

NASPO Contracts & How to Use Them

Participating Addenda

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SBOP IT Enterprise Sourcing
IT VMS/IT Services contract

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SBOP Enterprise Sourcing
Vehicle contracts

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SBOP Enterprise Sourcing
Non-IT Service contracts

How familiar are you with NASPO contracts?

- a) Know the ins & outs of them
- b) Somewhat familiar, but I need to know what the guidelines are
- c) I've never heard of them

What does NASPO stand for?



<https://www.naspo.org/about/our-history>

Answer: NASPO stands for the National Association of State Procurement Officials



What does NASPO offer?

Do other cooperative purchasing groups also offer what NASPO does (e.g., Sourcewell, GSA, E&I, NCPA, OMNIA)?

Answer: NASPO offers contracts for all states and municipalities, and it also offers classes through Procurement U

What's the link to NASPO's website?

<https://www.NASPOValuePoint.org>

How do I find a NASPO contract which would meet my agency's needs?

[NASPO ValuePoint FAQs](#)

Answer: Use the search function to find contracts or ask NASPO ValuePoint a question



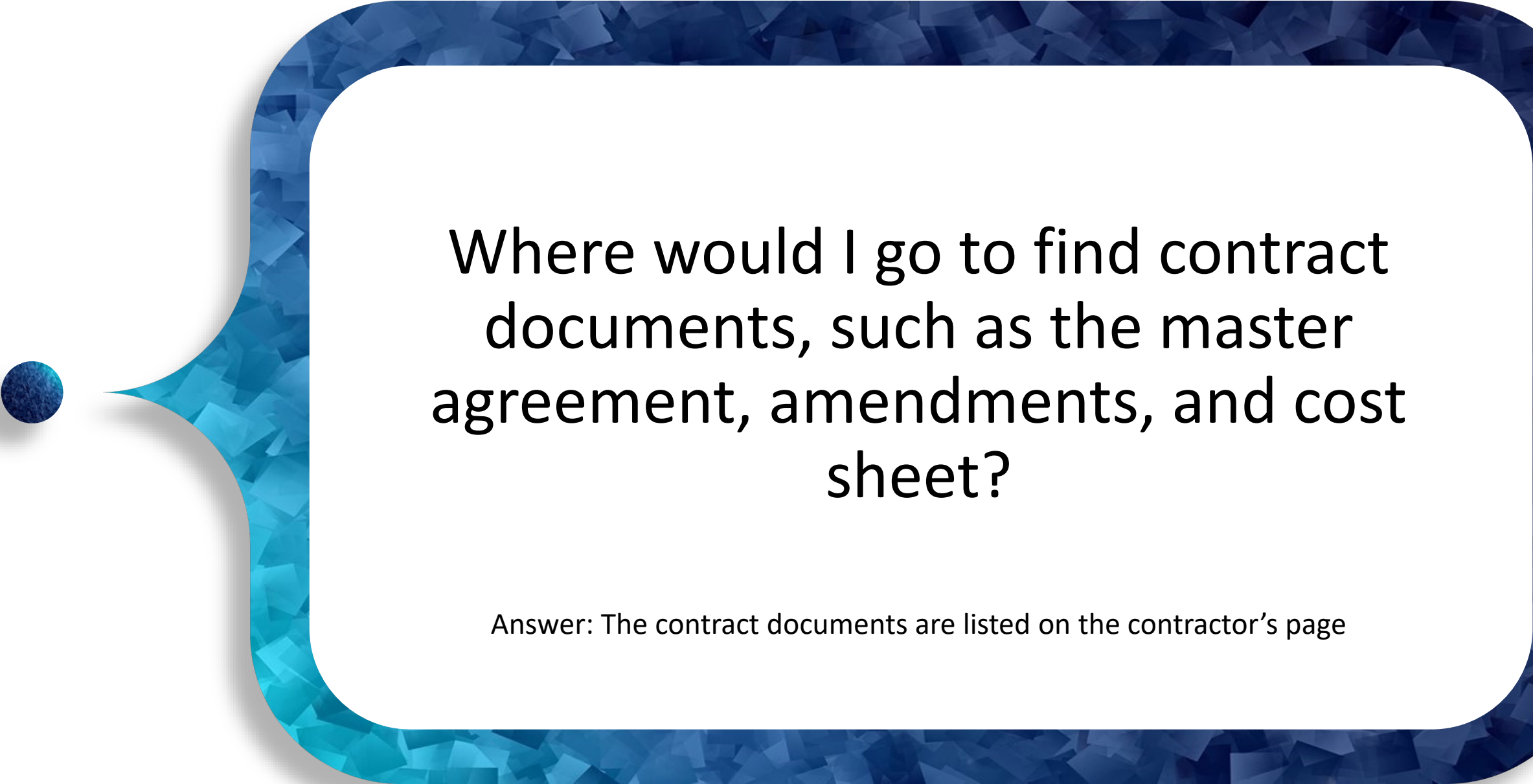
Where do I find the name of the
NASPO State contract manager?

[Example: Tire Contract](#)

Answer: The lead state contract manager's name is listed on the front page of the contract

Where do I find the NASPO point of contact for the contractor?

Answer: The contact information for the contractor is listed on the contractor's page



Where would I go to find contract documents, such as the master agreement, amendments, and cost sheet?

Answer: The contract documents are listed on the contractor's page

What is a Participating Addendum? Why do I need a PA?

Answer: The PA is a contract document which allows a governmental entity to make purchases from a NASPO contract



Does NASPO allow me to add some of our own State terms & conditions?

Does NASPO allow me to add our own documents, such as spend reports and some other documents?

Answer: Yes, NASPO allows governmental entities to add their own State terms & conditions as well as supplemental documents

Do I have to renew the PA once every year or two?

What does the PA template offer as far as renewals and expiration of the PA?

Answer: Most often the PA template states that the PA is coterminous with the master agreement. However, if that is not the case, entities have the option to add a statement which indicates the PA is coterminous with the master agreement.

What's included in a Participating Addendum and where do I find a PA template?

Can you show us a sample PA and review the important pieces?

[Example: Tire Contract Wisconsin PA](#)

Answer: Slides 14 through 19 show sample documents which can be included in a PA



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PARTICIPATING ADDENDUM

TIRES, TUBES AND SERVICES
Led by the State of Iowa

4. Participating Entity Modifications or Additions To The Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity:

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

4.1 Wisconsin Contract Number is 505ENT-M19-TIRES&TUBES-02.

4.2 The State of Wisconsin Standard Terms and Conditions (DOA-3054, revised R03/2019) as attached become part of this Participating Addendum. (Attachment 1). Bridgestone Americas Tire Operations, LLC, will be responsible to send and track as part of the Bridgestone Independent Dealers approval to participate in the tire related services from NASPO ValuePoint Master Agreement 19102, the following documents as a part of the contract, State of Wisconsin / Bridgestone Independent Dealer Agreement and State of Wisconsin form DOA-3054 (R 03/2019 or newest published revision). (Attachment 4)

4.3 The State of Wisconsin's Participating Addendum will be governed by the Master Agreement and the State of Wisconsin's additional terms and conditions.

4.4 The State of Wisconsin Standard Terms and Conditions shall prevail if there is a conflict between Wisconsin's and NASPO ValuePoint's Terms and Conditions.

4.5 The Contractor must sign and include the Cooperative Purchasing Agreement (DOA-3333, revised R05/2015) to allow municipalities, as defined on the Agreement, to purchase through this addendum. (Attachment 2)

4.6 Fleet Maintenance and Management Program. State of Wisconsin utilizes a third-party vendor for fleet maintenance/management services. All terms, pricing, and discounts under this Contract are



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extended to the Participating State's third-party Fleet Maintenance and Management Program.

4.7 Contractor must submit, on a quarterly basis, an itemized purchasing activity report that captures the Participating State's tire purchases within the quarter. The report must include, at a minimum, Order date, Order Number/Purchase Order Number, Name of the purchasing entity, Manufacturer Part Number, Item Description, Unit of Measure, Quantity Ordered, Unit List Price, Extended List Price, Unit Contract Price, Extended Contract Price, Additional Shipping/Delivery costs if applicable as detailed below in number "8. Delivery" of this participating addendum. Additional lines at the end of the report will detail each quarter and year to date total contract spend.

The activity report is due no later than 30 calendar days after the end of each quarter from the start of the contract date (see below).

- o Quarter 1: April 1 through June 30 (Due on or before July 30)
- o Quarter 2: July 1 through September 30 (Due on or before October 30)
- o Quarter 3: October 1 through December 31 (Due on or before January 30)
- o Quarter 4: January 1 through March 31 (Due on or before April 30)
- o Reports must be emailed to State of Wisconsin, Dept. of Enterprise Operations, Attn: Leann McGowan at LeannK.McGowan@wisconsin.gov, using a MS Excel template that shall be provided by the State, or similar format. (Attachment 3)

4.6 The State of Wisconsin, Department of Administration may terminate this contract at any time upon 30-day prior written notice. Upon termination or other expiration of this contract, each party shall assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to termination becoming effective.

4.7 This Participating Addendum shall be effective upon approval by Wisconsin's Department of Administration and shall continue until the end of the NASPO ValuePoint contract unless terminated early in accordance with the terms and conditions of the NASPO ValuePoint contract or this Participating Addendum.

5. Lease Agreements: Lease agreements are NOT authorized or applicable under this contract.
6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Wisconsin, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.




**NASPO ValuePoint
PARTICIPATING ADDENDUM**

TIRES, TUBES AND SERVICES
Led by the State of Iowa

7. **Orders:** Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
8. **Delivery:** The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. Destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Exceptions for rush orders, emergency orders, extreme distance (defined as a "ship to" location outside of the normal delivery routes of the Contractor), or other extenuating circumstances will be considered at the time of order placement and before delivery is made, and must be mutually agreed upon between the ordering entity and the Contractor.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Wisconsin	Contractor: Bridgestone Americas Tire Operations LLC
Signature: <small>DocuSigned by:</small> 	Signature: <small>DocuSigned by:</small> 
Name: Sara Redford	Name: Gregg Trospen
Title: Director, State Bureau of Procurement	Title: Manager Gov & Military Sales
Date: 3/29/2019 7:36 AM CDT	Date: 3/26/2019 4:00 PM CDT

For questions on executing a participating addendum, please contact:
NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	sberry@naspovaluepoint.org

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.]



ATTACHMENT 1

Standard Terms and Conditions (Request for Bids / Proposals)

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.



**BRIDGESTONE INDEPENDENT DEALER AGREEMENT
FOR TIRE RELATED SERVICES – RFP1118005083
NASPO ValuePoint Master Agreement 19102**


The Participating State of WISCONSIN (“State”) has entered into a contract with **BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC** (“Manufacturer”) to provide tires and services to the State and political subdivisions within the State resulting from the State of Iowa Request for Proposal 1118005083. Specific Affiliated Dealers and Independent Dealers within Participating States will be authorized by the Manufacturer to provide tires, tubes and tire related services related to purchasing the tires (mounting tires, rotating tires, etc.). Capitalized terms used but not defined herein will have the meanings given to those terms in the Master Agreement (as defined in Section 4 below).

This Independent Dealer Agreement identifies the responsibilities of the Independent Dealer for the services provided by the Independent Dealer. Independent Dealers will need to sign the Independent Dealer Agreement before the Independent Dealer will be authorized to provide the services to the State. This Agreement will be effective on the last signature date below.

The Independent Dealer agrees to the following:

Once I fill out the PA, do I submit it to the contractor or the NASPO point of contact?

Answer: Submit the PA to the NASPO contractor for its review



If I'm required to submit the PA to the contractor, does that mean the contractor is allowed to negotiate the PA and my State terms & conditions?

Answer: Yes, the NASPO contractor is allowed to negotiate the PA and the State terms & conditions

How long do these negotiations or redlines take?

Answer: It depends on the complexity, the nature of the contract and the NASPO contractor's exceptions

Amended Standard Terms and Conditions (Request for Bids / Proposals)

1.0 **SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.

2.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.

3.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been

~~(30) calendar days before the proposed effective date of the price increase and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.~~

~~6.3. In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).~~

7.0 **UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.

~~For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.~~

~~6.2. Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty~~

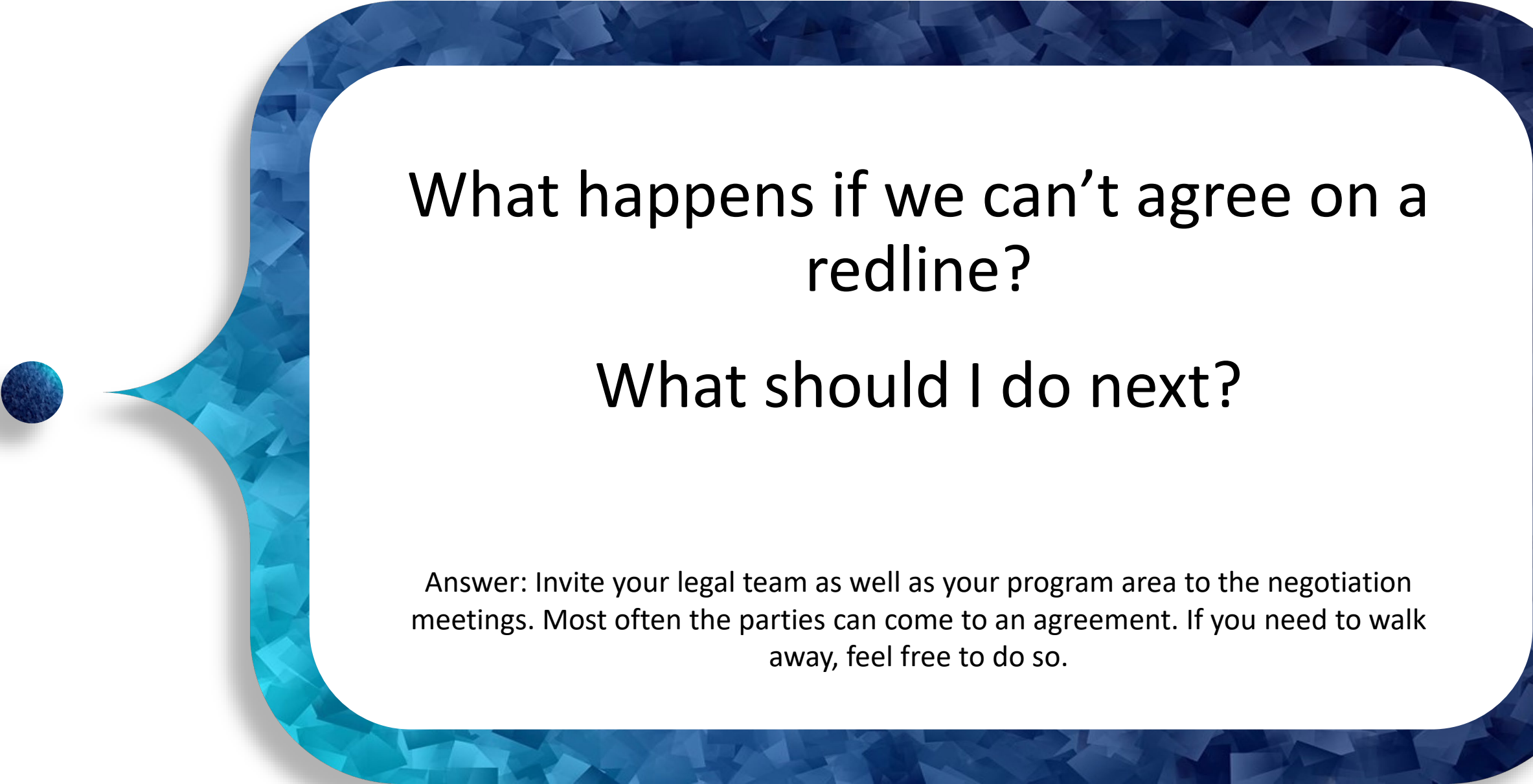
PRICE-REJECTION: ~~The Subject to the agreement, the~~ State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to reject any technicality in any bid/proposal and to accept any part of a bid/proposal as may be in the best interests of the State of Wisconsin.

Bids/proposals MUST be date and time stamped by the purchasing office on or before the date and time the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute a bid/proposal by the purchasing office.

AWARD: Award shall be made to the most responsive bidder unless otherwise specified.

PURCHASE ORDERS: Purchase orders or releases via purchase cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized, unless otherwise agreed by the parties in writing.

11.0 **PAYMENT TERMS AND INVOICING:** The State of Wisconsin ~~normally will pay properly submitted vendor invoices~~ shall make payment within thirty (30) days of receipt ~~providing goods and/or services have been delivered, installed (if required), and accepted as specified~~ following the date Products are delivered or the date a correct invoice is received, whichever is later. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing the Master Agreement.



What happens if we can't agree on a
redline?

What should I do next?

Answer: Invite your legal team as well as your program area to the negotiation meetings. Most often the parties can come to an agreement. If you need to walk away, feel free to do so.

Thank you for returning the Participating Addendum documents. At this time, the State of Wisconsin will forego finalizing a PA with [your company]. If the need to revisit a potential partnership with [your company] arises, we will contact you.

Best Regards -



Leann McGowan | Procurement Specialist Senior

Department of Administration

Bureau of Procurement

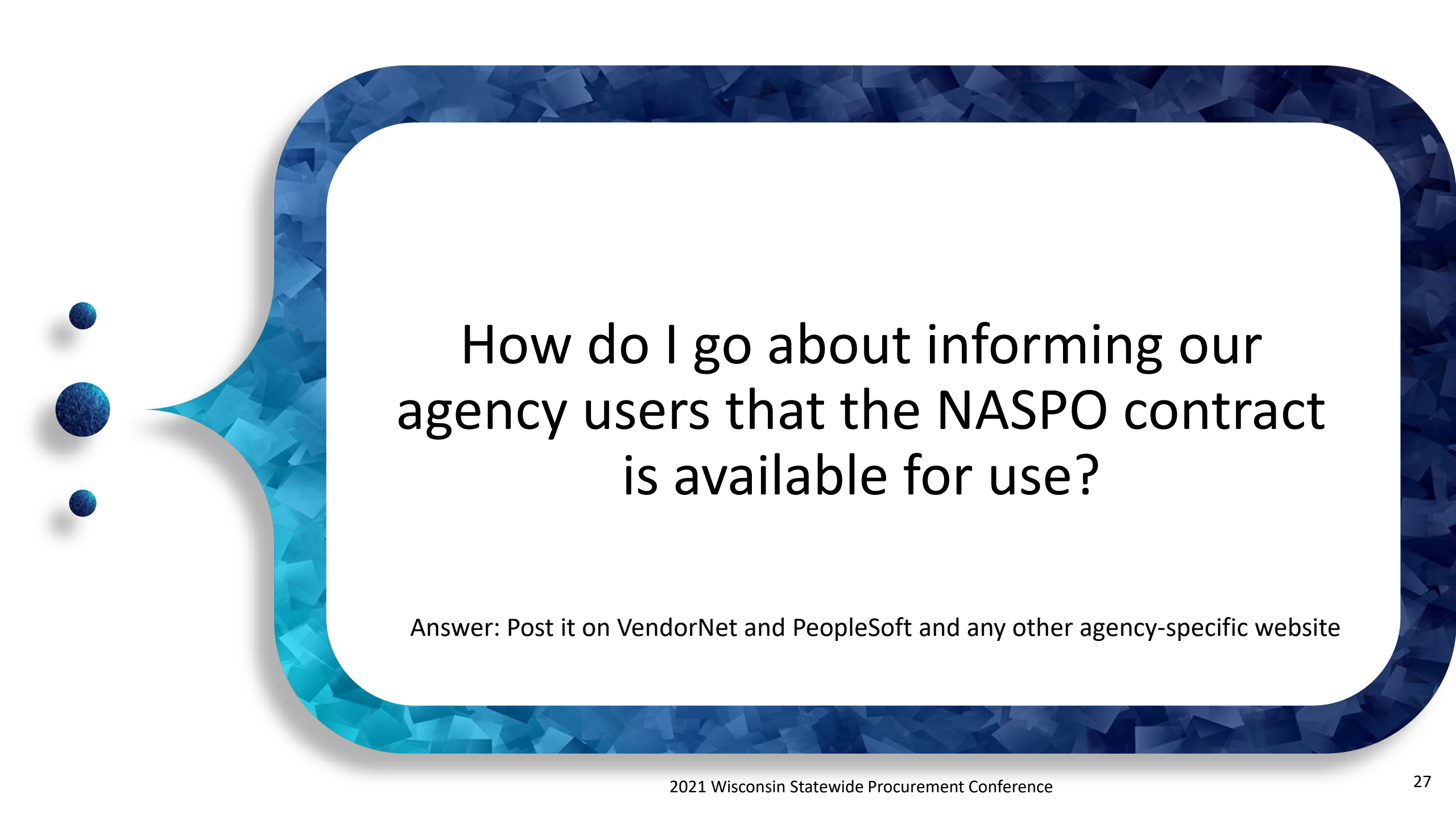
LeannK.McGowan@wisconsin.gov

Direct: (608) 266-8024 | Main: (608) 266-2605



Once the negotiations are complete and all parties have agreed to the terms and conditions, where should I send the PA?

Answer: Send it to the NASPO contractor to sign and in case of enterprise-wide contracts, then the Director of the Bureau of Procurement signs it. Finally, send the signed PA and its attachments to NASPO so that they can post it on their website.



How do I go about informing our agency users that the NASPO contract is available for use?

Answer: Post it on VendorNet and PeopleSoft and any other agency-specific website

Title:	TIRES, TUBES & SERVICES for pursuit/performance, passenger, light-medium-HD trucks, bus, off-road, ag/farm, and industrial vehicles-equipment
Agency:	ADMINISTRATION, DEPT OF
Contract Number:	505ENT-M19-TIRES&TUBES-00
Start Date:	4/1/2019
End Date:	3/31/2024
Cooperative Purchase?	Yes
Mandatory Purchase?	Yes
PCard?	No
Piggyback?	No
Manager:	Leann McGowan, Phone
Procurement Authority:	NASPO RFP 1118005083

Synopsis:

The NASPO ValuePoint Tires, Tubes, and Services contract includes tires and tubes for the following applications/vehicles: pursuit/performance, passenger, light duty truck, medium/heavy duty truck and bus, off-the-road, agricultural/farm, and industrial; along with the associated services for mounting, rotating, stem repair, flat repair, wheel balancing and alignment. Wisconsin joined this Contract as a Cooperative participant by signing a Participating Addendum with Bridgestone/Firestone (Bridgestone Americas Tire Operations, LLC) and Goodyear Tire & Rubber Company as listed below. For additional contract information click the following link.

<https://www.naspovaluepoint.org/portfolio/tires-tubes-and-service-2019-2024/>

Vendors are as follows:

- Bridgestone / Firestone – Contract: 505ENT-M19-TIRES&TUBES-02 / Master Agreement: 19102
- Goodyear Tire & Rubber Company - Contract: 505ENT-M19-TIRES&TUBES-01 / Master Agreement: 19101
- Continental Tire The Americas, LLC - Contract: 505ENT-M19-TIRES&TUBES-03 / Master Agreement: 19103

NOTE: IF YOU ARE A MANUFACTURER'S DEALER WANTING TO BE AN AUTHORIZED DEALER FOR THE STATE OF WISCONSIN CONTRACT

PLEASE EITHER COMPLETE THE DEALER INFORMATION LOCATED IN THE MANUFACTURER'S PARTICIPATING ADDENDUM (PA) BELOW

OR CONTACT THE MANUFACTURER'S REPRESENTATIVE LISTED ON USER GUIDE - ATTACHMENT #1

Reference the attached User Guide for contract detail. The Contract number must be utilized when inquiring or sending a purchase order to obtain the correct contracted pricing from an Authorized Dealer.

Please note: The solicitation was competitively bid and designated as a cooperative purchasing contract under the participation guidelines established by NASPO. Iowa was the lead state for this solicitation. Wisconsin joined this Contract as a Cooperative participant by signing a Participating Addendum with the two (2) vendors listed below. For additional contract information click the following link. NASPO ValuePoint.

The State has signed an addendum to participate in the NASPO ValuePoint Tires, Tubes and Services contract.

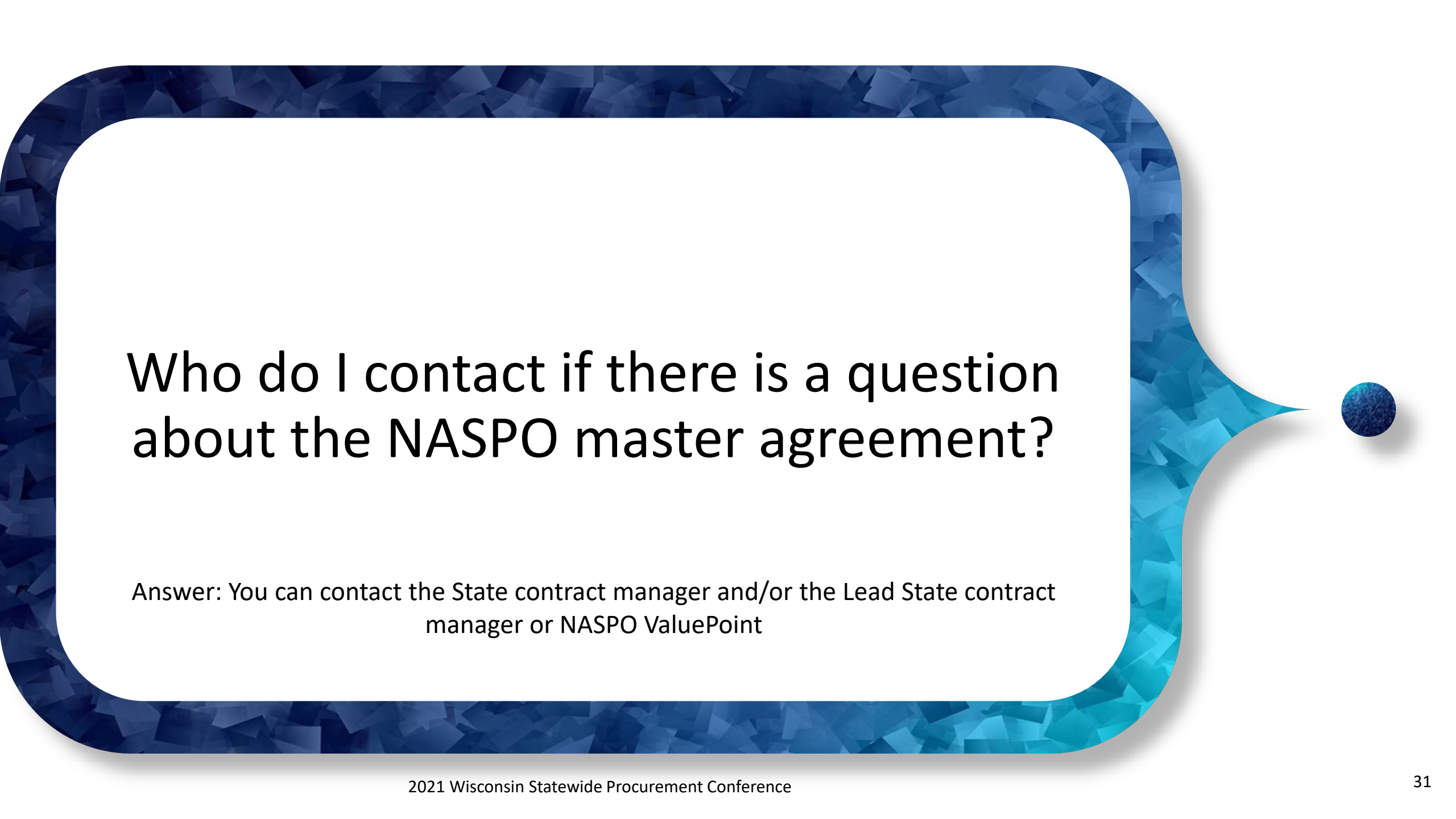
[VendorNet: Tires Contract](#)

How did you hear about new contracts or contract changes?

- a) People get updates?!
- b) I manually check VendorNet when I'm curious about a specific contract
- c) My supervisor/team keeps me updated
- d) I get the weekly email of contracts that have been updated in VendorNet


Want to receive weekly contract updates?

The State Bureau of Procurement sends out a weekly email providing a list of contracts which have been added or updated during the previous week. To join this weekly contract update distribution list, email DOAWisPro@wisconsin.gov.



Who do I contact if there is a question about the NASPO master agreement?

Answer: You can contact the State contract manager and/or the Lead State contract manager or NASPO ValuePoint



If NASPO updates the contract documents, how do I go about receiving automatic email notifications?

[Example: Tire Contract Wisconsin PA](#)


Answer: You can subscribe to receive updates to the contract by clicking on the “Follow Portfolio” icon on the front page of the contract

Since NASPO posts PAs for all states on its website, what should I do if NASPO forgets to post my PA on its website?

Who should I contact?

[NASPO ValuePoint FAQs](#)

Answer: You can contact the NASPO contact on the PA template or ask NASPO ValuePoint a question



Is there a membership fee?
Is NASPO going to charge my agency
for using their contract?

Answer: No, NASPO does not have a membership fee or an administrative fee

Should I only use a NASPO contract if I can't find a State contract on VendorNet?

Do I need to obtain approval from SBOP in order to submit a PA to NASPO?

[Ask NASPO ValuePoint Questions](#)

Answer: Yes, if you can't find a contract on VendorNet, then ask for approval from the Director of the State Bureau of Procurement to proceed with a PA



How long does the PA process take? Weeks? Months?

Answer: It depends on the complexity of the PA and the number of the NASPO contractor's redlines



What questions do you have concerning Participating Addendums?

Feel free to include your questions in the chat box or reach out to us after the conference.

Resource Links:

[NASPO's Website](#)

[NASPO ValuePoint's Q&A](#)

[Tire Contract on VendorNet](#)

[Tire Contract PA](#)



Thank you!