



ATTACHMENT H – QUESTION & ANSWERS
EQUALIS GROUP: Medical, Surgical, Laboratory, Pharmaceutical
Supplies and Equipment with Related Services & Solutions

Question 1

Are you looking for one supplier for all of the items or will this be awarded to multiple suppliers? Bio Corporation supplies laboratory supplies but not all the categories you have listed.

Answer 1

Our goal is to provide our Members with the broadest coverage of products and services, as identified in the scope, with the least amount of suppliers under contract. The determination of how many contracts and what product segments will be awarded will come after receipt and evaluation of the proposal.

Question 2

Hello - Please advise on the questions below. Thank you. What is the expectation on the admin fee payment and reporting? When is the expectation to pay the admin fee? When is the expectation to provide the reporting related to the admin fee?

Answer 2

The requested Administrative Fee for this category is 2%. Reporting and payment of the administrative are due on the 15th of each month. Refer to Section 6.3 in Attachment A for additional information. Additionally, Appendix A & C of the Model Administrative Agreement provides these details.

Question 3

Hello - Please advise on the questions below. Thank you. Model Administration Agreement: •Section 2.4, subsection B. Joint Marketing/Logo & Name Use – Our organization would like the opportunity to review and approve all marketing materials and anywhere our logo will be used. Would you be open to this change for this section? •3.3 Term & Termination - We would not be able to agree to continue paying an admin fee if our contract is terminated. Would you be open to this change? •3.4 Audit of Winning Supplier – We would like to limit this to one audit per year through an independent auditor. Would you be open to this change? •3.5 Force Majeure- We would like to include pandemics. Would you be open to this change? •APPENDIX B: Section 2.1, Section 2.2 (ii) – We leave it up to our customers to decide what cooperative they utilize. We will only provide this agreement to prospective participants upon their request. We will not be able to solicit more members or ensure they are in full compliance with state procurement statutes. Master Agreement: •Section 3.3 Technical Intellectual Property – We will be unable to agree to this provision it is not applicable. Would you be open to removing it? •Section 3.5 Indemnification – We are a

supplier and not the manufacturer we can't indemnify for products. Would you be open to removing this section? •Section 3.10 Audit of winning Supplier - We would like to limit this to one audit per year through an independent auditor only. Would you be open to this change? •Section 3.11 Force Majeure - We would like to include pandemics. Would you be open to this change? •Section 3.14. Governing Law: Invalidity – Would you be open to changing the law to New York or Delaware? General Question Pertaining to Master Agreement: We would need these agreements to be subject to review by our legal teams since we will be adding a letter of participation to the agreement. Further, we need to add the Anti-kickback, Discount Disclosure laws (needed for agreements that include administrative fees) and would like our Standard Terms of Sale included. Would you be open to reviewing these provisions if added to the agreement redlines for review?

Answer 3

Contract terms and conditions related to either the Master or Administration Agreements will not be addressed at this time and will be discussed and negotiated post contract award with the awarded supplier(s). Please include the redlined contracts, including comments, as a part of your organization's proposal submission. Additionally, respond to questions 12 and 13 in Attachment C accordingly. Change requests are common and will not impact the scoring of your proposals. We are open to reviewing any provisions the awarded supplier(s) deems as important or necessary to the effectiveness of the contract.

Question 4

On page 4 of the PDF titled, "RFP-CCOG Medical Surgical Supplies", under the "Supplier Partner Perspective", section 1. "Tailor the Right Solution for Each Public Sector Customer with Pricing Flexibility", the final sentence states the following: "Our master agreements include flexible pricing models that enable Supplier Partners to customize solutions and pricing based on a range of variables (scope of work, account volume, location, service levels, etc.) that affect the Supplier Partner's cost to provide products and services, and we eliminate "most favored nations" pricing requirements." However, in section II. of this document, page 10, "Value to the Members", it states the following: "Value to the Members. CCOG requests that Bidders respond to this RFP only if they are able to offer products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, educational institution, or regional cooperative." Will CCOG please clarify if the MFN clause is, or is not, in effect for this RFP and resulting contract? And if so, will CCOG agree to remove the language found on page 10?

Answer 4

There is no Most Favored Nation clause in effect for the resulting contract. The language provided on page 10 is intended to request competitive pricing, however it is not a requirement and there will not be a Most Favored Nations clause in the resulting contract.

Question 5

On page 13 of the “RFP-CCOG Medical Surgical Supplies” document, section 3.5 Master Agreement Requirements, section H. it states that a performance bond may be required of the winning supplier. Will CCOG confirm if they will require this performance bond?

Answer 5

CCOG will not require a performance bond associated with this solicitation.

Question 6

Vendor does not have a published list price. For the purposes of this bid and the resulting Contract, Vendor requests defining the term, “list price” as Vendor’s Internal (non-published) Government List Price which is a price for commercial items. Is this acceptable to CCOG?

Answer 6

Yes, it is acceptable. Additionally, the Winning Supplier will be required to provide the internal (non-published) price list to Equalis Group upon any request to change the contract pricing.

Question 7

Will CCOG agree to an electronic version of the potentially required performance bond? Due to Covid-19 and safety precautions, our employees are working from home during this pandemic and therefore do not have access to original signatures.

Answer 7

Yes. Electronic versions are acceptable.

Question 8

Upon review, if there are bid terms and conditions Vendor may not be able to agree to, will CCOG allow Vendor to include clarifications or exceptions as part of its bid submission?

Answer 8

Yes. All vendors are permitted to include clarifications or exceptions related to bid terms and conditions as part of its bid submissions. If any of the exceptions are related to the terms and conditions associated with either the Model Master or Administration Agreements, they would be addressed and discussed post contract award.

Question 9
If there are insurance requirements that Vendor may not be able to agree to will CCOG consider exceptions to insurance terms and conditions?
Answer 9
Yes. Exceptions to insurance terms and conditions are acceptable and will be addressed post contract award with the awarded supplier(s).

Question 10
Will CCOG waive the notary requirement? Due to Covid-19 and safety precautions, our employees are working from home during this pandemic and therefore do not have convenient access to notary signatures.
Answer 10
Yes. Due to work-force logistical challenges as a result of Covid-19, the notary requirement can be deferred until after contract award for the awarded supplier(s).

Question 11
Does CCOG consider electronic signatures to be valid “original” signatures (i.e.: DocuSign)?
Answer 11
Yes, digital or electronic signature performed through DocuSign or a similar service are acceptable.

Question 12
Per page 3 of “RFP-CCOG Medical Surgical Supplies”, section 1.6 Time Frames and Funding Available it states that renewals are available. <input type="checkbox"/> Are there a maximum number of renewals available? <input type="checkbox"/> If there are multiple renewal, what frequency and length of terms would they be? <input type="checkbox"/> Are price increases permitted? If so, at what frequency?
Answer 12
1) Our contracts' initial term is for 5 years from effective date. The Master Agreement may be renewed at any time by the mutual written consent of the Parties (each a “Renewal Term”) unless this Master Agreement is terminated as set forth herein. There is no maximum number of renewals. 2) Renewals can



be made at anytime, up to any length of time so long as mutually agreeable by both parties. 3) Yes, price increases are permitted. Here is the language pulled directly from the Model Master Agreement. "Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Equalis Group must be notified immediately. Price increases must be approved by CCOG and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Willscot must honor previous prices for thirty (30) days after approval and written notification from Equalis Group if requested. It is Vendor's responsibility to keep all pricing up to date and on file with Equalis Group. All price changes must be provided to Equalis Group, using the same format as was accepted in the original contract."

Question 13

On page 10 of the Attachment A, Technical Proposal, question 5.4.2. Customer Agreements: This section asks about customer agreements, and if we have any we are to provide a response to question 6.3.3. However, the questions in the Technical Proposal stop at 6.3.2. Would CCOG prefer that we upload as an attachment and make note of the attachment title in the comments section of question 5.4.2.?

Answer 13

Our apologies on the errant reference provided. Please identify the attachment as supplemental to question 5.4.2.

Question 14

What amount of the admin fee that chosen vendors must pay to Equalis to be a supplier? see: Contract Pricing Administrative Fee.

Answer 14

We've listed the Administrative Fee as two percent (2%) and can be found in question 6.3.1 of Attachment A.

Question 15

What amount of the admin fee that chosen vendors must pay to Equalis to be a supplier? see: Sec.2.3 Contract Pricing - Administrative Fee

Answer 15

We've listed the Administrative Fee as two percent (2%) and can be found in question 6.3.1 of Attachment A.