Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155

SOLICITATION ADDENDUM

Addendum No.:	04	Date of Addendum:	July 25, 2024
Due Date, Time:	July 31, 2024, 3:00 PM CT	Revised Due Date, Time:	August 5, 2024, 3:00 PM CT
Buyer:	Paul Thomas	Agency:	Office of State Procurement
SWIFT Event/Posting Ref. No.:	2000015883	Title:	NVP Public Safety Vehicle Lights, Sirens, & Accs.

SCOPE OF ADDENDUM

This addendum containing the following revisions, additions, deletions, or clarifications is hereby made part of the Solicitation, including the Sample Contract and Exhibits if applicable.

The purpose of this addendum is to:

1) Revise the due date and time of the Solicitation.
2) Respond to question(s) received by the deadline stated in the Solicitation.
3) Revise solicitation attachment: 00-_RFP_Overview_V2.pdf (see 00-_RFP_Overview_V3.pdf)
4) Add Attachment L- State of Vermont Terms & Conditions to the Solicitation event.
5) Add Attachment M- Standardized Detailed Sales Reporting Template to the Solicitation event (see answer #11 below).
5) Revise solicitation attachment: Att._D_-_Sample_Master_Agreement.pdf (see Att._D_-_Sample_Master_Agreement_V2.pdf)

Responders acknowledge receipt of this addendum by responding to SWIFT Event No. 2000015883, Version 5 (or more recent version) by the solicitation due date and time.

Except as modified by this addendum, all the terms and conditions remain in full force and effect.

ADDENDUM

I. The State extends the due date and time of the solicitation from July 31, 2024, 3:00 PM CDT to August 5, 2024, 3:00 PM CDT.

II. Below are the State's Responses to questions received by the deadline stated in the solicitation.

Q1. I do not see Installation services in this solicitation, was it intentionally left out of this solicitation?

A1. Installation is not currently part of this solicitation.

Q2. Are we required to acknowledge any Solicitation Addendums? If so, where would this be?

A2. Responders automatically acknowledge receipt of addendums by responding to SWIFT Event No. 2000015883, Version 5 (or more recent version) by the solicitation due date and time.

Q3. Attachment H, Section 1: Is it acceptable to NASPO that we only list those authorized distributors currently participating in a NASPO MA/PA?

A3. Yes, that would be acceptable. Responders may submit their response with current authorized distributors participating in the current MA/PA.

Q4. Attachment B, Scope of Work, Section 3G, Authorized Distributor List: This section states the contractor may submit a list of authorized distributors specific to each state. Does this allow us to skip Att H Section 1 and handle this on each States PA?

A4. No.

Q5. Attachment H, Section 4: Customer Service Contact Name, Email Address, Phone (Orders/Quotes/Product Questions) will vary by state. Each state has its own list of salespeople. We supply this information to each state during the PA process. It is either included in the PA or as an attachment to the PA. Is it acceptable to answer with "This information will be provided on each state's PA." We also list all Authorized Managing Sales Representative on the back of the Price Lists which are submitted with this offer.

A5. Yes, this would be acceptable for cell C6, Section 4, Attachment H.

Q6. Attachment H, Contract Pricing Terms, #3 Delivery: Can you add "Custom Built Product, Lead Time is Negotiable"?

A6. Please use Attachment G for any proposed changes to the current Sample Contract.

Q7. This contract's start date is 3.1.25 and expires on 2.27.27. We are expecting a price increase at the end of 2024. Do we send the current 2024 price list, and can we update to the 2025 price list before this contract starts in March of 2025? If we can't update the price list, can we either (i) Supply the 2025 price list or (ii) reduce the discount to cover the proposed price increase? If we reduce the discount, could we give a deeper discount at renewal, 3.1.27?

A7. The anticipated Contract start date is March 1, 2025. This is ultimately up to the responder on how to handle but the pricing submitted must remain firm until February 28th, 2027.

Q8. Attachment A, Canadian Entities: Are we able to change the terms and conditions, such as: adjust discount, add Exchange Rate and add freight to the invoice to offset the additional costs with selling in Canada?

A8. NASPO anticipates that any required modifications to the T's and C's regarding Canadian sales would be negotiated at the PA level when more robust processes are developed for sales to Canadian entities under NVP contracts.

Q9. Attachment A, Canadian Entities: Would this be included in this solicitation or are these issues handled in each Canadian PA by province?

A9. Would be handled at the PA level.

Q10. Attachment A, Canadian Entities: If we can't adjust the offer to Canada, are we required to sign a PA with Canadian customers?

A10. Attachment A, 22B, Potential Participation by Canadian Entities states that Canadian entities may be eligible to use a Master Agreement resulting from this RFP, with the approval of the Contractor.

Q11. Attachment D, 5.3.3 Detailed Sales Data: "The contractor shall, using the reporting tool or template provided by NASPO…." Can you supply this template for our review? Additionally, can you look at reducing the requirements that are in place today? Is NASPO using this data?

A11. **Attachment M - Standardized Detailed Sales Reporting Template** has been added to the event as part of this addendum. The current requirements will not be changed. NASPO uses the data to perform market basket analysis that may be used for re-solicitations. NASPO also may use it to get an idea of the customer base that is buying from that contract. The reports may also be used by NASPO's Finance department to perform audits.

Q12. Attachment D, 5.3.4: Can you better explain "Sales Data Crosswalks" and what you are looking for from this data?

A12. Attachment D has been updated as part of this Addendum to remove Section 5.3.4 Sales Data Crosswalks.

Q13. Attachment D, 5.7: Additional Agreement with NASPO. Can you explain this section? It sounds like NASPO can require us to enter into a contract with other NASPO contractor holders under the T/C of this contract. Do we as contract holders have the right to accept or deny individual NASPO contract holders? If this other vendor is not a current customer of ours, and for whatever reason we don't want to set them up, if their credit is sub-par, or if they are a competitor of ours, would we have the option to say no? If they don't pay, will NASPO be responsible for all missed payments?

A13. This language is included so that NASPO can enter into an arrangement regarding reporting and admin fees. It is intended to protect NASPO in the event that a vendor is severely derelict in its reporting obligations. NASPO anticipates that any such agreement with a vendor would be negotiated.

Q14. Attachment D, Pricing, Payment, & Leasing: Can you confirm that for the first two years of this contract we can't acquire a price adjustment? In Att A 20H it states that the offer needs to be firm for 180-days.

A14. Correct, pricing is to remain firm for the first two years of this contract. The intent of Att. A, 20 H. Firm Offer is that responders cannot change their submitted response for 180 days after the event ends, either until it has been accepted/rejected, or changed by further negotiations prior to Contract Execution.

Q15. Attachment D, Pricing, Payment & Leasing: With this contract not starting until 3.1.25, will NASPO allow us to submit a 2025 price list prior to the start date of the contract (2.28.25)?

A15. This is a business decision that needs to be made by the responder.

Q16. Attachment D, Pricing, Payment & Leasing: If we can't update the price list, can we either (i) Supply the 2025 price list or (ii) reduce the discount to cover the proposed price increase? If we reduce the discount, could we give a deeper discount at renewal, 3.1.27? Please advise how you would like us to proceed.

A16. See A15 above.

Q17. Attachment D, Shipping and Delivery, 8.1.2: in the current MA there is another level called "custom-built "products. That has a term "Negotiable". Can this be added? Custom made products take time to build to the customers' exact specifications.

A17. You may use Attachment G for any proposed changes to the current Sample Contract.

Q18. Attachment D, Shipping and Delivery, 8.1.2: Shipping time from our location to AK or HI can be 6-days or more. Canadian shipments can be held up in customs for longer than the stated deliver times. Can this requirement be changed from delivery to shipment? The manufacturers have no control over the shipping companies' delivery time or the time it takes to get through customs.

A18. This should be handled at the PA level if a supplier cannot meet the requirements laid out in the Master Agreement for a particular entity.

Q19. Attachment D, Shipping and Delivery, 8.2: The minimum order amount can vary for AK and HI, and Canada will need its own minimum order too. Can you confirm this is acceptable?

A19. You may use Attachment G for any proposed changes to the current Sample Contract.

Q20. Attachment D, XI Product Title, 11.3 License of Pre-Existing Intellectual Property: We request a change to this section and ask that you start the paragraph with "Except for Products and/or services provided pursuant to a specific licensing agreement…" Can this be updated?

A20. You may use Attachment G for any proposed changes to the current Sample Contract.

Q21. Attachment D, XII Indemnification, Attachment D: The indemnity being provided by the Supplier should not be unlimited as to amount. We propose to limit the total indemnity amount to the value of the sales made during the sales of the 12 months prior to any claim for indemnity. Can you update this section of the document?

A21. You may use Attachment G for any proposed changes to the current Sample Contract.

Q22. Attachment D, Section XIII Insurance, Attachment D: Our insurance agent has requested the following changes:

In 13.3, can you remove the word "minimum"? The acceptable limits will be as indicated below:

In 13.3.1, Can you update this section to read? "Contractor shall maintain Commercial General Liability insurance covering premises operations, products and completed operations, contractual liability for "insured contracts" as defined by the policy, personal injury (including death), advertising liability, and property damage, with a limit of $1 million per occurrence and $2 million general aggregate;"

A22. You may use Attachment G for any proposed changes to the current Sample Contract.

Q23. Attachment D, XIV. Records Administration and Audit: In 14.2.5, are participating distributors (PD) considered agents under this agreement? The authorized participating distributor in this agreement would need access to the data restricted in this section. This information is published on the NASPO website, please explain why this data is considered Confidential? Please confirm, can we share these types of data with PD?

A23. This language is intended to cover information that NASPO provides to suppliers, not information that is otherwise publicly available. Refer to Attachment D Section 14.2.1.3 for the exclusions from "Confidential Information" and Section 14.2.2 for "Non-Disclosure" (regarding a supplier's ability to share the information as required to perform under the MA).

Q24. Attachment D, XIV. Records Administration and Audit: See 14.3.1: Due to the intent of this agreement, are we approved to use authorized PD?

A24. If the scope of work contemplates the use of authorized PD, then it is NASPO's contention that such use would not be covered by this provision. This language is intended to cover the complete shift of responsibility for performance from the prime to another entity—states are typically not capable of entering into a contract via assignment without giving consent.

END OF ADDENDUM