SUBJECT: Amendment 2 to Request for Proposal 3407  
RFP TITLE: Security & Fire Protection Services  
DATE OF AMENDMENT: April 25, 2017  
DATE OF RFP RELEASE: March 22, 2017  
OPENING DATE: May 23, 2017  
OPENING TIME: 2:00 PM  
CONTACT: Ronda Miller, Purchasing Officer II

The following shall be a part of RFP 3407. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

1. Our company (Firetrol Protection Systems) is currently on the State contract in Oklahoma for Fire alarm, sprinkler and other life safety systems. We currently pay the State of Oklahoma 0.50% on all sales that are performed using the State contract. Under the NASPO RFQ it states an administrative fee of 0.25% to be paid by the contractor on all sales done through this contract. Our question is, will we be paying both of these fees if this contract is approved for the State of Oklahoma?

Both NASPO ValuePoint and any Participating States admin fees will need to be paid by the contractor.

2. Are the properties located in Nevada or each prospective state?

Per Section 1 this solicitation, this is a multiple state solicitation; therefore, properties will be located in various States.

3. South Carolina is listed in paragraph 1.6 as a participating state, however there is no attachment for South Carolina in Attachment J: Additional Participating States T & C’s. Does South Carolina have any additional T & C’s?

Yes, T’s and C’s will be provided in the Participating Addenda negotiated with each vendor.

4. Are taxes required to be included in the Material Percent Mark-up amount on the pricing template for vendors submitting pricing for work in South Carolina?

Taxes should not be included in the markup amount as some States are tax exempt.
5. If taxes are required to be included in the Material Percent Mark-up amount on the pricing template for vendors submitting for work in South Carolina, what tax rate should be used since sales tax percentages differ by county in South Carolina?

Refer to question 4 of this amendment.

6. What vendor staff positions are considered “Key Personnel”?

The individual(s) who is/are the primary point of contact and is responsible for the performance of this contract.

7. Please confirm that the Material Percent Mark-up amount on the pricing template must include all freight, profit, overhead, warranty, and potential bonding fees associated with material purchases?

Yes.

8. Will other non-labor costs such as travel, equipment rentals, and permits be marked up using the same percentage as the Material Percent Mark-up proposed by the vendor?

Each Participating Entity will negotiate any travel costs. All cost associated (including material markup) to include shipping, configuration, kitting, processing, reporting, warehousing, ValuePoint and Participating Entity fees.

9. The pricing template does not specify rates for different labor categories. Is it allowable for the vendor to propose different rates for specific labor categories (for examples: Field Technician, Physical Security Technician, Project Manager, Engineer)?

Hourly rate for normal and after hours should be the hourly rate for a Field Technician. Other labor categories and rates should be included under other miscellaneous labor services on the cost sheet.

10. In Amendment 1, the answer to question 7 states “There will be no third party monitoring services allowed.” Please clarify whether that pertains to Category 2 (Burglar Alarms) and Category 9 (Inspections & Monitoring). It is standard industry practice for Burglar and Fire Alarm Systems to be monitored by a third party, is the intent that all monitoring must be accomplished by a monitoring call center that is owned/operated directly by the vendor?

No. In any category that requires services by a third party vendor, they will be considered a subcontractor; therefore, the primary contractor will be held responsible for any and all issues that may arise from the use of a third party and primary contractor will assume all responsibility/liability for the third party vendor.

11. In the proposal is the section of application certifications/licenses, does that include technician certifications and business licenses? Does it also include any disadvantaged business enterprise certifications?

Vendor must state that all technicians are certified and/or licensed; certifications may be required for each Participating State.

Disadvantaged certifications are not necessary within vendor’s response.
12. Under the service category 2 Burglar Alarm Systems, can the 24-hour (UL) station be provided by a company of which we are a Value Added Reseller? Our company often provides monitoring services through a value added reseller agreement to resell monitoring services to customers locally.

*Refer to question 10 of this amendment.*

13. Does the statement pertaining to 4.2 NASPO Statement of Compliance, 4.2a Insurance, 4.2b NASPO ValuePoint Administrative Fee and Reporting Requirements, 4.2.c NASPO ValuePoint eMarket Center all go in section 2?

Yes.

14. Does 4.3 Participating State Terms and Conditions go in section 3?

*Per Section 1.6 of the RFP, Other State terms and conditions are being provided as a courtesy to proposers to indicate which additional terms and conditions may be incorporated into the state Participating Addendum after award of the Master Agreement. The Lead State will not address questions or concerns or negotiate other States’ terms and conditions. The Participating States shall negotiate these terms and conditions directly with the supplier.*

15. Does 4.4.1 Offeror Profile, 4.4.1a Subcontractor Information, 4.4.1b Business References, 4.4.1c Vendor Staff Resumes, 4.4.2 Customer Service, 4.4.4 Promotion, 4.4.5 Usage fee go in Section V - Section 4 - Company Background and References?

Yes.

16. Section 4.2.a Insurance says "describe your insurance or plans to obtain insurance satisfying the requirements in Section 21". Where is section 21? What are the insurance requirements?

*Attachment A ~ NASPO ValuePoint Master Agreement Terms and Conditions.*

17. The Business Reference Response to Reference Questionnaire has a deadline of September 8, 2014. What is the date these forms needs to be sent in by?

*Please use updated form attached.*

18. Do we have to include all of our vendor parts and the MSRP pricing in the proposal?

No.

19. In addition to extending our current state relationships, we are also looking to add four additional states to this contract. What is the process for adding new states to the contract?

*This is a new solicitation to replace the current contracts.*
20. There are some sections of the RFP that are vague as to what section or tab that the response should be placed in. Does Section 2.15 Certification of Non-Debarment go in ‘Section VI- Other Informational Material’?

*Yes.*

21. Are resumes for key personnel or all proposed staff?

*Refer to question 6 of this amendment.*

22. The resume template asks for a minimum of 3 references – are they required?

*Yes.*

23. Is paragraph 4.4.3 ‘Scope of Work’ to be addressed in ‘Section VI – Other Informational Material’ as well as ‘Section IV- Section 3 – Scope of Work’?

*This information should be under Section IV ~ Scope of Work.*

24. Is all of section 4 of the RFP to be answered in Part IA - ‘Section V– Section 4 – Company Background and References’ of the Technical Proposal?

*Refer to questions 13 and 15 of this amendment.*

25. How do we add a monthly cost for Maintenance and monitoring without knowing the actual cost or configuration for a particular installation?

*Refer to question 17 of amendment 1 and revised cost sheet. Vendors may express cost as a percentage of the total system cost.*

26. In the cost proposal, how does the vendor proposed prices include freight, delivery and travel expense, when the scope or location of the effort is unknown?

*Refer to question 8 of this amendment.*

27. Is material percentage mark-up a requirement on the vendor cost form?

*Yes.*

28. Is it the State’s intent to penalize the Vendor 25% decrease in the Vendor price for an incorrect invoice submitted in favor of the Vendor vs allowing the Vendor to correct the invoice and there is no penalty for incorrect invoice in favor of the State?

*Vendors are allowed to correct invoice without penalty.*

29. My question is in regards to Attachment A: NASPO ValuePoint Master Terms and Conditions section General Provisions 21.b.5 Network Security (Cyber) and Privacy Liability.

Could this insurance requirement be waived or made conditional based on Participating States, their insurance requirements or the work being performed? The nature of some of the proposed
work does not always include programming or installing anything on an End User's Network which would make this requirement detrimental to potential respondents.

Vendors awarded Master Agreements must have required insurance. Amounts and/or other coverage may be negotiated within each State’s Participating Addendum.

**ALL ELSE REMAINS THE SAME FOR RFP 3407.**

Vendor must sign and return this amendment with proposal submitted.

Vendor Name: ________________________________________________________________

Authorized Signature: __________________________________________________________

Title: ___________________________ Date: __________________________

This document must be submitted in the “State Documents” section/tab of vendors’ technical proposal.