



County of Fairfax, Virginia

ADDENDUM

DATE: September 4, 2015

ADDENDUM NO. 2

TO: ALL PROSPECTIVE OFFERORS
REFERENCE: RFP 2000001701
TITLE: Technology Products, Services, Solutions and Related Products and Services
DUE DATE/TIME: September 24, 2015 @ 2:00 PM (**Revised**)

The referenced request for proposal is amended as follows:

1. In Paragraph 7.3 titled Cost Proposal Instructions, Tab 2, page 19, delete Item 2 in its entirety and replaced with "All prices offered in the cost proposal shall include labor, supervision, equipment and any other incidentals to complete the solution, application or service. Offeror shall provide travel services separately in its cost proposal."
2. Refer to Attachment 1, for responses to questions received up to August 26, 2015 are answered in the attachment.

All other terms and conditions remain unchanged.

Lonnette Robinson, CPPB
Contract Specialist Supervisor

THIS ADDENDUM IS ACKNOWLEDGED AND IS CONSIDERED A PART OF THE SUBJECT REQUEST FOR PROPOSAL:

Name of Firm

(Signature)

(Date)

A SIGNED COPY OF THIS ADDENDUM SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL OR RETURNED PRIOR TO DUE DATE/TIME.

Note: SIGNATURE ON THIS ADDENDUM DOES NOT SUBSTITUTE FOR YOUR SIGNATURE ON THE ORIGINAL PROPOSAL DOCUMENT. THE ORIGINAL PROPOSAL DOCUMENT MUST BE SIGNED.

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Attachment 1

QUESTIONS:

- Q1. Pages 3 through 8 of the RFP provides a list of OEM's beginning at section 3.1.3 and ending at 3.1.17. Section 3.1.18 then states related products, services and solutions for any related companies products services and solutions available from offeror. Is it the intent of US Communities to award one contract for each OEM listed on pages 3 through 8 and then for all other OEM's one award to one vendor? Historically the IT contract has been awarded to one or two vendors that are able to sell all OEM IT products and why we need to understand how the OEM's/companies not individually listed should respond to this opportunity.
- A1. For any company not listed in Introduction and Background paragraphs 3.1.3 through 3.1.17, the intent is for Offerors to propose a complete range of products and services per paragraphs 3.1.1 and 3.1.2. If responding to products and services in paragraphs 3.1.1 and 3.1.2, Offeror may also include products and services from one or more companies listed in paragraphs 3.1.3 through 3.1.17. Paragraph 3.1.18 applies only to Offerors responding to Paragraphs 3.1.1 and 3.1.2. Additionally, it is the intent of the solicitation to award the minimum number of contracts to effectively meet the requirements established in the RFP. Multiple awards are addressed in the Introduction and Background and paragraph 16 of the Special Provisions.**
- Q2. Would you consider relaxing the Program Requirements under "Section 5.2 Qualified Offerors of the Products and Services shall meet the following certification requirements and shall provide proof of certification from the manufacturer unless Offeror itself is a manufacturer of the Products and Services."?
- A2. No.**
- Q3. Will providers be able to submit responses for the Services portion only, EG-communications, security? Or must services be a part of a manufacturers bid?
- A3. See answer to question Q1. Offerors responding to Introduction and Background Paragraphs 3.1.3 through 3.1.17 must respond with both products and services of the manufacturer.**
- Q4. Is the current bid envisioned to also include traditional telecommunication services?
- A4. No**
- Q5. Or is the main intent to include vendors of equipment and other technology services?
- A5. Yes**
- Q6. Does the US Communities Government Purchasing Alliance also solicit telecommunication services as a separate procurement vehicle?
- A6. Yes**
- Q7. Can you give us information on the fee structure for vendors?
- A7. See Appendix F Paragraph 5.1.**
- Q8. Will you entertain possibly extending the due date?
- A8. Per Addendum No. 1, the due date has been extended to September 24, 2015 at 2:00 P.M. EST.**

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Q9. Regarding the products and services defined in sections 3.1.3 through 3.1.17, are these products and services mandatory and must be included as a part of the proposal?

A9. No, Offeror may respond to one or more of the company's products and services listed in Introduction and Background paragraphs 3.1.3 through 3.1.17.

Q10. Higher status partner certifications exist than those defined in section 5.2. Are certifications from these tiers (i.e. Cisco Platinum, Panasonic Gold, Solution Provider, Distributor) acceptable?

A10. Yes, the certifications listed in the RFP are minimum requirements.

Q11. Regarding section 5.3, if the Offeror is a distributor representing the Products and Services listed, would the terms in section 5.3 apply? Specifically, may resellers, dealers, and similar participate as ordering points provided they agree to the terms and conditions of this RFP?

A11. Yes.

Q12. Can you define "Public Body(ies)" and "Public Agency(ies)" as they are used in this solicitation?

A12. "Public Body(ies)" and "Public Agenc(ies)" are defined as any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization.

Q13. Regarding the Supplier Qualifications and Supplier Information document paragraph (b)(iv), subparagraph (A) states that we may opt not to respond to a Third Party Solicitation and may instead offer them the Master Agreement. Subparagraph (B) states, "Supplier may respond with the pricing, terms and conditions of the Master Agreement." QUESTION: How are these two options different?

A13. Supplier Qualifications, (b)(iv)(A) means that a Supplier may present the Master Agreement to a Public Agency as an option for comparison instead of submitting a bid response. Supplier Qualifications, (b)(iv)(B) means that a Supplier may respond to the bid with the terms and conditions of the Master Agreement.

Q14. May a vendor bid on a single products/service category such as cloud?

A14. See answer to question Q1.

Q15. Based on the extended geographic coverage of this contract, would you consider opening up the contract to EMC Silver Value Added Resellers and lower level authorized resellers for the other Manufacturers who currently serve these Tier 2 or Tier 3 and rural communities?

A15. No.

Q16. Would you consider allowing Authorized Distribution Partners to hold the contract and the Authorized Resellers sign up as Agents under the Distributor, much like we do now with GSA 70 such as Arrow ECS or Ingram Micro?

A16. In this circumstance, any authorized resellers would need to be included as a part of Offeror's response and would be subject to approval. Additionally, any resellers must agree to the terms and conditions of the RFP.

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Q17. Would it be possible to be listed on the contract as approved for some vendors but not others?
Is this an all or nothing proposal?

A17. Offeror may respond to one or more of the companies' products and services listed in Introduction and Background Paragraphs 3.1.3 through 3.1.17.

Q18. As a manufacturer, working 100% through channel partners, does this contract allow for a structure in which a manufacturer is holding the contract yet allowing partners we deem qualified based on similar partner levels as outlined in section 5.2? Sophos is not one of the listed manufacturers but as outlined section 1 and 2, Fairfax County seeks to assemble a "complete line of technology products" limiting it the 15 manufacturers listed in the RFP does not seem complete so I am also assuming this is open to all manufacturers.

A18. See answer to question Q1.

Q19. We're requesting clarification on the list of manufacturers required to provide proof of certification. AWS is not listed among the OEMs - will the County require AWS certified resellers for delivery of AWS services on the contract.

A19. Any additional certifications available by Offeror should be included in Offeror's proposal response along with proof of certification.

Q20. Section 5.2 PROGRAM REQUIREMENTS: If the offeror does not meet or exceed the certification requirements listed in Section 5.2, but does have a partner qualifications, would the Government like to see the applicable partner certifications?

A20. Yes, Offeror would be responsible for providing partner qualifications and certifications.

Q21. Section 7.3 COST PROPOSAL INSTRUCTIONS/Tab 1 – PROPOSED PRODUCT PRICING: Can the offeror provide multiple discounts within specific Manufacturer Price Lists? This would more accurately represent differences in product levels or class of product within the specific Manufacturer. (example – product versus warranty, software license tiers, etc.)

A21. Yes.

Q22. Special Provisions, Paragraph 5.9.1, Page 15: Resellers have the ability to sell hundreds of different manufacturers and hundreds of thousands of different part numbers. Additionally, resellers do not receive information from all manufacturers regarding new product information, discontinued products, or products still to be manufactured on a regular basis, if at all. And finally, the proposed pricing structure does not call for a fixed price list, but rather allows for fluctuations as list prices change, so long as percentages remain the same. Would the County please consider removing the requirements of Section 5.9.1 altogether?

A22. Offeror should respond with its most robust reporting options that it would like to offer.

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Q23. Special Provisions, Paragraph 5.10, Page 15: Could the County please elaborate on what is meant by “routine maintenance”? Is this related to the purchase of Products, Services, or both?

A23. Both.

Q24. Special Provisions, Paragraph 6.1, Page 17: Since any resulting contract would be available nationally, and since the awarded Offeror may potentially use dozens of different subcontractors located throughout the country, would the County please waive the requirement to provide a profile of all companies who may be providing products or services through a subcontracting arrangement in Tab 3?

A24. No.

Q25. Special Provisions, Paragraph 6.1, Page 17: Under the requirements for Tab 4, the word “Proposal” is capitalized but there is no definition found in the RFP. Please describe the specific Project for which we are to provide a transition plan, project plan, a description of the communications scheme, and a description of the associated risks. It is our understanding that this RFP is for a Master Agreement, and not for a specific project.

A25. The Proposal should include Offeror’s general approach to offering the programs and services it proposes and should describe its process, transition plan, project plan, client relationship management, risk management and any other key information on how it would approach a Participating Public Agency for a project.

Q26. Special Provisions, Paragraph 6.1, Page 18: Since any resulting contract would be available nationally, and since the awarded Offeror may potentially use dozens of different subcontractors located throughout the country, would the County please waive the requirement to provide the qualifications and experience for all subcontractors in Tab 5?

A26. No.

Q27. Special Provisions, Paragraph 6.1, Page 18: Resellers have the ability to sell hundreds of different manufacturers, and each manufacturer could have several different End User License Agreements and Service Level Agreements. Would the County please waive the requirement to provide copies of all applicable EULAs and SLAs in Tab 5? Would the County consider the following proposed alternative language: “Offeror shall describe their requirements for the execution of any applicable End User License Agreement (EULA) and/or Service Level Agreement (SLA)”?

A27. Offeror shall provide all applicable EULA’s and SLA’s related to companies listed in Introduction and Background Paragraphs 3.1.3 through 3.1.17 that it offers. Offeror should also provide any applicable EULA’s and SLA’s for any other major manufacturers it may represent.

Q28. Special Provisions, Paragraph 6.1, Page 18: Since any resulting contract would be available nationally, and since the awarded Offeror may potentially use dozens of different subcontractors located throughout the country, would the County please waive the requirement to complete the Subcontractor(s) Notification Form in Tab 8?

A28. No.

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- Q29. Special Provisions, Paragraph 7.3, Page 19: Under the requirements for Tab 2, would the County please remove the requirement that travel be included in the pricing for services and solutions? Since any resulting contract would be available nationally, it would be difficult for an Offeror to estimate and account for travel costs to all states in U.S.
- A29. See 1st page of this Addendum.**
- Q30. Special Provisions, Paragraph 19.2, Page 25: Are the reporting requirements in this section only required for Fairfax County purchases, or will the awarded Offeror be required to submit this report for every agency who chooses to purchase under the Master Agreement? This requirement could become unduly burdensome if it must be done for all agencies who purchase under the Master Agreement.
- A30. Paragraph 19.2 speaks to invoice requirements, and applies.**
- Q31. Special Provisions, Paragraph 19.2, Page 25: Our standard practice for the purchase of products is to issue an invoice upon delivery. Invoices for services are issued pursuant to the schedule that's outlined in a Statement of Work. Would the County please remove the requirement to send itemized monthly invoices?
- A31. Paragraph 19.2 indicates "(or as agreed to between the parties)" to offer flexibility.**
- Q32. Special Provisions, Paragraph 28.2, Page 27: Since any resulting contract would be available nationally, and since the awarded Offeror may potentially use dozens of different subcontractors located throughout the country, would the County please waive the requirement to provide the names and addresses of each subcontractor that may be used?
- A32. No.**
- Q33. Supplier Qualifications and Supplier Information, Quality, Paragraph 4, Page 60: Resellers have the ability to sell hundreds of different manufacturers and hundreds of thousands of different part numbers. The number of warranties offered by each manufacturer is fairly substantial. Will the County remove the requirement to "provide all product or service warranties" and instead permit the Offeror to "describe all product or service warranties"?
- A33. Offeror may describe all product or service warranties.**
- Q34. Is the Offeror permitted to take any exceptions to the terms and conditions in the RFP?
- A34. Please clearly identify each exception to the provisions in the RFP. We will consider all items for negotiations except those mandated by law. The Administration Agreement is required to be signed unaltered.**
- Q35. Will Offerors be able to submit additional questions after the County responds to the first round of questions?
- A35. Per Addendum No. 1, the last date to receive questions regarding this RFP is September 11, 2015 by 2:00 pm EST.**
- Q36. If awarded, will it become mandatory for County of Fairfax entities to purchase the services scoped under this RFP through this US Communities contract?
- A36. No.**
- Q37. Is Appendix E on page 61 of the RFP the document to be signed by the awarded offeror(s)? And in the event that there is already a signed contract with Fairfax County VA, can we refer to that agreement on our response to this RFP?
- A37. Appendix E is not a document to be signed by Offerors.**

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- Q38. Do we have to have ground support in every city for all schools and organizations listed or can we function from our strongest/ most appropriate states with coverage?
A38. Offeror is responsible for proactively selling the Master Agreement to all Public Agencies and should propose a strategy for best serving all entities. Offeror will be evaluated based on its ability to service Public Agencies nationwide.
- Q39. Will US Communities accept different pricing discounts per brand and/or per product category?
A39. Yes.
- Q40. If a vendor does not meet every single manufacturer certification level listed on section 5.2 will this disqualify the vendor from consideration for the entire RFP?
• Will this disqualify the vendor for submitting a price offer on the manufacturer listed on section 5.2 if the vendor does not meet the listed certification?
A40. If Offeror does not meet every single manufacturer certification level listed in Special Provisions Paragraph 5.2, it will not be disqualified from consideration for the entire RFP. It will, however, disqualify the Offeror from submitting a proposal/pricing for any specific manufacturer where Offeror does not meet the required certification.
- Q41. In section 5.12, does “results” mean pass/fail results, not the full details of the screening?
A41. County requires the full details (proof and results) of the background checks.
- Q42. For Tab 2 (PROPOSED SERVICES AND SOLUTIONS), is it acceptable to provide rate cards, since individual solutions will vary greatly based on project needs?
A42. Offeror should provide the requested information in the most effective way it can.
- Q43. In light of the broad range of products and services in this RFP, can you assist us by sharing how much you spent in each product category in 2014 and how much you expect to spend in 2015?
A43. This information is not available.
- Q44. After award allocation, would we have the ability to re-visit the billing parameters, specifically the customized reporting and invoicing requirements laid out in the RFP?
A44. Special Provisions Paragraph 19.2 addresses invoicing as agreed to between the parties. Reporting required in Appendix F, Article V is required and will not be changed.
- Q45. Do you have a pricing template that we can use in our response?
A45. No.
- Q46. The terms and conditions that would be flowed down to Bidder from Fairfax County include warranting the products, including warranting them against non-infringement (see Section 5.11 of the Special Provisions). Bidder is a reseller of products, not the OEM. How can any reseller be expected to provide a standard warranty on all OEM products that we may resell to the agencies?
A46. It is a business decision on the part of the Offeror to decide if it will offer the OEM warranties or provide their own for the offerings under this contract.

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Q47. Could you please expand on below regarding supplier Commitment?, many agencies who use the current US Communities contract and are also on your advisory committee choose to use others cooperative purchasing contracts such was WSCA for SW, and HW. And in California CMAS and SLP, are resellers expected not to participate in those contracts in the future?

(a) Corporate Commitment.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

A47. Offeror must comply with Appendix D, Supplier Qualifications and Supplier Information, Commitments.

Q48. Reference, 5 Program Requirements (5.1 and 5.1.1): Is the reseller required to actually perform, with its own organization, service on all the Products and Services proposed? Or is the requirement to be able to provide service, i.e. such as reselling the manufacturer's performed warranty and maintenance?

A48. The requirement speaks to the capacity to be responsible for and ensure the Participating Public Agency receives the service.

Q49. Reference 5.2: If the Offeror is a reseller, then is the Offeror required to be an Authorized Service Provider for all the products offered and is the Offeror required to provide proof of certification for all the products offered?

A49. Yes.

Q50. If the Offer is a reseller and provides products other than those listed in sections 5.2, then is the Offeror required to be an Authorized Service Provider for the products offered? (e.g. Does the Offeror need to be an Authorized Service Provider for the Body Worn Cameras?)

A50. Yes.

Q51. Reference 5.7, Customer Service "Accessible service means that citizens have easy access to the organization": Does this mean that individual citizens will be making purchases through this contract?

A51. No.

Q52. Reference 5.9.2 Reporting Requirements: The description of summary reports seems to be contradictory to the detail of the requested information. If the requirement is such that it requires all of this detail, including part number and serial number, then the report could easily be hundreds lines of detail for each customer order placed. Can the requirements be reduced to a reasonably manageable amount of information, since this could be up to \$500 million of sales?

A52. Offeror should propose its best solution.

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- Q53. Reference 5.9.2 Reporting Requirements: Since the Lead Public Agency is requesting to be supplied with what amounts to detailed configuration information of any customers purchases, has the Lead Public Agency obtained the agreement of Participating Public Agencies to hold this confidential information? In today's world of cyber security threats, many end user entities consider this confidential information and may be concerned about its distribution.
- A53. The information requested in 5.9.2 is information that would be made publicly available through any Freedom of Information Act request.**
- Q54. Reference 5.11.5 and 5.11.6 Representations and Warranties: Given that some technical information would be proprietary, how does the Lead Public Agency plan to handle data, provided by the Supplier or the Manufacturer, that is confidential information and not available to the general public?
- A54. Please see Special Provisions Paragraph 10.**
- Q55. Reference 7 Cost Proposal Instructions, Tab 1 Proposed Product Pricing: If the Offeror is a reseller, then does the Offeror need to supply a complete manufacturer's price list or will the summary of the discounts percentages be acceptable?
- A55. All Offerors are required to provide the manufacturer's price list as well as the discount percentages.**
- Q56. Please provide a copy of the Fairfax County Master Purchase Agreement for review?
- A56. Any resulting contract will be comprised of the Request for Proposal and all Addenda, Contractor's Technical and Cost Proposals, and any negotiated items thereafter.**
- Q57. Will vendors be able to legally review the Administrative Agreement and suggest reasonable edits to the agreement?
- A57. The Administration Agreement must be signed, unaltered.**
- Q58. Will a Vendor be eliminated for not submitting Financial Records considering private companies are not bound to making financial records public?
- A58. A private company may mark its financial records as proprietary if it has concerns about the release of private information.**
- Q59. Will Fairfax County or US Communities be willing to sign a Non-Disclosure Agreement prior to the submission of Financials?
- A59. Reference Special Provisions Paragraph 10.**
- Q60. Of the 168 Million in purchases from 2014, please provide a breakdown of the percentage of sales in the following categories:
- Communications / Unified Communications and Collaboration / Mobility / VoIP
 - Core and Edge Data Network Switching
 - Wireless Data Technology
- A60. The \$168 million in purchases for 2014 is Advisory Board usage across all U.S. Communities contracts. Participating Public Agency spend for the Technology contract in 2014 was approximately \$130 Million. The contract is estimated to reach \$200 Million in 2015. The requested breakdown is not available.**

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- Q61. Two pricing scenarios are presented, which don't fit our industry (Communications / Unified Communications and Collaboration / Mobility / VoIP). How should we present our pricing examples or can we submit a complete list of our Product Portfolio with List Pricing and Discounts included?
- A61. Offeror should note in its Cost Proposal that Tab 4 is not applicable.**
- Q62. As new technologies, applications and 3rd party products are introduced by our company, is there a process in place to add these offerings to our approved portfolio / pricing lists? If so, what is that process and how often can this be reviewed?
- A62. New products may be added if they are within the scope of the solicitation via a negotiated amendment to the contract.**
- Q63. Is there any type of fee structure that includes additional fees that vendors will incur, i.e. management fees to the Purchasing Alliance?
- A63. See Appendix F Paragraph 5.1.**
- Q64. Please describe the process and how often a Manufacturer can add Partners or Resellers of our Solution to the Contract?
- A64. Any added Partners or Resellers must agree to the Terms and Conditions of the RFP and awarded Contractor must submit requested additions for approval to County in writing.**
- Q65. Since Maintenance, Managed Services, and Support are priced based on a specific solution configuration and deployment and can vary tremendously based on the Customer requirements, how do you suggest we propose Maintenance, Managed Services, and Support pricing?
- A65. Offeror should provide the requested pricing in the most cost effective way it can.**
- Q66. When can vendor expect an addendum with all Questions submitted along with Answers?
- A66. The County will attempt to have all questions submitted prior to pre-proposal conference answered within one week after the pre-proposal conference.**
- Q67. When can vendors expect to be notified that we have received an award to be on this Contract?
- A67. Per Special Provisions Paragraph 15, County requests that proposals remain valid for 180 days.**
- Q68. Products and Services Pages 1-8 and Certifications Page 12: *Must we have all the certs on page 12 no matter what we offer? If we offer equivalent do we need to show equivalent certs?*
- A68. For any manufacturer listed in Special Provisions Paragraph 5.2 that Offeror is proposing, the respective certification(s) is required. Additionally, see answer to question Q19.**
- Q69. Estimated Volume Page 9: *What is the estimated volume by state and agency type e.g. County Agencies, City Agencies, Higher Education, and K12?*
- A69. Approximate volume in 2014 is as follows: Counties \$58 Million, Cities \$30 Million, K-12 \$21 Million, Higher Education \$7 Million, State Agencies \$5 Million, Non-profits \$2 Million and Other \$7 Million.**

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Q70. Estimated Volume Page 9: *Noted that the estimated board utilization is \$168 mil. What portion of that estimate is Fairfax County?*

A70. The County's estimated spend through the U.S. Communities program in 2014 was \$28 million.

Q71. Marketing Support Page 9: *Would you share specific examples of marketing activity done on behalf of the 2 current contract holders?*

A71. U.S. Communities' role is to:

- a. Educate Participating Public Agencies about the program;
- b. Remove barriers for Participating Public Agencies to use the program;
- c. Open doors for the Supplier; and
- d. Train and educate Supplier

This is accomplished in a variety of formats using print collateral, emails to the 55,000 plus registered Participating Public Agencies, webinars, trade shows, etc. There are eleven (11) Program Managers whose job function is to promote the program on a daily basis as well as marketing and administrative staff to support the program. There are four (4) National founding Co-Sponsors and approximately ninety (90) State Sponsors who also market the program nationally and regionally. The National Governors Association (NGA) has also recently joined as a sponsor of the program. A few specific examples of marketing for the Technology contract include webinars, speaking engagements, participation in sourcing summits, article support, and solutions email campaigns.

Q72. Reporting Requirements Page 14: *Is monthly reporting only submitted to Fairfax County?*

A72. Per Special Provisions Paragraphs 5.9 and 5.9.1 the referenced reports are due to Fairfax County and the Participating Public Agency.

Q73. Cost Proposal Instructions Pages 17-18: *Does proposing a fixed discount off list meet the requirements of 7.1?*

A73. See Special Provisions Paragraph 7.3 Tab 1.

Q74. Pricing commitment Page 49: *Will US Communities – Fairfax County consider fair and reasonable pricing vs. most favored contract?*

A74. Offeror must agree to the Supplier Commitments outlined in Appendix D.

Q75. Pricing commitment Page 49: *Will US Communities provide the historical spend by school/agency and by products so we can review the historical information to negotiate with the manufacturers*

a. *Can this be broken down by type of contract?*

b. *We'd like to understand the out of the 500 M was awarded to Insight and Unicom.gov?*

A75. See answer to question Q69. \$500 Million is the estimated anticipated volume of the contract.

Q76. Pricing commitment Page 49: *Will we be able to get a list of pre-proposal conference attendees*

A76. Yes.

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- Q77. Pricing commitment Page 49: Will the questions addressed during the pre-proposal conference be captured and sent out to all bidders?
A77. Questions addressed at the Pre-Proposal Conference will be memorialized in an Addendum.
- Q78. Does USC have a pricing template that we must use for our submission?
A78. No.
- Q79. RFP page 14, paragraph 5.9.1, bullet 2, why would the County/PPA need to have a monthly report on "*Price sheets showing price decreases on discontinued Products*"? What is the intent of this requirement? As products are discontinued, there are no further price changes.
A79. County desires price sheets showing price decreases on discontinued products to be able to take advantage of any potential discounted pricing for any product still available which is in discontinued status.
- Q80. RFP page 14, paragraph 5.9.1, bullet 3, please clarify the requirement for "*Decreases on manufacturer's prices on Products still to be manufactured.*"
A80. For products that have been ordered but have yet to be manufactured, County wants to know when a manufacturer has had a price decrease on those products to be able to take advantage of the lower available pricing.
- Q81. RFP page 23, paragraph 17.3: Since standard insurance policies may be modified or terminated at less than 45 days, will the County consider revising the policy to "Contractor will use commercially reasonable measures to ensure that no change shall be made in any insurance coverage without a forty-five day written notice to the County Purchasing Agent and/or Risk Manager"?
A81. See answer to question Q36. Offerors can offer exceptions to this language as part of their offer, however all exceptions must be clearly identified to be reviewed by the County's risk management department should the Offeror be selected for award.
- Q82. Please confirm that the evaluation of the responses to Scenarios 1 & 2 are included in the scoring under:
d. Reasonableness of cost proposal(s) – 25 points
A82. Confirmed.
- Q83. Will you consider revising the language in the first sentence in Scenario 1 to:
Scenario #1
A metropolitan County has decided to procure and implement a Body Camera system (Wireless/Collaboration (voice)) in its County.
A83. No.
- Q84. Are bidders required to provide a Technical Solution to both Scenarios?
A84. If a Scenario is not applicable, Offeror should note this in its Cost Proposal Tab 4.
- Q85. Will there be any set-aside awards made under various socio-economic business classifications?
A85. No.

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Q86. The RFP references two proposal validity periods. Please clarify if proposals are to be valid for 90 or 180 days.

Page 22; Section 15: **Period that Proposals Remain Valid:** Proposals will valid for a period of one-hundred and eithy (180) calendar days after the date specified for receipt of proposals.

Page 31, Item Number 9: **Acceptance of Bids/Binding 90 Days:** Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.

A86. Please see Special Provisions Paragraph 27.

Q87. Reference page 18, Tab 5 OFFEROR QUALIFICATIONS AND EXPERIENCE, ITEM #3: Please clarify what is meant by “any applicable End User License Agreements (EULA) and Service Level Agreements (SLA)” as there is a long list of certifications and products requested in the solicitation and it is not clear which items will be required.

A87. See answer to question Q29. The intent is to include related EULA’s and SLA’s as a part of the contract to facilitate purchasing of products and services without having to negotiate these terms and conditions each time.

Q88. Will suppliers that are selected for award on this contract be required to present their offered goods/services via this marketplace or can they also supply quotes/pricing directly to contacts that may work with on projects, RFP’s, etc.? In other words, do ALL transactions have to go through the marketplace for this contract vehicle or is that simply another option for buyers to view a consistent catalog? We ask because in cases where a very specific bill of materials must be built, is the expectation that such BOM’s be uploaded into the marketplace for all to view or can they be provided directly to the participating public agency?

A88. The Marketplace is an option for Participating Public Agencies to access standard Products available from Suppliers. Offeror may choose to sell through its normal methods to Public Agencies such as quoting/pricing directly, etc.

Q89. Reference page 15, Section 5.8 FINANCING OPTIONS: Can you please be more specific in terms of what you’re looking for respondents to supply here? As an example, would be hard to provide financial rates given markets fluctuate. Are you looking more for examples of the types of financial creativity and structures we can provide?

A89. Yes, please provide any types of cost effective financial structures you offer.

Q90. Can additional subcontractors be added to this contract post award?

A90. Yes, Contractor must submit request to add subcontractors for approval to County in writing. Additionally, see answer to question Q81.

Q91. Although we are able to fulfill requests at competitive pricing nationally, our organization is a top tier reseller in the Western United States and primarily the Pacific Northwest, with a strong engineering influence. It appears this solicitation is geared toward companies with a national/fulfillment presence only; is U.S. Communities open to choosing a regional supplier that can service end users at a high level, or are they limiting their interest to national suppliers?

A91. Offeror will be evaluated based on its ability to service Public Agencies nationwide.

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- Q92. In 6.1, Tab 10, we are instructed to submit a “signed unaltered” copy of Appendix F; there are multiple sections in the body of Appendix F which require information to be filled in (“supplier” name on page 63, date of the start of the agreement term on page 64, supplier’s address information on page 71, etc.). Are bidders required to fill in all of those sections OR are we just instructed to fill in and sign the final page on the Appendix F (page 73)?
- A92. Completing the final page of Appendix F is acceptable.**
- Q93. Please list the government entities that utilize this U.S. Communities Contract as their PRIMARY contract.
- A93. There are thousands of Public Agencies that utilize the contract and unfortunately, we have no way of knowing who uses the contract as a primary vehicle.**
- Q94. Page 1, Section 2.2: There are many public entities that DO NOT utilize this U.S. Communities contract as their primary procurement vehicle. Clauses like 2.2 are not the industry standard in Public Sector IT procurement. Unless this clause is removed, this manufacturer would be unable to respond to the RFP. Would U.S. Communities and Fairfax County consider eliminating clause 2.2?
- A94. No.**
- Q95. Page 8, Section 3.1.18 and page 32, Section 17: Sec. 3.1.18 invites OEMs to propose products and services from related companies but Section 17 prohibits a bidder from submitting more than one bid directly or indirectly, can an OEM submit a bid when its partners or related companies are submitting bids too?
- A95. To clarify, Introduction and Background Paragraph 3.1.18 applies only to Offerors responding to Paragraphs 3.1.1 and 3.1.2. An OEM may submit a bid when its partners or resellers are submitting bids too.**
- Q96. Page 17, Section 6.1, Tab 3-Offeree Profile: Please provide a definition of Subcontractor. Are Resellers considered subcontractors?
- A96. If the Offeror presenting a proposal to the County is a reseller then, no, Offeror is not a subcontractor. Any vendors working underneath that Offeror are considered subcontractors.**
- Q97. Page 49, (a) Corporate Commitment: Terms (i), (ii), (iii), (iv), and (viii) are onerous terms and could preclude this manufacturer from bidding on this contract. Many state agencies will not use the U.S. Communities contracts for their purchasing, therefore it is impossible for this large manufacturer to make these types of commitments across its entire product line. Will U.S. Communities remove the paragraphs listed above to encourage manufacturers to bid? If U.S. Communities will not remove the terms mentioned above, will they limit these terms to the products or services the manufacturer proposes through this contract vehicle?
- A97. No. Any Offeror responding to this RFP, whether a manufacturer or a reseller must agree to Appendix D, Supplier Qualifications and Supplier Information, Commitments. The terms and conditions of Appendix D apply to those products and services in Offeror’s proposal.**

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Q98. Page 50, (b) Pricing Commitment, Part (i): Manufacturers that have their products and services on GSA schedules and other established Public Sector/Federal contracts cannot offer U.S. Communities lower pricing. These terms are onerous and could preclude this Manufacturer from bidding on this contract. Would U.S. Communities agree to remove paragraph (i) and allow price competition at the order level to drive additional discounts/savings?

A98. No.

Q99. 2.4 Objectives (page 1) – Section 2.4 provides that one of the objectives is to “combine the volumes of Participating Public Agencies to achieve cost effective pricing.” Standard industry practice in this vendor’s industry to provide best pricing for those customers that: (1) provide guaranteed sales; (2) large volume of sales; and/or (3) multi-year contracts. It appears from this RFP that neither Fairfax County nor U.S. Communities can guarantee any volume of sales. As such, what incentive do vendors have to provide their best possible pricing?

A99. See Introduction and Background, Estimated Volume.

Q100. 3.1 General Definition of Products and/or Services (page 1) – Section 3.1 provides the statement that Offerors are to propose the broadest selection of TECHNOLOGY PRODUCTS, SERVICES, SOLUTIONS, AND RELATED PRODUCTS AND SERVICES THEY OFFER. Sections 3.1.1 and 3.1.2 then provide a list of such products and services.

- a) Are Sections 3.1.1 and 3.1.2 intended to be a partial list of products and services that vendors may offer?
- b) If a vendor’s products and services do not fall within those specified under 3.1.1 and 3.1.2, would it be acceptable for such a vendor to offer their products and services under the catch-all of “Other Services and Solutions” listed on the bottom of page 2?
- c) If a vendor develops other products and services after contract award, what is the process for amending the master contract to include additional products and services? Please clarify

A100. a) Introduction and Background Paragraphs 3.1.1 and 3.1.2 are intended for Offeror to provide a broad spectrum of Technology products and services to County and Participating Public Agencies.

b) No. See answer to question Q1.

c) Any awarded Contractor must submit a request to add new products and services for approval to County in writing.

Q101. 4. Participating Public Agencies/Contracting Agent/MICPA (page 9) – The RFP provides that Fairfax County serves as the Lead Public Agency/Contracting Agent. Also, each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA). Further, it provides that, under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed

- a) Can you please clarify the Master Agreement as a contracting vehicle? Is it a correct understanding that the vendor negotiates the Master Agreement with the Lead Public Agency (Fairfax County), and in the event that a Participating Public Agency wishes to ride the Master Agreement, in order to purchase products and services from the vendor, then they must enter into a MICPA? Please confirm.
- b) If this is a correct understanding, can you please clarify why a Participating Public Agency would be issuing a separate procurement? It seems that if the Master Agreement is negotiated as a procurement vehicle, then no separate procurement would be necessary? What is the value to the vendor of negotiating a Master Agreement, if the vendor then has

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to then enter into separate procurements with Participating Public Agencies? Please clarify.

- c) Are all state, counties, local government entities and/or public agencies permitted to ride the Master Agreement through the MICPA? Please clarify.

A101. a) Participating Public Agencies consent to MICPA when registering with U.S. Communities on its website and only need to register once to utilize all U.S. Communities contracts. Currently over 55,000 Public Agencies are able to purchase off of the Technology contract.

b) State statutes allow Participating Public Agencies to utilize the competitively solicited Master Agreement held by the Lead Public Agency (Fairfax County) without having to individually go through the full competitive bid process. Each Participating Public Agency makes its own purchases with the awarded Supplier under the same terms and conditions as awarded by the Lead Public Agency.

c) Yes, with few exceptions.

Q102. 4. Availability of Master Agreement (page 10) – The RFP provides that “U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.”

a) If a vendor enters into a Master Agreement with the Lead Public Agency, it is unclear why U.S. Communities would have the right to not make the Agreement available to Participating Public Agencies? Can you please clarify the intent of this provision?

b) Under what circumstances would U.S. Communities not make the Master Agreement available to Participating Public Agencies?

A102. a) U.S. Communities manages and administers the U.S. Communities Program nationwide.

b) An example of a circumstance where U.S. Communities would not make the Master Agreement available to Participating Public Agencies is if an Offeror failed to comply with the terms and conditions of Appendix F.

Q103. **3.1 Special Provisions, Contract Period and Renewal (page 11)** – The RFP provides that the contract will be begin on date of award and terminate on the 3rd anniversary of the award.

a) Is it a correct understanding that the contract is for a base period of 3 years, with four one-year options to extend?

b) What is the process for the exercise of the option years?

A103. a) Yes

b) Options are exercised through an Amendment to the Master Agreement.

Q104. 3.1 Special Provisions, Contract Period and Renewal (page 11) – Regarding contract terms of individual contracts with purchasing entities:

a) Will all Participating Agencies continue to operate/procure according to their unique fiscal years or the Contract “fiscal year”? Please clarify?

b) Will price increases take effect on the anniversary of the Master Agreement, or on the anniversary date of that individual Purchasing Agencies submit an order?

A104. a) Participating Public Agencies will operate on their “fiscal years”.

b) Price adjustments must be submitted and approved by County for the Master Agreement per Special Provisions Paragraph 9.

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Q105. 5.1.2 Program Requirements (page 12) – The RFP states in Section 5.1 that a Qualified Offeror be an authorized reseller or direct manufacturer of the Products and Services. Does this definition preclude from consideration vendors who are not authorized resellers or direct vendors of the specific Products and Services listed under the Introduction and Background, starting on page 3?

A105. Yes.

Q106. **5.5 Offeror Capabilities (page 13)** – Section 5.5 provides a list of several capabilities that the Offeror will perform (see sections 5.5.1-5.5.7). If one or more of these provisions simply do not apply to the products and services that a vendor is offering, is it a correct understanding that these provisions simply are “not applicable”? Please clarify.

A106. Offeror must note any requirements that are not applicable in its response.

Q107. 5.9.3 Environmental Reporting (page 14) – The RFP indicates that vendors may, upon request, be required to provide periodic environmental impact reports.

a) Can you please provide a sample report?

b) In the event that the products offered are electronic in nature, such that there is no environmental impact, can the requirement for Environmental Reporting be waived?

A107. a) This information is not available.

b) No.

Q108. 5.11.6 Index (page 15) – Section 5.11.6 provides for the creation of an index of information. Can you please provide clarification as to the intent of this requirement, and to what product(s) and/or service(s) that this may apply to?

A108. This is to ensure compatibility of data across platforms so there is homogeneity of data.

Q109. 5.12 Background Checks (page 15) – Section 5.12 provides for background checks for personnel “who work in a County owned/leased/rented facility.” Is it a correct understanding that this only applies to personnel that would maintain an office in a County facility, but not to an employee that may be just visiting (e.g., for training or customer support)? Please clarify.

A109. If a staff member is onsite, they must have successfully completed a background check.

Q110. 7. Cost Proposal Instructions (page 17) – Section 7.1 provides that the Offeror’s cost proposal must include “cost and pricing data.” If an Offeror is offering a commercial item product for which “cost and pricing data” is simply not applicable, may this requirement be omitted or waived? Please clarify.

A110. Offeror must provide adequate information to establish the reasonableness of the proposed fees.

Q111. 7.3 Tab 1 Proposed Product Offering (page 18) – Section 7.3 requires offerors to provide a detailed cost breakdown of their proposed pricing structure to include direct, indirect, general & administrative, overhead and profit cost details. If an Offeror is offering a commercial item product for which this information is simply not applicable and/or available, may this requirement be omitted or waived? Please clarify.

A111. If offering a product, see Special Provisions, Paragraph 7.3 Tab 1.

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- Q112. 7.3 Tab 1 Proposed Product Offering (page 18) – Section 7.3 provides that price reductions, special offerings, sales or promotions shall be passed on to the County and Participating Agencies as soon as they are announced. Is it a correct understanding that the price reductions, special offerings, sales or promotions are limited to those offered as part of the Master Agreement? What about price reductions, special offerings, sales or promotions that may be offered to the vendor's customers outside of the Master Agreement? Please clarify the intent of this paragraph.
- A112. See Appendix D, Supplier Qualifications and Supplier Information, Commitments. If Offeror is offering price reductions, special offerings, sales or promotions to Public Agencies outside of the Master Agreement, it must also offer those price reductions, special offerings, sales or promotions through the Master Agreement. See answer to question Q12 for a definition of Public Agencies. Price reductions, special offerings, sales or promotions to the federal government or the private sector would not apply.**
- Q113. 9.1 Pricing (page 19) – Section 9.1 provides that the pricing structure, discounts and fees will remain firm in the first 365 days, and that any changes “may be based on CPI”. If a vendor's products are not a commodity to which CPI would apply, may a vendor propose price increases based on standard industry practice? Please clarify.
- A113. Special Provisions Paragraph 9.1 indicates “or other relevant indices” to offer flexibility.**
- Q114. **9.2 Pricing (page 19)** – Section 9.2 provides that the request for a price change must be documented with multiple factors. If a vendor's products are not a commodity to which CPI would apply, may a vendor simply provide pricing for all years of the proposed contract term (base 3 years plus four one-year option years), as this is our standard industry practice, and leads to procurement efficiency as it alleviates the contract administration need of engaging in negotiations on an annual basis.
- A114. Yes.**
- Q115. 19.1 Statistical Reports (page 24) - Under section 19.1, what data is to be provided in these statistical monthly and annual tabulated reports? Is this requirement duplicative of any of the reports under 5.9.1, 5.9.2, 5.9.3, or the management reports identified in the Supplier Qualifications and Supplier Information section of (7) Administration?
- A115. Special Provisions Paragraph 19.1 relates to federal and state mandated reporting requirements. Paragraph 5.9 relates to specific requirements for the County and Participating Public Agencies for this RFP. Supplier Qualifications and Supplier Information, Administration, Item 7, is for any additional reporting your company can offer.**
- Q116. **19.3 Invoices (page 24)** - Under section 19.3, since our invoices are systematically generated and mailed by the 8th of each month, would it be acceptable to add additional mail time of 7 days, for a received date of the 15th of each month?
- A116. Offeror should propose the most effective way it can meet the requirements of the RFP.**

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Q117. 24 Project Audits (page 25) - Under section 24.1, can you provide additional detail on the types of costs and data that would be required for a successful audit?

A117. Audits can vary greatly depending on the type of audit so this information is not available.

Q118. 29 Use of Contract by Other Public Bodies (page 26) – Section 29.4 indicates that each public body has the option of executing a separate contract with the Contractor. It appears to defeat the purpose of negotiating a Master Agreement with the Lead Public Agency if the vendor then has to turn around and negotiate a separate agreement with the Participating Public Agency. Isn't that the purpose of the MICPA? Please clarify how this results in procurement efficiency.

A118. This paragraph is for the benefit of local DC metro area jurisdictions. Just as language in the Master Intergovernmental Cooperative Purchasing Agreement states that the "Master Agreements" are "subject to any applicable local purchasing ordinances and the laws of the State of purchase".

Q119. 32. HIPAA Compliance (page 27) – If a vendor is not offering a product or service that impacts HIPAA, does this provision get struck as simply not applicable? Please clarify.

A119. If Offeror is not offering a product or service that impacts HIPAA, Offeror should note as not applicable.

Q120. General Terms and Conditions, 32 – Termination for Convenience (page 32) – In the General Conditions and Instructions to Bidders, page 32, Paragraph 32, there is a Termination for Convenience. The RFP states that the "Contract may be terminated in whole or in part by the County whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County.

a) If the Contract is terminated for convenience by the Lead Agency, what is the effect of the cancellation on the Participating Agencies? Does cancellation by the Lead make the contract null and void for all Participating Agencies?

b) Given the potential size of this solicitation and the potentially large number of Participating Agencies, termination for convenience would seem to not be in the best interests of all Participating Agencies. As such, we would request that this provision be removed or modified to allow existing agreements to survive until their specific term is completed.

A120. a) Yes.

b) We will not be removing this paragraph.

Q121. General Terms and Conditions, Section 78 Venue (page 39) - On page 39, Venue is in accordance with the laws of Virginia but under the Administration Agreement, on page 72 of Appendix F, the agreement is governed and interpreted in accordance with the laws of the State of California. Please clarify.

A121. General Terms and Conditions, Section 78 Venue applies to the Master Agreement. Appendix F applies to the Administration Agreement.

Q122. Supplier Qualifications and Supplier Information, Corporate Commitment (page 48) – Section (a)(i) states that the pricing will be the Supplier's primary contractual offering of Products and Services to Public Agencies. Vendors may have other contracts and other master agreements with other entities. Is it the intent of this provision that this is the primary price offerings for any Public Agencies that wish to purchase under this Master Agreement (e.g., through a MICPA)? Or is it the expectation that the vendor will offer this same pricing to any customers, whether they purchase under the Master Agreement or outside of the Master Agreement? Please clarify.

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- A122. The pricing under the Master Agreement must be the lowest overall pricing (net to purchaser) by Supplier for Public Agencies over any other available pricing. See Supplier Qualifications and Supplier Information, Pricing Commitment.**
- Q123. Supplier Qualifications and Supplier Information, Corporate Commitment (page 48) – Section (a)(ii) states that the Supplier’s sales force shall always present the Master Agreement when marketing Products or Services to Public Agencies. Vendors may have other contracts and other master agreements with other entities. Is it the intent of this provision that the sales force offer the Master Agreement pricing only to those Public Agencies that wish to purchase under the Master Agreement? Or is it the intent of this provision that the sales force quote this pricing to all of their Public Agency customer, regardless of whether they are purchasing off the Master Agreement, or outside the Master Agreement (e.g., another contract vehicle and/or a separate procurement). Please clarify.
- A123. Supplier must present the Master Agreement as its primary offering to all Public Agencies. It is the Public Agency’s decision to determine if it wants to utilize the Master Agreement.**
- Q124. Supplier Qualifications and Supplier Information, Corporate Commitment (page 48) – Section (a)(iii) and (a)(viii) states that Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing offered through the Master Agreement. Vendors may have multiple other contracts and other master agreements with other entities. Is it the intent of this provision that the Supplier transition all other customers to the pricing on this Master Agreement?
- A124. No, the intent is to advise all Public Agencies that are existing customers of the Master Agreement. It is the Public Agency’s decision to determine if it wants to utilize the Master Agreement.**
- Q125. Supplier Qualifications and Supplier Information, Pricing Commitment (page 49) – This provision may be applicable to vendors that provide commodities. However, if a vendor is offering a product or service that is not a commodity, and the pricing fluctuates due to numerous factors including the number of users, content offering, usage history, etc., these pricing commitments are difficult, if not impossible, for non-commodity vendors to meet. As such, would the Lead Public Agency consider deleting or modifying these provisions under such circumstances? If not, how does a vendor of a non-commodity product price their product, taking into account their standard pricing factors, and still adhere to these pricing commitments?
- A125. It is up to the Offeror to propose tiered fees, rebate structures or other pricing based on size, volume or other measure.**
- Q126. Supplier Qualifications and Supplier Information, Pricing Commitment (page 49) – This provision may be applicable to vendors that provide commodities. However, if a vendor is offering a product or service that is not a commodity, and the pricing fluctuates due to numerous factors, how is the vendor of a non-commodity product expected to adhere to these pricing commitments. We provide a unique product that is customized to the needs of our government customers. It is our experience that each customer has unique needs, so we customize our offering to each customer’s needs (we do not offer a “one size fits all” product). Under these circumstances, what is the expectation with respect to the pricing commitment? Is it sufficient that the vendor provide equivalent pricing for similarly situated customers, based on content, users, usage history, etc.? Please clarify.
- A126. Yes.**

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Q127. Supplier Qualifications and Supplier Information, Pricing Commitment (page 49) – Section (b)(i) provides that Supplier represents that the pricing offered under the Master Agreement is the lowest overall pricing on Products and Services it offers to Public Agencies. Is it the intent of this provision that the Supplier guarantee that it is offering its best Master Agreement pricing to those Public Agencies that want to purchase under the Master Agreement? Or is the intent of this provision that the supplier represents that this is the lowest pricing to any Public Agency, whether they are purchasing under the Master Agreement, or outside of the Master Agreement? Please clarify.

A127. Pricing must be the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies.

Q128. Supplier Qualifications and Supplier Information, Pricing Commitment (page 49) – Under Pricing Commitment (b)(i), the RFP asks the Supplier to represent that the pricing offered is the lowest overall pricing (net to purchaser) on Products and Services that is offers to “Public Agencies”. Please provide comprehensive definition of Public Agencies to accurately assess the scope and application of this provision throughout subsection (b) Pricing Commitment, specifically with regards to (b) (i), (ii), and (iv). In addition, please confirm if “Public Agencies” is meant to reflect the defined term “Participating Public Agencies”?

A128. See answer to question Q12. Additionally, see Appendix F Recitals, second paragraph.

Q129. Supplier Qualifications and Supplier Information, Pricing Commitment (page 49) –Under Pricing Commitment (b)(i), the RFP states that the pricing will be evaluated on either an overall project basis or the PA’s actual usage. When referring to evaluated, is this meant to describe the evaluation of the Supplier’s overall proposal or of their pricing offered during the course of the contract after an award? Could you please expound upon the intent behind “overall project basis” and “actual usage” as factors used to evaluate pricing?

A129. Supplier must demonstrate on an ongoing basis to Public Agencies that its pricing is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier can demonstrate this on an overall project basis or by utilizing Public Agency’s actual usage.

Q130. **Supplier Qualifications and Supplier Information, Pricing Commitment (page 49)** –Under (b)(ii)(A), if the state contract is available only to a certain group of state agencies, would pricing under the Master Agreement only need to be made available to the matching subgroup of state agencies?

A130. Yes.

Q131. Supplier Qualifications and Supplier Information, Contracts Offering Lower Prices (page 49) – Vendors may have multiple other contracts and other master agreements with other entities (whether statewide agreements, regional cooperative agreements, or individual contracts). If any of these contracts have lower pricing than the Master Agreement, is it the intent of this provision that the vendor than provide the same lower pricing under the Master Agreement? Please clarify.

A131. Yes, See Supplier Qualifications and Supplier Information (b)(ii)(A)(B) and (C).

Q132. Supplier Qualifications and Supplier Information, Deviating Buying Patterns (page 49) – Can you please define what you would consider a “Deviating Buying Pattern” and under what circumstances this exception to the Pricing Commitment would apply?

A132. This language is more appropriate for product based contracts. An example would be 100 truck-loads of copy paper compared to the purchase of 10 cases for office supplies.

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- Q133. Supplier Qualifications and Supplier Information, Deviating Buying Patterns (page 49) –
- a) Can (b)(iii) on page 49, be interpreted to apply to GSA and FEDLINK federal supply schedule agreements, and thereby exclude them from the pricing commitment?
 - b) Can (b)(iii) be interpreted to apply to other state master agreements or regional cooperative agreements, and thereby exclude them from the pricing commitment? Please clarify.
- A133. a) If a Public Agency, as defined in the RFP, can access the GSA and FEDLINK federal supply schedule agreements, then the Supplier Qualifications and Supplier Information, Commitments apply.**
b) No.
- Q134. Supplier Qualifications and Supplier Information, Section (d) (v) Sales Commitment (page 51) - Under this provision, how is the Supplier to perform this registration confirmation task? Does the County have a registration tool that can be accessed to identify if the Agency has registered? Can the County provide a registration document to the Supplier as each Public Agency registers? Will the Agencies supply this information on their PO's?
- A134. Supplier will have access to this information through the U.S. Communities intranet website.**
- Q135. U.S. Communities Administration Agreement Instructions (page 52) – The RFP provides that the executed U.S. Communities Administration Agreement is required to be submitted with the supplier's proposal without exception or alteration. It is this vendor's standard industry practice that such agreements are negotiated mutually by both parties. Will U.S. Communities be willing to negotiate the terms of the Administration Agreement? Please clarify.
- A135. No.**
- Q136. Supplier Qualifications and Supplier Information, Section 7 (page 60) – Please clarify what is meant by commodity histories, procurement card histories, and green spend. Is there a sample report or template that you can provide?
- A136. Supplier Qualifications and Supplier Information, Administration, Question 7, please describe any abilities your company has in providing historical spend of products and services, any historical spend through a procurement card, any spend considered to be environmental/sustainable, and any other reports you can offer to a Participating Public Agency.**
- Q137. Administration Agreement, Section 5.1 Fees and Reporting (page 69) - Is Supplier authorized to include the 2% administrative fee in the proposed pricing to the County and Participating Agencies?
- A137. Yes, pricing is net to purchaser.**
- Q138. Administration Agreement, Section 5.4 Online Reporting (page 70) – What is the purpose of this reporting if the Supplier has already provided quarterly sales reports under Fees and Reporting section 5.2? On its face, it appears to be duplication of effort and resources.
- A138. These are additional reports and not a duplication of reports.**

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- Q139. Administration Agreement, Section 6.4 Notices (page 71) - is it acceptable to submit reports electronically, to support our green initiatives? Reporting requirements under sections 5.9, 19, and (7) Administration of Supplier Qualifications could potentially result in hundreds of reports monthly.
- A139. How a report is delivered will be determined by the County or Participating Public Agency, depending on the type of report and needs of the particular entity.**
- Q140. Appendix F - Sales Report Format (page 75) - The Supplier ID is a required field in the Sales Report and a Supplier ID Table is supposed to be included in the Sample Sales Report Format document. This Table is missing from the document. Can you provide this Supplier ID Table?
- A140. This information will be provided upon award.**