



SUBJECT: Amendment 1 to Request for Proposal 3250
RFP TITLE: A Multistate Contract For Maintenance Repair and Operations (MRO),
Industrial Supplies and Tools
DATE OF AMENDMENT: July 6, 2016
DATE OF RFP RELEASE: June 8, 2016
OPENING DATE: August 3, 2016
OPENING TIME: 2:00 PM
CONTACT: Gail Burchett, Procurement Staff Member

The following shall be a part of RFP **3250**. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

1. Hilti respectfully requests a change to the RFP 3250 requirement of providing all products in at least one category to achieve better competition and representation. We request a change to require a minimum of 25% of the category because the requirement to provide all products in a category is unnecessarily restrictive and limits competition.

The reason for the above request is Hilti manufactures and distributes only Hilti brand commercial products – power tools and the bits or blades or inserts for those tools. Hilti does not supply other brand names though we can often supply comparable products. Hilti offers deep product lines for customers to get jobs done. For example, Hilti offers 16 hand drilling tools from wood drilling to heavy concrete drilling and chiseling. Though Hilti carries deep product lines there are some tools lines that Hilti does not carry.

Hilti tools are currently used by state and local governments. Hilti, Inc. is a vendor for the Oklahoma NASPO ValuePoint Small Hand and power tool contract SW 818, and has demonstrated sales for nine (9) states that have signed participating addendums (PA). The participating states are: OK, MO, MN, WI, IA, SD, MA, CO and CA. As evidence of the need of Hilti power tools by state and local governments I have provided the list of the top 40 items in the power tool category. These items were purchased over the last five years by the nine states that have participated in SW818. The top 40 items were part of the over \$8.5M total sales during this time period. See Example #1 for the list.

I have also provided the information for the other states that have indicated a desire to sign a PA for RFP 3250 (NV, FL, OR, WA, UT, VA, SC, ID, LA and AK). The top 40 items in the power tool category for the last five years for these states is shown in Example #2 below. The total sales for the states that indicated intent to participate was over \$3.5M – and this was without the benefit of a contract.

These two examples demonstrate the use of Hilti tools by state and local governments.

Another observation - in reviewing the fastener category I noticed the absence of concrete fasteners/anchors – both mechanical and chemical. What is shown is bolts, nuts, washers, hex screws, etc., but no concrete stud anchors, drop-in anchors, or injectable mortar chemical anchors. Hilti distributes mechanical and chemical anchors for concrete used by DOT's, DOC's, Universities, park departments, hospitals, airports and ports, Search and Rescue teams – virtually all areas of government. See Example #3 for the top 40 fastener/anchor products for the last five years for the states participating in OK SW818. It might be beneficial for the states to include concrete fasteners/anchors in the RFP fastener category.

Please consider the Hilti request to modify the category requirement to 25% completion of a category for RFP 3250.



Hilti Examples 1, 2 & 3.pdf

Response: The Sourcing Team has considered this request and hereby makes the change that vendors must provide a minimum of 75% (seventy-five percent) by count of the items in the market basket of a category to be considered as responsive to that category.

2. Of the estimated \$550,000,000 in purchases made during 2015, will you please provide the breakout for each of the 17 categories?

Response: The following is the average spend per the current 18 categories. The new contract will have slightly different category sets.

7%	\$38,500,000	HVAC
2%	\$11,000,000	Air Filters
9%	\$49,000,000	Lamps & Ballasts
14%	\$77,000,000	Jan/San
10%	\$55,000,000	Material Handling
2%	\$11,000,000	Security
2%	\$11,000,000	Motors & Accessories
6%	\$33,000,000	Electrical
1%	\$5,500,000	Fasteners
2%	\$11,000,000	Batteries & Flashlights
4%	\$22,000,000	Outdoor Garden Supplies & Equipment
1%	\$5,500,000	Paint
8%	\$44,000,000	Plumbing
2%	\$11,000,000	Pneumatic Tools
5%	\$27,500,000	Power Tools & Accessories
18%	\$99,000,000	Safety
6%	\$33,000,000	Hand Tools
1%	\$5,500,000	Welding & Soldering

3. Will you please provide the administrative fee that the contractor will be required to pay the state of Nevada and all other states that intend to participate?

Response: Administrative fees are determined by each individual State when they issue their participating addendum.

4. As this contract will result in a term of 5 years, will other states who participate through a participating addendum be required to have the same 5 year term or will their term of the contract vary state by state? Are you able to provide for each state their minimum term for this contract?

Response: The contract term may vary from State to State depending on the individual participating addendum; however the majority of the States opt in for the full 5 year term.

5. On the Market basket Cost Schedule, there is 2015 Units sold but not a column that indicates the Unit of Measure (UOM). For the Safety category there are many gloves listed. Is the 2015 Units sold in a UOM of "Pair", "Dozen Pair", or "Case"?

Response: Gloves are usually by the case.

6. Can you please provide annual spend for each year of the current contract, by supplier, by category?



Sales per vendr per
year with admn fee.xls

7. Section 4.5 Technical Requirements - Customer Service. Question 4.5.2.2 appears to be a duplicate of question 4.5.2.1. Is this intentional? Is there additional clarifying information you can provide to help us understand the question?

Response: This is a duplicate question. Please disregard 4.5.2.2. The question is as written. What are your hours of operation and when are your key personnel (sales representatives and accounting personnel available).

8. Section 1 Project Overview. The solicitation states "Proposals will be considered from qualified proposers that can provide all products at minimum of one (1) entire category listed below and be able to supply the products to a minimum of one (1) entire State." Can you confirm that a proposer must bid on at least one category to qualify? If yes, is the proposer required to bid on every item within that one category to qualify?

Response: Yes. This is correct.

9. Section 1 Project Overview. The solicitation states "Proposals will be considered from qualified proposers that can provide all products at minimum of one (1) entire category listed below and be able to supply the products to a minimum of one (1) entire State." Can a proposer bid partially on a category, meaning bidding on a category without bidding on all items in the category? If yes, how does that affect their overall score in the evaluation.

Response: A proposer must be able to provide all items within a minimum of 75% of one (1) category.

10. Section 5.1 Scope of Work - Categories. The Plumbing category listed in states that it includes UNSPSC codes of 3018 through 4014. Can you please clarify if this should it be inclusive?

Response: This means that products outside of these UNSPSC codes are not considered in the plumbing category.

11. Section 5.1 Scope of Work - Categories. Is there a specific version of UNSPSC codes the State of Nevada is working within?

Response: The most current version.

12. Section 5.1 Scope of Work - Categories. Can you please define the specific level of the UNSPSC hierarchy that is being used for each category listed in the solicitation?

Response: UNSPSC codes can cross between the MRO categories. Batteries may fall under power sources, general and also tools as an example. Please reference www.unspsc.org/search-code for exact listings. The intention of the UNSPSC listing is to have a cross layer of family/category associations.

13. Section 5.1 Scope of Work - Categories. Can you please provide the specific "Segment," "Family," "Class," and "Commodity" code for each UNSPSC category that is intended to be included on the contract?

Response: See Question #12

14. Section 5.1 Scope of Work - Categories. The UNSPSC category 2700 is defined in the solicitation as Power Sources and Power Tools. Can you confirm that UNSPSC 2700 is intended to be the "Segment" of the UNSPSC hierarchy? Are all "Family," "Class," and "Commodities" within 2700 Tools and General Machinery included in the category?

Response: See Question # 12

15. Section 5.1 Scope of Work - Categories. The UNSPSC category 2700 is defined in the solicitation as Power Sources and Power Tools. Can you confirm 2700 is the UNSPSC code for both Power Sources and Power Tools?

Response: See Question # 12

16. Section 5.1 Scope of Work - Categories. The UNSPSC category 2700 is duplicated twice in the solicitation under Power Sources and Power Tools. Can you confirm these two categories of product are associated with one UNSPSC code?

Response: See Question # 12

17. Section 5.1 Scope of Work - Categories. The UNSPSC category 2711 is duplicated four times in the solicitation under Power Sources, Hand Tools, Power Tools and Automotive Tools. Can you confirm these four categories of product are associated with one UNSPSC code?

Response: See Question # 12

18. Section 5.1 Scope of Work - Categories. The UNSPSC category 27112 is in the solicitation under Outdoor Equipment. This appears to be a subset of UNSPSC hierarchy 2711. Can you confirm that Outdoor Equipment is a subset of the 2711 UNSPSC category?

Response: See Question # 12

19. Section 12.1 Evaluation Criteria. Can you provide the weighting for each point of evaluation criteria?

Response: Per Nevada Statutes the evaluation weights are not given out prior to the scoring of the proposals.

20. Are you able to provide insight into your efforts to market the contract to new customer segments, along with forecasts of projected numbers of new active users annually, for the term of the new contract?

Response: No, the awarded proposers will market this new contract to customer segments and not the NASPO ValuePoint group.

21. What is the total number of end users/purchasers on the current contract?

Response: Currently this set of contracts for the Facilities MRO is used in 41 States and represents at minimum 133 participating addenda. This includes political subdivisions, schools and universities. The annual spend of over \$550,000,000.00 per year represents thousands of end users/purchasers.

22. What is the average amount spent by end user/customer annually under the current contract?

Response: This varies from end user depending on the size of the public entity.

23. Will the State of Nevada award by category if a proposer responds to a select number of categories? How will this type of response be evaluated?

Response: The evaluation team will award on the total amount of points given to a proposer based on technical scores and pricing. It is anticipated that this will be a multiple award.

24. 4.2.3 on page 11 - Is there a specified timeframe for SCiQuest set –up? How soon after the contract award does it need to be complete?

Response: At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

25. Section 4.5.1 on page 12 - Please clarify the scope of information you looking for the client retention rate during the past 3 years? Are you looking for company wide information or State of Nevada customers?

Response: We are looking for company wide information.

26. Section 4.5.2.1 on page 12 - Please clarify the scope of information you looking for regarding the hours of operation and when are key account people available? Are you looking for company wide information or State of Nevada customers?

Response: We are looking for company wide information. Hours of operation should be listed for all States that the vendor is proposing to offer products in.

27. 4.5.5 on page 13 - Please clarify if awarded if we will sign the State of Nevada contract and then each state will provide their own participating agreement? Or only certain states.

Response: An awarded proposer will sign a NASPO ValuePoint master Agreement and also Participating Addendums with individual States who have successfully negotiated with the awardee.

28. 4.5.5.1 on page 13 - Please clarify the scope of information you are looking for regarding integration of the CPO's permission into the plan for promoting the agreement?

Response: This question is unclear.

29. 4.5.5.2 on page 13 - This is a repeat of the previous question. Are you looking for different information here?

Response: Disregard 4.5.5.2 this is a duplicate question.

30. 4.5.5.3 on page 13 - Please explain what you mean by “Scope Issues” in this section. - Public entities are sensitive to “scope” issues, that is, whether performance is within the intended scope of the solicitation as awarded. In the context of your method of promoting agreements of this nature, how would you clarify any questions regarding the scope the agreement with respect to any potential order?

Response: Scope issues means the proposers ability to meet the requirements to perform the contract as outlined in the proposal and attachments.

31. 5.6.4 on page 23 - Please clarify the scope of information you looking for regarding delivery time for in-stock items. Are you referring only to the items in each 100% complete market basket?

Response: NASPO ValuePoint is referring to any item in your catalog that you refer to as in stock. We will expect 24-48 hour delivery for this item.

32. 6.4 on page 34 - “A resume must be completed for each proposed key personnel responsible for performance under any contract resulting from this RFP per Attachment F, Proposed Staff Resume.

- 32 a. Are you looking for company wide information for each of our branch locations, certain participating states or State of Nevada locations only?

Response: NASPO ValuePoint is looking for information on your contract wide key personnel.

- 32 b. We consider this information to be confidential, do we submit only in the confidential submission section only or in the technical proposal section marked as confidential as requested as well?

Response: This is for proposers to determine.

- 32 c. Do you want resumes from the implementation team, contract manager only, or contract manager and sales support team?

Response: Resumes must be for your key personnel team.

33. Section 7 on page 35 - “The Lead State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Proposer’s or any Subcontractor’s employee’s wages. The Lead State will pay for any applicable Lead State or local sales or use taxes on the products provided or the services rendered. If required by Lead State, Taxes shall be included as a separate line item on a Proposer’s invoice. The tax rules with respect to other Participating Entities may vary and are expected to be addressed in the Participating Addenda.” Please explain this section. Are all State of NV orders exempt from Federal sales tax?

Response: Yes all State of Nevada orders are tax exempt.

34. Attachment J: STATES WITH INTENTS TO PARTICIPATE - The State With Intents to Participate document provides estimated sales volume for 17 States. Would you please provide this information for the remaining states?

Response: There is no information for other States.

35. Attachment G – Cost Schedule - The percentage of list per category. Will you accept our website as the on-line catalog for discounts?

Response: You must respond to the cost schedule as written to be considered as responsive to this proposal.

36. Section 5.6.12 Pages 27 & 28 - What is definition of ESB? I understand it stands for Emerging Small Business, but what is the criteria for this classification? Also, will utilizing an ESB/WBE/MBE/DV give us more of an advantage?

Response: The Emerging Small Business criteria is any small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the Standard Industrial Classification (SIC) code assigned to a contracting opportunity.

It will not grant any advantage in the scoring of the proposals.

37. Section 11.1.13.4 – page 38 - Are three ring binders acceptable?

Response: Yes.

38. Should the Technical Proposal, Cost Proposal and Confidential Technical Proposal be submitted on 3 separate flash drives? The Public Records files are on a separate flash drive. You should receive a total of 4 separate flash drives?

Response: Yes to both questions.

39. Please clarify the cd/flash drive section of the checklist on page 57? It does not seem to match the proposal instructions on pages 39 to 45.

Response: Follow the instructions as listed in pages 39 to 45.

40. Section 11.6.4.1 A – Please clarify that the public records flash drive should not contain information marked as confidential in the Technical proposal even if it is a required section such as resumes and personnel information?

Response: Correct. This should be in your Confidential Technical Proposal.

41. Please clarify that our response for confidential information in the Technical Proposal, such as resumes, should be marked as confidential and only included in the Confidential Technical proposal. The only information entered in the Technical Proposal should be the confidential marking.

Response: Correct, any information that is technical in nature but also confidential should be in the confidential technical proposal.

42. Sub Section 5.5.5.15 regarding Online workflow management: Please provide your definition of workflow management. May we have examples of workflow management tools currently in place?

Response: Describe the steps that occur during your process of any order request.

43. For the Jan San Category Tab within ATTCHMENT G – COST SCHEDULE, to what extent are alternatives accepted? Is it required that the proposer bid the exact product/manufacturer?

Response: Alternatives are acceptable as long as they meet or exceed the specifications.

44. For the Jan San Category Tab within ATTCHMENT G – COST SCHEDULE, to what extent are the green certifications noted on relevant line items required (e.g. Green Seal, Ecologo, Safer Choice)? Are the certifications preferred or required? If preferred and not required, how much weight does the preference hold. For example: Proposer A bids a product that is not environmentally preferred but the cost is 20% lower than Proposer B who did bid an environmentally preferred product. How is this evaluated?

Response: Green certifications are required on line items as specified.

45. For the Jan San Category Tab within ATTCHMENT G – COST SCHEDULE, are the prices associated with the winning proposer for the Jan San Category for the bid prior (Request for Proposal No. 1862 – Release Date 8/20/2010) available for review? If so, may we have a copy or can you provide guidance as to the process required to obtain this information?

Response: Yes, a request for information has been submitted and the pricing is being retrieved from archives.

46. Page 4 Project overview states that the geographical area to be served can be less than the 50 states. When we list the states that we are willing to serve, what Part and Tab should that be included in our proposal?

Response: Yes, Proposers shall list the States they can serve. Include this information in the technical proposal section.

47. Are we allowed to add related items to the Market Basket? If so, what information needs to be filled out?

Response: No.

48. For associated items not listed in the Market Baskets, where do we add the discounts for balance of product (price sheets/catalog) within the UNSPSC codes we'd be providing?

Response: Balance of the line/Category discounts shall be listed on the provided sheet in the cost schedule (Attachment G).

49. The Market Basket for lamps and lighting-specifically item 13M588 is not UNSPSC 3910 or 3911. It is 5512 (lighting fixture). Are we to assume that lighting fixtures could be sold under this contract in accordance to 5.6.16 or on our price sheets/catalog?

Response: Yes.

50. In reference to "5.5.5.9 Technical data, illustrations, MSDS sheet, product availability, access to web-based product sourcing are all available." Could you please elaborate on what you mean by web-based product sourcing?

Response: Products that proposers are able to source via the internet.

51. In reference to "5.5.3.6-Consortium for Energy Efficiency (lamps)." We have worked with CEE for many years and during that time they have always accepted Energy Star and more recently DLC standards for their programs. Is that acceptable to you?

Response: Yes.

52. In reference to "5.5.5.3 Have workflow management controls". What exactly are you looking for in respect to workflow management controls?

Response: Please see answer to question 42

53. Concerning 6.3.4 Minimum Orders. The price we quote includes shipping to the end-user. With the cost of freight factored in orders below \$50.00 are many times losing money for the company. Can 6.3.4 be changed to allow a minimum order amount of \$50.00?

Response: This section will not be changed. Vendors may respond as necessary however this will be a weighted factor in their proposal.

54. Section 6.5.1.2 mentions "Purchasing entities will be allowed to order from a successful proposer's catalog(s)" - how do we price the catalog? Are we to use the "percentage off list per category sheet" or do we propose a single or multiple discounts for the catalog pricing? where do we record the catalog price?

Response: Vendors are expected to use the percentage off list per category sheet (Attachment G).

55. Section 6.6.4.3 MSDS - MSDS (now called SDS) are available from the company website 24/7 - will this meet the requirement?

Response: Yes.

56. To clarify how the RFP materials are to be shipped:
1 package/box has Part IA - Master and copy.
1 package/box has Part IB - Master and copy.
1 package/box has Part II - Master and copy.
1 package/box has Part III - Master.
1 package/box has CDs/flash drives - two flash drives - a Master (with confidential info) and a Public copy (no confidential info).
For a total of five (5) packages to return for the RFP.

Response: This can all be packaged in one box as long as they are in separate envelopes within the one box.

57. Page 22 of 69 - 5.6.4 – Delivery
Special Order items are shipped by the manufacturer and could take longer than 10 days.
• Is this negotiable?

Response: Yes.

58. Page 27 of 69 - 5.6.12.2– Disaster Recovery
Describe in detail how the Proposer will track all ESB/MBE/WBE products and services, including ordering, delivery and invoicing.
• Is this negotiable?

Response: This will be tracked using proposers reports. This is negotiable.

59. Page 10 of 22 - 17. Payment
Payment after acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received.
• Is this negotiable?

Response: Yes.

60. NASPO ValuePoint Master Agreement Terms and Conditions General Provisions 20. License of Pre-Existing Intellectual Property -- Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but

not created under it (“Pre-existing Intellectual Property”). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

- Is this negotiable?

Response: No, this is not negotiable.

61. NASPO ValuePoint Master Agreement Terms and Conditions General Provisions 33. Indemnification -- a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against third-party claims, damages or causes of action including reasonable attorneys’ fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

- Is this negotiable?

Response: No, this is not negotiable.

62. NASPO ValuePoint Master Agreement Terms and Conditions Administration of Orders 18. Warranty – Warranty provisions govern where specified elsewhere in the documents that constitute the Master Agreement; otherwise this section governs. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor’s skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys’ fees and costs.

- Is this negotiable?

Response: No, this is not negotiable.

63. On AUTOMOTIVE tab you have line items for EQUIPMENT INSTALL CHARGE. What are you asking for in these line items? If we do not need to install items, is it allowed to leave these line items blank and still be considered as quoting entire commodity section?

Response: Yes, you can leave the install charge lines blank on the automotive tab.

64. Can you provide manufacturer and parts numbers for items you have listed as Grainger for manufacturer as they are a supplier not a manufacturer. The part number listed is Grainger internal part # not the manufacturer part #.

Response: No.

65. Re: pg. 28 Section 5.6.16.1 Sourced Products
Will an offer be considered responsive, should a proposer elect not to offer an up charge for sourced products and list \$0.00/0% in their cost proposal (attachment 6)?

Response: Yes. Any Sourced product with no quoted upcharge may be audited to incur that the product was sold at cost.

66. Re: pg.15 Pricing Shall be firm for the first year and may be changed with 39 day notice every (6) months afterwards.
Does the discounted price on catalog items need to remain firm for the first year or can the published price that the discount is applied to change with in the first year? (ie. Resulting in a change in the discounted price)

Response: All pricing shall remain firm for the first year.

67. NASPO ValuePoint Master Agreement Terms and Conditions
Except where listed as mandatory, can exception be submitted for any terms spelled out in the NASPO ValuePoint Master Agreement Terms and Conditions or would that automatically disqualify a bidder?

Response: Exceptions may be taken however the sourcing team is not obligated to accept the exception and may in fact deny the exception.

68. NASPO Master Agreement - Term 14.c. on page 9 - it mentions that all products must be delivered in the manufacturer's standard package. Does this question really mean the Supplier's (i.e. Us/Our) original packaging? We are a distributor rather than a manufacturer, so products such as nuts and bolts are bought in bulk and re-packaged in our facility.

Response: Re-packaging is acceptable .

69. NASPO Master Agreement; 16.e. Acceptance Testing terms on page 10 - Is the time-table reasonably negotiable?

Response: Yes.

70. NASPO Master Agreement; Warranty, pg 18 – term states products will be warranted for one full year from date of purchase yet not all manufacturer warranties extend this far. Will manufacturer warranty be considered instead?

Response: Yes.

71. NASPO Master Agreement; Term 22 Records Administration and Audit – can any specifics be offered as to which records the customer must be permitted to inspect? There is concern proprietary information may be assumed part of this, such as manufacturer invoices or product formulas. Can vendors request exception to specific documents/data for consideration?

Response: Yes, proposers can request exception to this.

72. RFP 3250 – Customer Service 4.5.2.1 and 4.5.2.2 – These lines are identical, is there a different question that should be listed?

Response: Disregard section 4.5.2.2 this is an error.

73. RFP 3250- Regarding terms in 5.5.3.5 regarding environmental preferable products (EPP) – if we don't offer products marked EPP does that eliminate us from consideration?

Response: No.

74. RFP 3250- Regarding all of the various categories of items described in 5.5.3.6 – If we don't offer products marked with those identifying categories, will that eliminate us from consideration?

Response: No.

75. RFP 3250- Regarding 5.6.16 Value add solutions – document states “the proposer must list in their cost proposal (Attachment G) their up charge for all sourced products. Up charges must be detailed on invoices as a separate item from the product charge.” Is this asking if we charge an extra sourcing fee for buying Non-Stock product for them and want to see that listed separately from the unit price of the item? If not, could further clarification be provided?

Response: Yes, proposer must show the up charge for sourcing products and list it separately.

76. RFP 3250 – 5.6.4 Delivery – “time for in-stock items should not exceed 24-48 hours for all points within in the Participating States.” Will the state consider any exceptions to this window? We use UPS which can ship to most US areas in 2-3 days but some areas require 3-4 days for delivery due to geographical limitations. Additionally, products such as a chemical may be prohibited to ship by air which could exceed the 48 hour delivery window.

Response: The sourcing team will not consider any exceptions to this time frame.

77. RFP 3250 - 5.6.14 - Will lack of retail stores prohibit a vendor from bidding?

Response: No.

78. Oregon Participating Addendum – are exceptions permitted or are all automatically rejected?

Response: Some terms and provisions in Oregon's Participating Addendum may be negotiable; however the State of Oregon makes no guarantees that it will accept contract changes.

79. Oregon Participating Addendum- Term 10 Compliance with Applicable Law- this mandates that a vendor take responsibility for all local laws, rules, regulations, executive orders and ordinances. We can comply with Federal and State but we do business in too many places to agree to be responsible for being aware of all local laws. Is the state willing to negotiate exceptions to this provision?

Response: No

80. Oregon Participating Addendum – Term 19 Access to Records –there are concerns regarding proprietary information due not explaining what is considered “related to this Addendum.” Are exceptions to this permitted to be submitted for consideration or would it result in automatic disqualification?

Response: The State of Oregon will not automatically reject a proposer's changes to Section 19.

81. Is the estimated volume on "States Intending to Participate" annual or duration of contract?

Response: Annual Spend.

82. Ties into RFP 3250 5.6.3.2 Contract Management – Due to price variability by product, sales dollars are unable to convey true support demand. Can the number of locations or agencies that used the contract in 2015, per state intending to participate, be made available to vendors? It could affect how many regions and key personnel are proposed.

Response: See Question # 7

83. Procedural clarification for 12.2.3.7 Technical proposal - it should include responses to 7.1 Proposer Information and 7.2 Subcontractor Information (if needed).

Response: Yes.

84. Procedural Question 12.2.3.6 Tab VI Scope of Work - the proposer should respond in Tab VI to all the statements or questions shown in Section 6 (from 6.1 to 6.6.16.2)? Best method to cut and paste and respond.

Response: This is up to the proposer to determine.

85. Is it required that subcontractors submit 3 references?

Response: Yes.

86. Sub Section 5.6.6.5 regarding Implementation and Customization: Please provide your definition of customization ability as it relates to this RFP. May we have examples of customization that has been requested or may be requested by different States or political subdivisions within a Participating State?

Response: Any specialized capability or customized ability that may be available upon request by a State (i.e. reports, table top delivery etc.)

87. Section 5.2.5 "However, if a Proposer elects to submit a Proposal for a single State then the Proposer must be willing to supply the entire State and will not be allowed to add additional States following award or at any time during the term of the contract or any renewals."

Does this restriction on adding states apply only if a proposer submits an offer for a single state? What if a proposer indicates they want to provide service to 40 states can they add the other states and territories at a later date?

Response: Yes, the proposer can roll out States at a later date but must name the intended States immediately.

88. Section 5.2.5 "Pricing shall be firm for the first year and may be changed with thirty (30) day notice every six (6) months afterwards."

What documentation does the state require for each price change?

Response: The price increases must be accompanied with a CPI or PPI index showing price escalations.

89. "Section 10 The RFP indicates awards are to be expected and the contract start date is expected to be in October 2016.

The existing State of Nevada MRO contract appears to run through February 2017. Will the new contract immediately replace the existing contract or will they run concurrently through February 2017?"

Response: The contracts will run concurrently.

90. Additional States that have signed an "intent to participate".

In addition to the States listed in the request for proposal (RFP) please add the following. Included with this are the State of Hawaii Terms and Conditions.

State	Est. Volume
HAWAII	\$6,633,800.00
IOWA	\$4,375,654.00
OREGON	\$11,784,766.00
VIRGINIA	\$10,300,000.00



MRO - Hawaii
TCS.pdf

91. *The second set of questions will be due of July 14, 2016 with answers due July 19, 2016.*

ALL ELSE REMAINS THE SAME FOR RFP 3250.

Vendor must sign and return this amendment with proposal submitted.

Vendor Name: _____
 Authorized Signature: _____
 Title: _____ Date: _____

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal.