



Request for Proposal (“RFP”) DASPS-2114-16

ADDENDUM No. 3

This Addendum No. 3 (“Addendum”) modifies the RFP which DAS PS published on ORPIN on May 9, 2016. This Addendum modifies the RFP as described herein. All RFP terms not specifically mentioned or affected by this Addendum remain in full force. This Addendum is hereby added as a part of the RFP.

The RFP is modified as described below. New language is indicated by bold print and underline. Deleted language is indicated by strikethrough.

1. RFP, cover page.

STATE OF OREGON



COVER PAGE

THE STATE OF OREGON (“STATE”), ACTING BY AND THROUGH ITS DEPARTMENT OF ADMINISTRATIVE SERVICES, PROCUREMENT SERVICES (“DAS”), for the member states of the NASPO ValuePoint Cooperative Purchasing Program (“NASPO ValuePoint”) and other Purchasing Entities,

FOR

Parks and Recreation Equipment and Related Services

Request for Proposal (RFP)

DASPS-2114-16

Date of Issue: May 9, 2016

Closing: ~~July 6, 2016~~ **July 25, 2016** @ 2:00PM **PT**

Single Point of Contact (SPC): Shirley A. Smith, State Procurement Analyst

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2. RFP, Section 1.2 Schedule.

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change.

RFP Advertised	<i>As stated on the cover page</i>
Pre-Proposal Conference	May 24, 2016
Questions / Requests for Clarification Due	June 23, 2016

Answers / Clarification Issued (approx.)	June 30, 2016
RFP Protest Period Ends	May 13, 2016 June 23, 2016
Closing (Proposals Due)	<i>As stated on the cover page</i> July 25, 2016 @ 2:00PM PT
Evaluation Period (approx..)	August 1 thru 5, 2016 August 29 thru September 2, 2016
Notice of Intent to Award (approx..)	August 8, 2016 September 6, 2016
Award Protest Period Ends	Seven calendar days after notice @ 5:00PM

3. RFP, Section 2 Purchase Orders.

2.3 Verification of Authorized Purchasers. Contractor is responsible for verifying that it provides goods and services under this Addendum only to Authorized Purchasers. Contractor may verify that a particular entity is an ORCPP member on-line at ~~<http://www.oregon.gov/DAS/PFSS/SPO/coop-menu.shtml>~~ <http://www.oregon.gov/das/Procurement/Pages/Orcppmember.aspx> or by using the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov/open.dll/welcome>.

4. RFP, Section 2.3.3 Permissive Cooperative Procurement.

In addition to Oregon, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement: North Dakota, Maine, Virginia, South Dakota, Nevada, Montana, Washington, Arkansas, Vermont, Hawaii, Illinois, Oklahoma, **Massachusetts**, and Utah.

5. RFP, Section 3.3 Procurement Process.

3.3.1 Public Notice

The RFP, including all Addenda and attachments, is published in the Oregon Procurement Information Network (ORPIN) at ~~<http://www.orpin.oregon.gov>~~ <http://orpin.oregon.gov/open.dll/welcome>. RFP documents will not be mailed to prospective Proposers.

6. RFP, Section 5 Volume Sales Reports (VSRs) / Vendor Collected Administrative Fee (VCAF).

5.1 Volume Sales Reports (VSRs)

5.1.3 Receipt/Acceptance: The first VSR submitted by the Contractor must be submitted to the DAS PS Contract Administrator for review and approval. Approved first VSRs and subsequent VSRs must be submitted to ~~vcvf.reporting@state.or.us~~ **VCAF.REPORTING@oregon.gov**. A separate section follows describing the administrative charge if it is applicable. The Contract Administrator's receipt or acceptance of any of the VSRs furnished pursuant to this Addendum shall not preclude DAS PS from challenging the validity thereof at any time.

7. RFP, Attachment B, Exhibit C Insurance Requirements

PROFESSIONAL LIABILITY:

Required by DAS Not required by DAS.

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract in an amount not less than \$500,000.00 per occurrence. Annual aggregate limit shall not be less than \$1,000,000.00. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

8. RFP, DASPS-2114-16_Addendum No. 3, Attachment C is deleted in its entirety and replaced with Revised Attachment C, 6-2-2016, as attached hereto.
9. RFP, DASPS-2114-16_Addendum No. 3, Attachment G *in word format* is added as part of the RFP, as attached hereto.
10. RFP, DASPS-2114-16_Addendum No. 3, Attachment R Delivery Regions is added as part of the RFP, as attached hereto.

11. Proposers' questions and DAS PS answers:

Question 1: On the "Value Added Tab" in Attachment C do we have to come up with the UNSPSC code?

Answer 1: Yes.

Question 2: If we have benches, for example, there might be 200 UNSPSC codes for benches. Would we have to manually enter all those codes?

Answer 2: Yes. Attachment C is an excel spreadsheet so Proposer may add more lines.

Question 3: Where is the delivery sites located? How do we know how to price site delivery?

Answer 3: See RFP Attachment R for delivery Regions. Attachment C has been revised to reflect regions. Changed tab title "Delivery to Site" to "Delivery to Region."

Question 4: In Attachment C there are Evaluation Information sheets. Do proposers fill the information into them?

Answer 4: Yes. Proposer is to populate the Evaluation Information columns.

Question 5: The one thing that comes to mind with play equipment is that we could have about 80 pages of components that make up a play structure. Are you looking for everything down to the screws or do you just want to see price for the whole play structure?

Answer 5: Proposer is to provide cost for parts and bundled play equipment on Attachment C. If the hardware is included with the different components, Proposer does not have to list those out. If Proposer would not separate this out at the factory Proposer does not need to separate it out on Attachment C.

Question 6: Is there an example of Attachment C used in another solicitation that proposers can look at?

Answer 6: Yes. Please see a completed version of a similar Attachment attached hereto as Addendum No. 3, Exhibit 1. This exhibit is Informational ONLY and not a part of the RFP.

Question 7: Clients may want a play structure with safety surfacing added and installed. Where would I put the installation information?

Answer 7: Proposer could include installation information where Proposer saw fit. One potential place for installation information is placing that information into Attachment C value added tab which would include surfacing services.

Question 8: What if there is something not in the contract like turf and the buyer wants turf? Can I just put it on the Purchase Order?

Answer 8: No. Turf products should be added to Attachment C value added tab.

Question 9: Is this only open to OREGON?

Answer 9: No. This is a NASPO ValuePoint national solicitation.

Question 10: If our rep firm, manufacturer proposes to this RFP and another rep firm proposes from a different state who would get the contract? I have many manufactures how should I deal with this?

Answer 10: See section 3.1.1.2 of RFP.

Question 11: Who is responsible for the reports and the fees?

Answer 11: The Contractor signing the Master Agreement will be responsible for reports and fees.

Question 12: Can we update our product offerings as we move forward?

Answer 12: See section 1.3.3 of RFP.

Question 13: Section 3.1.1.2 on page 9 and Section 3.4.8 on page 16: please clarify how freight is to be handled. This section states “on-site delivery to the Purchasing Entity’s location with 60 miles of Contractor’s location.” But if this is added to the “Final Proposed Price” it would not be accurate for customers farther than 60 miles away. Freight is typically quoted to customers and pre-paid by contractors, and then billed to customers.

Answer 13: See section 3.5.4, (6) of RFP and revised Attachment C.

Question 14: Exhibit C, Insurance Requirements. Professional Liability Insurance is typically not carried by contractors in this industry.

Answer 14: Professional Liability Insurance in Attachment B, Exhibit C will not be required. See Section 7 above deleting the requirement.

Question 15: Regarding “Delivery to Site” in attachment C. What site/zip code should we use? This will vary based on the zipcode as well and the number of items being shipped.

Answer 15: See revised Attachment C.

Question 16: Is the intention of the committee to contract with the manufacturer or the representatives in the different states that are part of the RFP?

Answer 16: See section 3.1.1.2 of RFP.

Question 17: If the representatives are to submit a bid on the RFP will the customers in other states be required to write the PO to the representative who was awarded the contract? If not will the contract holder still be expected to make the payments and reports?

Answer 17: See section 1.2 Ordering Process of RFP.

Question 18: If the manufacturer submits a bid can the representative also do so as we have many other lines from other, smaller manufacturers beyond our large playground line?

Answer 18: See section 3.1.1.2 of RFP.

Question 19: Exhibit A, Master Agreement, should our company submit a new exhibit A for each state participating in proposal or just submit one Master Agreement for entire proposal. Also, should we be editing this with Adobe Acrobat to fill in our company information on this exhibit?

Answer 19: Attachment B, Exhibit A is the blank form that serves as an initial template. Contractor will need to negotiate and complete a Participating Addendum with each Participating Entity based upon Attachment B, Exhibit A. Several States, including Oregon, have submitted their proposed Participating Addendum form with the RFP. Please see RFP, Attachments I, J, K, L, M, N, O, P, and Q.

Question 20: Attachment G, references. We need to send attachment to 3 separate companies we have done work with, but the page breaks makes it difficult to send.

Answer 20: See Attachment G in word format added as part of Addendum 3.

Question 21: Do we need to have a contractor’s license in Oregon at time bid is submitted or can we apply for one after bid is awarded?

Answer 21: No. An Oregon Construction Contractors Board (CCB) license is not required at the time that the Proposal is submitted; Participating States may have different requirements related to their Participating Addendum.

Question 22: Page 9 (3.1.1.2) indicates pricing shall be a fixed discount with onsite delivery to purchasing entity’s location within (60) miles of contractor’s location. Page 16 (3.4.8) repeats this requirement for delivered prices within (60) miles of contractor’s location. In Attachment B, Exhibit B page 52, it states “The Discount is fixed.” And “The Price is FOB to Purchasing Entity

location.” In Exhibit D page 62 #14 suggests that FOB destination can also include “inside deliveries” if requested by purchasing agency.

These different paragraphs on freight/delivery are confusing and contradictory. By the first two mentions of delivery, all customers outside of a 60-mile radius of our factory will pay additional freight costs. We are 60 miles from South Dakota – the closest participating state (so far) to us. So does this mean we can add freight to all orders from this contract?

But the other freight mentions suggest that after we discount our prices we must also include the freight cost at no extra charge and ship to all potential locations. This is not a realistic request when you consider that participating states currently include Maine and Hawaii. It is not possible to offer a unit price that also includes freight to such disparate locations.

Can the RFP be amended to allow prices to be quoted F.O.B. the vendor/factory, with freight (and requested freight services such as inside delivery) to be prepaid and added to the invoice? This would be much more accurate and a fair way to calculate and charge for freight services.

Answer 22: See section 3.5.4, (6) of RFP and revised Attachment C.

Question 23: Page 15 (3.4.6) requires references (attachment G). If we understand this format correctly, we are supposed to send these reference forms (which are not correctly formatted to fit on one page, or individually on 2 pages) to our selection of customers. These customers are to return the completed form to us so we can include it in our response to this RFP. These won't be references, they will be testimonials. And it puts the burden upon the customer to reply by the RFP deadline, which has no significance to him/her.

Can the RFP be amended to allow submission of references only, without the need for the completed forms in advance? It would then be the responsibility of the evaluation team to contact the references for responsive contractors when it seemed necessary.

Answer 23: No. See Attachment G in word format added as part of Addendum 3.

Question 24: Administration of this master agreement and potentially many more individually amended contracts from each participating state will be costly and onerous to the vendor. Each state is allowed to have its own terms and conditions.

NASPO has its own administrative fee. Each state could have its own fee.

NASPO and the states have individual sales reporting requirements, and the report formats may be different for each agency.

NASPO and potentially each state could require being listed as an additional insured on our company insurance. This is costly to vendors.

Is there some way NASPO can simplify these administrative requirements so all participating agencies would be satisfied with one report format, report period, fee, etc.?

Answer 24: No.

Question 25: Page 60 #8 requires the contractor to promote the use of this contract, and to participate in annual reviews at unknown locations to be determined by NASPO. Promotional and travel costs are another added expense (on top of discounted prices). But page 34 (1.2.7) states that there is no obligation to purchase anything under this contract. And Pages 61-62 #13 suggests that state agencies can in fact solicit other competitive bids outside of this contract.

Why are states allowed to ignore this negotiated contract and issue other RFQs for the same equipment/services covered on this contract? Why should vendors make the enormous effort to

comply with all the response requirements and administrative requirements of this RFP only to have the participating states issue bids and RFQs like they do now.

Answer 25: DAS PS provides no answer to this question in this Addendum No. 3, as the question does not relate to the products and services requested under the RFP. The question is one to be answered by each potential Proposer for itself. If a potential Proposer does not want to agree to the requirements for providing products and services under a NASPO ValuePoint program, that is a decision for the potential Proposer.

Question 26: Page 61, #9 says the minimum eMarket Center requirement is online ordering instructions. But pages 69-70 #38 indicates that all vendors are required to maintain an online catalog with Sci-Quest. This will be another large financial and administrative burden on vendors. What are the correct eMarket Center participation requirements? Can they be reduced?

Answer 26: See Attachment B, Exhibit D section 38; (1), (2), (a), and (b). Proposer can use either SciQuest or Hosted or Punch-Out catalogs. No reduction.

Proposers must acknowledge receipt of this Addendum in the space provided on the bottom of this page and return this page along with Proposal documents. Failure to do so may result in rejection of a Proposal.

The purpose of this Addendum is to answer questions, clarify information in the RFP, and make modifications to the RFP.

Any prospective Proposer who feels they have been adversely affected by these modifications must submit a written protest of this Addendum to the Single Point of Contact identified in RFP DASPS-2114-16 by **5:00 pm** (Pacific time) on **June 17, 2016** or protest will not be considered. DAS PS will not consider requests or protests of matters not added to or modified by this Addendum.

*I hereby acknowledge having received this Addendum.

Authorized Signature: _____

Print name of signer: _____

Date: _____

Company Name of proposer:

(Please Print)