

Question and Answers for Bid #AS16040 - NASPO ValuePoint Walk-In Building Supplies and related material

Overall Bid Questions**Question 1**

General Provisions Section 18 Performance and Cost Analysis: The State reserves the right to review the awarded contract(s) on a regular basis regarding performance and cost, and may negotiate price and service elements during the term of the contract.

- What would be the triggers of performance and/or cost that would prompt negotiation of price and service? (Submitted: Jun 22, 2016 11:03:06 AM MDT)

[edit](#) **Answer**

- Which document or attachment are you referring? (Answered: Jun 22, 2016 11:32:36 AM MDT)

Question 2

NASPO ValuePoint Master Agreement Terms and Conditions General Provisions 26. Changes in Contractor Representation -- The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal.

- What is the process if the Lead State does not approve of a personnel change? (Submitted: Jun 22, 2016 11:04:03 AM MDT)

[edit](#) **Answer**

- The State won't know who the key personnel is until we receive the proposals. In the event that during the term of the contract the State finds that the contract administrator is not responding to questions or issues, the State would request the vendor identify a new contract administrator who would be responsive. (Answered: Jun 23, 2016 1:08:56 PM MDT)

Question 3

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? (Submitted: Jun 22, 2016 11:05:27 AM MDT)

[edit](#) **Answer**

- The treatment of exceptions to the terms and conditions is discussed in RFP sections 2.10.4 and 2.13. (Answered: Jun 23, 2016 1:08:56 PM MDT)

Question 4

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. [edit](#) 

- Is this negotiable? (Submitted: Jun 22, 2016 11:12:46 AM MDT)


Answer

- The treatment of exceptions to the terms and conditions is discussed in RFP sections 2.10.4 and 2.13. (Answered: Jun 23, 2016 1:08:56 PM MDT)

Question 5

Attachment E

Cooperative Contract Sales Reporting Data Requirement and Data Format

If the contractor can't supply all of the required fields for reporting, will you accept an N/A in those fields? (Submitted: Jun 22, 2016 12:09:12 PM MDT) [edit](#) 


Answer

- Yes (Answered: Jun 22, 2016 1:03:29 PM MDT)

Question 6

NASPO ValuePoint Program Provisions (Pg. 34)

Section 9. NASPO ValuePoint eMarket Center

Since this is a walk in based contract can you give us more details around the online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts? (Submitted: Jun 22, 2016 12:14:19 PM MDT) [edit](#) 

Answer

- Due to the fact this is a small purchase walk-in for convenience contract, the link to NASPO ValuePoint eMarket Center will indicate that fact and will not have any links to be able to "shop on-line" or to view a catalog. (Answered: Jun 22, 2016 1:03:29 PM MDT)

Question 7

Page 9, General Provision #18: Performance and Cost Analysis: The State reserves the right to review the awarded contract(s) on a regular basis regarding performance and cost, and may negotiate price and service elements during the term of the contract.

- What would be the triggers of performance and/or cost that would prompt negotiation of price and service? (Submitted: Jun 22, 2016 1:44:45 PM MDT)

Answer

- During the term of the contract, the State reserves the right to evaluate cost of items to determine if price is within the acceptable market price. This may or may not apply to this contract as it is a percentage off retail prices. (Answered: Jun 22, 2016 2:03:30 PM MDT)

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