

RESPONSE TO QUESTIONS

RFP16000231 Laboratory Equipment and Supplies

Question	RFP Section	RFP Page	Question	Response
1	2.5	Pg 3	Please advise if Offerors are required to review and respond as part of their proposal submittal, to State specific terms and conditions (Attachments H-Y)	No, Offeror is not required to review and respond to Attachments H-Y. These State specific terms and conditions are a courtesy.
2	5.1	Pg 9	In the pre-bid meeting, the State told vendors that any exceptions would result in a vendor's bid being non-responsive, yet in the bid Section 5.1, it states if vendors take exception to a mandatory requirement the vendor will be declared non-responsive. Please clarify what the State meant here, i.e., exception to any provision or exception to only mandatory provisions will be declared non-responsive?	Vendors which take exception to or otherwise fail to comply with Mandatory (M) (or (ME)) specifications or requirements will be found non-responsive.
3	5.1	Pg 9	What does the State mean by an "exception"? Does it mean that the vendor will not fully comply with the stated mandatory requirement?	The state will make a determination of whether a vendor has taken an "exception" at the time of evaluation, based on the contents of the vendor's proposal. Examples of exceptions may be failure to fully comply with a mandatory requirement or inclusion of language which qualifies the response or which is otherwise contrary to the requirement.
4	6.1	Pg 10	If submitting proposal electronically through IPRO do we need to include an electronic version of the Signature page?	Yes. For IPRO submissions, the Signature Page must be manually or electronically signed, and uploaded with vendor's response.
5	7.2	Pg 12	Can the references be from outside of the NASPO ordering entities?	Yes. Please reference Attachment F , which provides (in part): <i>References must be from individuals, companies, or agencies with knowledge of the Offeror's experience that is similar in nature and scope to the products or services being requested by this RFP and are within the last five (5) years from the closing date .</i>

6	7.2.1	Pg 12	If the Offeror wants to respond to all Bands (1-4) is it necessary to provide three (3) references for each band or will three (3) references from Band 1 be sufficient?	It is only necessary to provide a total of three (3) references. All references received will be averaged.
7	9.4	Pg 15	Are the NASPO ordering entities responsible and billed for overnight freight charges?	Please reference section 9.4.4. If any items ordered have special packaging (e.g. dry ice), handling (e.g. next day delivery required), or a special pricing arrangement has been made between the manufacturer and the Participating State that will require the Contractor to charge additional shipping, these items must be marked/flagged in the ordering system to clearly identify that they are subject to additional charges.
8	9.4.1	Pg 15	Would the State of Idaho consider removing the wording in the first sentence that requires "inside delivery", or develop additional wording that does not mandate "white glove" delivery services, or "benchtop" delivery services which are non-standard delivery services and would required [sic] considerable additional Contractor expense?	No. Please reference section 9.4.4.
9	9.4.7	Pg 16	Can the examples in the first line be updated to include "liftgate service, white glove, equipment set-up, and trash removal?" These are all services which require additional Contractor expense, and are considered non-standard.	Please reference section 9.4.4. If any items ordered have special packaging (e.g. dry ice), handling (e.g. next day delivery required), or a special pricing arrangement has been made between the manufacturer and the Participating State that will require the Contractor to charge additional shipping, these items must be marked/flagged in the ordering system to clearly identify that they are subject to additional charges.
10	9.4.8	Pg 16	In the last sentence of this specification, is an alternate delivery "site" meant, or alternate delivery "arrangement" meant?	It is referencing an alternate delivery site.
11	9.4	Pg 15	We cannot guarantee 7 Day ARO delivery. 30-90 days is standard in our industry. (Band 4)	Added language to 9.4.1 (30-45 days, or as agreed to by Ordering Entities, for Band 4)

12	9.6.1	Pg 17	At times under the expiring contract, timely receipt of notification for concealed shipping damage from the ordering entity has been problematic. Ordering entities must note apparent damage when receiving shipments from carriers on the Bill of Lading. The ordering entity has a 24 hour window in which to request inspection from the carrier for concealed shipping damage claims, and this becomes a significant risk to Contractor when capital equipment is shipped FOB: Destination. Can you create some additional language around this specification that forms an ordering entity requirement to promptly inspect all shipments for concealed shipping damage, and notify Contractor and carrier within 24 hours of delivery and receipt if an item is found with concealed damage?	Added language: Delivery will be inspected within three (3) business days.
13	9.6	Pg 17	Because our systems are generally in a lab rather than on a loading dock if and when they need to be returned, and it is important that the products be packed to prevent damage in shipping, we generally do not send call tags. Instead, someone will come in when necessary to assist in packing and returning any products.	Contractors may use their preferred method to pick up the items/equipment within the specified timeframe. Contractors must communicate the methodology to the entity requesting the return in a timely manner.
14	9.16.1	Pg 19	The State of Idaho is asking for 1 hard copy catalog and 1 electronic copy. As Contractor no longer publishes a paper catalog and CD version, would access to our full product offering through a searchable internet site be acceptable for meeting both requirements in Band 1. Printing a hard copy for bid submission purposes would not be a sustainable practice, and with a product offering of >1 million sku's would be very expensive to produce.	No, a searchable website will not be acceptable. We can accept a flash drive in lieu of a hard copy.
15	9.16.1	Pg 19	Is there any requirement in how the electronic Price List is to be formatted? Can the electronic Price List be submitted in a Microsoft Access table?	No, we cannot accept the price list in an Access table. We will accept the price list in as an unprotected Excel document.

16	9.16.1	Pg 19	Can IPRO accept extremely large file attachments, like an electronic Price List, or must those files be submitted manually to the State of Idaho as a separate file?	Yes, IPRO can accept large documents.
17	9.16.1	Pg 19	If submitting proposal electronically through IPRO, is the Offer required to provide a hard copy of the current catalog and currently effective, nationally Published list price? If hard copy required what are the guidelines for submission if all other responses are electronic?	We can accept a flash drive in lieu of a hard copy. If submitting electronically but sending your catalog and price list manually, please follow the instructions listed in Section 4.9.2.
18	10.2.1	Pg 21	Pricing is determined at the time an order is entered into Contractors systems and cannot be adjusted as requested in the second sentence of this requirement. Contractor cannot comply with the requirement. We request the State of Idaho remove the additional requirement in the second sentence.	No, we will not be removing this requirement.
19	9.4.4	Pg 21	Will the committee be evaluating the total cost of acquisition if items have special packaging or handling charges associated with its procurement? There may be large differences in these costs.	This will be addressed at the individual Participating Addendum level.
20	11.2.1	Pg 22	Can 11.2.1 add a statement such as "Cost evaluation is on base price. The NASPO administrative fee and individual state administrative fees are not included in the base price total offered"?	The NASPO administrative fee is included in the base price and will be evaluated. State administrative fees are not included in the base price.
21	11.2.1	Pg 22	There is a reference to a section 9.17.4 and 9.17.1. We do not see these sections in the documents. Is this a typo and if so please provide the corrected section numbers.	This was a typo; the correct sections are 9.16.1 and 9.16.4.

22	10.2 and attachment A	Pg 27	<p>There is a conflict in price information. Page 21, section 10.2 states that contractors may request a price increase no more than once per contract year in accordance with changes made by the manufacturer. Page 27, #6 states that all prices and rates must be guaranteed for the initial term of the master agreement (Which is three years) and price increase can be requested following the initial master agreement. Are we able to request price increases in years 1-3 if the manufacturer has increased their pricing?</p>	<p>We have modified the language in Attachment A, section 6 as follows: All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and Requests for price adjustments must be made at least thirty (30) days prior to the requested effective date, and must include sufficient documentation supporting the request. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed. Adjustments will not be considered more than once per contract year. Requests must be approved in writing by the Lead State in order to be effective. Retroactive price adjustments will not be allowed.</p>
23	Attachment A	Pg 27	<p>Under what conditions is the NASPO contract canceled with the Contractor?</p>	<p>The determination to cancel could be based on a number of different factors.</p>

24	Attach A – NASPO Terms. #14(a)	Pg 29	<p>Will the State of Idaho and NASPO consider modifying the indemnification requirements in the NASPO standard terms and conditions? As written, Contractor is agreeing to a broad indemnity and agreeing to indemnify for every kind of loss. We believe the following edits offer greater protection than the original NASPO terms and a more balanced and fair approach to indemnification.</p> <p>Recommendation:</p> <p>a. Indemnification of the Lead State is governed by Section 12, State of Idaho Standard Contract Terms and Conditions. Otherwise, the Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), Participating Entities other than the Lead State, 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 <u>third party</u> claims, damages or causes of action including reasonable attorneys’ fees and related costs for any death, injury, or damage to property arising from <u>(i) breach by Contractor of the Master Agreement; or, (ii) negligent or wrongful</u> act(s), error(s), or omission(s) of the Contractor, <u>officers, directors, shareholders, agents, servants,</u> employees, <u>and representatives</u> or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement, provided, <u>that this Section shall not obligate Contractor to indemnify any indemnified party for any portion of damages directly attributable to, and directly caused by, the negligence of an indemnified party.</u></p>	<p>The language in Attachment A #14 has been modified as follows:</p> <p>a. Indemnification of the Lead State is governed by Section 12, State of Idaho Standard Contract Terms and Conditions. Otherwise, the Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), Participating Entities other than the Lead State, 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 <u>third party</u> claims, damages or causes of action including reasonable attorneys’ fees and related costs for any death, injury, or damage to property arising from <u>(i) breach by Contractor of the Master Agreement; or, (ii) negligent or wrongful</u> act(s), error(s), or omission(s) of the Contractor, <u>officers, directors, shareholders, agents, servants, its employees and representatives</u> or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement, <u>provided, that this Section shall not obligate Contractor to indemnify any indemnified party for any portion of damages directly attributable to, and directly caused by, the negligence of an indemnified party.</u></p>
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25	Attach A – NASPO Terms. #17 (b)	Pg 31	We (Contractor) are self-insured for the deductible amounts of our CGL policy. Is this acceptable to the State of Idaho and NASPO? How and where should we call this out in our response?	The language in Attachment A #17 b. has been modified as follows: Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
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26	Attach A – NASPO Terms. #17 (c)	Pg 31	The second sentence and requirements in this section will be difficult to comply with as written. Our carriers won't agree to provide notification; however, we typically agree to provide any required notice of change in policies. As notice is covered in both (d) and (e), can the second sentence be deleted?	<p>The language in Attachment A #17 c. has been modified as follows:</p> <p>c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor. Contractor shall provide notice to Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.</p> <p>d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and for written notice of cancellation to be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State (or other Entity) as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection. Other Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state (or other entity).</p>
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27	Attach A – NASPO Terms. #17 (e)	Pg 31	Our standard ACORD certificates do not include policy exclusions and endorsements, and this is something that we have not been asked to provide to any other government or commercial customer. Would you consider removing that requirement or replace “including” in line 7 with “which may include, but is not limited to”?	<p>The language in Attachment A #17 e. has been modified as follows:</p> <p>Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order’s effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement’s termination or the termination of any Participating Addendum.</p> <p>copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, result in this Master Agreement’s termination or, at the sole discretion of a Participating Entity, the termination of a Participating Addendum.</p>
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28	Attach A – NASPO Terms. #19	Pg 32	<p>Contractor does not own the intellectual property rights that the State of Idaho and NASPO seeks a license for under this section. Where Contractor is not the manufacturer of the products, and considering the number of manufacturers and suppliers Contractor is providing through its offer, it would be impossible to obtain the consent that NASPO is seeking under this section. Considering the nature of the products requested under this RFP, we recommend that the State of Idaho and NASPO delete this section and its requirements in its entirety.</p>	<p>The language in Attachment A #19. has been modified as follows:</p> <p>Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, transfer with any sale of tangible media or Product, modify, deliver, 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 license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed 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.</p>
29	Attachment A	Pg 32	<p>Is section 19, License of Pre-Existing Intellectual Property referring only to the software which we would be offering under this Master Agreement? If so, our software is covered by a License Agreement with our parent company which we can provide for your review.</p>	<p>The language in Attachment A #19. has been modified as follows:</p> <p>Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, transfer with any sale of tangible media or Product, modify, deliver, 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 license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed 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.</p>

30	Attachment A	Pg 32	<p>Is section 19, License of Pre-Existing Intellectual Property referring only to the software which we would be offering under this Master Agreement? If so, our software is covered by a License Agreement with our parent company which we can provide for your review.</p>	<p>The language in Attachment A #19. has been modified as follows:</p> <p>Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, transfer with any sale of tangible media or Product, modify, deliver, 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 license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed 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.</p>
31	Attachment A	Pg 34	<p>We understand each state has their own administration fees on top of the .25% NASPO administration fee. Does NASPO have the maximum administration fee percentage amounts based on the states that are currently participating?</p>	<p>Only the 0.25% NASPO ValuePoint Administrative Fee is included in your offered pricing. Under section 26b, other states' (including Idaho's) administrative fees will be separately addressed in the Participating Addendums and may be <u>added</u> to your base price when executing a Participating Addendum.</p>

32	Attach A – NASPO Terms. #29	Pg 36	<p>Will the State of Idaho and NASPO consider amending its warranty language to remove warranty requirements that are unreasonable for any distributor to provide for products supplied within the scope of an award? As a distributor, Contractor should only be expected to warranty to the manufacturers' specifications and release tolerances for the products ordered, or use reasonable efforts to obtain the seller or manufacturers' warranty for products sourced from third party suppliers. At a minimum, we would ask that the requirements made under (a), (b), and (c) be deleted as Contractor's broad product offering, and large sales force make it unreasonable to warrant its products suitability for a specific purpose. These requirements are far too broad, and have been removed in previous NASPO agreements.</p>	<p>The language in Attachment A #29. has been modified as follows: The Contractor warrants for a period of <u>one</u> 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 intended to be 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) b the Product is designed and manufactured in a commercially reasonable manner, and (e) c 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.</p>
33	Attach A – NASPO Terms. #29	Pg 36	<p>As the Contractor is a distributor, and not typically the manufacturer of the products sold, we believe it is reasonable for Contractor's liability to be capped at some reasonable amount. We would respectfully request the State of Idaho and NASPO to consider including a reasonable cap on liability and a waiver of claims for consequential or special damages.</p>	<p>See Answer 32, above. The remainder of the NASPO ValuePoint term #29 will remain the same.</p>
34	Attachment A – Item 29	Pg 36	<p>Can 29 be amended to state "The Contractor warrants for a period of the manufacturers standard commercial warranty from the date of Acceptance"?</p>	<p>See Answer 32, above. The remainder of the NASPO ValuePoint term #29 will remain the same.</p>

35	Attach A – NASPO Terms. #30	Pg 37	If this is applicable to an award, would the State of Idaho and NASPO consider deleting the requirement, or changing “best efforts” to “commercially reasonable efforts”? “Best efforts” sets an extremely high bar for meeting the requirements, and could result in undue and unreasonable expense on behalf of the Contractor.	Attachment A section 30 has been revised as follows (<i>the section has been deleted for this RFP</i>): System Failure or Damage [RESERVED] In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.
36	Attachment A	Pg 38	<p>The RFQ [sic] requires that the Contractor supply an online order placement and tracking system and an online catalog. We do not have this capability. We have no specific website through which customers can access their orders or purchase history. We have worked with customers through websites such as SciQuest, Ariba, and various states’ specific e-procurement sites, so, although we do not use EDI, we can accept purchase orders electronically, through websites, via email, and via fax. We can provide an up-to-date list of all products which have been shipped to any specific customer upon request.</p> <p>We do not provide an online catalog at least in part because of the nature of what we provide. We are in Band 4. Our systems must all be uniquely configured for a specific end user’s needs. We are concerned that if we post the entire product line, and customers do not consult a representative, they may end up ordering a system that will not work or will not be the best solution for their requirement. There are specific packages we could add to a hosted catalog, but these would be representative systems not necessarily the specific solution any given customer would need.</p>	At a minimum, all contractors will be required to participate in the eMarket center with ordering instructions created by the contractor. These instructions will be made visible to all Participating Entities.
37	Attachment F	Pg 48	Attachment is also referenced as “(E)”. Was this a typo? Can this document be made available in a MS WORD version for the customers responding with a reference?	Yes, it was a typo. Attachment F – References is correct. Yes, a Word version of the amended RFP will be uploaded to IPRO.

38	Signature Page		Please confirm it is acceptable for bidder submitting electronically through IPRO to sign & scan the signature page for upload.	See Answer 4, above. Yes, it is acceptable for vendor to sign, scan and upload the State of Idaho Signature Page.
39	Idaho Terms – Article 12	Pg 4	<p>Will the State of Idaho consider modifying language in its indemnification requirements? As written, Contractor is providing a broad indemnity and agreeing to indemnify for every kind of loss. We believe the following edits offer greater protection than the original terms and a more balanced and fair approach to indemnification.</p> <p>Recommendation: Contractor shall defend, indemnify and hold harmless the State from any and all <u>third party</u> liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, <u>officers, directors, shareholders, agents, servants, employees and representatives</u> its employees, agents, or subcontractors under the Contract that cause death or injury or damage to property or arising out of a failure to <u>materially</u> comply with any state or federal statute, law, regulation or act. Contractor shall have no indemnification liability under this section for death, injury, or damage arising solely out of the negligence or misconduct of the State.</p>	This is Idaho's Standard language, and will apply to Idaho's Participating Addendum. The indemnification provisions of other states will be addressed between Contractor(s) and the Participating Entit(ies) during the Participating Addendum process.
40	9.16		If we are bidding on Band 1, Full Catalog, does bidding on Band 1 automatically include you in Bands 2-4 or do you need to bid on Bands 2-4 individually?	Please indicate which Bands you are bidding on.
41	General		How many contracts will be awarded for each band?	We do not have a predetermined number of awards. The number will be determined after the evaluation is complete.
42	General		What is the lead time that is granted contractors in the event that NASPO cancels the contract? Ex: 30 days or 60 days, etc.	Sixty (60) days. Please refer to Attachment A section 7.

43	General		Will NASPO ordering entities provide updated sales forecasts for the contractor to negotiate price reductions with suppliers?	No; however, the Lead State will work with Contractor(s) to the greatest extent possible to secure more advantageous pricing for Ordering Entities throughout the life of the Contract.
44	General		Will you allow an extension to the question period through 10/30/2015?	No.
45	General		Will the States allow any exceptions to their terms and conditions in the event bidder may not be able to agree to terms?	See Answers 2 and 3, above, with regard to Idaho's Terms and Conditions. Individual states' (and other entities) terms and conditions will be negotiated by Contractor and the Participating State/Entity during the Participating Addendum process.
46	General		Will NASPO allow any exceptions to the terms and conditions in the event bidder may not be able to agree to all terms?	See Answer 45, above.
47	General		Several sections in the RFP already have the statement that these sections are "mandatory". Does this mean there can be no exceptions/negotiations of terms in these "mandatory" sections? If there are other sections of the RFP and incorporated state terms wherein the language cannot be negotiated, can you please identify these sections?	All Mandatory sections are identified with an (M). There cannot be any exceptions/negotiations of terms in mandatory sections.
48	General		Can 2.5 be amended to state "In the event of a conflict between the master agreement and individual state agreement terms and conditions, the master agreement will take precedent."? [sic]	No. Please reference Attachment A section 1 Master Agreement Order of Precedence.
49			For Offerors who are awarded a contract, will NASPO ValuePoint enter into good faith negotiations with Offerors regarding applicable terms, conditions, and requirements that will be contained in the subsequent contract, including the State of Idaho standard contract terms and conditions?	No. See Answer 45, above.

50			If there is a conflict between State specific terms and conditions and the State of Idaho standard contract terms and conditions, which terms will take precedence?	Please reference Attachment A section 1 Master Agreement Order of Precedence.
51			<ol style="list-style-type: none"> 1. Is the excel file the complete list of products? <ol style="list-style-type: none"> a. If not can we get a full detailed list? <ol style="list-style-type: none"> i. The PDF product information from page 42 on is very vague and hard to give exact matches, for example it says “plastic ware” then gives examples of what type of plastic ware but no details of sizes, dimensions, etc. 	<ol style="list-style-type: none"> 1. No. This is a representative sample. <ol style="list-style-type: none"> a. No. It is unknown what each supplier will offer. <ol style="list-style-type: none"> i. Only provide pricing for the items requested on the representative sample.
52			What about reagents for analyzers, etc? Does this RFP not include these?	This RFP does include reagents, see Section 11.2.2
53			<p>Is this RFP need to be all inclusive? In other words do we need to make sure we can bid on all of the products?</p> <p>For example-What if we can only provide for 75 out of the 100 can we still bid on just hose 75?</p>	Please reference section 9.16.2
54			What is the submitted due date?	The close date has been changed to December 3, 2015.