



Amendment of Solicitation

Date of Issuance: 06/27/2017

Solicitation No. OK-SW-192

Requisition No. _____

Amendment No. 1

Hour and date specified for receipt of offers is changed: No Yes, to: 07/27/2017 3:00 PM CST

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

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

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

ISSUED BY and RETURN TO:

U.S. Postal Delivery:

OMES Central Purchasing
5005 N Lincoln Blvd Ste 300
Oklahoma City, OK 73105
or

Joyce Leivas
Contracting Officer
405 - 521 - 2479
Phone Number

Personal or Common Carrier Delivery:

OMES Central Purchasing
5005 N Lincoln Blvd Ste 300
Oklahoma City, OK 73105

Joyce.Leivas@omes.ok.gov (preferred communication)
E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

*****THE CLOSING DATE IS CHANGED FROM JULY 6, 2017 TO JULY 27, 2017*****

Questions that were received have been answered and are attached to this Amendment.

Sections within the solicitation that have wording changes are attached to this Amendment at the end of the questions and answers.

b. All other terms and conditions remain unchanged.

Supplier Company Name (**PRINT**)

Date

Authorized Representative Name (**PRINT**)

Title

Authorized Representative Signature

This Amendment serves to answer questions submitted by interested suppliers. See Section 2.2 RFP Amendments for instructions for submitting the acknowledged amendment. This Amendment also serves to extend the closing date from July 6, 2017 to July 27, 2017.

We are anticipating a high volume purchase contract. As you can see in the Scope of work, Section B, we expect the Manufacturer to have a close working relationship with the dealer network as well as a consistent method of business practices. Yes, the Dealers are going to be the point of contact for the customer, but the contract will be with the Manufacturer and as such, the Manufacturer is responsible for the dealers being completely aware of the details of the contract. The formation of the scope of work is based on the dealer's interaction with the customer. The Manufacturer will relay the scope to the dealers and ensure they understand how the contract works. The Administrative and Technical Response questions are designed for NASPO ValuePoint to have a clear understanding of how the Manufacturer to dealer relationship works, from the training involved to the oversee process. As the Manufacturer relies on the dealer network to sell and maintain (warranty work) the equipment, we rely on the Manufacturer to make sure the policies are consistent with the contract requirements.

Pertaining to the e-Market Center Appendix questions:

The e-Market Center Appendix was provided in the solicitation as information to the Suppliers that NASPO ValuePoint does have an established online marketplace used for ordering for some contracts and you are asked to support the e-Market Center in one of the ways listed.

As stated in 4.4 NASPO ValuePoint eMarket Center, and again in Section 9 of the NASPO ValuePoint Master Agreement Ts and Cs "b"; "at a minimum", the Offeror agrees to participate in development of ordering instructions." There are three ways to participate in the e-Market Center. One is by a hosted catalog, whereby the Supplier provides their pricing on spreadsheets that are then uploaded to the program, another is a punchout, which is a re-direction to the Supplier's website where the shopping is done and then the shopper is brought back to the e-Market Center to check out. The third is the most simple participation form of just providing order instructions directing the shopper to the contract website where the pricing and contract information is located.

Questions received:

Q1. Section "a". in the eMarket Center appendix makes reference to a punchout site. Could you further explain what the punchout site consists of?

A1. With the punchout scenario, the shopper leaves the e-Market Center website, goes to the Supplier's website where they shop, then come back to the eMarket Center website to finish the ordering process.

Q2. Will the information on the eMarket Center be publicly available? Will it be seen by other Contractors?

A2. The eMarket Center is only accessible to those who use it. Registered users use a password to use the eMarket Center. Only registered users (shoppers) can see the information so no, it won't be seen by other Contractors.

Q3. Section 3 4.4 page 16 “To be eligible for award, the Offeror agrees, by submission of a Proposal, to cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) to integrate its presence in the NASPO ValuePoint eMarket Center either through an electronic catalog (hosted or punchout site) or unique ordering instructions.”

We offer a public site where the buying agency can review the most current listing of models and options. Once the machine is defined, ideally with local dealer’s help as there are many configurations and interdependencies, a complete/formal contract quote can be provided. Unique ordering instructions will be provided, but a restatement of the voluminous pricing by line item (covering all models and options) will not be generated/presented in Excel or similar format for uploading/updating of same to SciQuest or a similar site. Please confirm as allowed and agreed.

Establishing and maintaining a separate eMarketplace for each participating entity would preferably be done by pointing other participating entities to the Oklahoma content(price pages and discounts) and noting only the variances from the Oklahoma contract for their specific agreement. Any concerns?

A3. This is why the ordering instructions option is offered. Please read above where the three types of participation are addressed.

Q4. eMarket Appendix C.1 “The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.” Text from similar question on Section 3 above states “or unique ordering instructions.” Please confirm that only submittal of current PDF price pages along with unique ordering instructions is acceptable and correct, as opposed to establishing separate Excel charts for line item pricing of all models and options.

A4. Please see the explanation above of the ways to support the e-Market Center. Yes unique order instructions is an acceptable way to support the E-Market Center.

Q5. eMarket Appendix 2.e “Supplier Network Requirements: Contractor shall join the SciQuest Supplier Network (SQSN) and shall use the SciQuest’s Supplier Portal to import the Contractor’s catalog and pricing, into the SciQuest system, and view reports on catalog spend and product/pricing freshness.”

A5. Yes if the hosted option was used, that describes that option.

Q6. Is this SciQuest integration mandatory?

A6. No.

Q7. It conflicts with the preceding statement of allowing unique ordering instructions only for SciQuest. Can PDF price pages be submitted without having to recreate an expansive Excel file to cover all models and a multitude of options that would require maintaining each quarter?

A7. Price pages don’t even have to be submitted if ordering instructions are chosen, the ordering instructions direct the end user to where to find the contract information.

Q8. h UNSPSC codes, where exactly are these supposed to appear, or to be integrated – on the Oklahoma discount chart or somewhere in Sci-Quest?

A8. The e-Market Center Appendix contained the official UNSPSC website. Sci-Quest, uses the codes.

Q9. Can we see the eMarket Center to know if we can comply technically? If we can't comply due to technical reasons, can we provide an alternative solution?

A9. All can be negotiated in the creation of the Master Agreement.

Pertaining to the Freight questions:

The questions will be addressed but, in summary we are asking that the freight be paid by the Supplier from the manufacturer's location to the Dealer network location. When the customer requests a quote, that quote should include freight from the dealer location to the customer, as well as any other charges such as freight, packaging, delivery, set up, options, etc. The quote should be by line item, showing the charge for each item. The invoice also, should be itemized by line item, showing the charge for each item. Yes, we are asking that you price the equipment and then add the freight to the quote. We are not asking that the pricing itself include freight already figured in. If something sells for \$2,000.00 and it weighs 5 tons and is going to be shipped 15 miles and is going to cost \$200.00 then one line would have the \$2,000 and another line would have the \$200.

If we are not understanding the standard freight process used by heavy equipment Suppliers, then please explain in your response what your freight processes are, directly from the manufacturer, from the dealer, asked for in the Administrative Technical response questions, Management and Leadership, Question 5 when we ask you to describe how sales are made.

Q1. On page 9 of Attachment A, #14 is reserved for shipping and delivery. When will that be added?

A1. It won't be added in that location as it is addressed in the Scope B section because freight is addressed in the Scope, B section of the solicitation. The NASPO terms and conditions are shown in their entirety as part of the solicitation process. The creation of the Master Document and participating Addendums will address any terms that are questioned.

Q2. As you know, freight costs for construction equipment are significant due to size and weight of the equipment. In order to ensure that the purchaser pays only applicable freight, I would like to suggest that the purchasing agency request that the supplying dealer add applicable freight to the quote that they will be providing prior to the purchase transaction.

A2. This is already what we are asking for, that the freight be added to the quote provided to the ordering entity.

Q3. I believe that other agencies (NJPA for example) make an exception for the same reason I noted. Below is a clip of the wording in the RFQ. The last sentence seems to contradict the text above it.

Would you please clarify? Thank you.

Clarification is asked for the following section of the solicitation:

B.17. Allowable Charges

Freight/Shipping/Set-up Fees.

Freight from the Supplier to the dealer network locations within the lower 48 states or to the nearest port for Alaska and Hawaii shall not be paid by the Purchasing Entity. Please provide freight costs policy guidelines for your dealers, whether it is a set rate per loaded mile or the dealer is allowed to set the rate.

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

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

A3. Clarification:

The Supplier pays for any freight from the Manufacturer location to the dealer network.

If you, as the Manufacturer have policies in place, such as a set price per loaded mile from the dealer to the customer, please provide it.

If the dealer is allowed to set the rate, tell us they are.

Delivery is free on board to the destination of the ordering party, freight collect, which is changed to read "freight prepaid and added to invoice." For clarity.

The last line means that the cost is to be itemized on the quotes and the invoices. The price of the product, any freight, set-up fees, shipping and handling, all to be on separate lines. See changed B.17 at the end of this Amendment.

Q4. Please verify if freight from the factory to the distributor is to be included in the submitted pricing. This is very difficult to forecast, due to geographic distances.

A4. The freight from the factory to the distributor is the responsibility of the Supplier and is to be paid by the Supplier, yes.

Q5. Please verify if the freight delivery cost to the end governmental entity is to be included in the submitted pricing. This is very difficult to forecast, due to geographic distances.

A5. Freight from the distributor to the customer is an allowable charge. We aren't asking that the freight from the distributor to the customer be included in the submitted pricing. The freight isn't a known charge until the distance is known, so isn't charged until the customer orders. The freight should be quoted at the time of order and annotated on the quote and then again on the invoice as a separate line item.

Q6. Attachment B: Scope of Work, B.17. Freight. Please confirm our understanding that freight from factory to dealer (lower 48) is not chargeable on a quote, while setup/make-ready, local delivery and any dealer-to-dealer transfer costs are chargeable on a quote.

A6. The freight from the factory to the dealer is the responsibility of the Supplier. The freight from the dealer to the ordering party is an allowable charge. Dealer to dealer transfer costs are not anticipated to be paid by the ordering party. Any transfers from one dealer to another are between the dealers, not the ordering party.

Q7. Attachment H 11 page 52 (Oklahoma) Customer price to include and contractor shall prepay all shipping, packaging, delivery and handling fees. To clarify, and as per B10 and B17 (NASPO) freight, shipping, setup...can be quoted so long as it's prepaid right?

A7. Yes.

Q8. Please confirm our understanding that Oklahoma only allows recovery (if listed on the quote) of equipment setup/make ready costs.

A8. The itemized quote is to include the price of the equipment as well as any ancillary items, options, accessories, set up, make ready costs and freight. We just want them separated out on the quote and then again on the invoice. Each item to be a line item.

Q9. Due to the cooperative contract possibly covering all states and territories, separate freight and setup quotes for each machine are much preferred – due to the variances of size, weight, and delivery distance involved. The current Oklahoma contract allows factory to dealer freight, setup and local to be charged as separate line items and we wish to keep this same process. Keeping the freight and setup charges out of the discount calculations will make the master agreement much more consistent and readily adaptable for adoption by other participating entities while minimizing discount variances. Please confirm this as correct and acceptable.

A9. We are asking that the freight from the manufactured location to the dealer be paid by the Supplier. When the customer is quoted a price for the equipment is when the freight from the dealer to the customer's location is given as well as set up charges.

General Questions

Q1. The solicitation reads that "Only complete responses will be considered for award". Is a Vendor's response considered incomplete if they do not manufacture all items requested within the solicitation?

A1. No. By complete responses, we mean that all the questions need to be answered, and requested documents submitted. The vendor does not have to manufacture all of the items requested but there does need to be a dealer network presence in the entire customer base.

Q2. Section 20 states that the Contractor must grant rights to any media in this contract. Does this mean that product literature, marketing material, and manuals that are OEM proprietary must be allowed to be distributed by the Purchasing Entity with full authority to modify or sell?

A2. The Purchasing Entity will not have full authority to modify or sell any product literature, marketing material and manuals that are OEM proprietary.

Q3. The Management and Leadership questionnaire has some text overlap making it hard to decipher. Would it be possible to have this questionnaire resubmitted with the proper corrections?

A3. The corrected page will be attached to the Question and Answer Addendum, at the end of this document.

Q4. Will contractors have the opportunity to request clarification to any responses released to all bidders?

A4. There is no guarantee that any more questions will be addressed. See Section 2.1 RFP Question and Answer process and 2.2 RFP Amendments.

Q5. Are the Past Performance verifications required to be on the contracts executed by the manufacturer with 3 different agencies or can we use (Vendor's dealer name), acting as an agent for (Manufacturer) historical success with other agencies?

A5. The references can come from whomever the manufacturer chooses.

Q6. "Promotion of NASPO Master Agreement." On page 17 there is language asking how we intended to "promote" the Master Agreement. What does the document mean by Promote?

A6. By promotion we mean for you to go out and market your products to the government entities and want to know if you have a plan to do so.

Q7. Past Sales. On pdf page 45, they ask for past 5 year's sales in the USA. Can we mark this as Confidential?

A7. All of the documents will be available in alignment with the opens records acts of each state. Please see Section 2.13 Confidential or Proprietary Information. This section provides the guidance for submitting documents marked confidential.

Q8. Attachment A 7 NASPO ValuePoint Summary and Detailed Usage Reports "c". We do not allow sales to employees for personal use. Our discounts and contracts are reserved for governmental agencies for public use only.

A8. We don't anticipate asking the suppliers to provide for employee-type discounts with this contract. There aren't any provisions within the solicitation scope.

Q9. Attachment B 20. We can certainly provide a dealership listing with addresses and phone numbers. Due to the high number of dealer locations and various specialties of staffing at each site, it is best to call the dealership to discuss any needs, rather than provide a single point of contact as part of our RFP.

A9. The entire dealership listing is asked for to satisfy the requirement of there being a dealer presence in every state that might use the contract, for evaluation purposes. We realize the dealers will be the points of contact who interact with the customers but we also realize that there is some sort of management in place of those dealers and it is management who is responding to the solicitation.

Q10. What is the anticipated start date for this contract/Master Agreement?

A10. In the early Fall of 2017.

Q11. State agencies in Oklahoma are deemed tax free (no federal or state tax is applicable). Political subdivisions are deemed exempt from fed taxes (no mention of state tax being exempt) does that imply that local agencies are to be assessed a state tax? If so, where does one find the applicable rate charts?

A11. All government entities within the State of Oklahoma are exempt from State and Federal Taxes.

Q12. Attachment A 21 Commercial General Liability – we do not purchase primary “products” liability insurance coverage. The required product liability limit falls within our self-insured retention. Please remove the word “product” from the contract as it relates to liability insurance. Or is this clarification better left for our particular submittal?

A12. This can be addressed upon creation of the Master Agreements.

Pricing/Invoicing/Ordering Questions

Q1. (Vendor Name) will provide the pricing. Can the regional (Vendor’s dealer) distributor provide/submit the invoicing, rather than (Vendor’s Name)?

A1. Yes, the distributor can provide the invoicing to the customer as the agent for the Manufacturer. Although the Manufacturer will hold the contract, it is expected that as agents of the Manufacturer, the distributors will provide the initial quotation for the customer, order the product, receive payment for the product, deliver the product, and provide training for it, and provide warranty work with any necessary parts to perform the warranty work. The contract will be with the Manufacturer to insure a uniform purchasing process with the Manufacturer’s distributor/dealer network instead of having contracts with hundreds of individual dealers/distributors.

Q2. In Section 11 – price up must be approved by the Lead State. See Section B. What process is used to determine if a price increase is acceptable?

A2. A Manufacturer’s list price price increase as well as new products introduction and discontinued items.

Q3. Will the State accept (Vendor name) as acting as an agent for (Manufacturer name) for invoicing, annual marketing plans, fee reporting schedules and such?

A3. The State accepts a distributor/dealer as an agent for the purposes of invoicing yes. Dealers are encouraged to develop plans for marketing to the government entities. The quarterly reports are to be submitted by the Manufacturer as well as the fees. It is assumed that the Manufacturer does require the dealers to submit government sales reports to them that can in turn be reported to NASPO ValuePoint. Any States that require reports and fees in addition to the NASPO ValuePoint fees will address that in their Participating Addendums.

Q4. Are trade-in units acceptable on new machine sales and are they subject to the fees?

A4. Trade ins are acceptable if the government entity is allowed to use trade-ins for new equipment. Please see B.9 Ordering as well as the corrected formula within this Amendment.

Q5. Are extended warranties acceptable on new machine sales and are they subject to the fees?

A5. Extended warranties are acceptable on new machine sales and if they have a price, are included in the total sale, so yes, subject to fees.

Q6. Can Service and Parts sales from the distributor be added and would these sales be subject to the fees?

A6. To clarify, warranty service is to be provided and if parts are required to perform the warranty service, they are included. Parts sales, however are a desirable item for the contract. The Supplier will not be required to sell parts other than those used in warranty work, but it is desirable that they do and provide a discount for those parts. We are not including services other than warranty work as part of the contract. Yes total sales are subject to the administrative fees.

Q7. Attachment B: Scope of Work, B.4. Warranty-Equipment/Accessories/Attachments

The way this section is written it sounds like the Supplier/Manufacturer is being expected to itself provide warranty labor for warranty repair work on purchased equipment. However, our authorized dealers would do the warranty work, not (Vendor name) as the supplier/manufacturer. This seems to be anticipated when reading Section B.8 Repair Facilities, which states that the repair facilities that will perform warranty work under the Contract shall be identified as the Supplier's dealer network. We just want to confirm that the Supplier is NOT required to do warranty work directly itself, but rather our dealer network would be the providers of warranty work.

A7. We realize the dealers will act as agents of the manufacturer but the Master Agreements will be created with the Manufacturer. As such, the solicitation documents include all phases of the contract, including the requirements of the dealer's location for warranty work B.4, quality of parts, buy backs, repair facilities, ordering, invoicing, delivery, training, allowable charges, because it is the dealers who will be transacting with the customers.

Q8. Can additional discounts over the (Manufacturer name) be offered?

A8. Yes, additional discounts are always welcome. The discounts can always be increased during the contract.

Q9. We realize that fees are to be submitted on a quarterly basis, but can these fees be paid after the governmental entity pays for the machines?

A9. The fees should be paid according to the invoice date.

Q10. Confidentiality. The document has limited confidentiality for supplier information. Will supplier pricing be publicly available (for example, published on a website)?

A10. Yes, the pricing will be available if Suppliers provide it with their discounts in their response. The pricing is based on a discount percentage off the Manufacturer most current list price.

Q11. Does providing links to our public on-line illustrated parts lookup (also smart phones apps) satisfy the requirement to provide hardcopy of the parts book with the equipment.

A11. Yes.

Q12. Please confirm that submission requires both a website link and the equipment specs on a CD or flash drive (not one or the other).

A12. Yes, initially we would like the equipment specs submitted on a flash drive with your response to confirm what all you are offering..

Q13. Attachment C: Pricing pages. Can additional product lines be added to the contract that are not called out for on Attachment C. (Example: Compaction equipment).

A13. No, we are only asking for what is on the pricing pages.

Q14. What will be the quoting and ordering process for this contract? We typically will sell the equipment through distribution to the end customer. These pieces of equipment are highly customizable and often come with special attachments that an OEM may not manufacture themselves. A relationship with local distribution is vital to the service and support of the customer.

A14. Again, we realize that the Manufacturer relies on their dealer/distributor network to sell their equipment and provide warranty work and service for the equipment they sell. While this contract will not have service other than that provided by warranty work with parts necessary to complete the warranty work, we have asked for parts to be provided at a discounted rate, as a desirable. The customer will contact the dealer. The dealer will provide a quote for the product and any attachments, options, extended warranties, required, all itemized. The dealer will invoice the customer, again, an itemized invoice. The dealer will deliver the product or the customer will pick it up. The customer will pay the dealer as an agent of the manufacturer. The Manufacturer will ensure the dealer follows the scope of the contract.

Q15. Section 1 1.1 page 4, bottom of fourth paragraph. "The contract will be a multiple award contract for both equipment and warranty work with replacement parts." Our office manages whole goods equipment contracts. The local dealers perform the actual warranty and/or service work. Please note that service work and any needed parts, not covered by an applicable warranty, are quoted by the local dealer as needed. In other words, our corporate RFP response will not include pricing for service or parts. Any applicable charges for service or parts, after the initial machine sale, will be handled directly between the requesting agency and the local dealer.

A15. To clarify: The contract will be a multiple award contract for both equipment and warranty work with replacement parts. The only service involved with the contract will be for warranty work. If the warranty work requires parts to be used, then the parts will be supplied in order to perform the warranty work. We are asking for a discount percentage off of parts in general however, on an as needed basis. This is a desirable for the contract, not a requirement. The pricing pages do have a place to fill in a discount off percentage for parts if the supplier is willing to provide for a discount off parts.

Q16. Attachment A 16e. Possibility of 30 day acceptance testing. We produce made to order products with full machine warranty. When might acceptance testing be required, if ever? We are in alignment with item B.4 on page 41 that states, "All equipment warranties shall start on the date of delivery and shall be for the full term of said warranty." There is no mention here of delay on warranty start date due to a possible acceptance test beyond delivery date.

A16. If there is a warranty restart it would occur at the end of the 30 day period. This can be further addressed in the negotiation of the Master Agreement.

Q17. Attachment A 17 P Card payments – RFP states no additional fee allowed. We request permission to bill a 3% processing fee to allow credit card usage. Order amounts can be quite expensive and the granted discounts will not take into effect this billing convenience charge for just those customers that choose to pay with a P Card.

A17. The supplier's acceptance of a credit card for payment can be negotiated in the Master Agreement process. . In Oklahoma, the following applies: 14A OK Stat § 14A-2-417 (2014)A. No seller in any sales transaction may impose a surcharge on a cardholder who elects to use a credit card or debit card in lieu of payment by cash, check or similar means. While this is true for Oklahoma, other states would have to address this term in their Participating Addendum.

Q18. Will the contract allow sales of used equipment at fair market value?

A19. No, only new equipment is requested.

Q20. May changes be made to the sample pricing request to ensure they capture a broad range of products, including the most typical/common for governmental purchasers?

A20. Yes, one of the machines was not represented clearly. Please see the New evaluation sample pricing pages attached at the end of this document.

Terms

Q1. Under Attachment A: NASPO ValuePoint Master Agreement Terms & Conditions, should we read "Contractor" to mean dealer?

A1. No. The Contractor is the Manufacturer.

Q2. Can we word the Master Agreement such that dealers can sign the PAs with the states?

A2. No. The Manufacturer will negotiate the PA with each state. While we realize it is the dealer who will be interacting with the customer, as the Manufacturer's agent, the contract Master Agreement will be with the Manufacturer.

Q3. Can the price list and discount list be available to buyers only and not the general public?

A3. If the Supplier submits a price list as part of their pricing, it will be available on the contract website. The Supplier can either supply the price list with the discount already figured in, or just the pricing documents with the discount filled in because the pricing is always going to be based on the most current Manufacturer list price less the discount. Price list we are asking for on the flash drive as part of the response to the solicitation is not going to be published.

Q3. There seems to be a typo in Attachment B, section 9. Should the sentence read: "Any trade-in allowances determined by the Supplier shall be deducted from the established current price AFTER the discount is applied."

A3. Yes, that is how it should read. Please see the corrected section, B.9 Ordering, at the end of this Amendment.

Q4. Will the State of Oklahoma Terms & Conditions (Participating Addendum) be negotiated concurrently, or only after the Master Agreement is finalized? What about the other States that are included in Attachment H?

A4. The Master Agreement will be finalized first, then the PA's. See Section 1.6 Participating States.

Q5. General. There are Master Terms and Conditions provided and each state has their supplementary Ts and Cs which are also attached. Do we need to comment on the specific state Ts and Cs in our proposal or just the Master Terms and Conditions?

A5. The Master Terms and Conditions. The Participating Addendums will be addressed after the Master Agreement is negotiated. (This also pertains to a question concerning the State of Nebraska document concerning data.)

Q6. Terms of Master Agreement ("MA") a. Term. The MA can be extended by the state past 1 year; Is this solely at the state's discretion?

A6. Yes

Q7. Attachment A 21 Commercial General Liability – We do not purchase primary "products" liability insurance coverage. The required product liability limit falls within our self-insured retention. Please remove the word "product" from the contract as it relates to liability insurance. Or is this clarification better left for our particular submittal?

A7. This can be addressed upon creation of the Master Agreement.

Q8. RFP Section 36. Assignment of Antitrust Rights in the Master Agreement Terms and Conditions

This section states that the Contractor assigns to a Participating Entity (state) any claim for relief that the Contractor has or may have for any violation of state or federal antitrust laws in connection with any goods or services provided by the Contractor in that state. Is this assignment of rights intended to apply to the entirety of the Contractor's claim for the particular antitrust violation, or is it only meant to apply to the portion of the Contractor's claim that pertains to the dollar amount of equipment that the Participating Entity purchased in that state from Contractor or its authorized dealers?

A8. The assignment of antitrust rights clause has been in this cooperative's terms and terms and conditions at least since 2010. The clause arose out of court decisions limiting the ability of state attorneys general to pursue claims based on purchases in the state from governmental entities other than the state. The clause by its terms operates to assign only antitrust claims based sales of goods or services in the participating state under the master agreement.

Q9. Our understanding is that contract discounts may be adjusted by state to reflect underlying state contract usage fee levels. Delivery and setup/make ready cost recovery provisions also may vary between states. The inability to recover these other costs also impacts the supplier discount

structure. May the higher cost state discounts also be adjusted to reflect their lesser cost recovery provisions (i.e. – Oklahoma in H-11)?

A9. The discounts can be increased but not decreased. Negotiations can be conducted upon completion of NASPO Master Agreement.

Q10. License of Pre-Existing Intellectual Property (Section 20). Please explain what the right to “dispose of” intellectual property means in connection with the agreement?

Q10. Section 20 states that the Contractor must grant rights to any media in this contract. Does this mean that product literature, marketing material, and manuals that are OEM proprietary must be allowed to be distributed by the Purchasing Entity with full authority to modify or sell?

A10. This answer has to do with both of the above questions concerning Intellectual Property. The Purchasing Entity will not have full authority to modify or sell any product literature, marketing material and manuals that are OEM proprietary.

Q11. Summary Sales Data (Section 7) Suppliers need to report sales quarterly. This appears to mean only sales made under the contract, but please confirm. Also please confirm whether the data will remain confidential.

A11. Contract sales amounts won't be published but all documents will be subject to open records laws.

Q12. Attachment B: Scope of Work, B.13. Delivery

Does the provision for “other arrangements” cover custom orders that could take up to 150-180 days to deliver depending on the product and manufacturing location? Locally in stock equipment can often be delivered within a week.

A12. Yes, the use of “other arrangements” was meant to mean that if delivery cannot be made within 120 days, then the ordering party and the Supplier will work out a schedule for delivery.

Q13. Please confirm our understanding that service parts are not within the scope of the Master Agreement except when ordered as a completing item(s) for delivery with ordered equipment and as noted in the Warranty provisions.

A13. Service and parts means the warranty work that is performed with parts used to complete the warranty work. Parts in general are now a desirable item.

Q14. Can local dealers be granted authority to cover the full spectrum of quoting/selling/reporting sales/paying admin fees directly to NASPO and their home state, as may be required to comply with an applicable Participating Addendum - as opposed to our central office managing the sales activity for all dealers in Oklahoma and potentially nationwide? If dealers are allowed to quote, sell, report sales, and pay admin fees directly, will the contract be officially assigned by NASPO to each agreeing dealership/dealer family.

A14. The dealers, acting as agents for the Supplier, can quote and sell the equipment and deliver the equipment and receive payments for you. The Master Agreement is with the Supplier. The Participating

Addendums will be with the Supplier. The usage reporting that is submitted to NASPO ValuePoint will be provided by the Supplier, whose dealer network will report sales to, (as they probably already do as business practice). The usage reporting template can be adjusted to fit the information being reported. The administrative fees will be paid by the Supplier. Participating Addendums will address any processes other states require for reporting and any fees they may have.

Q15. Detailed sales data, I presume you (Joyce) are the contact for receiving the Oklahoma sales reports. Please provide email address for the NASPO ValuePoint Cooperative Development Team that is to receive the sales reports. If dealers are not allowed to quote/sell/report sales/pay admin fees directly, our office may not have ready-access to all categories presently shown on the requested detailed sales report. Depending on the allowance of dealers to quote, sell, report, and pay directly - we may need to revisit what content is available to our central office for the detailed sales reports.

A15. The reports can be adjusted according to what type of information can be provided. NASPO ValuePoint will work with the Supplier on the minimum requirements they need for reporting purposes. The contact information will be provided during the Master Agreement process. Oklahoma sales will be reported to the NASPO Value Point contact. Participating Addendums will address any processes other states require for reporting and any fees they may have.

This page replaces the page within the solicitation document that has jumbled text in numbers 5 and 6 of the Management and Leadership questions.

B.21 Administrative and Technical Response Requirements

Technical

The Suppliers who are awarded a Contract are expected to be financially capable of the production of all of the equipment that will be ordered. As a part of the process in subjectively evaluating your company's qualifications to provide equipment in a timely manner upon ordering, please answer **all** of the the following questions **completely** on **separate** pages, retaining the numbering system.

1. How many years has your company been in the new Construction equipment producing industry? _____ years.
2. Has your company ever filed for Bankruptcy? Yes _____ No _____
3. During each the past 5 years what is your average dollar amount of sales in the United States?
2011 \$ _____ 2012 \$ _____ 2013 \$ _____ 2014 \$ _____ 2015 \$ _____
4. How long does it take to produce a typical piece of equipment (base model, not special order)?
_____ months.
Are all of your most popular products (base model, not special order) maintained in inventory?
Yes _____ No _____
5. Have you ever had a recall situation for any of your equipment? Yes _____ No _____ and if yes, approximately how much of a negative impact in a dollar amount was it to the company to repair/replace the equipment? \$ _____.
6. Do you, the manufacturer, or your dealers in your network offer any value-added incentives to purchase such as seasonal sales? Yes _____ No _____, and if so how would you incorporate special sale situations in the contract?

Management and Leadership

Since the dealers are the ones the Purchasing Entities will be buying the equipment and parts from, as well as setting up and delivering the equipment and performing warranty work and maintenance, information given about your relationship with them is vital when evaluating your response. Please answer completely on a separate page, retaining the numbering system.

1. Is your dealer network in every state in the U.S. and U.S. properties? Yes _____ No _____
If no, where are you lacking coverage?

2. Describe how your dealers are chosen?
3. Describe the type of training is mandatory for the dealers to retain their ability to sell your equipment?

4. Are your dealers considered employees or independently owned businesses? Employees_____ Independently owned_____.

5. Are the dealers visited by a regional/district managerial employee of the Supplier on a regular basis? (i.e. auditing, inspection of premises, reporting procedures) If the dealers are independently owned businesses, describe how sales are made and to whom payment is made when the contract is part of a cooperative and who provides the required usage reports. If payment is made to a dealer on your behalf, how is that addressed in your company's policies?

~~Your response to the~~ Will you offer discounts on your extended warranties? Yes _____ No _____. If yes, please include in

6. Will you offer discounts on your extended warranties? Yes _____ No _____. If yes, please include in your response the types of the extended warranties and the terms, if No, still include the types and terms of your extended warranty plans.

7. Do you offer green options for hydraulic fluids? Yes _____ No _____. If yes, please provide the specifications for the fluid.

8. The roll out of a contract that has the capacity to serve every state in the United States as well as U.S. Territories is going to have to be well planned. What will you do to introduce this contract to the Purchasing Entities? Please attach your plan on how to make sure this contract is well-advertised, including any marketing ideas samples you may have.

9. Please list cooperative contracts you presently hold and state if they impede your ability to participate in other cooperative contracts.

This page replaces B.17 Allowable Charges. The change is underlined.

B.17. Allowable Charges

Freight/Shipping/Set-up Fees.

Freight from the Supplier to the dealer network locations within the lower 48 states or to the nearest port for Alaska and Hawaii shall not be paid by the Purchasing Entity. Please provide freight costs policy guidelines for your dealers, whether it is a set rate per loaded mile or the dealer is allowed to set the rate.

Delivery is to be FOB Destination (of ordering entity) freight prepaid and added to invoice.

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

Quotes shall show the Supplier's suggested retail price less any trade-in allowance if applicable, contract percentage discount off, freight cost, set-up fees, any allied or incidentals, and the final price for each item delivered.

Allied and incidental items requested by Purchasing Entities shall comply with their state or other government regulations. Allied equipment may only be sold in connection with the sale of a contract item. Items must be clearly labeled on the purchase order or quote as Allied.

Allied and incidental items are attachments, accessories, parts or bundles not manufactured by the contract Supplier that are requested by the Purchasing Entities to complete the purchase of equipment awarded on contract but not substantially convert the product.

Unpublished or non-contract options required to complete a product ordered but not convert a product to where it competes with a product item awarded to another supplier.

This page replaces B.9 Ordering. The change is underlined.

B.9. Ordering

No minimum orders will be considered under this Contract. Please see the pricing attachment for value-added incentive volume discount request.

Options/Accessories/Attachments on ordered equipment shall include all standard items normally furnished by the Supplier's manufacturer/dealer for the basic equipment being purchased.

Suppliers shall identify any websites that can be of assistance in determining needs and calculating total cost of items purchased.

Any trade-in allowances determined by the Supplier shall be deducted from the established current price after the discount is applied. The formula will be to deduct the discount from the established current price and then take off the trade-in allowance. (Only for those Purchasing Entities allowed to trade-in equipment for new equipment).

Example: List price is \$17,199, and the discount is 23% and the trade-in is \$6,000. $\$17,199 - 23\% = \$13,243.23$. $\$13,243 - \$6000 = \$7,243.23$, final price.

The purchasing entity is responsible for being familiar with all of the contract terms and conditions.

Supplier shall furnish any required Safety Data Sheets or a composite concentration list prior to contract award, with the product invoice, or at the request of the Purchasing Entity.

Suppliers shall provide catalogs and current price lists at no charge upon purchasing entity or Contracting Officer's request. A copy of the catalog pricing page or price list IS to be made available to the purchaser for their accounting divisions.

All equipment shall be delivered with one copy of the operator's manual, and an illustrated repair parts manual or list. If other manuals are required by the Purchasing Entity, they shall be offered at the discount offered in the price attachment.

Changes in Supplier Contact

The Supplier shall notify the Contracting Officer of any changes in the company status, such as mergers, sell offs, discontinuation of equipment, addition of equipment lines and changes in the contact information of the Contract. The Contracting Officer shall be able to contact the Supplier at all times during business hours.

This page replaces the pages in the solicitation for evaluation purposes only.
For evaluation purposes only the Supplier will provide the price, based on the most current Supplier's List Price, less the discount to be offered, of the following types of equipment as a **sampling** of what is offered: This is just for the evaluation.

Skid Steer Loader

Minimum specifications, basic common model requested:
Wheeled Skid Steer Rated Operating load standard of between 1,675 and 2,100 (pounds) _____pounds.
Tipping Load of between 3,475 and 4,200 (pounds) _____pounds.
Bucket Pin Height at Maximum Lift between 116" and 122". _____inches.
Operating Weight of between 6,200 and 7,500 (pounds) _____pounds.
Brand: _____
Model # _____
Current Supplier List Price: \$ _____ Less Discount Offered: _____% =
Price: \$ _____.

Tracked (Crawler) Excavator

Basic most common model:
Operating weight of between 35,000 and 53,000 (pounds) _____pounds.
Track length between 12' and 15" _____feet.
Shipping Height between 9.50' and 11.50' _____feet.
Bucket digging force between 23,000 lbf and 26,000 lbf, _____lbf.
Maximum digging depth between 18' and 22' feet. _____feet.
Brand: _____
Model # _____
Current Supplier List Price: \$ _____ Less Discount Offered: _____% =
Price. \$ _____.

Motor Grader

Basic common model:
Operating weight in pounds between 35,000 and 45,000 pounds. _____pounds.
Moldboard length in feet between 11.50' and 15'. _____feet.
Overall length in feet and inches between 27' and 29'8". _____feet _____inches.
Blade lift above ground in inches between 16.50" and 19.50". _____feet _____inches.
Brand: _____
Model # _____
Current Supplier List Price: \$ _____ Less Discount Offered: _____% =
Price. \$ _____.