

Request for Proposals (RFP) Addendum #3

SWIFT Event: 2000010115

Addendum Number: 03

Date of Addendum: 11/6/2019

Due Date, Time: 11/14/2019; 2:00pm

Revised Due Date, Time (if changing): 11/20/2019; 2:00pm

Title: NASPO RFP for IT Research and Advisory Services

SCOPE OF ADDENDUM

1. Request for Proposal Due Date has changed as noted above.
2. The following are changes to the RFP: Posting vendor questions to the RFP and the State's answers.

Vendor questions to the RFP and State's answers are as follows:

1. Must a responder provide all three of the mandatory requirements listed below; or can a responder need to meet just one and be considered under this RFP?
 1. An online database containing research articles (of at least 1,000 articles published within the last five years)
 2. Over-the-phone consultation with experts; and
 3. In-person consultation with experts

Responders must meet all three mandatory requirements in order to be evaluated for this RFP.

2. Are distributors eligible to submit a proposal for this solicitation or is it limited to manufacturers?

Any entity meeting the Mandatory Requirements is eligible to submit a response.

3. Can a vendor's services be bundled with another partner in order to meet the mandatory requirements?

The response may include the use of subcontractors, provided the Responder retains responsibility for all performance.

4. If a provider is selected, is there a guaranteed level of commitment to that providers?

The issuance of a master contract is not a guarantee of work under this program.

5. What is the scope or term of the resulting Master Agreement?

The initial anticipated contract period will run for three (3) years, with the option to extend up to two (2) additional years.

6. On page 9 under Mandatory Requirements, as well as other places, how are articles defined?

Articles are defined as a piece of writing, white papers, research reports, webinars, bulletins, summaries or any other IT research oriented document supported by objective Information Technology research that has been published within the last five (5) years.

7. On page 14 under Mandatory Requirements, and other places, how is online database defined?

An online database, for the purposes of this solicitation is defined as: A database that is available online via a secured login in containing searchable information technology research articles.

8. To create a pool of highly qualified companies on this contract, will the lead state of Minnesota and NASPO ValuePoint please consider creating two tracks of service identified as:

Track 1: IT Research Services (e.g. for research databases, data, articles, trend reports, and benchmarking services)

Track 2: IT Advisory and Consulting Services (e.g. for advisory engagements, strategic planning, digital transformation services, digital government services, establishing and implementing IT governance, data analytics, and IT talent management)

This solicitation seeks to contract with responders who can provide Information Technology Research and Advisory services.

9. The Mandatory requirement of an online database containing at least 1,000 research articles will limit competition and discourage small businesses and highly qualified IT advisory companies from bidding on this RFP. In order to increase competition and ensure best value will the lead state of Minnesota and NASPO ValuePoint please remove this mandatory requirement?

No.

10. Given the states and NASPO ValuePoint are seeking the most qualified companies and that this RFP is to be awarded on best value, which is typically quantified as 30% or less of the total evaluation, will the lead state of Minnesota and NASPO ValuePoint reduce the 40% weight given to the cost proposal in Phase Three?

The 40% weight given to cost in Phase 3 is at an appropriate level when considering cost is weighted at 10% in phase 2.

11. Since NASPO does not consider itself a party to any resultant Agreements, how does NASPO describe its role?

NASPO ValuePoint is a cooperative purchasing entity that facilitates cooperative contracting among the states. NASPO ValuePoint is an intended third-party beneficiary under the terms of a subsequently awarded contract.

12. In Attachment A Clause 2, entitled Definitions, suggest “embedded Software” and “Product” be deleted in their entirety.

While these definitions may not be applicable to the service offering, leaving these definitions in the RFP does not create any additional requirements for responders.

13. Request that Clause 6, sub-paragraph b in Attachment A, entitled Administrative Fees be replaced with the following: “Any administrative fee assessed or charged by client via its Participating Addendum will be an uplift to the fees contained in this Agreements pricing schedules.

The State does not see a fundamental difference between the request and the language in Attachment A. The State will consider the requested clarification during contract negotiations with awarded responders.

14. Suggest deleting subparagraph b under Clause 8 in Attachment A, entitled NASPO ValuePoint Co-operative Programs Marketing, Training and Performance Review.

As with all NASPO ValuePoint cooperative agreements, NASPO ValuePoint anticipates working with awarded Vendors to help promote the resulting contracts. The information in the Participating Addenda is rarely considered protected information by the states. Nonetheless, the needed arrangement can be further discussed during contract negotiations with awarded responders in order to address this concern, while meeting the needs of NASPO ValuePoint members

15. Suggest deleting Clause 38 in Attachment A entitled Leasing or Alternative Financing Methods as it is not applicable

While this clause may not be applicable to the service offering, it is included to allow for flexibility in the future. This clause does not create any additional requirements for responders.

16. Suggest NASPO reserve/provide a section where Vendors could present their standard commercial license terms.

Provide your standard commercial license terms as a part of your response to Section 3, C. Cost Proposal, Part 1: Offerings

17. Suggest the deletion in their entirety of Attachment A clause(s) 16, 17, 18, 19, 20, 30, and 33 entitled Inspections and Acceptance, Payment, Warranty, Title of Product, License of Pre-existing Intellectual Property; Defaults and Remedies, and Indemnification. The services

being solicited are commercial services provided by most Vendors subject to standard commercial license terms.

Terms for inclusion in a final Master Agreement are subject to negotiations, so long as they do not materially differ from the requirements in the RFP. The State will review this request in order to determine whether any of the requested deletion might be considered a material deviation and whether its inclusion is necessary and adjust accordingly.

18. Shipping – language to reflect no tangible items to be shipped.

Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions Section 14. Shipping and Delivery is not applicable for this type of contract. Section 14. Shipping and Delivery is removed in its entirety.

19. Several comments have been received regarding the terms and conditions of the resulting contract(s).

Section 3.4, Acceptance of Contract Conditions, puts responders on notice that exceptions to contract terms and conditions should be detailed as a part of your response. Only those exceptions detailed in a response will available for discussion or negotiation.

This addendum shall become part of the RFP and should be returned with, or acknowledged in, the response to the RFP.

RESPONDER NAME:

SIGNATURE:

TITLE:

DATE: