



OKLAHOMA
Office of Management
& Enterprise Services

Amendment of Solicitation

Date of Issuance: 07/09/2021 **Solicitation No.** 0900000504/OK-MA-145-21
Requisition No. N/A **Amendment No.** 1

Hour and date specified for receipt of offers is changed: No Yes, to: 08/06/2021 3:00 PM CST

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:

Sign and return a copy of this amendment with the solicitation response being submitted; or,

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 in the subject line of the email.

ISSUED FROM:

<u>Lisa Bradley</u>	<u>405-522-4480</u>	<u>Lisa.bradley@omes.ok.gov</u>
Contracting Officer	Phone Number	E-Mail Address

RETURN TO: OMESCPeBID@omes.ok.gov

Description of Amendment:

a. This is to incorporate the following:

The RFP closing date has changed from July 28, 2021 to August 6, 2021. Please ensure you allow enough time for the response to be received prior to 3:00 PM Central Time.

One additional State has expressed interest in this RFP. Section 1.6 of the main RFP Document should be amended to include the State of Maryland. Attachment U includes the unique terms and conditions Maryland requires.

NASPO ValuePoint Master Agreement Terms and Conditions was incorrectly labeled as Attachment A. It should be labeled Exhibit A.

To assist in cost evaluations, a pricing scenario has been created as Attachment D-1 and is attached to this amendment posting and is required.

This is in addition to completion of Attachment D Pricing Template. Attachment D is still required and should contain your quoted category list price discounts, volume discounts, and all of your proposed base equipment and options priced separately.

All amendment documents may be downloaded from the Oklahoma IT Solicitation page,
<https://oklahoma.gov/omes/services/purchasing/solicitations/0900000504.html>

Questions and Answers

1. Question: “Whether companies from Outside USA can apply for this? (like, from India or Canada)”

1. Answer: The Criminal Justice Information Services, CJIS certified data must remain inside the United States.

2. Question: Whether we need to come over there for meetings?

2. Answer: Yes, annual business review meetings are required.

3. Question: Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)

3. Answer: No.

4. Question: Can we submit the proposals via email?

4. Answer: Yes. Email is the only acceptable method of receiving proposals. Proposals shall be sent to OMESCPeBID@omes.ok.gov by the due date.

5. Question: In reviewing the RFP document for the above-referenced solicitation, I saw on page 12, section 2.1.11 Authorized Distributors, the following statements:

It is our intent to contract directly with equipment manufacturer (s). As the equipment manufacturer, describe if your products will be provided directly or from authorized distributors. A listing of authorized distributors must be included if applicable. No additional terms by a distributor will be accepted.

Does this mean distributors aren't allowed to respond to this solicitation? That only manufacturers may respond. Please advise.

5. Answer: It is our intent to contract directly with equipment manufacturers only. Due to the secure nature of the data being gathered, and regarding any warranty and liability issues, only direct contracts with equipment manufactures will be awarded from this RFP, however equipment manufacturers may submit proposals with a list of authorized distributors.

6. Question: In regard to Oklahoma Solicitation Number 0900000504 OK-MA-145-21, if a reseller is named as the duly authorized agent by the manufacturer will a contract submission from said reseller be considered for the NASPO contract award?

6. Answer: No, see above answer, #5. Only equipment manufacturers are eligible to respond to this RFP.

7. Question: I had a general question on the Master Agreement for Public Safety / Law Enforcement Video Products, Services, and Solutions. I just wanted to confirm that the awarded contract for Oklahoma as lead state is the master agreement and no specific funded contract to the successful offeror/s, but Oklahoma and participating states can order off of the awardee's master agreement

7. Answer: Oklahoma will award NASPO ValuePoint cooperative contracts called Master Agreements which eligible entities may utilize through the execution of Participating Addendums. The Master Agreements will be indefinitely quantity contracts and are not a direct order document. All states, the District of Columbia, and US Territories are eligible to use NASPO ValuePoint contracts, this includes state agencies, political subdivisions, higher-educational institutions, and some state non-profit organizations.

8. Question: Can you please send me the document that is highlighted below. Your site must be down – (See below email thread).

6. Compliance with Technology Policies

6.1 The Supplier agrees to adhere to the State of Oklahoma “Information Security Policy, Procedures, and Guidelines” available at

https://omes.ok.gov/s/g/files/gmc316/f/InfoSecPPG_0.pdf.

Supplier’s employees and subcontractors shall adhere to the applicable State IT Standard Methodologies and Templates including but not limited to Project Management, Business Analysis, System Analysis, Enterprise and IT Architecture, Quality, Application and Security Methodologies and Templates as set forth at <http://eclipse.omes.ok.gov>.

8. Answer: The link has been amended and can be accessed at the address shown below. The [OMES IS Standards](#) website

https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf

9. Question: Our first concern is we would like to be on the contract in a distributor role. We see you intend to contract with manufacturers. Are we able to do this?

9. Answer: Please reference Answers #5 and #6.

10. Question: Attachment K - State Regulations - Within the files of Hawaii and Illinois, there doesn't seem to be a State Admin Fee highlighted. Can this be provided please so we can use as part of our calculations?"

10. Answer: Please reference Exhibit A, 5.2.2 – State Imposed Fees

11. Question: Exhibit C - State of Oklahoma IT Terms -Clause 11 - Ownership Rights - can you please confirm that any software solutions proposed which is ""Supplier Intellectual Property"" needs to be granted on a perpetual, irrevocable, royalty-free basis and that recurring license software license fees are not allowed, resulting in a vendor being considered non-responsive?

11. Answer: Exhibit C is intended solely for companies which Oklahoma may execute a Participating Addendum subsequent to this RFP. However, other States may have similar provisions and all state specific provisions can be addressed with the state during Participating Addendum development

12. Question: Are we as the supplier able to limit the states in which we offer products/services on the NASPO contract?

12. Answer: No. We intend to award a National contract so all States may participate.

13. Question: Attachment F – Bidder Instructions Section 13.4 - Will the State accept demonstrations via a webinar; or is an in-person demonstration required?

13. Answer: In person demonstrations are preferred, however virtual demonstrations may be considered upon proper justification.

14. Question: Attachment STATE of OK Terms and Conditions Section 7.1 - Please clarify that that contract pricing is based on ceiling pricing and that the vendor is allowed to offer a greater discount. Verbiage in this section conflicts with the verbiage in Attachment A Section 6.1 which states “as not to exceed”.

14. Answer: Exhibit A, NASPO ValuePoint Master Agreement Terms and Conditions, Section 6.1, states that pricing within the Master Agreement shall be the not-to-exceed price (also called as the ceiling price) for the awarded contract; in addition, volume purchase discounts are allowed and purchasing entities will be encouraged to seek any available promotional discount pricing available at the time of purchase. The baseline or base price referenced in Attachment D – Pricing Template is intended to document the suppliers retail price and the respondent is to use this form to document how it got from its retail/base/baseline pricing to their response offered pricing for this RFP and the subsequent Master Agreements

15. Question: Attachment A, Section III, question 1: Is the response time requirement referring to awarded suppliers responding to end users or to NASPO?

15. Answer: As stated in Attachment A, Section III, subsection 1, the awarded supplier should respond to all communications no later than one business day.

16. Question: Main Solicitation Document: May the State confirm if references requested under section 2.1.5 and past performance references requested in 2.2.13 are the same requirement? If they are different requirements, what information is needed under each?

16. Answer: They are the same. Attachment C is the reference survey to be sent out to your business references and returned with your response.

17. Question: Attachment A (NASPO ValuePoint Master Terms and Conditions), Section 7.5. 1. Can the state advise whether this provision is intended to limit multi-year commitments (e.g. software or SaaS subscriptions, financing arrangement, or extended warranties) which might extend beyond the 120-day post-expiration limit on periods of performance?

17. Answer: This section mainly applies to new orders. All State Governments have rules and availability of fund appropriations to follow. States also have different provisions on delivery terms regarding software maintenance agreements.

18. Question: While there is no guaranteed sales volume, does the OMES have a budget/intention to award initial funded contracts for services/supplies to the successful offeror/s? If so, is there a budget? Or can the OMES confirm that the awarded contract for Oklahoma as lead

state is the master agreement and no specific funded contract will be awarded to the successful offeror/s, but rather, Oklahoma and participating states can establish/order off of the awardee's master agreement?

18. Answer: The Master Agreements will be indefinitely quantity contracts and do not have set budgets. Oklahoma and any other entity wishing to utilize a Master Agreement will execute a Participating Addendum. Budgets for Participating Addendums is unknown and governmental projected budgets can change during appropriations each year.

19. Question: Can the OMES please provide the names and products/services of the incumbent contractors/vendors from the prior contract for the following categories?

Category 1: Body Worn Video Cameras and Recording Devices

Category 2: Vehicle Mounted Video and Recording Devices

Category 3: Automated License Plate Readers and Recording Devices

Category 4: Interrogation / Interview Room Video and Recording Equipment

Category 5: Video Storage, Data Security, Software and Peripherals

19. Answer: The current contract only has awards in Categories 1, 2, and 5. The current contract award is posted, and you may view at:

<https://www.naspoaluepoint.org/portfolio/public-safety-video-systems-2017-2022/#participants>

20. Question: Can the OMES please provide the breakdowns of spend for each of the following categories from the prior contract?

Category 1: Body Worn Video Cameras and Recording Devices

Category 2: Vehicle Mounted Video and Recording Devices

Category 3: Automated License Plate Readers and Recording Devices

Category 4: Interrogation / Interview Room Video and Recording Equipment

Category 5: Video Storage, Data Security, Software and Peripherals

20. Answer: No, Categories 3 and 4 are not currently awarded, and detailed transaction data is not currently available.

21. Question: Can the State please provide the spend per category be further broken down and provided on a State-by-State basis?

21. Answer: Please reference Answer #20.

22. Question: Are distributors able to submit prime bids, or is this limited to equipment manufacturers? Can the OMES please describe the expected transaction process for the following scenarios:

- **Buyer purchases directly from manufacturer/authorized distributor.**
- **Buyer purchases via authorized distributor.**

22. Answer: Please reference Answers #5 and #6.

23. Question: Can you clarify where one would put Video Interoperability Products for multijurisdictional real-time situational awareness? It appears it could be add-on capability to Category 5, but not explicitly called for. Can the scope be expanded to include or can add-on capabilities be proposed to allow for the sharing of real-time video from multiple disparate systems, networks, and sources from

different public and private entities, such as schools, parks, stadiums, hospitals, Smart City cameras, transit, Dept's. Of Transportation, etc. to be consumed by 911 PSAP, first responders, real-time crime centers, Fusion Centers, commanders, and others as approved by the source agency?

23. Answer: Responses can include value added services. The general idea of your question is slightly away from our main scope of services. Responses must include equipment for one of the categories listed. Responses for category 5 must also include equipment from one of the other categories.

24. Question: Within the Bidder Instructions, there is reference to the provision of a VPAT via a URL. A VPAT is relevant to website and application accessibility with reference to Section 508 of the Rehabilitation Act. Can you confirm that a VPAT isn't relevant to all of the Category areas of this Solicitation, such as the In-Car Video, License Plate Reader devices, nor the Body Cam sections as the requirements in these areas relate to hardware products. If a vendor is not proposing any product which is web based, such as those highlighted in Category 5, then can we assume a VPAT isn't needed?"

24. Answer: The VPAT is needed for any data that would be hosted.

25. Question: RFP Document Attachment B – Technical Response – Section 2 – Vehicle Mounted Video and Recording Devices - Can you please identify the specifications that are shown as a requirement for only the police / law enforcement solutions?
If an offeror is unable to meet those unique specifications, will they be penalized as far as the evaluation is concerned?

If yes, then we would respectfully request administrative review of this evaluation policy.

25. Answer: The main focus on this Solicitation is for Public Safety and Law Enforcement agencies. We are also interested in other areas which may benefit from in-vehicle recordings. A notation on the response possible labeled as non-law enforcement may be a possible way to note the typical law enforcement application is not being submitted.

26. Question: May vendors propose multiple applicable product models under each Category?

26. Answer: Yes

27. Question: Attachment B, Item 2.8: May the State clarify what is meant by the requirement "Signal to noise Radio (minimum 46 dB)"?

27. Answer: Attachment B, 2.8 should read "Signal to noise Ratio"

28. Question: Attachment B, Item 5.8: May the State please clarify what types of contractor work must be done within the continental United States?

28. Answer: All data must remain in the United States under most security requirements.

29. Question: Attachment B: Are the technical requirements mandatory and intended to be restrictive in nature? May proposers explain their offering and how it compares to the technical requirement listed?

29. Answer: Attachment B provides space for proposers to enter comments. These technical requirements are an expected level of equipment we wish to award. The only areas marked as mandatory are listed in Section 2 of the RFP Documents and are addressed for administrative requirements.

30. Question: Attachment B, items 1.10, 2.49, and 4.31: May the State clarify if 29.97 is the intended frame rate rather than 39.97?

30. Answer: Please reference answer above for #29. Technical areas are a suggested minimum, and there is space to provide other options. It has been confirmed that the frame rate should be 29.97.

31. Question: Can the OMES please provide clarification if a digitally-linked VPAT is required for Category 3 – Automated License Plate Readers and Recording Devices submitted with the bid or rather, is a deliverable to be provided and maintained after the awarded contract?

31. Answer: It would be preferable to include with your response. Accessibility requirements will be necessary for all data collected.

32. Question: Can the OMES please provide clarification as to what specific Security Certification and Accreditation Assessment is required to be submitted with the bid for Category 3 – Automated License Plate Readers and Recording Devices?

32. Answer: At this time, it is anticipated the Security Certification and Accreditation Assessment will only apply to companies which Oklahoma chooses to execute a Participating Addendum and will be hosting or collecting data. Each State has intricate information technology requirements and language which is contained in award documents.

33. Question: Can you please clarify what the minimum performance requirement for a Mobile System is? In addition, we anticipate proposing an Artificial Intelligence (AI) based ALPR solution versus an Optical Character Recognition solution? AI uses software versus a specialized camera to capture license plates and unlike many cameras, is capable of capturing multiple lanes with a single camera. Can OMES consider modifying the number of cameras required and rather, revising these requirements to be performance based in order to get the most innovative, best value solutions versus limiting to a specific type of lower performing camera?

33. Answer: Please reference Attachment B, Section 3. This is a new category for this contract offering. There is space provided for you to provide details on the equipment you are offering.

34. Question: In regard to Category 2, would a school bus stop arm enforcement camera solution in conjunction with interior camera technology qualify? To further clarify, this solution requires both cameras and a backend violation and payment processing system on a monthly service.

34. Answer: To stay in scope of this RFP, a school bus stop arm could be included as a value-add service to in vehicle recording systems.

35. Question: Industry standard for body camera resolution is 720/ 1080P. What is the main reasoning for requesting 960P (an uncommon resolution format)?

35. Answer: Please modify body camera resolution to 720/1080P as a standard option.

36. Question: Frame rate of 39.97 appears to be an error. Please confirm that 29.97 is the intended FPS for body/ICV camera systems (current DoJ standard)

36. Answer: Correct. Frame rate should be 29.97.

37. Question: 1.15 requires additional clarification - Unable to interpret request with current information presented.

37. Answer: Solution should provide for a level, rotatable lens in camera abilities.

38. Question: 1.23 is referring to the number of frames between each keyframe?

38. Answer: Yes. There is space provided on Attachment B for you to provide alternate information regarding your equipment if needed.

39. Question: 1.31 requires additional clarification - Unable to interpret request with current information presented

39. Answer: Equipment should have some kind of indicator alerting user that equipment is not functioning properly or needs attention.

40. Question: It is unclear to us as to how the Pricing will be evaluated especially given the range of products which could be applied under each section. Are we simply to price the ""Base Equipment"" to match the Attachment D requirements for the items which are to be evaluated? For example, within Category 1, the base Body Worn Video requirements will likely only result in a single line item whereas there are numerous options /upgrades for charging stands, range of mounting accessories etc. Is it only the Base Equipment which is evaluated from a pricing evaluation perspective?

40. Answer: Please reference Section 3 Price and Cost Proposal. Section 3.2, Second Paragraph states "To ensure contract flexibility for new technology and product offerings, contract will be awarded at the percentage discount stated per category of item. Clearly indicate how percentage quoted correlates to the identified item description".

The pricing should be tiered price offering, with a general catalog/list price discount relating to contract categories. Additionally, pricing should be submitted for the current model in production along with all anticipated charges for implementation with the exception of category five. Options should be listed, but percentage discounts, and base equipment will be evaluated.

NOTE: For additional clarification, a pricing scenario has been issued for each category. This pricing scenario should include a “quote” for implementation of 100 units and should include all costs associated for the base unit, startup costs, and base software to run the system. Options should not be included. Pricing is to be priced per unit, with a total implementation cost total for 100 units. Costs should be provided for the initial purchase, and any monthly or annual fees.

41. Question: Within Section 13 of Attachment F (Bidder Instructions) we have found the Evaluation section. It is unclear to us from the instructions whether each Category will be evaluated in isolation before making a decision on a Category by Category basis, or whether like the previous NASPO contract for Video Products, that each Category shall be evaluated and then totaled together before determining the “lowest and best” across all 5 categories. We recognize that some vendors may be “lowest and best” on a specific Category but unable to deliver solutions to each of the 5 Category meaning if totaled across all Categories they may not qualify. Can you please provide additional guidance, and perhaps a worked example of how the evaluation shall be scored?

41. Answer: Please reference section 4 of the RFP Documents for evaluation steps. Each category will be evaluated separately in the pricing section. The general evaluation will be assigned by Attachment A, B, C, G, and Acceptance of Terms. Costs will be evaluated by category. The general evaluation will apply to each company, and the cost evaluation will be totaled by category.

42. Question: For the purpose of pricing evaluation, we recognize from the NASPO terms that Leasing or Alternative Financing Models are allowed, but these are only for the “acquisition of Products” as per NASPO Terms Clause 6.3. In addition, we note that in NASPO Terms XI. Product Title, that that all product title must be clear of liens, encumbrances etc. and embedded software must be irrevocable, perpetual, and transferable.

We are aware that some vendors across all categories provide product / technology such as cameras but only provide this on an “subscription/annual fee” basis where the Agency doesn't own the products and at the end of the initial term (typically 2-5 years) the Agency needs to return the technology to the Vendor. This model does not comply with the Product Title requirements of NASPO terms, but can you confirm whether it would be deemed to be non-responsive if proposed.

If they are allowed, can you please provide guidance on how they will be evaluated on a pricing basis compared to a vendor who is proposing a more traditional Capital Purchase approach? Would it be that the subscription price would be evaluated on their total life i.e. if the subscription pricing is based on a 3-year term, is it the full 3-year value which needs to be completed in the pricing schedule? This would then compare against the single upfront capital purchase price from another vendor.

We assumed that as the Agency/Purchasing Entity never actually owns the Product that this financing model is not acceptable but thought prudent to check given the huge difference in pricing that you may see with respect to the different models

42. Answer: Some companies do provide subscription/annual fee basis, but it is an option and not required. It would be up to the end user on how they choose to purchase the services.

43. Question: Within Attachment B - technical response, Category 3 ALPR, there are multiple varieties of ALPR included, for example Fixed ALPR Camera Systems and Mobile ALPR Camera Systems. To be fully compliant to the technical requirements, we assume that each vendor shall need to include pricing as a minimum for:

- a) 3.11 Fixed Camera System comprising of a minimum one (1) self-illuminating IR cameras, and
- b) 3.12 Mobile Camera Systems must be comprised of a minimum of three (3) self-illuminating IR cameras

If we don't provide pricing on both, does this make us non-compliant in this category?

In addition, from an Evaluation basis, is it correct to assume that the total cost of ""Base Equipment"" proposed will be based on the requirements in Attachment B, meaning we need to provide a price for the 3-Cameras Mobile System as well as the Fixed Camera System with 1 self-illuminating IR camera?"

43. Answer: Both options of equipment are not required.

44. Question: RFP Document Section 4.5.3 – Cost Proposal Evaluation: -States, “The offeror with the lowest cost will receive the maximum points available for that category.”

Are you referring to the five categories of the bid, or the category within the specific category? For example, the vehicle mounted video category shows multiple industries, such as school, transit, police, subway trains, water vehicles etc.

Most of these industries can be provided with solutions regardless of the multiple industries; however, Police/Law Enforcement requires specific unique specifications and features that are not shared by the other industries shown. How will this scenario be evaluated?

44. Answer: There is space provided for responses to indicate what type of equipment they are offering.

b. All other terms and conditions remain unchanged.

Supplier Company Name (**PRINT**)

Date

Authorized Representative Name (**PRINT**) Title

Authorized Representative Signature