



# State of South Carolina

## FIXED PRICE BID AMENDMENT #1

Solicitation: **5400020901**  
 Date Issued: **3/29/2021**  
 Procurement Officer: **CAROL NORFLEET**  
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 1201 Main Street, Suite 600  
 Columbia, SC 29201

DESCRIPTION: **Audio Visual Products and Services**

USING GOVERNMENTAL UNIT: **State Term Contract**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

SUBMIT OFFER BY (Opening Date/Time): **4/8/2021 at 11:00**  
(See "Deadline For Submission Of Offer" provision)

NUMBER OF COPIES TO BE SUBMITTED: **SCEIS System On-Line Bid Response Only**  
(See <https://www.procurement.sc.gov/vendor/submitting-offers>)

CONFERENCE TYPE: DATE & TIME:  (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION:
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<b>AWARD &amp; AMENDMENTS</b>	Award will be posted on <b>4/21/2019</b> . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a>
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

<b>NAME OF OFFEROR</b>  (full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
<b>AUTHORIZED SIGNATURE</b>  (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	<b>DATE SIGNED</b>
<b>TITLE</b>  (business title of person signing above)	<b>STATE VENDOR NO.</b>  (Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a> )
<b>PRINTED NAME</b>  (printed name of person signing above)	<b>STATE OF INCORPORATION</b>  (If you are a corporation, identify the state of incorporation.)
<b>OFFEROR'S TYPE OF ENTITY: (Check one)</b> (See "Signing Your Offer" provision.)  <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____  <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local)	

**PAGE TWO**

**(Return Page Two with Your Offer)**

<p>HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)</p>          	<p>NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p>          <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>Area Code - Number - Extension Facsimile</p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>E-mail Address</p>
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<p>PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)</p>          <p>____ Payment Address same as Home Office Address          ____ Payment Address same as Notice Address <b>(check only one)</b></p>	<p>ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p>          <p>____ Order Address same as Home Office Address          ____ Order Address same as Notice Address <b>(check only one)</b></p>
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<b>ACKNOWLEDGMENT OF AMENDMENTS</b> Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<p><b>DISCOUNT FOR PROMPT PAYMENT</b>                      (See "Discount for Prompt Payment" clause)</p>	<p>10 Calendar Days (%)</p>	<p>20 Calendar Days (%)</p>	<p>30 Calendar Days (%)</p>	<p>____ Calendar Days (%)</p>
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**AMENDMENTS TO SOLICITATION (JANUARY 2006):** (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: [www.procurement.sc.gov](http://www.procurement.sc.gov). (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

**THE SOLICITATION IS AMENDED AS PROVIDED HEREIN. INFORMATION OR CHANGES RESULTING FROM QUESTIONS WILL BE SHOWN IN A QUESTION-AND-ANSWER FORMAT. ALL QUESTIONS RECEIVED HAVE BEEN REPRINTED BELOW. THE "STATE'S RESPONSE" SHOULD BE READ WITHOUT REFERENCE TO THE QUESTIONS. THE QUESTIONS ARE INCLUDED SOLELY TO PROVIDE A CROSS-REFERENCE TO THE POTENTIAL OFFEROR THAT SUBMITTED THE QUESTION. QUESTIONS DO NOT FORM A PART OF THE CONTRACT; THE "STATE'S RESPONSE" DOES. ANY RESTATEMENT OF PART OR ALL OF AN EXISTING PROVISION OF THE SOLICITATION IN AN ANSWER DOES NOT MODIFY THE ORIGINAL PROVISION EXCEPT AS FOLLOWS: UNDERLINED TEXT IS ADDED TO THE ORIGINAL PROVISION. ~~STRICKEN~~ TEXT IS DELETED.**

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**SOLICITATION #5400020901  
AMENDMENT #1**

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**The following questions were received pursuant to the original date and time specified on the front of the original solicitation document:**

**VENDOR 1**

- 1) **QUESTION:** In Section IV Information for Offerors to Submit (page 22), the bid states that we must submit the offer as a single document. I believe our document will be long due to some of the requirements. In the past we were able to upload in sections due to the size of the upload. Is there any flexibility to allow us to break up the document into different sections when uploading?

**ANSWER:** Section IV Information for Offerors to Submit (page 22), bullet item 4, is revised to read:

**"SUBMIT YOUR OFFER IN A SINGLE ELECTRONIC FILE WHERE POSSIBLE. WHEN MULTIPLE FILES ARE SUBMITTED, PLEASE CLEARLY LABEL THE FILE FOR EASE IN IDENTIFICATION. DOCUMENTS SHOULD BE IN ADOBE ACROBAT OR MICROSOFT WORD FORMATS.**

- 2) **QUESTION:** One concern on several products lines is regarding the 15% minimum discount requirement. Some manufacturer's pricing structure do not allow a 15% discount without resellers losing money. In past SC Contract bids, we could bid any percentage. For example, on the table from the bid documents (page 20) Nikon was listed at 8%, Hovercam at 6%, and NewTek at 10%. However the bid is requiring a 15% minimum discount on brands to be accepted. Can this be adjusted to ensure we can offer popular brands to the State which do not have a 15% discount available?

**ANSWER:** The pricing structure suppliers enjoy with manufacturers is for them to negotiate. Suppliers are not required to offer products for which they cannot meet the minimum discounts required under this contract. If the supplier's relationship with a manufacturer changes during the contract so that they can offer the minimum discount, the suppliers may request to add the manufacturer to their offerings at the minimum discount at the time of the annual renewal schedule for submission of new manufacturers and products.

In addition, the following sections are changed to provide consistency throughout the document relating required minimum discounts and the 15% minimum discount required on any new manufacturer/products submitted.

**On Page 15, "CATEGORIES AND PRODUCTS" is changed as indicated:**

Offerors must provide at least one of the Products in each of the seven Categories listed in the preceding Category and Product List. Offerors not capable of providing a Product in each Category will not be considered for award. Offeror should offer a wide range of products and brands to satisfy the diverse community of users of this contract, be in show documentation of good standing with the manufacturers represented as an authorized premium service and repair partner, and as an authorized standard and extended warranty support service provider on behalf of the manufacturer. Offeror shall list by product category the offered brand(s). Brands previously represented and listed on the Reference Table on page 19, shall be offered at the minimum discounts reflected on that Reference Table. Offeror may submit new products and manufacturers, within categories, on their submission and at a minimum 15% discount and a minimum discount from the manufacturer's most recent product catalog on Attachment – Table 1. Table 1 must be submitted with your offer. Discounts less than 15% will not be accepted on new manufacturers and products.

**On Page 16, "CATEGORYS AND PRODUCTS TABLE" is changed as indicated:**

Offerors must complete and submit Table 1. On this Table, Offeror shall indicate by check mark all Products within each Category that are offered, and the manufacturer(s) by Category generally or by Product specifically, and must offer at least one of the named Products within each Category and show the established minimum discount required in the Reference Table on Page 19. If a new product or manufacturer is being proposed, the required minimum discount is 15% and the entry should be made under the Other/Optional section of the Category. Offeror may submit discounts according to the Manufacturer or one discount for all Manufacturer's included in the Category. Offeror shall indicate which products are offered within each of the Categories with a check mark in the designated column. At initial submission, Offerors may submit additional products and Manufacturers within each Category for review and inclusion that are in keeping with the general scope and intent of the contract, and thereafter, on an annual basis. Products must be listed within the Category it best represents. New Categories will not be added. Products that are available under other Statewide Term Contract will not be approved.

**On Page 19, "REFERENCE INFORMATION ON MANUFACTURERS AND MINIMUM DISCOUNTS", the paragraph preceding the chart is changed to read:**

The following are manufacturers and related minimum discounts that the State has received and were established under previous contracts. The State requires the minimum discounts stated, ranging from 5-50%, as shown in the following table for the named brands ~~offers this as a guide~~ and encourages the maximum discount possible be offered. ~~A minimum discount is not specified for this contract, however,~~ The State is giving offerors/contractors the opportunity and flexibility to add new manufacturers, products and discounts that are within the scope of this solicitation throughout the contract period with prior approval. The ~~only~~ minimum discount that will be required ~~shall be~~ for any additions of manufacturers and products shall be at 15% minimum discount. Additions may be submitted for consideration on an annual basis when new manufacturer's and products, within the scope of this contract, are available and are a desirable and sought after addition for UGUs. Discounts and pricing will be published for each vendor's offering and shall allow UGUs to comparison shop.

- 3) QUESTION: Some manufacturers have certain products that cannot be discounted. In past bids we could identify these products in our price sheets where the price cannot be discounted per manufacturer unilateral pricing requirements. Can this still be done in this bid?  
**ANSWER: No.**

#### VENDOR 2

- 1) QUESTION: In regards to section VII. Bidding Schedule / Price-Business Proposal pg 42, can provide more clarification on the Extended Warranty and pricing?

**ANSWER: Extended warranties are not required, will not be evaluated, but may be offered. The vendor has an opportunity to offer an extended warranty at a percentage of the total purchase price of a product or installation. The Offeror should include with their submission the details of the extended warranty offered.**

#### VENDOR 3

- 1) QUESTION: Can you elaborate on what the State is looking for with this statement, "show documentation of good standing with the manufacturers represented as an authorized premium service and repair partner, and as an authorized standard and extended warranty support service provider on behalf of the manufacturer"?

**ANSWER: The State is seeking Offerors/Suppliers that have and maintain business relationships with the manufacturers they represent and are authorized dealers. Offerors back the products they represent, understand and are trained to service the products on behalf of the manufacturer or facilitate the UGUs with warranty issues, repairs, replacements, etc.**

- 2) QUESTION: Would it be appropriate to say that the state is looking for offerors that can show that they are in good standing with the manufacturers and can offer standard and /or extended warranty support to the UGU. This would not mean that the offeror is able to perform warranty repairs on behalf of the manufacturer.

**ANSWER: Yes.**

- 3) QUESTION: If the state is expecting each offeror to be an "authorized service and repair partner" then we would consider this to unfairly limit competition. (P.10, Questions from Offerors, Para. B) since most manufacturers have limited "authorized repair centers" already. It takes a lot of specialized equipment and training to become a repair provider.

**ANSWER: The State seeks Offerors/Suppliers that have a relationship with their represented manufacturers, that goes beyond a middleman relationship, and ensures a Statewide comprehensive contract for audio-visual equipment through authorized resellers. This solicitation does not require Offerors to operate an authorized repair center but does require Offerors have expertise with the specialized equipment being offered. Due to the scope of the contract requiring Contractors to be a “one-stop shop”, with purchases that may range from single items to entire media rooms to large classroom installations, contractors should be capable of accommodating requests of any size and providing the required levels of service not only for installation but troubleshooting and training.**

- 4) QUESTION: Under the heading of “Technical Support” on page 17, it states that standard support shall include Standard End-User Training. Is this training to be included in the purchase price or are we allowed to charge for a Technician to provide this training? Training at no additional price.

**ANSWER: From Page 17, “TECHNICAL SUPPORT”, bullet point 6, is changed to read:**

- **Standard UGU training for appropriate end users (as defined and determined by the UGU) will be provided for the operation of the equipment purchased and shall be included with the purchase price. This one-time training may be accomplished through the use of written documentation, web-based training, train-the-trainer, on-site or virtual training, as agreed upon in advance and according to the instructions included on the Purchase Order. Additional training may be requested and arranged in advance and charged at the Technician I hourly rate.**

- 5) QUESTION: On page 17 below the table there is this sentence, “Detail of pricing must be submitted on Attachment - Table 2 with your offer. “ Can you explain what details the state is requiring here?

**ANSWER: Enter the hourly labor rate you are offering on Table 2 and include with your submission.**

- 6) QUESTION: The “Returns” requirement seems unfair to the offeror in several ways.
- a. Some manufacturers do not allow returns of opened product. In this case the offeror would have to absorb the entire cost of the item that was returned. We could not simply re-sell the item as new because it was opened and therefore would be an open box or used item.
  - b. This could be seen by some end users as an easy “Demo” program. They see an item that they would like to try and “buy it” for 30 days then return it if they decide that it doesn’t do what they thought it would do. This again causes the offeror to absorb the cost.
  - c. Sometimes incorrect items are purchased by mistake because the UGU did not perform their due diligence or involve the offeror in the decision making process. An example would be a UGU that purchases a wireless microphone system without talking to the offeror first. They end up purchasing a system in a frequency range that will not work in their area because of interference. They then need to return or exchange it for another system. Again the offeror is required to absorb the cost through no fault of their own.
- Perhaps there could be more guidance here on how to protect both the UGU and the Offerors?

**ANSWER: The 30-day money back guarantee shall stand as written.**

- 7) QUESTION: Can you clarify the statement on p. 27 – “Offerors not responding to the initial solicitation may be added to the awarded vendors list provided the bidder furnishes evidence of responsibility and responsiveness to the state’s original fixed price bid as authorized by the solicitation.” Is this “evidence” in addition to the other bid requirements or is it saying that bids that are complete according to the solicitation will be added to the list?

**ANSWER: To qualify for an award you must be responsive and responsible. If you do not submit by the initial due date for submissions, you may be considered for future award as per the schedule in this same section.**

#### VENDOR 4

- 1) QUESTION: What is the web browser compatibility with submission: Is internet explorer 8,9 or 10 the only one that will work?  
**ANSWER: Contact the SCEIS Help Desk line at 803-896-00001 for information about compatibility.**
- 2) QUESTION: "Top contracts": Do they mean contracts with vendors and/or state agency or recent POs?  
**ANSWER: Cannot locate this reference in the solicitation document.**
- 3) QUESTION: Allowable labor rates (Tech I, II, and III) have not changed in 10+ years on the SC ITMO AV contract. The cost of doing business and market hourly rates, especially for Tech III services, are considerably higher than the \$95/hr maximum rate. Can this be reviewed and increased?  
**ANSWER: The maximum hourly rate for Tech I, II and II shall be as stated in Table 2.**

#### VENDOR 5

- 1) QUESTION: Page 15 states "Offeror shall list by product category the offered brand(s) and a minimum discount from the manufacturer's most recent product catalog" Some manufacturers offer an MSRP and an Educational Price. Some only one or the other of these. Which price must the 15% discount be from and what are we to do in the event a manufacturer does not offer pricing that is at least 15% off of their "published" price?  
  
**ANSWER: This question is addressed in the answer above under Vendor 1, Question 2. The MSRP is the price normally used although the State is aware that special educational pricing may be available. The Contractor may offer the State the best discount they can pass on from the manufacturer based on their arrangements as long as it meets the minimum discount price described in the solicitation, which is either the minimum discounts in the Reference Table of current and past manufacturer minimums or new products that require a 15% minimum.**
- 2) QUESTION: Page 15 states" Offeror MUST be able to supply products for every category listed below". Some of these categories are very specific in nature and are typically sold by very focused vendors (such as lighting fixtures). It is going to continue to be very difficult for one vendor to be competitive and expert level in ALL of these categories and typically is not the best way to serve the UGU's. Therefore it is strongly recommended that this requirement be amended to say "Offeror must be able to supply products for at least 5 of the 7 categories".  
  
**ANSWER: The scope of the contract requires Contractors to be a "one-stop shop", with purchases that may range from single items to entire media rooms to large classroom installations. Contractors are to be capable of accommodating requests of any size and providing the required levels of service not only for installation but troubleshooting and training that encompass all 7 categories.**

3) QUESTION: The chart on page 15 states “ **General Installation Components** - Percentage not to exceed 4% total equipment cost and 4-6% of installation cost, level of complexity is a relevant factor to consider. Total not to exceed 10%” Based on this verbiage what factors go in to the ability to adjust these percentages “based on the level of complexity”? Is this negotiated between the vendor and the UGU? In a complex install are we allowed to exceed 10%? The previous 10% limit has been challenging enough to manage on larger and more complex projects so further refining this based on product and services separately can possibly make for some very difficult projects. The UGUs have the ability to price shop a larger project as it is which would negate any vendors ability to take advantage of this category discount and there are some projects where the product amount is much higher than the services, and some where the services are higher in proportion to the product. It is therefore strongly recommend to leave this category as a single percentage as before and in fact, have the ability to increase this percentage based on the complexity of the project above the 10% threshold.

**ANSWER: Page 15, Table of “Categories and Products” description under Category 7 is changed as follows**

7	<p><b><u>General Installation Components</u></b>  <del>Percentage not to exceed 4% total equipment cost and 4-6% of installation cost, level of complexity is a relevant factor to consider. Total not to exceed 10% of project total. Contractor to include the charge on the quote to the UGU and UGU shall include on their PO. UGU to agree in advance to % charged.</del></p>	<p><b>Batteries</b>  <b>Brackets</b>  <b>Cables</b>  <b>Connectors</b>  <b>Fasteners</b>  <b>Fuses</b>  <b>Hangers</b>  <b>Lamps</b>  <b>Mounts</b>  <b>Wiring</b>  <b>Zip Ties</b>  <b>Electrical Tape</b></p>
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4) QUESTION: Page 16 states “keep the State informed of manufacturer changes and additions and Category Product additions or deletions as they occur.” We have no problem keeping our website product information up to date but how does the state expect us to comply with this clause?

**ANSWER: The Offer should notify the State Procurement Officer assigned to manage the contract when changes may impact the contract offering (company goes out of business, changes name, etc.) or a link to the Offeror’s products, services and pricing changes.**

5) QUESTION: Page 16 states “New manufacturers or new Products within Categories, may be added throughout the life of the contract with no less than a 15% minimum discount from the manufacturer’s list price.” Will existing vendors on the contract be notified of new manufacturers or products that have been added from other vendors per the instructions on page 16, and if so how?

**ANSWER: As answered on Page 16 and 17, under “PROPOSING MANUFACTURERS AND PRODUCTS AFTER INITIAL CONTRACT AWARE”.**

6) QUESTION: Page 17 states” Standard End-User Training, which should enable the end user to operate the equipment purchased effectively at the end of training”. Typically the term “end user” refers to teachers and students. Can the state explain this a bit further since product purchases may not always offer traditional “end user” support?

**ANSWER: Addressed under VENDOR 3, QUESTION AND ANSWER 4.**

- 7) QUESTION: Page 17 states” The UGU shall be allowed to return to vendor, with no restocking fee, or other charge...” How does the state intend on the vendors handling items where a manufacturer will always charge a restocking fee regardless of purchase timing?

**ANSWER: The State does not intend to be involved in Contractor and Manufacturer relationships and arrangement on restocking fees.**

- 8) QUESTION: Page 18 states “No additional fees, except approved expedited shipping fees, will be accepted or invoiced.” In another section it states “If a UGU requests delivery sooner than the time specified, contractor may invoice the ordering entity any additional shipping charges approved by the ordering entity on the purchase order.” Can vendors imply from this that any order that is requested for delivery inside the 30 day window be considered “expedited and therefore subject to shipping charges?

**ANSWER: Expedited shipping (prior to 30 days ARO) is allowed and the UGU may be charged, although the UGU must be made aware of the amount of the shipping charges in order to include on their Purchase Order.**

- 9) QUESTION: Page 25 states” Provide information from sources, three is preferred, that can verify your experience and qualifications to provide products and services as defined within the scope of this solicitation. References will be contacted by e-mail, so you must provide an e-mail address for each reference. Company Name, Street or P. O. Address, City, State, Zip Code, Contact Name, Contact Phone Number, and Contact Email Address. For each reference, provide a brief description of your company’s affiliation.” Is the state looking for manufacturer references or customer references? Would either suffice?

**ANSWER: Customer references, preferably State of South Carolina UGUs.**

- 10) QUESTION: Page 26 states” ...list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past two years.” and also “A list of every South Carolina public body for which supplies or services have been provided at any time during the past two years, if any.” This could be quite a lengthy list so would a decent cross section of customers be acceptable?

**ANSWER: We hope the lists are extensive, but you are at liberty to determine a decent cross section of customers you believe will be acceptable.**

- 11) QUESTION: Page 21 does not list specific vendors for Category 7 and indeed there are a lot of different vendors that a UGU could purchase from in that category. Are we to assume that in the correct way to respond to Category 7 in Table 1 is simply to respond yes or no to the second column?

**ANSWER: There are no specific manufacturers required for Category 7. See VENDOR 5, Question and Answer 3, for a change in the percentage allowable. No response is necessary.**

- 12) QUESTION: Can a vendor offer our own branded extended warranties? Or other third party extended warranties?

**ANSWER: Yes, as long as the details are submitted with your submission. Although the extended warranty will not be evaluated, terms and conditions will be reviewed for acceptance.**

## VENDOR 6

- 1) QUESTION: I was wondering if it would be possible to add a manufacturer that is not listed under Category 4 – Control and Signal Distribution Systems. Would I be allowed to add a new manufacturer, if so would there be an approval process?

**ANSWER: See Page 16 and 17 under “PROPOSING MANUFACTURERS AND PRODUCTS AFTER INITIAL CONTRACT AWARD”**

- 2) QUESTION: We do business across the SE and were wondering if we could use our SC State contract with government users outside of SC? We would of course following the standard reporting procedures as goods and services were purchased.

**ANSWER: No.**

## VENDOR 7

- 1) The only question we have right now, is what would be the process to add a manufacturer to the contract as we also apply for the contract ourselves?

**ANSWER: See Page 16 and 17 under “PROPOSING MANUFACTURERS AND PRODUCTS AFTER INITIAL CONTRACT AWARD”**

## VENDOR 8

- 1) QUESTIONS: On Page 26 section (j) says to “list of every South Carolina public body for which supplies or services have been provided at any time during the past two years, if any.” We are submitting a response under our new corporate entity and I need to know how to respond to this question – under the previous company branding, the list is huge, as the rebranded company it is not extensive to date.

**ANSWER: If the legal change was a name only change and it is not as a result of a sale or assignment the references and history from the previous company may be provided.**

## VENDOR 9

- 1) QUESTION: Manufacturer letters do not need to be bid or SC specific, correct?

**ANSWER: No**

- 2) QUESTION: We only need to provide a sampling to show an example of the manufacturers we work with, we do not need to provide a letter for each manufacturer we will bid/list, correct?

**ANSWER: You may provide a sampling with the understanding that if a specific document is requested by the Procurement Manager you should be able to provide it in a reasonable amount of time.**

- 3) QUESTION: Can we add our own branded equipment to the contract?

**ANSWER: No**

- 4) QUESTION: Can we ask for an exception for recertified network infrastructure / servers that provide excellent value that come with various protection plans or warranties?

**ANSWER: No.**

- 5) QUESTION: Can POE routers be sold under contract to be included within AV systems?

**ANSWER: No, see Exclusions on Page 16.**

- 6) QUESTION: Can device cases (chromebook / iPad / Mac) be added onto category 6 – Racks, Carts, and Support systems. NOT devices, only device cases.

**ANSWER: No.**

- 7) QUESTION: Will multiple vendors be awarded a manufacturer and / or category, despite discount off list (assuming meets the 15% off threshold?). For example if reseller A has Sony at 15% off, and reseller B has Sony at 20% off, will both be awarded?  
**ANSWER: From the Manufacturers on the Reference Information Table (Page 20) the minimum discount of 20% for Sony by company A and discount of 25% company B could both be awarded under Audio Products Category 1.**
- 8) QUESTION: the 15% min discount is restrictive to several manufacturers that have been included on the current AV contract, can the -----State consider options for exceptions to allow for lower than 15% discount for manufacturers?  
**ANSWER: See Vendor 1, Answer 2.**
- 9) QUESTION: For option that may have been noted on the call: it is understood the reasoning for the min 15%, but can this be considered for only new manufacturers being added on the annual renewal or other options?  
**ANSWER: See Vendor 1, Answer 2.**

#### VENDOR 10

- 1) QUESTION: On page 19, under "Reference Information on manufacturers and minimum discounts" section It states: "A minimum discount is not specified for this contract, however, the state is giving offerors/contractors the opportunity and flexibility to add new manufacturers, products and discounts that are within the scope of this solicitation throughout the contract period with prior approval." Can you please clarify if a minimum discount is required for products that we list, in general?  
**ANSWER: See VENDOR 1, QUESTION AND ANSWER 2.**
- 2) QUESTION: On the last state A/V Solicitation in 2015, Amendment 1, a question was asked and answered. One of the most time-consuming items is needing to gather and upload the 50+ manufacturer letters of authorization (this literally will take a couple of weeks to get current dated letters, as some manufacturer reps are not always quick to respond). In the last Solicitation, shown below, this was brought up and it was decided that by signing the contract, you are stating you are authorized to sell what you are offering, I believe. I think you mentioned this in the Skype call this week, but just wanted to clarify.

**ANSWER: That is correct. The State requires all participants to be authorized resellers for all product lines offered. Bidders will not be required to provide Letters of Authorization with submission but these may be requested at a later date.**

#### VENDOR 11

- 1) QUESTION: Will an amendment be issued for inclusion of items that a vendor can offer that the requested 15% required discount would put an undue hardship on the vendor due to low or negative profit margins?
- a. For example: Company X, offers many products across multiple procurement categories. While the vendor would be willing to offer a 30%+ discount on the majority of items, some of their newer offerings are sold to us at a profit margin close to or below 15%. The line of products are for web-based video conferencing systems, which you can imagine, are very popular in this current climate, and in general.
- b. If I may, I would recommend an additional category of products, perhaps "Unified Communication Devices". Typically, these items would have components that are, or are similar to a PC, and often require the manufacturer pay licensing which is passed on to companies like ours in the way of lower profit margins. Perhaps a category such as this would allow for an "open" discount, not requiring the standard 15% minimum.

**ANSWER: The State will not alter the minimum discount requirements as clarified under Vendor 1, Question and Answer 2 and will not add a Category of Products.**

- 2) QUESTION: Will labor rates be increased?
- a. It is my understanding that the contracted labor rates have not been raised in 10+ years. I went to our CFO, Daniel Adair, and requested his input. Daniel pointed specifically at the increasing worker's compensation rates, health insurance increases, and liability insurance coverage required by clients and vendors. These combined, with general cost of living, have driven up the overhead rates within companies like ours. For example, \$55/hour for a Level 1 tech is nearing our overhead per person.
  - b. In working for other companies using this procurement contract, I know that with these rates there is some "padding" or overquoting hours. A corrected labor rate, I believe, would make the contract more competitive, allowing companies like ours to quote and compete on "actual" hours, as opposed to trying to reach an acceptable margin by adding them without cause.
  - c. If I could be so bold, I would recommend these rates be raised \$10 per level, at a minimum.

**ANSWER: No.**

- 3) QUESTION: Will restrictions be added to the 30-day return policy?
- a. I would propose that "custom" items be indicated in the proposal/scope of work, and not be allowed for return. For example, custom sized of projection screens and the like. Additionally, installed items should not be allowed to be returned. Lastly, I believe that over a certain dollar amount, the client will be required to pay a restocking fee regardless of the time from purchase. On the pre-bid call, a good point was made about returning a \$600k video wall. If that were to occur, the ability to resell the item is low, and would require a restocking fee from the manufacturer. All in all, that could cost our company ~\$100k of restocking and freight to return.

**ANSWER: The 30-day money back guarantee shall stand as written.**

## VENDOR 12

- 1) QUESTION: Page 16 Exclusions: "Engineering services, CAD drawings/schematics and/or project management". What current SC contract covers these services? As each installed AV solution should have drawing and project management to ensure proper install and after install knowledge transfer, can this part of Technician 3?
- ANSWER: UGUs follow their established policies and procedures for projects that require such services.**
- 2) QUESTION: Page 18 How often does The State use the punch out catalog referenced on Page 18? An estimated revenue amount per year will suffice if readily available.
- ANSWER: This information is not available.**
- 3) QUESTION: Page 18 "If a UGU requests "Inside Delivery", then the UGU can negotiate a price for that delivery with special instructions when the order is placed with the Vendor. The cost for the "Inside Delivery" must be listed separately on the purchase order." Does this apply to all purchase order amounts (\$1-\$200 and \$201+)?
- ANSWER: On page 18, DELIVERY COSTS addresses orders \$201.00 or more in the first and second sentence. The rest applies to orders of \$200.00 or less. Therefore, inside delivery charges apply on purchase orders totaling \$200.00 or less. Orders \$200 or more are not subject to delivery charges.**