

NC STATE UNIVERSITY

An Equal Opportunity/Affirmative Action Employer

<http://www.fis.ncsu.edu/materialsmgmt>

Purchasing Department
Campus Box 7212
Admin I, 2721 Sullivan Dr
Raleigh, NC 27695-7212
919.515.2171 (phone)
919.515.3511 (fax)

ADDENDUM # 3

TO: ALL PROSPECTIVE BIDDERS

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

DATE: January 30, 2009

SUBJECT: NCSU Request for Proposals # 63-JGD99818

THIS ADDENDUM IS CONSIDERED PART OF THE REQUEST FOR PROPOSALS. FAILURE TO RETURN THIS ADDENDUM WITH YOUR PROPOSAL RESPONSE MAY RESULT IN REJECTION OF PROPOSAL.

1 Question/Answer ACKNOWLEDGED BY: _____

COMPANY NAME: _____

DATE: _____

Question: In light of your answer to question 14 in Addendum #1, our legal department has asked whether North Carolina State University/US Communities will agree to a mutual waiver of consequential damages?

Answer: The University does not allow a vendor to limit its liability when providing goods/services to the University. In the end, it's a court of law that determines liability, given the circumstances of the issue at hand. The wording remains as originally stated.

If your proposal has already been submitted, and this addendum does not change your proposal response, please acknowledge this addendum by signing and faxing to 919.515.3511 **prior to the bid opening date**. Otherwise, this addendum **MUST** be included in your submittal.

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ADDENDUM # 2

TO: ALL PROSPECTIVE BIDDERS

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

DATE: January 23, 2009

SUBJECT: NCSU Request for Proposals # 63-JGD99818

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3 Questions/Answers ACKNOWLEDGED BY: _____

COMPANY NAME: _____

DATE: _____

1. Question: We need to find out if these terms only apply to equipment rented to NC State or if these terms apply to all agencies. The way the terms are drafted, it appears they only apply to equipment rented to NC State and each state will have its own terms, but we need to verify that.

Answer: The terms of the Master Agreement will apply to the Lead Public Agency and any Participating Public Agency that chooses to piggy-back on to the Master Agreement. Local statutes, ordinances, rules or regulations within a Participating Public Agency's jurisdiction that conflict with the terms of the Master Agreement will be enforced. Please see paragraph 2 of the MICPA.

2. Question: We also need to clarify the term of the agreement. Section 28 (page 50) provides that prices must be firm against any increases and that any request to increase prices must be submitted in writing 180 days prior to contract renewal. This needs to be verified.

Answer: The term of any resulting agreement(s) shall be for an initial period of three (3) years. In addition, the University reserves the right to renew for two additional one-year periods, not to exceed five (5) total contract years.

3. Question: We need to get clarification that NC State has the right to terminate the agreement only with respect to services provided to NC State and not with respect to all public agencies in the country.

Answer: No. NC State has the right to terminate the agreement with respect to services provided to NC State and on behalf of the Participating Public Agencies that utilize the contract. Once a Lead Public Agency has terminated a Master Agreement, Participating Public Agencies may no longer use the contract.

If your proposal has already been submitted, and this addendum does not change your proposal response, please acknowledge this addendum by signing and faxing to 919.515.3511 **prior to the bid opening date**. Otherwise, this addendum **MUST** be included in your submittal.

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ADDENDUM # 1

TO: ALL PROSPECTIVE BIDDERS

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

DATE: January 22, 2009

SUBJECT: NCSU Request for Proposals # 63-JGD99818

THIS ADDENDUM IS CONSIDERED PART OF THE REQUEST FOR PROPOSALS. FAILURE TO RETURN THIS ADDENDUM WITH YOUR PROPOSAL RESPONSE MAY RESULT IN REJECTION OF PROPOSAL.

14 Questions/Answers ACKNOWLEDGED BY: _____

COMPANY NAME _____

DATE: _____

1. Question: If Vendor is to create the homepage and website, does US Communities have a templated framework that the Vendor will need to abide by?

Answer: There is no specific template or framework for a vendor's dedicated website. The site shall include all requirements set forth on page 13 of the RFP. Please visit the U.S. Communities dedicated websites of our existing contract vendors for exemplars.

2. Question: Is there a third party hosting company used by US Communities to create, modify and manage the website? If so, whom does US Communities use for these services? If not, can the Vendor have a third party vendor create this webpage/website?

Answer: U.S. Communities hosts its own website but does not host an individual vendor's website. A vendor may use a third party to create its U.S. Communities dedicated website.

3. Question: Who will maintain the online registration process for Participating Public Agencies, as well as manage the upkeep of the database that will house this information?

Answer: U.S. Communities maintains and upkeeps the online database for Participating Public Agencies.

4. Question: Does the equipment contracted for need to be in a specified cataloging system? If so, does US Communities provide the framework/layout and is there a typical ordering process that must be adhered to?

Answer: No. U.S. Communities does not provide a framework/layout for a products/equipment cataloging system. U.S. Communities administers and markets the contract and all equipment orders are between the vendor and the purchasing agency. The equipment being offered and ordering process is up to the vendor and shall be detailed in the vendor's RFP response.

5. Question: Would a vendor's internal e-Services Program (e-SP) be considered as an acceptable option to hosting the US Communities program? Would adding the homepage requirements with use of the vendors internal e-SP be acceptable to US Communities?

Answer: The vendor must have a separate homepage dedicated exclusively to U.S. Communities. Linking that homepage to an e-SP containing the Master Agreement pricing and terms would be acceptable.

6. Question: Will Vendor have an IT contact to work with at US Communities? If so, who will this be?

Answer: Yes. U.S. Communities has a full time IT specialist that is available to advise and assist all contract vendors with their technology requirements.

7. Question: What do the participating agencies need to do to become a member of US Communities? Please explain the **Electronic Registration** requirements stated on page 13 under the heading PROGRAM STANDARDS?

Answer: In order to become a Participating Public Agency and piggy back on to any of the U.S. Communities administered contracts, that agency must first register at <http://www.uscommunities.org/reg/>. The agency will be required to submit general contact information and electronically consent to the Master Intergovernmental Cooperative Purchasing Agreement (MICPA). A copy of the MICPA can be found on page 52 of the RFP.

8. Question: In response to National or State emergency, does the awarded vendor have to agree to the contracted US Communities rates?

Answer: Yes

9. Question: Is this a publically open bid?

Answer: Yes

10. Question: Under Section 3 (Scope of Work), Service level expectations paragraph 3 on page 4, it states, "*The proposal response shall also include any service agreement or contract that the PPA will be required to sign should your firm be awarded a contract. The service agreement shall clearly indicate and describe any and all "point of contact" charges that will be assessed at time of rental.*"

Can you please clarify by giving examples of what you are looking for in response to this question?

Answer: Any additional contract that the proposing vendor would require shall be provided in the proposal response. Please note that exceptions to the RFP terms and conditions may be cause for rejection of the entire proposal response.

11. Question: We understand that NC State University's General Terms and Conditions (page 46 –51) will govern as the Master Agreement between the awarded vendor(s) and the participating public agencies. In the case of rental issues not covered in the Master Agreement, are we to believe that the awarded vendor(s) Rental Agreement/Delivery Ticket will govern over the issues not covered?

Answer: No. All rental terms and conditions shall be included within the Master Agreement. We recommend that a copy of the vendor's standard rental agreement/delivery ticket be included with the vendor's RFP response. To the extent that a participating public agency's local laws or regulations require different rental conditions, then the MICPA would apply. Please see paragraph 2 of the MICPA

12. Question: What do you anticipate as the potential use and spend on this contract based on previous agency use of a similar scope contract?

Answer: Unknown, this has not been done before.

13. Question: How many vendors have expressed interest, or do you anticipate will respond, to this bid?

Answer: Unknown

14. Question: In anticipation of responding to the RFP, we have sent the General Contract Terms to our legal department for a quick review. They have redlined a portion of the Performance And Default section. Will this be acceptable?

6. PERFORMANCE AND DEFAULT: If, through any cause, after written notice and reasonable opportunity to cure, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the University shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the contractor shall, at the option of the University, become its property, and the Contractor shall only be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the University for damages sustained by the University by virtue of any breach of this agreement, and the University may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the University from such breach can be determined.

In case of default by the Contractor, the University may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby has all rights and remedies available to it in Contractor's Standard Rental Agreement, a copy of which has been provided to the University. The University reserves the right to require

performance bond or other acceptable alternative guarantees from successful offeror without expense to the University.

In addition, in the event of default by the Contractor under this contract, and after written notice and reasonable opportunity to cure, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the University may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the University.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Answer: No, the original Performance/Default clause stands.

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