



County of Fairfax, Virginia

ADDENDUM

DATE: March 14, 2023

ADDENDUM NO. 3

TO: ALL PROSPECTIVE OFFERORS
REFERENCE: RFP 2000003549
TITLE: Technology Products, Services and Solutions
DUE DATE/TIME: **April 3, 2023 @ 2:00 p.m.** eastern time (Revised)

The referenced request for proposal is amended as follows:

1. The due date/time has changed to April 3, 2023, at 2:00 p.m. eastern time.
2. Refer to Attachment A for responses to the questions received via e-mail.

All other terms and conditions remain unchanged.

Yong Kim, CPPB
Contract Specialist III

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.

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

Attachment A

- Q1. RFP 2000003549, Special Provisions, Section 8.2 – Requirement is that the vendor must be Cisco Gold Partner. We are not. Can you tell me if that is in fact a deal breaker?
- A1. **No.**
- Q2. As a verifiable source can we provide a link to the manufacturer list pricing?
- A2. **We understand manufacturer list prices fluctuate; however, all quotes must include the manufacture's current list price, contracted discounts or better and discounted unit price.**
- Q3. Will we be found to be non-responsive if as a reseller we cannot negotiate terms and conditions as requested in section 9.4 Offeror Qualifications and Experience. Question "Offeror shall include copies of any applicable End User License Agreements (EULA) and Service Level Agreements (SLA). Offeror must be willing to negotiate the terms of its EULA and SLA. Copy(s) of signed Fairfax County License Addendum (Attachment C) documents." This request may result in potentially hundreds of documents for the County to review.
- A3. **If none of the products, software, and services you offer and those third-party product suppliers/manufacturers are not willing to negotiate their terms and conditions in their agreement, the County will not be able to procure such products, software, and services, therefore, it may result in reduction of points.**
- Q4. Is there a standardized or required format that should be used to create our proposed cost proposal?
- A4. **Reference RFP 2000003549, Special Provisions, paragraph 10.**
- Q5. Given the size and scope of this request may we request an additional 4-week extension to work with our Partners and provide the best value in our offering?
- A5. **No, see the Addendum 3 above.**
- Q6. What section should all signed Addenda be put into for the technical proposal?
- A6. **Addendum 1, 2, and 3 can be uploaded in Bonfire under Requested Information separate from the technical proposal.**
- Q7. Attachment C, If a manufacturer does not agree with the terms, will they still be considered for authorization for the contract? Is this signed post award or with the proposal submission?
- A7. **It depends as if the manufacturer does not agree with the terms, they still will need to be open to allow the County to negotiate their terms and conditions. For those who are willing to accept Attachment C, have them sign and submit with your proposal.**
- Q8. Attachment C, Does each proposed manufacturer need to sign the license agreement addendum as part of our response?
- A8. **See answer in question 7 above.**
- Q9. 9.2 Offeror Profile, If we are partnering with other firms and not subcontracting, do we list the partners information as well or just the main offerors?
- A9. **Yes, you may provide the list of partners information.**
- Q10. Attachment A4 - Business, Professional and Occupational License How is the Offeror able to determine a percentage of work to be completed in Fairfax County if the level of effort is unknown due to the nature of the contract?
- A10. **If you're unable to provide a percentage of work that will be done for the County regarding Technology Products, Services and Solutions, then provide your statement as such.**
- Q11. Pricing, For submittal, is a standardized pricing template going to be provided?
- A11. **No, Reference RFP 2000003549, Special Provisions, paragraph 10.**

Attachment A

Q12. Can we partner with other firms to enhance our expertise in a given area? For example, we resell Cisco but are not a Cisco Gold Certified Partner. However, we frequently partner with a subcontractor who does have that certification. Could we include them on our proposal to strengthen our response since we would partner with them when architecting that solution?

A12. Yes.

Q13. If multiple awards are issued will they be given by solution area? For example: one or more vendors will be awarded all Dell products but "excluded" from other product areas or will all awarded members be able to sell all products they identify in their proposal submission?

A13. It will depend upon what kind of proposals are submitted in response to the RFP. Reference Special Provisions, paragraph 19.1.

Q14. Many Federal contracts (GSA for example) require a guarantee that the best pricing is offered on those contracts. A huge majority of the respondents to this proposal will hold one or more contract vehicles with those terms. Does Fairfax/Gov MVMT view this as conflicting with the same requirements in the terms and conditions of this contract vehicle?

A14. No. GSA schedules are federal government contracts. If a Public Agency, as defined in the RFP, can access the GSA supply schedule agreements, then the Supplier Qualifications and Supplier Information, Commitments apply.

Q15. Do we need to submit an original signed, certification of insurance citing the contract number and including endorsements from Special Provisions section I along with our initial proposal or is this to be submitted upon award?

A15. You will provide the certification of insurance after the contract is awarded and receive an Acceptance Agreement.

Q16. We have some capability for website ordering currently. If awarded, we would significantly enhance this aspect our business and we plan to speak to our proposed future state in this regard. Is this an acceptable method to respond to questions regarding online ordering?

A16. Yes, but it will depend upon what information is provided and if you address what is requested in the RFP.

Q17. Even after enhancing online ordering capability, a massive part of our company's value-add is our presales technical engineering resources. These resources help architect complex solutions BEFORE they are purchased by our customers. For this reason, we would propose not to resell the more complex solutions via a website because we would need to have a conversation with the customer to architect/size the correct solution. Is this approach in line with the expectations from Fairfax and GovMVMT - or will this disqualify or otherwise hurt the evaluation of our proposal?

A17. Proposals will be evaluated on the solution provided in a response to the specifications of this solicitation.

Q18. We have existing business relationships with a huge majority of the companies listed in the RFP solicitation (IBM, Nutanix, HPE, Dell, Cisco, etc). Do we need to include letters of authorization to resell each product we list in our price sheet?

A18. Reference RFP 2000003549 Special Provisions, paragraph 8.2.

Q19. Do we need to include details/expertise about each product we list in our price sheet? Or is a focus on "core" companies acceptable? ("core" = ones listed and described like VMWare, Cisco, etc.) while listing additional pricing for products that are "non-core?"

A19. If you are proposing services for a product then provide the details of the relevant expertise being offered to perform such services. Anything you are proposing in your technical proposal should be listed in your cost proposal.

Attachment A

- Q20. Attachment D Exhibit H: New Jersey Business Compliance Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required by New Jersey statutes. All Suppliers submitting proposals must complete the following forms to meet the requirements of doing business in this state. Do offerors require compliance with States other than the State of New Jersey?
- A20. Yes. As language in the Master Intergovernmental Cooperative Purchasing Agreement states; the "Master Agreements" are "subject to any applicable local purchasing ordinances and the laws of the State of purchase".**
- Q21. Attachment D Exhibit H: New Jersey Business Compliance Attachment 2, NON-COLLUSION AFFIDAVIT "State of New Jersey County of _____ ss:"
The individual to sign the non-disclosure affidavit is our Corporate Secretary who does not reside in the State of New Jersey. How should we populate the space provided for county? What information is sought in the space asking for "ss:"?
- A21. Leave the county blank if not New Jersey County. Per the State of New Jersey DCA regarding ss: Businesses may use Social Security Numbers only if they serve as business tax ID numbers.**
- Q22. Attachment D Exhibit A: QUESTIONNAIRE FOR NATIONAL CONSIDERATION Will the GovMVMt contract be your lead public offering to Participating Public Agencies? Please confirm that Participating Public Agencies refers to public entities that either are or will be members of GovMVMt?
- A22. The definition of Participating Public Agencies is defined in Special Provisions 1.1 of the Master Agreement:
County of Fairfax, Virginia (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies").**
- Q23. Attachment D, Exhibit B Supplier Response Section D. #12 Describe your company's sales goals for this Contract if awarded the Master Agreement, including targeted dollar volume by year. Please confirm that bidders should provide annual sales goals/targets, and that proposed guaranteed sales are not required.
- A23. Yes.**
- Q24. Attachment C, Exhibit F RFP Number The RFP number in the header in Attachment C, Exhibit F is incorrect, will you please provide a corrected version?
- A24. No, there is no attachment C, exhibit F. it should be Attachment D, Exhibit F, for the Federal Contract Terms and Conditions.**
- Q25. Attachment D, Exhibit E Lead Public Agency Certificate Since the County of Fairfax, Virginia is the Lead Public Agency for this Master Agreement, will the Authorized Lead Public Agency Representative provide a signed copy of the Lead Public Agency Certificate upon award? Does the unsigned Exhibit E need to be returned with our proposal package?
- A25. Yes.**
- Q26. Question around Environmental Reporting Requirements: Could you please provide a sample report with what will be required?
- A26. There is not a "sample." This requirement is essentially stating if the County requests a report or data relating to a product that complies with accommodating the request. The request could be as simple as providing whitepapers on the product.**

Attachment A

- Q27. Please clarify the requirement to provide equal/better pricing to participating agencies. For example, is the pricing compared to other customers who are also public agencies or it compared only to those public entities that are covered under this agreement? Is the comparison for all North American public agencies, or is the comparison limited to public agencies in Virginia?
- A27. The definition of Participating Public Agencies is defined in Special Provisions 1.1 of the Master Agreement:
County of Fairfax, Virginia (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies").**
- Q28. On Addendum 1 Question 15, the answer indicates that it would be acceptable to see minimum discounts off of MSRP by product family for each manufacturer. However, on Addendum 2, question 7 the answer indicates that the pricing must include the manufacturer's MSRP, the minimum discount provided and the actual discounted unit price. Please clarify if providing the Manufacturers' MSRP Pricelists separately from a Pricing Sheet where discounts provided by manufacturer's product families(category) is acceptable.
- A28. You may offer a percentage discount for manufacturer's products category in the firm's cost proposal response. To clarify Addendum 2, question 7 it is directed to those who are awarded a contract. When the County requests a quote off the contract for good/services your firm will need to provide the original price, discount, price, and price after discount. This is to make sure we are getting the manufacturer discount offered by your firm.**
- Q29. If a supplier/OEM has questions, concerns, or edits to Attachment C' License Agreement Addendum, how should those edits be communicated to the County?
- A29. County provided a Word document of Attachment C. Provide the supplier/OEM redlines to the Attachment C.**
- Q30. How does the County want to receive the written consent of an supplier/OEM for the Attachment C? Is there a form, appendix, or similar?
- A30. Fill out Attachment C providing name of firm, location a business incorporated , F.E.I.N, and principal place of business at, and provide the agreements, Eula, SLA, maintenance agreements, etc. in where it states "INSERT CONTRACT DESCRIPTION" and have the supplier sign the signature line of the agreement. Note: Word document of Attachment C is provided.**
- Q31. RFP-2000003549, 8.11, 3. Please confirm the County understands that VARs are authorized provider of third-party products and not the OEM therefore cannot warrant that it will not infringe any IP. VARs can indemnify for such but cannot warrant against it. Please confirm this understanding and agreement.
- A31. Offeror may request an exception to the terms of the RFP. Ref. Special Provisions, paragraph 9.6.**