

Delegation Holders' Workshop

Questions and Responses *Questions from February 6, 7 & 8, 2001 Workshops*

#	Question	Response
1.	Is the PD fee for the non-IT consulting services MSA waived if you contract with a certified small business?	No
2.	If an agency submits a Purchase Estimate (Std. 66) to DGS for a sole source with all quote information, is the supplier bound by the rates provided?	No as these are considered estimates. However, many times the pricing is lower once the PD Buyer obtains the official quote from the supplier.
3.	Are there additional lines available on the new Std. 65 for numerous line charges?	A department can use the "65A", a second page with numerous lines.
4.	When typing into the new Std. 65 on-line, how do you go to the Std.65A when additional lines are needed?	We understood Coy Granderson to say that you can open the 65A while the 65 is open and continue to type. However, right now, you have to manually transfer the totals to the 65.
5.	Is it illegal for a manufacturer to compete with their resellers? Can the manufacturer's bid be denied? What recourse, if any, is available to the	No it is not illegal. There could be many reasons why a manufacturer would do this, however the resellers may find the competition unrewarding.

	buyer?	
6.	Are the General Provisions only for all CMAS, Statewide Contract orders, or does it include purchases from regular delegation transactions?	The General Provisions have already been included whenever there is a pre-negotiated contract in place such as CMAS, Statewide Contracts and Master Agreements. The General Provisions must be included whenever an agency uses the Std. 65 to contract with a supplier using the Delegation Program in excess of \$5,000 (or less than \$5,000 as deemed necessary).
7.	Can the General Provisions be modified, or are they set in stone?	Please refer to the Summary of the General Provisions document at www.pd.dgs.ca.gov -- click on Model Language, and then click on Model Contract Language where you may identify which provisions may be negotiated. Any substantial changes to any paragraph, however must be cleared with the PD-Contracts Negotiation Manager, Diana LaBonte, 327-8055.
8.	How are the General Provisions incorporated in CMAS training contracts?	As stated in the response to Question #6 above the General Provisions have been incorporated into and agreed upon by all CMAS Contractors.
9.	Is there any way to tie the General Provisions to the Std. 204 (Payee Data Record) for suppliers we regularly contract with? Without this, an amendment would be required for any special purchases with additional or special provisions.	The receipt and maintenance of the Std. 204 is not a part of the General Provisions document because the Std. 204 must be signed by the contractor. If a department wishes to not retain multiple 204s, they can maintain a library in their Contracts or Accounting Office, so long as they know they have a 204 on file for each business with whom they conduct business
10.	Where is the language from SP	See paragraph 26.b of the General Provisions.

	1889 included in the General Provisions?	
11.	Does paragraph 35 of the General Provisions mean that if an agency wants a press release on a contract award that DGS approval is required?	Yes, while it is worded that approval is required, DGS really wants prior knowledge of the information the agency wishes to release to the press. DGS may have some political insight that could change what, how or if the agency actually releases the information.
12.	Regarding paragraph 47, why are state agencies mandated to use PIA when our suppliers are prevented from using convict labor? PIA is overpriced.	The inmate population that works to manufacturer goods for the PIA is paid to do that work, so they are not considered indentured; additionally, the inmates are not forced to work, they choose to do so.
13.	My agency did an IFB and award was made to the low bidder. Firm delivery dates were included. Prior to award the low bidder confirmed that they could meet these dates. Now they are complaining about the delivery schedule and have delayed several times. How should we handle this?	You have the makings of a dispute on your hands. We recommend that you carefully review the Dispute and Stop Work language in your contract. Document all the conversations that have occurred between yourself and the contractor and contact Jim Collins (323-2223) at for further advise.
14.	Would it be acceptable to receive a loaner copier pending delivery of an ordered copier? What kind of documentation should we use to cover us in case of damage?	You could create a Std. 65 stating clearly all your expectations including the no cost arrangement. If you had knowledge of loaner availability at order placement, the statement could be made at that time.

15.	Do we get copies of the Western States Contract Alliance (WSCA) pricing from the resellers?	Hard-copy catalogues for WSCA agreements are not available; however, you can secure pricing through Compaq's price schedule at the following web site: www.pd.dgs.ca.gov and then click on Education Procurement Solutions, click on Compaq, and then click on Compaq Products and Price Schedule
16.	Where can I get a copy of the WSCA (Compaq) terms and conditions?	The California agreement is available at: www.pd.dgs.ca.gov and then click on Education Procurement Solutions, click on Compaq, and then click on California General Provisions. The WSCA Compaq terms and conditions (appended to California's General Provisions) is situated at: www.state.nm.us/spd/90151tc.tif
17.	Will WSCA ever include non-IT products and/or services?	Yes, there are a number of non-IT products that are being considered for future WSCA contracts, i.e., law enforcement products and vehicles, transportation products such as tires, tire chains, alternative fuel vehicles, etc.
18.	What does "no cost to cover" mean, speaking of WSCA?	The Rights and Remedies for Default language contained in the Model General Provisions includes a "cost to cover" right. This means that if your contractor defaults, that you have the right to obtain the specified product on the open market and the defaulted contractor must pay any cost difference. The WSCA contracts do not contain such language. The only remedy agreed to is refunding your money.
19.	Why do CMAS contractors change or develop their own terms and conditions? We've received changes from Booze-Allen-Hamilton.	CMAS contractors cannot change agreed upon terms and conditions unilaterally. They must submit changes to the PD - Contracts Negotiations Manager, Diana LaBonte for consideration for inclusion into their terms and conditions.

20.	At the Small Business Advocate meeting we were told that we must show how you evaluate other CMAS vendors and do a bid process. But your CMAS pamphlet says that CMAS is a "no-bid" solution. Which is it?	The law does not require bids, however it does require best value purchasing decisions. Agencies must document best value and if known prior to the purchase the agency need not do pricing comparisons. We strongly encourage agencies to include small businesses when doing price comparisons. Be sure to document the file with best value statements showing how the CMAS supplier is best meeting your price, quality, maintenance, delivery etc, needs.
21.	How much of a CMAS contract must be attached to a file copy of the Std. 65?	Compliance reviewers will expect to see the face page of the CMAS contract as well as the page from the schedule that confirms the base GSA price offered.
22.	If you advertise a formal bid on the Contracts Register, do we have to obtain the PIN vendor list from PD?	Beginning April 1 st , PD will not require mailing of formal bids to the entire PIN vendor list. This requirement was changed with the passage of SB 1684.
23.	With all these new ads going onto the Contracts Register, is there a template to follow?	Yes, visit the web site at www.osber.dgs.ca.gov/csct/ and you will see an interactive form to fill out that acts as a template.
24.	If we are purchasing something from southern California and it's being shipped to Sacramento, do we pay the tax rate of southern California or Sacramento?	You pay the tax rate of the "Ship To" address.
25.	Will CAL-Card ever eliminate the requirement to collect a Std. 204 from every	CAL-Card is working with the Visa Card contractor to include this requirement from every customer that accepts the Visa Card doing business with the State

	vendor?	Elimination of the St.d. 204 requirement will ultimately be dependent on Internal Revenue Service (IRS) regulations. If approved, State agencies would then have to follow written directives by the Department of Finance and the Franchise Tax Board.
26.	What is happening with the CAM Manual?	We realize that the finalization of the CAM has not occurred and are working to find authors of the remaining Chapters. While many of the Chapters say "proposed" the information in them should be used as they have undergone strenuous review prior to posting on the web site. Understand, however, that some of the chapters are already in need of updating and none of the Chapters have been formally implemented yet.
29.	What do we do if a supplier offers a free color printer with a \$ value of approx. \$1300 to us if we agree to buy all supplies solely from the supplier and meet a minimum number of copies per month? Should we "do" the deal?	We do not advise any organization to accept "0" \$ value deals as they usually lead to hidden charges and invariably cost disputes. An exception would be a loaner, documented as in Question #14.