.5lb maximum as to allow for all Manufacturers to respond?	This specification has been changed to less than 6 pounds in Addendum 5 Pricing Workbooks.
21		Band 2	Band 2 Laptop SPECS Item 1, Row 16, Processor, Core i5-4200U specified - Vendor requests a clarification since the minimum specification notes the processor and the requirement for vPro, however the processor does not support vPro. Please clarify the processor selection or vPro support.	Processor has been changed to i5-4300U which supports vPro in Addendum 5 Pricing Workbooks.
22		Band 2	Band 2 Laptop SPECS Item 2, Row 16, Processor, Core i7-4500U specified - Vendor is requesting a clarification since the minimum specification notes the processor and the requirement for vPro, however the processor does not support vPro. Please clarify the processor selection or vPro support.	Processor has been changed to i7-4600U which supports vPro in Addendum 5 Pricing Workbooks.
23		Band 2	Band 2 Laptop SPECS Item 2, Row 25, Weight, Weight maximum 5 pounds, specify actual weight including battery specified - Vendor respectfully requests a modification to the weight to maybe something like "sub-6 pounds" to provide each Vendor the ability to provide a proposal to the specification. We believe that most have a solution that may be the weight by an ounce or two. This will ensure a fair competitive response for evaluation purposes.	Specification has been changed to less than 6 pounds in Addendum 5 Pricing Workbooks.
24		Band 2	Band 2 Laptop SPECS Item 2, Row 30, Video screen size and type, 15" WXGA TFT or WLED HD. Multi-Touch enabled specified - We respectfully request that "Multi-Touch enabled" be relaxed to an optional selection to provide each Vendor the ability to provide a response to this section to ensure a fair competitive response for evaluation purposes.	Specification has changed to 15" WXGA TFT or WLED HD in Addendum 5 Pricing Workbooks.

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25		Band 2	Band 2 Laptop SPECS Item 2 - With the specifications as currently defined, it does not appear that any major OEM notebook vendor can meet the combination of requirements. We respectfully request that select requirements (such as screen size, weight, and/or multi-touch enabled screen) be relaxed to allow for each Manufacturer to provide a response for a fair competitive evaluation.	Specification changes have been made to Band 2 in Addendum 5 Pricing Workbooks.
26		Band 3	SPECS 1 from BAND 3 If you look at the headings the Manufacturer Part # is incorrect. The information from this cell populates a field in Equipment Pricing worksheet which is looking for a price. There are fields that are locked and therefore you cannot input into those field i.e. the Minimum Requirements field which asks for a description. We have also found some fields do not wrap the text so you cannot see our entire response unless you focus on that particular field. We have also found some of the information that is input is placed at the bottom of the column instead of the top and in one instance the information is centered in the field. As the documents are locked, can we get unlocked versions of these workbooks or should we just submit our information in their current form?	Revisions have been made to Band 3 in Addendum 5 Pricing Workbooks. The workbooks are locked, however there is not a password and responder may revise as needed without changing any minimum requirements.
27		Band 3	Tablet Workbook, Specification 1 Upgrade Options, there is no place for the List price, but if you put the list price under the column header "Manufacturer Part#" it will populate correctly to the equipment pricing tab. Will an updated workbook be provided so that the part number can be included?	Tablet workbook has been adjusted to now read "Manufacturers SKU #" and "List price" in Addendum 5 Pricing Workbooks.
28		Band 3	Tablet Workbook Specification 2, Upgrade Options, if you put in the list price it does not auto populate to the equipment pricing tab. Will an updated workbook be created so the list pricing auto populates like the other tabs?	Tablet workbook has been adjusted so that the list price and other information will auto-populate correctly in Addendum 5.
29		Band 4	On the SPECS Item 1, it appears that Laptop specs are being used. Please advise as to Server specs for this Market Basket item.	The pricing workbook has been corrected in Addendum 5.
30		Band 4	We respectfully request the printers be removed from the Market Basket for Servers. Printers are not part of enterprise or data center Server configurations, therefore seem not applicable to determining evaluated price for Servers.	These are optional, however, may be considered in evaluation. The State reserves the right to eliminate an item from consideration from all responses, enter the highest price item of all responses received when an item has not been provided by a responder, request additional pricing items for consideration, clarify pricing responses with responder(s), include options, quantity discounts and/or services for basis of calculating the cost utilized in evaluation. A third party product may be offered. If responder does not have an offer they may state "no offer".
31		Band 4	The specs for server #1 seem to be referencing some server specifications and some for a notebook. Will there be a clarification/correction for server 1?	Band 4, Server 1 specifications have been changed in Addendum 5.
32		Band 4	Server Workbook, Service Specifications note a two year and a three year warranty on desktop 1. Servers carry a standard 3 year warranty. Further, Desktop is noted in other sections of the Services. Will this section be modified to reflect the Server Specifications?	Desktop references have been corrected in Addendum 5. If servers carry a standard 3 year warranty, provide a comment in the "Manufacturer's Proposal" column.
33		Band 4	Server Workbook, Server minimum specifications note a Video screen size and type. Servers do not include a Video screen, is this requirement to include a monitor as part of the Server configuration standard?	Server specs have been adjusted, including the removal of the video screen requirement in Addendum 5.
34		Band 4	Server Workbook, Server minimum specifications note an EPEAT bronze level. At this time, EPEAT does not have a classification for EPEAT certification for Servers, therefore no Server offering will have EPEAT certification since it is not available. Will this be updated?	Server specs have been adjusted, including the removal of the EPEAT requirement in Addendum 5.
35		Band 4	Server Workbook, Server specifications include a line item for delivery. Delivery is not a specification. Vendor would respectfully request this be removed to ensure a fair and competitive evaluation of product pricing.	Server specs have been adjusted, including the removal of the delivery requirement in Addendum 5.
36		Band 4	Server Workbook, Server Option/Upgrades request a description to be included under the Minimum Requirements, however those fields are locked/protected. Will an updated version be provided to allow for the descriptions to be added as requested?	Server specs have been adjusted in Addendum 5.
37		Band 4	Server workbook specifications 1 & 2 note a video screen type, sound and keyboard. These items are not server configurable but offered as a rack option. Vendor respectfully requests verification if these items are to be included as part of the Server configuration or as an upgrade/option? If not, will an updated workbook be provided?	Server workbook has been adjusted to remove the requirements for video screen type, sound, and keyboard in Addendum 5.
38		Band 4	Server workbook specifications 1 & 2 note a PC battery type, not applicable to the Servers. Will an updated workbook be provided since these specifications are not applicable to Servers?	Server workbook has been adjusted to remove the battery requirement in Addendum 5.

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39		Band 4	Server Workbook, Service Specifications; SE1S-5 - If a Respondent offers image loads on site or in post-manufacturing "Staging Facilities," since most Servers are not imaged in the factory, can a respondent provide that pricing with part number noted as custom part number to be determined?	Yes.
40		Band 4	Server Workbook, Service Specifications; SE1S-6 - If a Respondent offers Custom Image Consulting on site or in post-manufacturing "Staging Facilities," can the Respondent provide pricing for post manufacturing on-site with the part number noted as custom part number to be determined? Custom Image Consulting work would be on a Time and Materials basis.	Yes.
41		Band 4	Server Workbook, Service Specifications; SE1S-7. If a Respondent also offers asset tagging on site or in post-manufacturing "Staging Facilities," can a respondent provide on-site service pricing with part number noted as custom part number to be determined?	Yes.
42		Band 5	Storage Workbook, Service Specifications refer to desktops for a 1 and 2 year warranty. Storage products come with a minimum of three year warranty. Will the Services section be updated to reflect the Storage configurations instead of Desktops?	Server specs have been adjusted including the correction of the service specifications in Addendum 5.
43		Band 5	Storage Workbook, Services Specifications; ST1S-3. This section notes Desktops, which typically do require Accidental Damage protection since Desktops and laptops are used in the front office environment and purchased for individual use. Since Servers are not used in the front office environment, would this still be applicable?	Server workbook has been adjusted to reference servers, not desktops in Addendum 5.
44		Band 5	Storage Workbook, Services Specifications; ST1S-5. If a Respondent offers image loads on site or in post-manufacturing "Staging Facilities," since most Storage devices are not imaged in the factory, can a respondent provide that pricing with part number noted as custom part number to be determined?	Yes.
45		Band 5	Storage Workbook, Services Specifications; ST1S-6. If a Respondent offers Custom Image Consulting on site or in post-manufacturing "Staging Facilities," since most Storage solutions are not imaged in the factory, can a respondent provide that pricing with part number noted as custom part number to be determined? Custom Image Consulting work would be on a Time and Materials basis.	Yes.
46		Band 5	Storage Workbook, Service Specifications; ST1S-7. If a Respondent offers asset tagging on site or in post-manufacturing "Staging Facilities," since most Storage solutions are not imaged in the factory, can a respondent provide that pricing with part number noted as custom part number to be determined?	Yes.
47		Band 5	Storage Workbook items 1&2 (ST1B-1/ST2B-1) – Vendor requests a specification of operating system management support as well as supported Licenses. These items are used by a NAS Devices and commonly used on servers. Will an updated workbook be provided to incorporate a change to this specification?	Storage workbook adjusted in Addendum 5.
48		Band 5	Cell B7 states "Identify Baseline/List Pricing Utilized". Please clarify what we are to enter in C7 by providing example(s).	The responder should provide the name of the BaseLine Price list utilized e.g. MSRP, Education, Government, SLED, Manufacturer.
49		Band 5	We do not provide printers and monitors - we do not provide these. Do we put n/a in these sections.	These are optional, however, may be considered in evaluation. The State reserves the right to eliminate an item from consideration from all responses, enter the highest price item of all responses received when an item has not been provided by a responder, request additional pricing items for consideration, clarify pricing responses with responder(s), include options, quantity discounts and/or services for basis of calculating the cost utilized in evaluation. A third party product may be offered. If responder does not have an offer they may state "no offer".
50		Band 5	Storage Replication support – how many units at one time need to be replicated?	Storage replication support is an option, not a minimum requirement. Please describe under "Manufacturer's Proposal" what your company has to offer.
51		Band 5	What about alternative replication software (3rd party)?	Storage replication support is an option, not a minimum requirement. Please describe under "Manufacturer's Proposal" what your company has to offer.
52		Band 5	We respectfully request the printers be removed from the Market Basket for Storage. Printers are not part of enterprise or data center Storage configuration, therefore seem not applicable to determining evaluated price for Storage.	These are optional, however, may be considered in evaluation. The State reserves the right to eliminate an item from consideration from all responses, enter the highest price item of all responses received when an item has not been provided by a responder, request additional pricing items for consideration, clarify pricing responses with responder(s), include options, quantity discounts and/or services for basis of calculating the cost utilized in evaluation. A third party product may be offered. If responder does not have an offer they may state "no offer".

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53		Band 5	Worksheet allows for up to seven categories with unique discounts for the band. How shall vendors communicate more than seven categories if they have more than seven categories?	The responder may edit their submission to include additional categories if needed.
54		Band 5	If vendor provides three years of warranty with the purchase of the system, should they enter "N/A" along with an explanation for STS-1 and STS-2?	Responder should indicate they meet the requirement and note that they exceed it.
55		Band 5	Normally, hardware and software "Warranty Upgrades" are priced differently as well as have different terms. How should vendors provide a different rate or discount to reflect these differences for hardware and software warranty?	Responder may include additional documentation to explain warranty upgrades to explain their response.
56		Band 5	Can we propose services for these items based on the STS-1 configuration only?	The Pricing workbook identifies if the services are to be proposed for the configuration. If not indicated, propose what is available for the band.
57		Band 5	Because the nature of Break Fix is Time and Materials, and does not have a Manufacturer SKU #, can we leave the SKU # field blank and provide our offering in the Manufacturer Proposal field?	Yes.
58		Band 5	Cell D9 requests a single SKU for the configured solution, however we don't have an assigned SKU for the stated Base configurations; the solution is a composite of many SKUs assembled to order and shipped as one logical unit, but with no Manufacturer SKU identifying the system as a whole. Should we enter the combination of SKUs listed in Column F rows 11 through 37.	Yes.
59		Band 5	Vendor is not clear what is meant by "Operating System – Snapshot". Please describe the requirement, as it applies to Band 5 Storage Equipment, in further detail and/or provide an example of the desired response so that we can respond appropriately.	The requirement has been removed. Storage workbook has been adjusted in Addendum 5.
60		Band 5	Vendor is not clear what is meant by "Operating System – licensed and Supported"? Please describe the requirement, as it applies to Band 5 Storage Equipment, in further detail and/or provide an example of the desired response so that we can respond appropriately.	The requirement has been removed. Storage workbook has been adjusted in Addendum 5.
61		Band 5	Vendor is not clear what is meant by "Operating System – Protocols". Please describe the requirement, as it applies to Band 5 Storage Equipment, in further detail and/or provide an example of the desired response so that we can respond appropriately.	The requirement has been removed. Storage workbook has been adjusted in Addendum 5.
62		Band 5	Vendor is not clear what is meant by "Operating System – Management Support"? Please describe the requirement, as it applies to Band 5 Storage Equipment, in further detail and/or provide an example of the desired response so that we can respond appropriately.	The requirement has been removed. Storage workbook has been adjusted in Addendum 5.
63		Band 5	"Operating System – host and capacity" indicates a minimum requirement of 300GB. Please describe the requirement in further detail and/or provide an example of the desired response so that we can respond appropriately.	The requirement has been removed. Storage workbook has been adjusted in Addendum 5.
64		Band 5	Should vendor indicate "N/A" for all yellow fields if they do not provide the identified peripheral?	These are optional, however, may be considered in evaluation. The State reserves the right to eliminate an item from consideration from all responses, enter the highest price item of all responses received when an item has not been provided by a responder, request additional pricing items for consideration, clarify pricing responses with responder(s), include options, quantity discounts and/or services for basis of calculating the cost utilized in evaluation. A third party product may be offered. If responder does not have an offer they may state "no offer".
65		Band 5	Minimum requirements for each of ST1S-1, ST1S-2, ST1S-3, and ST1S-4 indicate "desktop 1" as the subject system for minimum requirements. Should this be "ST1B-1" instead? QA #199 had responded to the same question with See revised RFP. However, this change was not made. Please clarify.	Storage workbook has been adjusted to reflect storage instead of desktop in Addendum 5.
66		Band 5	If vendor does not provide Image Loading Services (not commonly provided for Storage Band solutions) can we simply indicate so without being non-compliant?	These are optional, however, may be considered in evaluation. The State reserves the right to eliminate an item from consideration from all responses, enter the highest price item of all responses received when an item has not been provided by a responder, request additional pricing items for consideration, clarify pricing responses with responder(s), include options, quantity discounts and/or services for basis of calculating the cost utilized in evaluation. A third party product may be offered. If responder does not have an offer they may state "no offer".
67		Band 5	If vendor does not provide Image Consulting Services (not commonly provided for Storage Band solutions) can we simply indicate so without being non-compliant?	These are optional, however, may be considered in evaluation. The State reserves the right to eliminate an item from consideration from all responses, enter the highest price item of all responses received when an item has not been provided by a responder, request additional pricing items for consideration, clarify pricing responses with responder(s), include options, quantity discounts and/or services for basis of calculating the cost utilized in evaluation. A third party product may be offered. If responder does not have an offer they may state "no offer".

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68		Band 5	If vendor does not provide Asset Tagging Services (not commonly provided for Storage Band solutions) can we simply indicate so without being non-compliant?	These are optional, however, may be considered in evaluation. The State reserves the right to eliminate an item from consideration from all responses, enter the highest price item of all responses received when an item has not been provided by a responder, request additional pricing items for consideration, clarify pricing responses with responder(s), include options, quantity discounts and/or services for basis of calculating the cost utilized in evaluation. A third party product may be offered. If responder does not have an offer they may state "no offer".
69		Band 5	With Band 5: Storage having such large maximum configuration limit of \$500,000, can WSCA-NASPO waive the \$5,000 limit on peripherals for Band 5: Storage?	The Master Agreement restriction will remain at \$5000. Each Participating State has the option of raising or lowering configuration limits and may modify in their participating addendum.
70		Band 5	Storage Workbook Item 2 (ST2B-1) – Vendor requests specification on “NIC trunking/ teaming and fault tolerance.” This appears to be specific to a Server since this would not be applicable to storage arrays. Will an updated workbook be provided to incorporate a change to this specification?	The workbook has been adjusted and this line removed in Addendum 5.
71		Band 6	SPECS Item 1 and 2, would WSCA allow for a semi-rugged specification that would allow for all MIL-SPECS with the exception of waterproof (8 MIL-SPEC minimum)? In doing so, end users can realize significant savings if a waterproof system is not required, but other MIL-SPECS are needed.	The workbooks are for evaluation purposes only. Semi-ruggedized offerings will be able to be offered under the contract in the PSS and also in other bands if awarded.
72		Band 6	Do the market basket items describe the minimum specifications for each Band? In other words, and for example; in Band 6 – Ruggedized – is a 13.1” screen the minimum specification for a ruggedized unit on the contract?	The market basket items describe the minimum specifications for the item in the market basket, but not for the band. The market basket will be used to compare the specified items pricing among responders. The minimum requirement for band 6 screen size equipment is 13.3". Responders can offer above or below a 13.1" screen in their product and service schedule. Manufacturer specific items may be substituted for the minimum specification if the manufacturer is able to provide an approved equal. The lead state reserves the right to reject any or all responses that are not an approved equal.
73		Band 6	For the Rugged Band, could there be the notation for the screen or LCD to be 10" or more to allow for more products in this category? Or could an additional "SPEC item" be added to notate a 10" or more LCD?	The market basket items will be used to compare pricing among responders. A responder may provide additional offerings in their product and service schedule that are above or below the minimum requirements in the market basket.
74		Cost Proposal, Section 4 Items 1 and 4	It is unclear given your definition of Minimum Discount how a vendor would determine their minimum discount in a category for evaluation purposes. Please clarify how this existing methodology is determined to be a fair and reasonable evaluation resulting in best value for the customer.	The pricing provided in the market basket tab of the pricing workbook (as a result of the discounts provided) will be utilized to compare cost. The discounts are then utilized as a basis for verification of pricing throughout the life of the contract and for audit purposes.
75		Cost Proposal, Section 4 Items 1 and 4	Vendor strongly objects to the existing methodology as stated in the RFP for scoring cost based on Minimum Discount Percentage. The Minimum Percentage Discount offered is not relevant. The maximum % discount offered should be applied to the manufacturers "List Price" and the customer net price for a specified configuration should be determined and evaluated against other offers. The lowest net price should receive the maximum points. This method would base the Cost Proposal scoring on configurations in order to evaluate a vendor's net price against another vendor's net price, which in turn would ensure that a WSCA-NASPO customer receives the lowest available net price.	The scoring of cost is not based on the minimum discount percentage. The pricing provided in the market basket tab of the pricing workbook (calculated from the discounts off the baseline pricelist provided) will be utilized to compare cost. The discounts are then utilized as a basis for verification of pricing throughout the life of the contract and for audit purposes.
76		Discount Structure Tab	Cell 7C asks to identify the Baseline List Pricing Utilized. What do we enter here?	Responders are instructed in Section 4: Item 3 to: The responder must designate a Base Line Price e.g. MSRP, education price list in the price workbook.
77		Due Date	In order to have time to prepare a complete response after the next round of questions are answered we request the due date be extended to January 16 th , 2014. Taking into consideration Thanksgiving and Christmas this will allow the time needed to finalize the response for this large opportunity once the questions submitted on November 22 nd are answered. Thank you for your consideration.	Addendums may note any future extensions.
78		Due Date	Will the states consider an extension of the RFP due date until December 18, 2013?	Addendums may note any future extensions.
79		Due Date	Can the due date be extended to allow vendors due process?	Addendums may note any future extensions.
80		Due Date	Due to the requirements of this response as well as the Thanksgiving holiday, is WSCA-NASPO willing to consider an extension to 12/20?	Addendums may note any future extensions.
81		Full product offering	For the products being offered for each band beyond the market basket items please confirm this information is to be provided in the Product Service and Schedule listing included in the response.	Yes.
82		General	Can the Addendums 1-3 be provided in Word format?	No. Links for all documents in the addendums were provided in word format.
83		General	Based off the 2009 RFQ that we submitted are we able to replicate the same data that we first submitted but refresh with all the updates?	The current solicitation varies from the 2009 solicitation. Responders must decide how to respond to the current solicitation and requirements. This is a new solicitation.

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84		General	Since we've already been on the contract do we just need to update the pricing?	No. A complete proposal must be submitted addressing all requirements in the solicitation. This is a new solicitation.
85		PRICING SHEETS	If we are approved for a specific band (such as desktops) can we add and replace products within the same approved band throughout the contract?	Yes, with approval of the MN WSCA-NASPO Contract Administrator and utilizing the Action Request Form provided.
86		PRICING SHEETS	If a manufacturer does not make either printers or monitors, but does manufacturer products in another band, are they required to provide pricing for the peripherals (printers and monitors) in the price sheets?	No. These are optional, however, may be considered in evaluation. The State reserves the right to eliminate an item from consideration from all responses, enter the highest price item of all responses received when an item has not been provided by a responder, request additional pricing items for consideration, clarify pricing responses with responder(s), include options, quantity discounts and/or services for basis of calculating the cost utilized in evaluation. A third party product may be offered. If responder does not have an offer they may state "no offer".
87		PRICING SHEETS	Is there further direction on completing pricing workbook? Was the bidder's conference recorded and available for replay as I know you covered this in the conference in more detail?	The directions for completing the pricing workbooks is found in Section 4: Cost Proposal of the RFP. The preproposal meeting recording is not available.
88		PRICING SHEETS	On all the display options: If it does not specify that DisplayPort (DP) is required, do we assume that WSCA simply wants to know if it is included or not?	Peripheral 3 requires a Display Port (DP) interface to be included. Peripheral 4 is in blue italics and states "specify whether DP interface is included". Blue italic items indicate there is not a minimum requirement, therefore the responder needs to specify if a DP interface is included.
89		PRICING SHEETS	Are the peripherals listed in the pricing workbook the only peripheral items being considered/awarded under this contract? Do charging carts not fall under the scope of the contract.	The primary purpose of this contract is for Computer Equipment. The peripherals in the pricing workbook are for evaluation purposes. A computer manufacturer may offer additional peripherals and third party products in their Product and Service Schedules. Charging carts are within the scope of the contract when offered by an awarded vendor who manufactures computers.
90		Pricing Workbooks	For all workbooks in the Service Specifications, is this meant to be tied specifically to the product outlined for Spec 1 and 2?	Responders are to provide service available for the band as identified in the pricing workbook. If a specification is not identified for a service, propose for the band in general.
91		Pricing Workbooks	All Workbooks, Peripherals 1 & 2 (printers) minimum specifications show 32MB of memory for Color and 128MB for Black & White printer. The color printers require more memory than the black & white; were these meant to be the reverse? Will an update be provided?	B&W printer requires 32MB, Color printer requires 128MB. Pricing workbooks have been corrected in Addendum 5.
92		Pricing Workbooks	All Workbooks, Option Upgrades note to include a description under minimum requirements, however those fields are lock/protected. Will an updated version be provided that is unlocked so that descriptions can be included?	Enter description in the column "Manufacturer & SKU #"
93		Pricing Workbooks	Option/Upgrade all Bands: If one of the Option/Upgrades is included in the main specification/configuration, is it acceptable to simply note "included with configuration"?	Yes.
94		Pricing Workbooks	All Workbooks, Services Specifications & Discount Structure; Typically in the industry on-going non warranty support (sometimes referred to as Post Warranty) is offered either utilizing time and materials on a per incident basis or providing procuring entities the ability to purchase maintenance support, which can be purchased on a monthly or annual basis. These are based on the level of support and hardware configuration and age of the product since many times this could be for product that is over 3 years old and up to 10 years old. For this reason, providing an actual list price for these services for an entire portfolio of products in the last ten years and every service level available is an unbelievable task. Can a Vendor simply note the Time & Materials discount in the workbook?	Yes.
95		Pricing Workbooks	Which workbook tab should be used for vendors proposing full turn-key high performance computing cluster solutions systems comprised of multiple servers, switches, rack cabinet(s), and software rolled up into a single orderable SKU?	These would not be included in the pricing workbook. They would be included in the Product and Service Schedule.
96		Pricing Workbooks	Services Specifications; Warranty Upgrades to 2 and 3 year warranty. If a Vendor includes three year warranty for most of their products, how would the Vendor be able to show the discount that would apply for upgrades beyond three years since the workbook only asks for 2 year and 3 year?	Additional warranty periods may be provided in the PSS.

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97	Pricing Workbooks	Is it mandatory to respond to the market basket items for Bands 1, 2 or 3? Not all OEM's may have a devices that fits the minimum requirement for evaluation but has multiple other devices to list in their product and service schedule.	It is mandatory to respond to the base equipment listed in a band's market basket. Responders may respond to any or all bands. Responders must be a manufacturer of equipment in the band. Manufacturer specific items may be substituted for the minimum specification if the manufacturer is able to provide an approved equal. The lead state reserves the right to reject any or all responses that are not an approved equal. The State reserves the right to eliminate an item from consideration from all responses, enter the highest price item of all responses received when an item has not been provided by a responder, request additional pricing items for consideration, clarify pricing responses with responder(s), include options, quantity discounts and/or services for basis of calculating the cost utilized in evaluation. A third party product may be offered. If responder does not have an offer they may state "no offer".
98	Pricing Workbooks	For storage area networking, our company manufacturers Fibre Channel over Ethernet (FCoE) or Fibre Channel switches. After reviewing the price sheets for Band 5 – Storage, there are no such requirements or configurations present to offer these products. May we add this as a peripheral to another band we are bidding, or would the State consider adding additional specifications to band 5?	Switches are included in the definition of Band 5 on page 8 and also is an example of a peripheral. Although, they are not specified in the pricing workbooks, they may be included as part of the Product & Service Schedule.
99	PRODUCTS AND SERVICES SCHEDULE (PSS)	Does the evaluation team seek a separate PSS for each band, or a consolidated PSS that clearly denotes which products apply to each band in the bidder's submission?	The PSS may be consolidated or separated by Band. The final format will be determined upon contract award.
100	Q&A # 9	Does the Contract Vendor need to specifically identify all utilization partners who will fulfill orders under the awarded Master Agreement at proposal submission, or can utilization partners be identified individually with Participating Entities after Master Agreement award?	Proposer should respond with intended partners at the time of submission. However, agreements will be determined when negotiating Participating Addendums with each Participating Entity.
101	Q&A #53	Are links/pointers to free trials for subscription online software services that are always installed (in the ordinary course for retail) on the equipment permitted?	The publicity clause does not allow advertisements without pre-approval of the contract administrator.
102	Q&A 134 and 203	May a Contractor add new product SKUs during the term of the Master, and would those new product SKUs be subject to the same baseline price or MSRP and minimum discount as provided in the original bid under the Master Agreement (price list dated Nov.15, 2013)?	A contract vendor may add new product skus during the term of the Master with the approval of the MN WSCA-NASPO Contract Administrator. The pricing would be subject to the same discounts throughout the life of the contract. It is understood the baseline price may fluctuate.
103	Q&A 191	Regarding minimum band discount. It seems that the description of the minimum band discount, with the ability to establish categories within the band that may have discounts that are less than the minimum band discount is counterintuitive. Should the minimum band discount not represent the minimum discount offered for any sub-category within the band?	It is understood that there may be certain items that would carry a higher or lower discount in a band. Thus there is an allowance made to allow categorized exceptions to a minimum band discount. This way exceptions for discounts above or below the minimum are available. For example, a third party product or products with a lower established list price may have a discount less than the minimum if it is named as a categorized exception.
104	Q&A 204	For evaluation purposes on the workbook, if the PSP configuration meets the specification for Workbook Band 1, 2 or 3 can those prices be listed since the PSP is available for Quantity 1 or is the workbook only to include the Quantity 1 PSS discount price point for the specific category or category exceptions?	The pricing reflected in the market basket must be verified with the discounts provided in the discount tab. The market basket is to include the discount price based on the specific category and/or category exceptions listed in the discount tab. It could be possible to name a categorized exception PSP and utilize this discount in the market basket if the item matches the specification.
105	Q&A 236	Hardcopy price list and PSS price list. Some Manufacturers responding to all Bands will have a large volume of product that will produce up to 8" of paper double sided creating a massive amount of paper just for one price list. Would WSCA-NASPO consider only requiring a USB Drive or CD for those Manufacturers responding to all Bands with this type of large volume?	One printed hard copy and an electronic copy is required with the submission of the proposal.
106	References	Over the last four years we have worked primarily through the WSCA contract. We do have a few State and Local Government contracts but we have mainly focused on WSCA business. My question is can we use Participating Addendums as references?	Yes.
107	Section 1(F)(1), Dollar Limits	Now that Storage Software is permitted to be sold after purchase of Storage equipment does the Peripherals Dollar limit also apply Storage Software? (Often the price of Storage Software is much higher than just \$5,000, due to the nature of the Storage Band involving large units of equipment and Enterprise deployments.)	Software purchases are considered a part of the configuration limit of the equipment. Configuration is defined as the combination of hardware and software components that make up the total functioning system.
108	Section 1(H), Definitions, and Section 2(B)(28)	Since Acceptance Testing may now be negotiated by the Individual States, can we remove all the language starting from, "The Purchasing Entity will make every effort to notify the Contractor within (30) calendar days . . ." ? The individual State with the Contractor should be able to decide/negotiate which time period will be sufficient for notification of acceptance. Since the test is whether the products meet the manufacturer's Specifications, it is usually possible to determine this much sooner after delivery than 30 days. Typically ten days is plenty of time.	The Acceptance definition has been deleted. Section 2B28 has been deleted in its entirety and replaced with terms regarding Acceptance and Acceptance Testing.

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109	Section 1, G. Restrictions	Restrictions replacement language refers to only Server and Storage, while many large volume deployments for software on desktops, notebooks or tablets may be done on-site after the purchase and delivery of the product. Vendor respectfully requests that this be available for all bands.	Software for desktops, notebooks and tablets must be ordered with the original purchase. Service Deployment for large volume orders are negotiated with the Participating Entity.
110	Section 1, G. Restrictions	Replacement language refers to only Server and Storage, while many large volume deployments for software on desktops, notebooks or tablets may be done on-site after the purchase and delivery of the product. Vendor respectfully requests that this be available for all bands or at least the option to include this for each band if the procuring entity references on the Purchase Order that the software purchased is intended and related to the product purchase with a reference to that PO.	Software for desktops, notebooks and tablets must be ordered with the original purchase. It is possible for a Participating Entity to negotiate the deployment of the software purchased with the equipment on-site.
111	Section 1, G. Restrictions	Restrictions. Many procuring agencies require the ability to cut separate purchase orders for the hardware and the software purchase for all Bands, not just Server and Storage. Will you consider allowing procuring entities to note on the PO that the software purchase was intended at the time the hardware was procured so this is documented for auditing purposes for all bands?	This would be determined and managed by the Participating Entity.
112	Section 12	Page 24, Section 12 and Page 34, Section 18 Jurisdiction and Venue provisions are conflicting with respect to Participating States other than Minnesota. Will the State modify the language to eliminate the conflict?	The State does not see a conflict. Section 12 applies to the Order placed against the Master Agreement or the effects of the Participating Addendum. If a state has a dispute over their Order placed or their terms of their participating addendum, the venue is their state, not Minnesota. Section 18 applies to the Master Agreement Terms since Minnesota is the lead state and is responsible for drafting the RFP, negotiating the terms of the RFP, awarding the RFP and the negotiated terms of the Master Contract, the venue is Minnesota.
113	Section 2	Page 16, Section 2 and page 22, Section 2 Order of Precedence language indicates that, although the State may accept portions of a vendor's response to the solicitation, if the response is at variance with the solicitation, the solicitation language remains controlling, despite the State's acceptance of the response. Will the State modify the language to eliminate the conflict?	The Order of Precedence language has been modified. See revised RFP in Addendum 5. The solicitation language prevails unless a mutually agreed exception has been negotiated.
114	Section 2	Page 16, Section 2 and page 22, Section 2 Order of Precedence language indicates that, "Contract Vendor 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 the Master Agreement as an Exhibit or Attachment." If the vendor wishes to submit such terms and conditions (e.g., warranty and software licensing) for ultimate inclusion in an awarded contract, where does the State expect such terms and conditions to be located within the vendor's proposal?	The responder is to utilize the Exceptions Form provided in the solicitation.
115	Section 2 (32)	In order to consider, and agree with the terms as written, we are asking that the following broad statements be clarified - please define the meaning of, and full scope of the statement/requirement: (a) the product performs according to specifications (b) the Product is suitable for ordinary purposes for which such Product is used (c) the Product is designed and manufactured in a commercially reasonable manner. Does the statement "in the event of a defect in materials or workmanship," meet your requirement for warranty statement: (3) the Product is free of defects?	Section 5: Evaluation Process states: Points will be awarded based on the level of acceptance of the Terms and Conditions as specified in this RFP. Acceptance of all terms and conditions will result in the award of the maximum points available. Responders should note that the State reserves the right to pursue negotiations on any exception taken in Phase III. Responders should also note that the awarding of points does not automatically mean that the State has accepted the Responder's proposed language.
116	Section 2(B)(30)(a)	Since this clause address title, can we remove the reference to "computer programs" from the first sentence? Computer programs, even if created as part of this contract, will typically be licensed, and title/licensing of software has now been addressed elsewhere.	This term will not be changed at this time. Section 5: Evaluation Process states: Points will be awarded based on the level of acceptance of the Terms and Conditions as specified in this RFP. Acceptance of all terms and conditions will result in the award of the maximum points available. Responders should note that the State reserves the right to pursue negotiations on any exception taken in Phase III. Responders should also note that the awarding of points does not automatically mean that the State has accepted the Responder's proposed language.
117	Section 2(C)(17) IP Indemnification	Request modification of the first sentence, which says "warrants" but this is not a warranty provision – it's an Indemnification provision. Request change to, "The Contract Vendor will indemnify the State for any proven infringement of a valid patent, copyright or trademark right."	This term will not be changed at this time. Section 5: Evaluation Process states: Points will be awarded based on the level of acceptance of the Terms and Conditions as specified in this RFP. Acceptance of all terms and conditions will result in the award of the maximum points available. Responders should note that the State reserves the right to pursue negotiations on any exception taken in Phase III. Responders should also note that the awarding of points does not automatically mean that the State has accepted the Responder's proposed language.

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118	Section 2(C)(30)	Since in Section 2(B)(10) risk of loss language was removed to allow for transfer of risk upon delivery, we request that this language is similarly modified to remove the part after the comma starting with "and installation by . . ."	This term will not be changed at this time. Section 5: Evaluation Process states: Points will be awarded based on the level of acceptance of the Terms and Conditions as specified in this RFP. Acceptance of all terms and conditions will result in the award of the maximum points available. Responders should note that the State reserves the right to pursue negotiations on any exception taken in Phase III. Responders should also note that the awarding of points does not automatically mean that the State has accepted the Responder's proposed language.
119	Section 2, A 17; Cost Proposal	It specifically notes for the narrative to be printed double sided for the hardcopy. Is the Cost Proposal hardcopy to be printed double sided as well?	The Cost Proposal may be presented single sided or double sided.
120	Section 2, Master Agreement Terms and Conditions, C: Minnesota Terms, Section 5: Question 111	Please provide an example of how the ADA would apply to Information Technology products provided by the Contractor.	The State does not have an example at this time. Responder may indicate if and why they believe that ADA is not applicable to their response as an exception in their response.
121	Section 2, Master Agreement Terms, #21 Page 25, Order Numbers	Vendor includes the purchase order and contract numbers clearly listed on the acknowledgements, invoices and other correspondence that may be applicable, such as the packing slips. However, due to the limitations of text for shipping labels for transportation purposes with many of the different transportation Companies and options, including the contract number and purchase order number on "shipping labels" may not be feasible or possible. Vendor respectfully requests your consideration to remove the requirement for "shipping labels."	It is understood there may be instances where the contract number and purchase order may not be possible on a shipping label. Contract Vendor shall make all efforts to clearly identify the order on the shipping label if possible.
122	Section 2.C.2 page 29	Last paragraph of Accessibility Standards instructs: Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT. When opened, the Section 508 VPAT document states "Completion of this form is mandatory. If you fail to complete this form, your RFP response is invalid". This form is NOT included within the RFP as a form. Is it correct to assume that the Section 508 VPAT form IS NOT to be submitted and that ONLY the WCAG 2.0 VPAT pages that MN provided are to be completed and submitted?	This link was provided for informational purposes only as to provide a copy of the VPAT form. It is correct that Section 508 VPAT form is NOT to be submitted with the response ONLY the WCAG VPAT as detailed in the RFP.
123	Section 2: WSCA-NASPO Terms and Conditions, Provision 29: System Failure or Damage on page 28 (Q&A Matrix, #99, 100)	The response and revised language in Section 2B29 to questions 99 and 100 don't seem to be responsive to the issues pointed out regarding Contract Vendor performance and Products under maintenance contracts. We respectfully request that you either delete this provision (since it will likely be covered under warranty) or clarify what is meant by the term "system". Since software is either preloaded or downloaded by link on the devices pursuant to Section 1. G. Restrictions on page 10 and no Cloud Services will be offered under this contract pursuant to Section 1. H. Definition of "Cloud Service" on page 11, what "system" is being referred to in this provision? Is it the device system or a network or "system" that the devices connect to? If it is the former we request deletion of this provision as it will be redundant with the warranty section.	Section 2B29 is modified with the addition of the following sentence. "The Contractor Vendor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty." Section 5: Evaluation Process states: Points will be awarded based on the level of acceptance of the Terms and Conditions as specified in this RFP. Acceptance of all terms and conditions will result in the award of the maximum points available. Responders should note that the State reserves the right to pursue negotiations on any exception taken in Phase III. Responders should also note that the awarding of points does not automatically mean that the State has accepted the Responder's proposed language.
124	Section 3 D9	If the Vendor is utilizing SciQuest for its eMarketcenter, is the Vendor responsible for evaluating ScieQuest's offering for compliance with accessibility guidelines and/or payment security requirements?	No. The WCAG 2.0 VPAT is required with the response in regards to the website the vendor will provide unrelated to the Sciequest emarketcenter. Reasonable efforts must be made by the Contract Vendor to comply with accessibility guidelines in utilizing Sciequest. See Section 2C23 for requirements of Contract Vendor related to payment security requirements.
125	Section 3, D; 7) Question 161	COMMERCIAL OFF THE SHELF AND OPERATING SYSTEM SOFTWARE: This section notes, that upon request software license agreements are to be presented to the ordering agency. It also notes to provide updated releases of licenses originally purchase through the entire contract term. Updated releases of licenses originally purchased typically would be available upon request at a cost unless a procuring entity purchased maintenance software support or a software agreement that provided upgrades as part of the cost for the maintenance software support. Are these type of requests for all software licensing be upon request?	Individual States reserve the right to review ALL license agreements prior to placing an order. The intent of this item is to ensure responders are aware that upon request they must supply a State a license agreement in advance of an order and negotiate the agreement directly with the State.
126	Section 4	For the Band 6- Ruggedized Price Workbook, there are minimum specs for the ruggedized product. The RFP mentions that any device in Band 6 can be also submitted in Bands 1-5. Will the State modify the minimum non-environmental specs, as no tablet or printer or storage device has a 13.3 inch screen and weighs 9 lbs?	See revised pricing workbooks in Addendum 5.

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127	Section 4 Cost Proposal, items 1 & 3	In Amendment 3, the revised RFP instructs Responders to use November 15 as the date for the baseline price list. Should the PSS also be based on November 15 pricing?	The PSS pricing will be utilized throughout the life of the contract to document the full offering of the vendor and verify the discounts against the current baseline pricing are applied. The initial PSS should be based on the required November 15th baseline pricing.
128	Section 4, Page 73	We understand the PSS in all inclusive of all products that we wish to be listed on our contract. However, is Baseline Pricing to be submitted for only the market basket items, the entire manufacturer's line, or the entire manufacturer's line plus all third party products? Please clarify.	The Baseline Price list at a minimum should contain the items offered on the PSS.
129	Section 4. 15	The Cost Proposal table in Section 4 is incorrectly numbered with #15 missing. There should be 16 requirements not 17. Will this be corrected in a new Addendum of the RFP?	Numbering has been changed in revised RFP provided in Addendum 5.
130	Section 4: Cost Proposal: 1 – Answer to Question 191	The revision notes, "It states It is understood there may be categories within a band which carry a different discount than the minimum stated. For example, the minimum discount for the laptop band could be 50%. The responder may name an additional category of laptops "Laptop Brand X" at 45% and "Laptop Brand Y" at 60%." Based on this example, what would be an example of when the minimum discount of 50% would be used under an awarded contract?	The minimum discount of 50% would be utilized for all items that are not categorized by exceptions.
131	Shipping	With regards to the FOB destination shipping term, is it expected that the Minimum Discount for Band will include the shipping and delivery costs, or can that be negotiated with the individual participating states upon award?	It is required that shipping and delivery is included in the price. Prices include delivery, FOB Destination with all transportation and handling.
132	Third Party Products	If an OEM submits an offer and is not awarded, will their products be allowed to be offered by other respondents? Or should both the OEM and the other respondent submit?	It is possible that if an OEM is not awarded, their products could be allowed as a third party product by another manufacturer. It is up to the responder to determine how to present their proposal and what products to include.
133	VPAT	Are you able to accept a VPAT by time of award if a vendor is currently engaged in the certification process and it may not meet the RFP submission deadline?	ONLY the WCAG 2.0 VPAT is required with the response in regards to the website the vendor will provide if awarded a Contract. Accessibility is a scored item. Providing at the time of award would not allow for the item to be scored as part of the evaluation process.