



Amendment of Solicitation

Date of Issuance: May 26, 2016

Solicitation No. OK-MA-145

Requisition No.

Amendment No. 1

Hour and date specified for receipt of offers is changed: [ ] No [X] Yes, to: July 11, 2016 3:00 PM CST/CDT

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the Solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
(2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

ISSUED BY and RETURN TO:

U.S. Postal Delivery or Personal or Common Carrier Delivery:

Lisa Bradley Contracting Officer

Office of Management and Enterprise Services Central Purchasing 5005 N. Lincoln Blvd., Ste. 300 Oklahoma City, OK 73105

405 - 522 - 4480 Phone Number

Lisa.Bradley@omes.ok.gov E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

- 1. \*\*The closing date for this RFP has been extended to July 11, 2016 3:00 PM CDT. \*\*
2. Attachment D Band 2 has been corrected to reflect correct header and bottom tab information. Updated Attachment has been posted separately.
3. Attachment D Band 4 has removed the siren speaker which has been listed on the market basket. This is currently awarded on a different contract. Updated Attachment has been posted separately.
4. Additional States expressed Intent to Participate
Delaware Idaho Illinois
Montana Nevada
States which have included terms will have new attachments added.
Attachment M - Illinois
Attachment N - Montana

## Description of Amendment - continuing

5. Attachment I has been updated to include the NASPO ValuePoint usage reporting template and has been posted as a separate attachment.

6. Question and Answers:

1. Would a distributor be eligible to submit a bid? (4.1.12)

a) Will you accept bids from distributors that represent multiple manufacturers that can offer a turn-key solution?

b) Does this mean you are prohibiting prime bidders that are not manufacturers?

At this time, we will be accepting proposal responses from manufacturers only. There is opportunity for Authorized Distributors to participate through recommendation from the manufacturer, but all contract awards will be finalized to the manufacturer. See question 79 below.

2. Some products may cross over the defined bands. How would you recommend us to submit these products? Respondents may incorporate a notation in the product listing to clarify their intention. Such as see Band 3 or an additional comment.

3. Is the state willing to simplifying price pages? Small/Medium/Large not solution to any size of agency. Good/Better/Best not necessary. No, the scenarios are set. These do not indicate limits upon which quality the end user may purchase. The examples are to provide suggestions of configurations. Small/medium/large = total suggestion for multiple units integration. Good/better/best for economic choice or all available extras.

4. Are market basket items applicable to bands 1, 2, 3 or just 4? The pricing scenarios serve as the general market basket for bands 1, 2, and 3. This allows the supplier to submit their products in areas which apply. These scenarios will be part of the pricing evaluation and it is up to the suppliers to complete the items per category as their offerings.

5. Since there is only one set of specifications for Band 2, would Attachment D Band 2 have only one price page for completion? No. Those specifications were set at a minimum standard. We understand that there are base models of equipment as well as models of extra features. The Good Better and Best section is to allow the supplier to provide a variety of products and items for the end users to choose from.

6. Is it acceptable for Attachment D Band 3 to just have one price page and the vendor can include local and/or cloud storage on that same page? No. Please reference question #5 above. Both local and

## Description of Amendment - continuing

cloud may be listed on the same page, but there is a differential of good, better, and best level of quality offered.

7. What is definition of Hot List Items? (5.2) Please reference the term Hot List Items to Market Basket Items.
8. Where should hot list items be shown on the price pages? Respondents may also propose additional product identifiers as good, better, or best; contract specific Hot-List Items, as long as pricing will be held for the initial agreement period. These items should be included within the market basket which is contained in each band of Attachment D, pricing cost proposals, and clearly marked as such.
9. Can Section 4.2.15 be added to the Attachment E Template? No. Please provide a separate narrative of Section 4.2.15.
10. Is a point-by-point response in addition to the completed Attachment E required? Yes.
11. Section 1.6; please confirm that the States listed will have to have a signed participating addendum in place before they are considered a participating state for this contract? Yes. A participating addendum will be required for all states which plan on purchasing items from this contract; including the lead state and the states which have signed a non-binding Intent to Participate. Participating Addendums will be executed only after the Master Agreements are awarded.
12. Is the VPAT reference in Section 9.16 required at the time of bid submission, or is this something that the State will request only when needed? This will be required during the participating addendum process to reflect each end user's requirements.
13. Is the vendor required to provide a Certificate of Insurance with the bid response, or after award of contract? If after award, should Certificate of Insurance be provided within 7 days or 30 days of award notification or execution of the Master Agreement?(section 4.18. & 7.17.and ok page 56 bidder info)  
  
Section 4.1.2 Requires Offeror to agree to acquire insurance and this is included with response.  
Section 4.1.18 Requires Professional and Technical Insurance be required within 7 days of award notification and sent to the Lead State Contract Administrator.  
Section 7.17 Requires submission of Commercial General Liability and any applicable State Workers Compensation or Employers Liability Insurance. These certificates shall be provided within 30 calendar days but prior to any contract performance.
14. In regards to #6 of the "Responding Bidder Information" form, the bidder has no employees in the State of Oklahoma and is not required to maintain Worker's Compensation Insurance in that state. However, all of the bidder's employees are covered by the appropriate Worker's Compensation Insurance in their applicable state of employment. Based on this scenario, should

## Description of Amendment - continuing

the bidder mark "yes" or "no" to question #6 on the form? *You should answer yes. Please reference Section 7.17 as this may pertain to each state during the participating addendum process.*

15. In Section 4.1.11 Resume for Account Manager is requested. Is it possible to provide a detailed bio in Attachment E instead of a resume? *No. We would like a full resume of the expected Account Manager.*
16. Section 4.1.17 Disaster Recovery Plan. Is it sufficient that at the time of bid, offeror marks Yes in Attachment E? *No. The evaluation team would like to review all potential awardees disaster recovery plan.*
17. Does the offeror need to specify product delivery / lead time, or will that be provided at the time of quoting the customer? If it is to be specified in bid response, where should the information be located? *A general product delivery/lead time is required with response. A formal delivery date is expected with each individual quotation.*
18. Does offeror provide a response about compliance with minimum requirements or just complete Attachment E "Technical Mandatory" tab? *Offerors must complete Attachment E and include a statement that they have read and understand all of the terms and conditions as shown in Master Agreement (Attachment A)*
19. Whom do we contact if we have questions regarding other states' terms and conditions? *Individual State's terms and conditions will be addressed at time of finalizing the State's Participating Addendum and are not part of the initial Master Agreement or offerors response. These are included as a courtesy to both the State and the offeror.*
20. If our pricing only includes the NASPO Administration Fee will each bidder be responsible for absorbing any additional State Administration Fee? *No. In response offeror should explain that any State Administrative Fees can be added to the baseline pricing. "For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state." (7.26.b)*
21. How do we list the Mobile Digital Video products for school buses, mass transit, or other types of non-law enforcement vehicles? *You may include this in Attachment D Band 2 by identifying this in the equipment description. You may consider the Small, Medium, and Large as a volume based solution if applicable.*
22. Please clarify how frequently modifications can be made to this contract for both products and price, during the contract term?
  - a) *Discontinued items: 30 day advance notice with substitution information (as needed)*

## Description of Amendment - continuing

- b) Marketbasket initial prices and rates must be guaranteed for the first twelve (12) months. After the base year, pricing adjustments may only be submitted quarterly.
- c) The discount percentage must remain constant for the entire contract term.
- d) New products can be introduced as applicable. A general guideline is quarterly, however, as a courtesy to the end users, this guideline is flexible.

23. Please clarify how you want the pricing listed. Turnkey video solution / one complete project / itemized cost breakdown for each component. Attachment D should list all equipment utilized for a complete project. Equipment should be listed together as a group, but identified with part number and unit cost as the detailed breakdown. These configurations will serve as a sample; however, end users may purchase from full line catalog discount any combination of items at any time.
24. Will you allow local dealers to provide the integration services? Any integration services offered should be submitted by the manufacturer through the authorized distributor listing. Listing should list if sales only or sales and service.
25. How is the State going to integrate this with multiple integrators? Reference question #23 above.
26. If Offeror is a manufacturer of equipment in one band but not a manufacture in another band, is Offeror eligible to respond to this RFP to potentially receive an award? Yes. Awards will be made by bands. You may bid one or all bands as applicable.
27. May Offeror adjust the width of Column G on Attachment E? Yes.
28. Must signatures be original or may they be a scanned copy? One original signature on the hard master copy is preferable but not a disqualifier.
29. Please explain why Section 4.1.18 is applicable to the equipment being offered. Due to the technical and highly confidential nature of this equipment, this insurance will be required.
30. Can a turn-key License Plate Recognition (LPR) system be accepted by the committee as In-Car Video Equipment under this Band 2? Yes. A turn-key LPR system on the in-car video contract band would have to meet all the requirements and specifications for the video functionality at a minimum.
31. May we ask for a waiver of Section 4.1.6 References? No. References are required for your company, and it is understood that this equipment is a new market.
32. Will Section 4.2.15 be added to Attachment E? No, please address section 4.2.15 as a separate narrative of your marketing and NASPO promotion plan
33. Section 2.10 – Can the separately sealed and labeled pricing envelope and pricing flash drive be in

## Description of Amendment - continuing

- the same shipping container as the rest of the response? *Yes, if pricing and flash drive are identified and in a sealed envelope container.*
34. Section 2.11.1 – Are the RFP forms referenced Responding Bidder and Non-Collusion on pages 56 – 57. *Yes.*
35. Section 2.11 – Please clarify where Attachments E, G, and J should be included. *Attachments should be inserted after the technical response.*
36. Section 2.9 – Is Offeror to provide a point by point response to each section of the RFP (pages 1-23), in addition to the content listed in Section 2.11? *Yes.*
37. Do the 5 largest customers need to be contract agreements or customers in general? *Contractual agreement customers would be preferable.*
38. If we have products that have specs in good, better, and best what category should we list the item as? The column where we have the most specifications met? *Not understanding the question. Do not list the same item in all 3 categories.*
39. Under Band 1 requirements there is a record life and a record time specification. Please clarify. *Record life refers to battery life while in active record mode vice standby mode. Record time refers to span or duration of recording on installed storage media; even if you recharge the battery, there is only so much memory.*
40. Unauthorized deletion or alteration. Are we correct in assuming that this is requesting that the unit protects against unauthorized deletion or alteration? *Yes.*
41. Unauthorized access. Assuming that this is requesting that the unit protects against unauthorized access? *Yes.*
42. Attachment E - Band 3 Are the requirements listed in this section to apply to both a CLOUD based storage solution and a local storage solution? *Yes. This is highly confidential and technical data.*
43. Are vendors able to submit a “range” of storage solutions that fall within a pre-determined price range or are vendors to simply list the amount of percentage off of the storage solution that will be required, once determined? *In the pricing scenarios, a range of storage solutions is allowed. There is a separate tab to list the percentage discount.*
44. Band 3 references peripherals, is this where vendors should list any of the optional items that an agency could elect to purchase in addition to the base units? *Yes, if they remain in the scope and enhance the product. Additionally, options may be listed in the value added section.*
45. Does this also include Wireless equipment and installation services? *It does not include network*

**Description of Amendment - continuing**

equipment, such as infrastructure, over which the data would travel, such as access points, CAT 5 or 6 wiring, routers, switches, etc. Installation would be limited to the in-car video equipment itself, not generic network infrastructure.

46. In regard to good, better, and best options, are vendors able to list product that is currently in development that will be available for purchase later in the year? If not, what will be the process to get those product lines added to this contract? Yes with release date information identified.
47. Are Bands 1 and 2 strictly for the base unit BWC and ICV units or are vendors to list the optional additional items that are available for each band in these sections or in Band 3?
- a) Should integral operating software pricing be included in Band 1 and 2 pricing or should software be priced separately in Band 3 pricing?

Equipment should be listed in the appropriate band, base units in Bands 1 and 2, software /peripherals / hardware / storage solutions should be listed in Band 3. Respondents may include additional sheets providing the full proposed solution.

48. Will the State clarify whether the Master Agreement will be awarded to a single vendor within each cost proposal band, good, better, or best, or if multiple vendors will be selected for the agreement in each category? There is not anticipated need for a single award per category but the total evaluation points will make the final judgement.
49. Will the state clarify whether the purchase price discount based on agency size is in regards to the quantity of units purchased or the size of the agency purchasing products? This is based on the agency purchasing products. We are asking suppliers to propose their solution based on agency size, even though units may be purchased as a single unit.
50. Regarding Section 2.15.1 Certification for Non-Debarment, does vendor inclusion in an ethics investigation or cancellation of an RFP due to agency accusations of procedural wrong doing warrant “proposed for debarment” or “voluntarily excluded by any Federal, state or local agency? This certification relates to any legal proceedings which have been made against a supplier which have resulted in a conviction or civil judgement. Cancellation due to agency procedures would not disqualify a supplier. If action is still pending supplier should disclose.
51. Attachment J Value Added Plan – requires that no identifying information be included. Will the State confirm that value added packages described will be limited to the proposal in which it resides and not extended to all vendors under NASPO? Attachment J will be evaluated separately and blindly by the evaluation team. Responses will be coded at receipt, and evaluation team will rate the plans without any prior conceptions. This attachment is solely for award from this proposal.

## Description of Amendment - continuing

52. Will the state require vendors to provide a disclaimer on how the BWC mounting solution maintains control over the device during officer struggles? Yes, this is listed in the minimum requirements. *Yes, reference Section 8.4.2.1.*
53. To avoid data loss in critical situations, would the State add a specification to the 'Best' product offering category for vendors to provide details on BWC and In-Car camera automatic activation and the devices required to obtain these features? *These categories are open to allow for the suppliers to identify the areas of quality and extra options of their proposed equipment.*
54. To ensure that NASPO will be able to provide leading technology for an extended period of time, will the State create specifications for real-time communications in the 'Better' product offering (e.g. live streaming), and 'Best' product offering (e.g. visual distribution of dispatch alerts)? *See Question 52 above*
55. To ensure that solutions are comprehensive in CJIS compliance, will the State require vendors to provide a disclaimer regarding how their local storage or removable device storage is CJIS-compliant? *Yes, reference Section 8.6.1.1.*
56. Will the State add a specification to 'Good', 'Better', and 'Best' product offerings in Band 3 including the expected time that will need to be spent by employees to redact a defined amount of video? *No, this contract will not address agency procedures.*
57. How do you expect to reconcile the inherent conflicts when the same products could be available for purchase both in this program and other NASPO programs? *Section 8.6 - Band 3 is not considered to be a hardware category without the purchase of bundled video products and/or accessories.*
58. Based on this Industry Standard, would you please change the term "Authorized Distributors" to "Authorized Resellers"? *No.*
59. Would the State consider the administrative burden you are putting upon manufacturers and change the timeframe for conducting the survey of end users to Bi-annual? (4.2.13) *Yes, the state will agree to bi-annual survey plans.*
60. Section 5.2, par 6: Will the State please define what is meant by the second sentence: "All items must include identifiable baseline references". What is an identifiable baseline reference? And where would be put it on the pricing sheet? *An identifiable baseline reference names where the original pricing originated; such as a catalog or publically available URL. There is space provided on the first tab of each pricing template.*
61. Industry practice is that licenses to use software not transferable. Can the Lead State revise the RFP to state software licenses for storage products are nontransferable unless expressly allowed

## Description of Amendment - continuing

by software publisher? Yes, this language is acceptable. It is also advisable to address this in the participating addendums.

62. Can the Lead State revise section 4.2.11 to state that products in Band 3 are excluded from the right of return for products ordered in error as this is not a customary practice in the storage industry? No.
63. Can the Lead State remove section 4.1.9 as proposers are for-profit entities that must be able to decide on their own whether or not to cancel a product? No. If awarded a product supplier has a contractual commitment for supplying that product.
64. Can the Lead State revise section 4.1.17 to read that a vendor shall be prepared to offer a disaster recovery plan if specifically requested and purchased by a customer? No. Awarded suppliers should address their disaster recovery plan prior to award.
65. Can the Lead State revise section 5.3.3 to read that offerors may propose their customary terms for cloud services and storage products without being deducted points for excessive exceptions as the RFP does not contain terms for purchasing enterprise information infrastructure products or cloud storage services ? No, an additional terms where specifics are not mentioned in the RFP are not an exception.
66. Can the Lead State remove references to the applicable commercial code, as the parties should establish contract terms to govern acceptance? No. This master agreement is to establish contract terms. Many states have reference to the uniform commercial code in their statutes.
67. Can the Lead State remove reference to liquidated damages ,latent defects, subsection (1) of 7.14, irrevocable and transfer from sections 7.19 and 7.31, section 7.28 to limit it to inspection of services performed at customer's site, as allowing all customers to inspect a manufacturer's facilities would be highly disruptive? No. These are standard NASPO ValuePoint terms.
68. Can the Lead State remove the request for detailed information on the vendors top 5 information as this vendor considers that highly confidential information and does not report that information as part of its public disclosures required by Federal law; instead may a vendor state its overall revenue and its business under 3 SLED contracts? This is to verify that supplier is qualified to ensure continued support.
69. Can you please define what is a “local secured storage systems” and "self-contained storage systems" (5.3.3)? Can our response include storage hardware that reside within the agency's data centers? If so, are their specific requirements on size/space/power/cooling/number of sites? Is the vendor or agency employee responsible for administering within agency data center? Can this be done remotely and still comply with the physical separation requirement? Upon final award

## Description of Amendment - continuing

of the Master Agreements, Awarded Suppliers are able to sign Participating Addendums (PA) at the option of the Participating States. These States reserve the right to add their individual State specific terms and conditions, as well as their own contract management or administrative fee. Each State has it's own IT standards and procedures and will be addressed at the Participating Addendum level

70. The term Cloud is not defined in government cloud services. Does this mean off premise/hosted? Yes
71. Section 4.2.13 - Is the requirement to agree to develop a customer service satisfaction plan or provide the actual plan in the proposal? Requirement is to agreement to the development and implementation of a customer service satisfaction plan. It is anticipated that this will be a future requirement of an annual supplier meeting.
72. Is there a designated State retention period for evidential material or is the retention period determined by each jurisdiction? The resulting master agreements from this solicitation will not attempt to create any policies or procedures.
73. Is there a designated State retention period for non-evidential material or is the retention period determined by each jurisdiction? The resulting master agreements from this solicitation will not attempt to create any policies or procedures.
74. Will the department provide electrical outlets/services and at equipment locations?  
Needs will vary depending upon each agency implementation.  
Will the department provide network cabling from the department provided network infrastructure to the body worn camera docking equipment location? Needs will vary depending upon each agency implementation.
75. Due to the nature and breadth of this RFP, will OK consider allowing a second round of questions to help clarify any additional information based on the first round of questions? A second round of questions has not been considered.
76. Will the Lead State allow other States (not currently listed in the RFP) to participate during the life of the contract? And if so how will that be handled amongst awarded vendors? Yes. After award any State may purchase from the contract by signing a participating addendum with the awarded suppliers of their choice. In addition, counties, cities, municipalities may avail themselves of this contract in many States. It is general NASPO ValuePoint policy for the participating addendum to be signed at the State Government level.
77. The bid states, "Any product which has been returned for failure of performance.." Can you define how failure of performance will be identified? Equipment malfunction.
78. Proposed pricing – pricing fixed for 12 months. Would the State consider a different pricing

**Description of Amendment - continuing**

model, like cost plus? No. With the expected accumulated sales and volume, a cost plus model would be not considered.

79. Section 7.23 Payment – the State wants the ability to use Purchasing Card with no additional charge. Factoring in the administrative fee and the fixed pricing model, Respondent could potentially be under cost for P-card purchases because of the credit card fee. Would the State consider an additional markup for Purchasing Card orders? No. An additional markup for credit card purchases is not legal in some states. This is a general NASPO ValuePoint term.

80. We are a Manufacturer, we do not sell direct to end users, and all products sold to our end user are through distribution and through our Authorized Resellers.

- a) Will NASPO Value accept our Authorized Resellers to manage our standard credit memos and arrange for return of incorrectly shipped or deficient products?
- b) Will NASPO Value accept our Authorized Resellers to manage their standard order/delivery schedules?
- c) Will NASPO Valuepoint accept the process where hardware, software, services and warranty quotes are provided by our partners and submitted to our end users?
- d) Will NASPO Valuepoint accept our Authorized Resellers receiving end user purchase orders and awards?

All master agreements and contract awards will be made to the manufacturer.

All purchase orders and payments can only be made to the contract awardee.

The business relationship between the manufacturer and their authorized distributors should reflect this business model and should be explained in the initial proposal response.

81. Will NASPO Valuepoint accept Upon Shipment, Contractor shall convey to purchaser good title to the goods free and clear of all liens, pledges, mortgages, encumbrances, or other security interests. Shipping terms are referenced in Section 7.11

82. Will NASPO Valuepoint allow a manufacturer to add items that will support the mission to this RFP and enable the best solutions for the bid for Body Cameras, Dash Cameras, Vehicle Equipment, Public Safety, and Law Enforcement? Yes. Items may be included in the offering as long as they are purchased with the video equipment and not purchased separately. Additional items may also be mentioned in the value added portion.

83. The spreadsheet where we are to list Authorized Distributors does not have any provisions for limiting the geographic marketing area for a particular area. If we submit the name of an

## Description of Amendment - continuing

authorized distributor can we also submit the geographic area where they are authorized to resell our products? Yes.

84. Can the prices submitted for items in the market basket be a different percentage discount than the percentage discount being offered for catalog items? Yes if they are listed as a greater discount and if marketbasket items pricing remains stable for the first initial year after contract award.
85. This bid is requesting prices where the vendor pays freight. Items in Band 4 like push bumpers and prisoner seats are large and heavy. Since Hawaii is one of the participating states – will there be any consideration of accepting a different vendor-paid-freight price for Hawaii? And how about Alaska if Alaska were to become a participating state in the future? I would suggest discussions regarding the extra freight during the participating addendum for users outside of the Continental US.
86. The RFP references attachment C to be completed and signed. Attachment C is a T&C document. Is Section 2, page 8 referring to the Non Collusion Document and Responding Bidder Document as the documents to be completed and signed as part of attachment C? Yes.
87. Is the supplier solely responsible for date stamping surveillance data when it is downloaded into the cloud or does supplier have responsibility for coding and cataloguing data for subsequent identification and retrieval? The supplier is responsible for explaining their equipment's capabilities in this area. There has not been a pre-determined requirement.
88. Is the supplier responsible for confirming authorization of agencies or persons requesting access to files? See Question 86 above.
89. Which parts/sections of the CJIS Security Policy are applicable to Band 3 and what requirements must the bidder on Band 3 expected to meet or something along those lines? All sections of the CJIS Security Policy should be met for Band 3 items. This shows to be the industry standard in criminal justice/FBI standards.
90. In section 8.6.1.5 – Are you referencing dedicated cloud storage? Does each agency/State need their own isolated storage or can they all Federal and State customers share one dedicated cloud storage? This would need to be clarified with each participating addendum negotiation.

