



SUBJECT: Amendment 1 to Request for Proposal 3407
RFP TITLE: Security & Fire Protection Services
DATE OF AMENDMENT: April 11, 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.

Additional T&C's:

Washington State



Washington T&Cs.pdf

Additional Intent to Participate States:

Utah
Virginia
Washington

Questions and answers:

1. All questions relate to the State of Maine:
 - a. What are the buildings that are included in this?

Refer to Section 1.6 Participating States of the RFP, this information will be provided by Maine during the Participating Addendum process.
 - b. What are the systems that are in place at these buildings?

Refer to Section 1.6 Participating States of the RFP, this information will be provided by Maine during the Participating Addendum process.

2. The cost sheets provided appear to account only for labor services. Where are we to include software and hardware product pricing?

Materials mark-up.

3. On page 16, Section 30. Defaults and Remedies. “Liquidated Damages as provided in the Master Agreement” is referenced in subsections b and c as a possible remedy. However, there is no liquidated damages provision in the terms and conditions. We should ask:

Will there be liquidated damages? If so how much?

This will be negotiated between each Participating Entity and the awarded vendor.

4. On page 17, Section 33. Indemnification (a). Will NASPO allow a revision to this section to add a negligence standard to “acts , errors, or omissions of the Contractor”? Please see below for the full revision.
 - a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against third-party claims, damages or causes of action including reasonable attorneys’ fees and related costs for any death, injury, or damage to tangible property arising from the negligent act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.”

Refer to Section 2.14 of the RFP.

5. Can we Bid for some of the services within a Category or must we Bid for all services with a Category?

Vendors may not submit for less than one entire category. Refer to Attachment B ~ Scope of Work of the RFP.

6. Regarding Monitoring. Is Category 9 (Inspections and Monitoring) intended to be for fire alarms only? Category 9 includes “alarm monitoring,” but there is no specification regarding what type of alarm is to be monitored.

Specific requirements of Inspections and Monitoring will be provided by the Purchasing Entity.

7. Regarding Monitoring. Other than Category 9, the only category that references monitoring is Category 2 (Burglar Alarms). Are monitoring services allowed under Category 1 (Access Control Systems), Category 3 (Surveillance Services & Equipment) and Category 8 (High Security Control Systems)?

There will be no third party monitoring services allowed.

8. Regarding Monitoring. Is third party monitoring allowed? In other words, may a Contractor, on a pass-through basis, contract with a Purchasing Entity for monitoring services to be performed by a third party? Third party monitoring necessitates a separate contract that would specifically govern the monitoring services, and would have its own terms and conditions separate from the NASPO ValuePoint Master Agreement Terms and Conditions. Procedurally, a purchase order for services would include the separate contract for the monitoring. If allowed at all, is it allowed specifically for Categories 1, 2, 3 and 8?

Refer to question 7 of this amendment.

9. Regarding Hosted Services. Are hosted services allowed? Category 3 (Surveillance Services & Equipment) uses the phrase “cloud-based and video surveillance systems, services and equipment.” Is this intended to reference a hosted solution? Would this specifically be for Category 3 only, or would this also be allowed under Category 1 (Access Control Systems), Category 2 (Burglar Alarm Systems) and Category 8 (High Security Control Systems)?

No.

10. Regarding Hosted Services. Is third party hosting allowed? In other words, may a Contractor, on a pass-through basis, contract with a Purchasing Entity for hosted services (such as access control and video monitoring) to be performed by a third party? Third party hosting necessitates a separate contract that would specifically govern the hosted services, and would have its own terms and conditions separate from the NASPO ValuePoint Master Agreement Terms and Conditions. Procedurally, a purchase order for services would include the separate contract for the hosted services. If allowed at all, is it allowed specifically for Categories 1, 2, 3 and 8?

No.

11. Regarding Service Response. Categories 1, 2, 3 and 8 require an on-site visit within 4 hours, including weekends and holidays. Can you explain how this will work? No business hours have been specified yet. Is this 4 hour requirement during the Contractor’s business hours only? What if the Contractor does not have business hours on a holiday?

This will be negotiated between each Participating or Purchasing Entity and the awarded vendor.

12. Regarding Service Response. Per the language in the document, an on-site response is required in every instance. Is the intent that an on-site response is only required when a telephonic or remote response will not resolve the issue?

An onsite response is required in every instance if a telephonic or remote response does not resolve the issue. This will be negotiated between each Purchasing Entity and the awarded vendor.

13. Regarding Service Response. Can the 4 hour on-site visit requirement be modified? In certain Participating States, due to distance and weather, 4 hours is not always going to be possible.

Refer to question 11 of this amendment.

14. Regarding Bonds. When payment and performance bonds are required (either by applicable statute or at the request of the Purchasing Entity), is the Contractor allowed to charge an administrative fee so long as it is clearly set forth in the purchase order?

No. All fees must be included in vendors submitted cost proposal.

15. Regarding Section Reference. Section 4.4.1a contains references to Section 4.5.1 and 4.5.1b. Neither of these sections exist. Can you confirm that these references should be 4.4.1 and 4.4.1b respectively?

Correct. Section should read 4.4.1 and 4.1.1b.

16. Regarding Section Reference. Section 4.4.1b contains a reference to Section 4.1.5b. This section does not exist. Can you confirm that this reference should be 4.4.1b?

Correct. Section should read 4.1.1b.

17. Per Attachment C - Cost per category, we have the following question:

All categories call for maintenance and monitoring to be priced by a unit of monthly cost. Maintenance agreements for access control and surveillance systems are typically priced as a percentage of the project on an ongoing annual basis. Can we add a unit price as a percentage of the proposed system?

Attachment C ~ Cost Revised. Proposing vendors must use the attached updated cost sheet.



18. The Washington State website posted its Participating Addendum, but I still do not see it posted here or embedded within the solicitation. Will it be incorporated to the solicitation as an amendment?

Refer to additional Intent to Participate States listed above.

19. Can you please confirm an actual scope of work for the RFP? I find categorical descriptions but I do not find any actual desired specific scope of work. Is this just supposed to be a time and materials proposal for labor charges and material markups only?

Attachment B of the RFP.

20. Is there any requirement for prevailing wage payments as required on federally subsidized contracts subject to the Davis Bacon Act?

Refer to Attachment A of the RFP.

21. If I am only interested in doing business in the State of Oklahoma, do I still need to register to do business in Nevada through the on-line Nevada purchasing website?

No.

22. Solicitation Section 4.2.c requires the use of JAGGAER for posting either a hosted or punch out catalog. However section 5 Attachment C only has a single cell for "Materials percentage mark-up".

Question: Are the bidders to provide a comprehensive catalog as part of our response? A single cell for materials percentage mark-up is not adequate when an offeror is proposing multiple product lines. Please advise.

Specifics of catalogs will be established with each awarded vendor.

23. Would it be possible to see the Fire Alarm Systems Inspection Reports from the current vendor providing this service in South Carolina for the last two years inspections?

This information is not available.

24. Attachment E states, "This document must be submitted in Tab V of vendor's technical proposal." However, Section 2.11.2 Part I A - Technical Proposal places Attachment E in Section III - State Documents. Please confirm that the correct location of Attachment E is in Section III.

Attachment E should be submitted in Section III ~ State Documents.

25. Attachment B, Scope of Work, Section A, the second and third bullet refers to quotes having both lease and purchase options. Is an option to lease equipment a requirement for all scope categories? If so, do lease terms and rates required to be provided as part of vendor's response to this RFP?

This will be addressed with each Participating Entity.

26. Attachment C, Cost, each category tab requires "Costs for Maintenance and Monitoring" per month. What is intended to be included in line item? How is a vendor to know the size of the system being monitored or maintained? What is the scope of the "monitoring" being priced for categories 1, 3, 7 and 8?

Refer to question 17 of this amendment.

27. Is the intent of this agreement to replace the existing security agreement expiring around October?

Yes.

28. Can we bid an adjoining state if we can meet the required response time?

Vendors must propose any and all States they intend to provide services to.

29. Are the states listed in the RFP the only participating states at this time? For example I did not see Washington listed, however I believe they currently participate under the existing security agreement

Yes; however, states have the option to participate any time once Master Agreements are executed. Refer to Additional Intent to Participate States listed above.

30. Are licenses and certifications needed for all participating states in order to comply with the terms of the solicitation?

If awarded, vendor must have all required licenses and/or certifications in place prior to providing any services.

31. To clarify, will we be able to add subcontractors during the course of this contract or do all subcontractors need to be provided at this time? Is there any threshold where subcontractors do not need to be included or reported, i.e. less than a certain dollar amount or percentage of work?

Yes, you will be able to add subcontractor(s) with prior approval per the requirements of the Participating State. Primary contractor is responsible for reporting all sales/services done by any subcontractor.

32. Please clarify if only resumes of key personnel are required or are resumes of all personnel that would work on this contract required?

Only key personnel.

33. Will federal contracts be considered relevant past performance for the purposes of a reference?

Yes.

34. Will federal contracts such as the GSA schedules be considered relevant for the purposes of experience in Usage Fee and Reporting Plan?

No.

35. If awarded contract is it required that the company holds licenses and certifications on all services (Fire Alarm, Fire Sprinkler, Fire Extinguishers...etc.). Or can some of the services be subcontracted out?

Refer to question 31 of this amendment.

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.