

An Equal Opportunity/Affirmative Action Employer

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ADDENDUM # 1

TO: ALL PROSPECTIVE BIDDERS

FROM: Jessica Dalton, C.P.M., CPPB
Purchasing Agent

DATE: November 1, 2013

SUBJECT: NCSU Request for Proposals # 63-JGD10070
Equipment Rental

THIS ADDENDUM IS CONSIDERED PART OF THE REQUEST FOR PROPOSALS. IT IS PROVIDED AS A RESULT OF QUESTIONS SUBMITTED BY POTENTIAL SUPPLIERS DURING THE QUESTION/ANSWER PERIOD.

13 QUESTIONS ACKNOWLEDGED BY: _____ (signature)

PRINTED NAME: _____

COMPANY NAME: _____ **DATE:** _____

1. Question: What will be the determining factor(s) in whether to make a single or multiple award?

From page 7.

Multiple Awards

Although a single award is anticipated, multiple awards may be made as a result of this solicitation where it is deemed to be in the best interest of the PPA's. Multiple Awards may be required to ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of PPA's.

Answer: Our preference is to make a single award to a supplier with the ability to provide these services; however, the possibility exists that one supplier may not be able to provide all that we are seeking. In that case we would look at making multiple awards.

2. Question: Our answers to the following questions would be NO. Would this make us ineligible for award?

From page 31.

B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?

YES ___ NO ___

C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in all 35 U.S. states?

YES ___ NO ___

E. Does your company have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing?

YES ___ NO ___

Answer: A "no" to the above would be reflected in the score for the portion of the evaluation criteria that addresses each.

3. Question:

We are looking for N.C. State University to further clarify the following statement written on page 3 under section three titled Scope of Work, item 3.2 Pricing:

"Multiple discount levels on various pieces of equipment are acceptable as long as they are clearly noted in the response. (i.e. market basket/hotlist, etc. items)"

Specifically we are looking for clarification around what is being implied your use of "etc.". Does your use of "etc" create flexibility for vendors/suppliers to respond with different pricing structures other than location/regional pricing based models?

Answer: The intent here is - for example - there may be one discount for daily rental and a different discount for an item rented on a monthly basis. Or other multiple discount levels as long as it is clearly noted in the cost proposal.

4. Question: Page 2, Section 2. The RFP provides that the contract term will be 3 years and that the University has the unilateral right to renew for an additional 2 year period. Please advise whether the University will make this renewal subject to mutual agreement of both parties?

Answer: We certainly would not want to renew with a supplier that does not want to continue working with us. Renewal would be subject to mutual agreement of both parties.

5. Question: Page 4. The RFP requires the vendor to provide operational and safety training. We have found that most customers desire "familiarization" training which is simply familiarizing the customer with the equipment at the time of delivery. Operational and safety training are more involved and are provided at additional cost. Please clarify the type of training that is expected.

Answer: We understand that operational and safety training would be provided at additional cost. Your proposal response should include any training that is available and include associated cost. Familiarization training is – by inclusion in this addendum - required during pickup/delivery setup at no additional cost.

6. Question: Pages 13-18, Section 7 of the terms and conditions states that if the vendor is in default, the equipment becomes the property of the University. This is not acceptable in a rental situation. Will this requirement be removed?

Answer: We can further clarify this item with the awarded Supplier, but it does not state that the equipment becomes the property of the University. Rather – all finished or unfinished *deliverable items* become the property of the University. The only deliverable item is the *rental* of equipment. We would not be purchasing the equipment therefore we would have no right to take ownership.

7. Question: Pages 13-18, Section 7 also provides very severe penalties for default, without any opportunity to cure. Will the University provide 30 days to cure?

Answer: Any objections to General Contract Terms and Conditions should be noted in the proposal response. Note that the University reserves the right to set aside as non-responsive a proposal taking exception to our contract terms and conditions.

8. Question: Pages 13 -18, Section 10. The University has the unilateral right to terminate the contract or any reason on 30 days' notice. Will the University make this a mutual provision?

Answer: See question 7

9. Question: Page 20, Section 1. The requirement is that equipment must be new. In a rental situation, equipment will be used and have been previously rented to other customers. Will this requirement be modified?

Answer: By inclusion in this Addendum, wording is changed to "All products must be latest design and technology".

10. Question: Pricing Audits/Sales Report Audits. The audit language should be modified so that any discrepancies will be resolved by the dispute process. US Communities should be required to pay the cost of the Audit unless both parties agree that the results of the audit show an overcharge of 15% or greater. If the parties do not agree with the results of the audit, it should be resolved through the dispute process. Will the University modify the contract documents accordingly?

Answer: The U.S. Communities Administration Agreement is required to be signed, unaltered as a part of the Proposer's bid response.

11. Question: Administrative Fees. Fees should only be due on invoices paid by PPAs. The vendor is not receiving the benefit of the contract if the PPAs do not pay. Will the University modify this section so that the fee is based on the purchases made and paid for by the PPAs?

Answer: Reference Administration Agreement, Section 5.1, monthly fees and reports shall be made with respect to all purchases shipped and billed pursuant to the Master Agreement for the applicable month. Such fees and reports shall be net of any bad debt expense arising from such purchases that is similarly recorded to the Supplier's financial statements in accordance with generally accepted accounting principles.

12. Question: Arbitration. Arbitration should be subject to the AAA rules and 3 arbitrators should be used, one selected by each party and one neutral. Will the University modify the agreement accordingly?

Answer: For any awarded Master Agreement between the University and the Supplier(s), University prefers to settle disputes by good faith negotiation between the parties in lieu of arbitration. See answer to question 10 regarding the Administration Agreement between U.S. Communities and awarded Supplier(s).

13. Question: Pricing must be the lowest offered to all Public Agencies. What about various one-off opportunities that inevitably exist? Will simply submitting highly-competitive pricing work?

Answer: See Administration Agreement, Section 3.3(b). Pricing offered under the Master Agreement must be the lowest overall available pricing, net to purchaser. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

Note that the University will not be bound by **oral** explanations given at any time during the RFP process. Please make sure to read and fully understand the requirements outlined in the RFP document.

PLEASE INCLUDE ACKNOWLEDGEMENT OF THIS ADDENDUM BY SIGNING WHERE INDICATED ON PAGE 1 AND INCLUDE WITH YOUR PROPOSAL RESPONSE.