Click the arrow ▶ next to the RFP title to expand.

RFP 2650 Simulation and Training for Public Safety

Q:	May a vendor include online and digital training platforms and curriculum relevant to higher education and K-12 entities in Category 5?
A:	Online and Digital Training Platforms and Curriculum — is intended to cover platforms and content that serve public safety personnel, as reflected in the category description ("wellness programs for public safety personnel," etc.) and the overall scope of this RFP. Proposers whose platforms serve public safety roles within higher education or K-12 settings may include those offerings to the extent they are responsive to the RFP's public safety focus. General academic curriculum for higher education or K-12 that does not directly support public safety training falls outside the scope of this solicitation and should not be included in Category 5.

Q:	The proposed solution is provided as a cloud-based, multi-tenant SaaS subscription rather than as goods. Does the LOC anticipate incorporating the Vendor's standard terms of use or SaaS agreement into the Master Price Agreement, particularly with respect to platform access, licensing, service delivery, data protection, and related commercial terms?
A:	In Attachment B, Section 8.0 of the RFP, proposers may include and T&C's that are required for purchase. Those T&C's can be included in Attachment G of the Master Price Agreement.

Q:	Section 4.4 requires that all exceptions be listed under the heading "Exception to the Solicitation, RFP Number 2650," and reserves the LOC's right to reject exceptions or render a proposal non-responsive. Can the LOC confirm that a Proposer's submission of its standard SaaS terms as a listed exception will be treated as a matter for negotiation rather than as a basis for a determination of non-responsiveness?
A:	Yes. Exceptions listed in accordance with Section 4.4 will be considered by the LOC. The LOC reserves the right to accept, reject, or enter into negotiation on any exception.

Q:	The proposed solution is typically provided as an annual subscription, invoiced and payable at the beginning of each contract year. Can the LOC confirm whether this pricing and payment structure is acceptable for Participating Agency orders placed under the Master Price Agreement?
A:	Yes. The RFP permits firm fixed pricing under Section 2.3.1(B), and annual subscription pricing payable at the beginning of each contract year is an acceptable fixed-price structure for SaaS-based offerings. Proposers should clearly describe their subscription pricing model.

Q:	Section 3.3.1 states that indemnification will be as specified in the Master Price Agreement, without stating the anticipated terms. Does the LOC anticipate including commercially standard limitations on liability and indemnification in the final agreement? Specifically, would the LOC consider: a reasonable cap on liability based on a multiple of fees paid (e.g., preceding 12 months), and standard exclusions (e.g., intellectual property infringement, fraud, gross negligence, or willful misconduct)?
A:	Section 3.3.1 provides that indemnification terms will be specified in the Master Price Agreement, which is finalized through post-award negotiation. The LOC is open to discussing commercially standard indemnification provisions during that process. The LOC makes no commitment to particular indemnification terms at this stage of the procurement.

Q:	Section 3.3.2 requires insurance and additional insured and waiver of subrogation endorsements but does not state minimum limits. Can the LOC confirm: the required minimum limits for Commercial General Liability, Commercial Umbrella, Automobile Liability, and Workers' Compensation / Employer's Liability, and whether Automobile Liability and Commercial Umbrella coverage are applicable where no vehicles are used, and no hazardous substances, materials, or wastes are transported, in the performance of the services?
A:	The RFP does not prescribe specific minimum dollar limits for insurance coverage, as requirements will vary based on the nature of the services provided. Proposers should submit insurance coverage commensurate with the scope and risk profile of their offering. For Proposers providing purely cloud-based SaaS services involving no vehicle use and no transport of

	hazardous materials, Automobile Liability coverage may not be applicable; Proposers should note this in their proposal.

Q:	Section 1.3.3 requires payment of a 2% contract administration fee on actual net sales, which may not be listed as a separate line item. Can the LOC confirm the basis on which the fee is calculated, specifically the treatment of: sales, use, and similar taxes; third-party or pass-through content licensed from other providers, and implementation and professional services fees?
A:	The 2% contract administration fee is calculated on "Net Sales," which the NPPGov Vendor Administration Agreement defines as gross sales for products and services under the Master Price Agreement, less returns, taxes, credits, and shipping costs. With respect to third-party or pass-through content and implementation or professional services fees: to the extent those amounts are invoiced to Participating Agencies as part of a transaction under the Master Price Agreement, they fall within "gross sales for products and services" and are subject to the fee. Proposers who believe a specific carve-out is warranted for particular fee types should raise that during the NPPGov Vendor Administration Agreement negotiation process.

Q:	Section 1.3.2 permits each Participating Agency to request modification of the Master Price Agreement and to request additional legal and procedural provisions. Can the LOC confirm that such modifications are negotiated solely between the Participating Agency and the successful Proposer, and that a Proposer may decline terms it is unable to accept without breaching the Master Price Agreement or affecting its standing with the LOC or NPPGov?
A:	Yes, consistent with Section 1.3.2, any modifications to the Master Price Agreement requested by a Participating Agency are to be negotiated directly between that Participating Agency and the successful Proposer.

Q:	Section 5.4 provides that neither party shall assign the Agreement in part or in total. Would the LOC permit assignment in connection with a merger, acquisition, or sale of substantially all assets, or to an affiliate, upon written notice to the LOC?
A:	The LOC recognizes that corporate transactions such as mergers, acquisitions, and affiliate transfers are common in the technology industry. The LOC is willing to consider including limited assignment provisions in the Master Price Agreement, post-award, that would permit assignment to a successor entity or affiliate upon advance written notice to the LOC and subject to the LOC's reasonable approval, provided that the assignee agrees in writing to be bound by all terms of the Master Price Agreement.

Q:	Section 3.1 provides for a four-year term with a possible one-year extension, and Section 2.3.1(B) requires that contingencies for economic price adjustment be identified in the proposal. Can the LOC confirm whether an annual adjustment capped by reference to a published index (e.g., CPI-U) or a stated not-to-exceed percentage is acceptable, in lieu of documenting manufacturer, labor, or material cost increases for each adjustment?
A:	Yes. Section 2.3.1(B) requires that contingencies for economic price adjustment be identified in the proposal. An annual price adjustment mechanism tied to a published index such as the CPI-U, or a stated not-to-exceed percentage, is an acceptable method of identifying an economic price adjustment contingency, and the LOC will consider such mechanisms during evaluation and in finalizing the Master Price Agreement.

Q:	Section 4.1.3 provides that all responses become the property of the LOC and that Proposers should mark trade secret and exempt material, and Section 11.0 of the Proposer Profile Workbook requests identification of confidential or proprietary information. Can the LOC clarify the process by which marked pricing and other commercially sensitive material will be handled in response to a request under the Oregon Public Records Law, including whether the Proposer will receive notice and an opportunity to object prior to disclosure?

A:	When the LOC receives a public records request, the LOC will review the proposal and withhold any information that has been properly marked as confidential, proprietary, or trade secret in accordance with Section 4.1.3 of the RFP and Section 11.0 of the Proposer Profile Workbook. Proposers should be aware that pricing and other information incorporated into the Master Price Agreement — as a publicly executed contract — will be a matter of public record and cannot be withheld based on a confidentiality designation.

Q:	Given the SaaS delivery model, how should Proposers address Attachment D's freight/delivery and Exhibit 1's retail/distribution/service-location table, which appear written for physical goods?
A:	The LOC acknowledges that Attachment D and Exhibit 1 were designed with physical goods delivery in mind and may not map precisely to a SaaS delivery model. Proposers should indicate that services are delivered electronically via cloud-based platform access, that no freight or shipping costs apply. Indicate "N/A — Cloud-Based Service Delivery" when applicable.

Q:	Section 3.3 identifies required insurance coverages, but we were unable to locate specific minimum coverage limits. Could you please confirm the required limits for each applicable coverage?
A:	That is correct; the RFP is silent on coverage limits. Coverage minimums should be appropriate coverage consistent with industry standards for public agency contracts of this type.

Q:	Are Certificates of Insurance, Additional Insured endorsements, and waiver-of-subrogation endorsements required with the proposal submission, or only from a successful proposer as a condition of award?
A:	Insurance certificates, Additional Insured endorsements, and waiver-of-subrogation endorsements are not required with the proposal submission.

Q:	For purposes of Section 3.3, would insurance placed through an authorized surplus-lines carrier satisfy the requirement that coverage be provided by a company licensed or authorized to do business in Oregon, subject to LOC approval?
A:	Yes, a surplus-lines carrier can satisfy Section 3.3.2, provided it meets the RFP's stated alternative standard. The section reads: "In lieu of State of Oregon licensing, the stipulated insurance may be purchased from a company or companies that are authorized to do business in the State of Oregon, provided that said insurance companies meet the approval of the LOC."

Q:	Vendor is a SaaS provider with published subscription rate cards rather than a catalog of physical products. May our published subscription rate cards serve as our “catalog or retail store price” for purposes of Attachment D, Option A, with a fixed percentage discount applied to those rates?
A:	For a SaaS provider with no physical product catalog, published subscription rate cards represent the functional equivalent of a "published price list" or "catalog." Proposers in this position should clearly identify their rate card as the reference price list, apply a stated percentage discount to those rates for each applicable product category in the Attachment D table, and note in their proposal that their pricing structure is subscription-based.

Q:	Vendor is an Ohio-based proposer providing cloud-hosted software and related services. Could you please clarify what reciprocal preference percentage, if any, LOC would apply to an Ohio resident proposer when evaluating RFP 2650?
A:	Oregon's in-state preference under ORS 279A.120 is a tie-breaker, not a defined percentage, so there is no quantified figure that triggers a reciprocal calculation against an Ohio-based proposer.

Q:	We noticed Attachment C includes physical equipment such as mobile training units, shooting ranges, and smoke generation systems. We are a software company offering a cloud-based training platform for Categories 2, 3, 5, and 8. Is the LOC open to software-only proposals, or are physical products expected for a complete response?
A:	Yes, software-only proposals are acceptable. Attachment C explicitly states: "Proposers are not required to respond to all categories. Proposals will only be evaluated based on the categories to which they respond."

Q:	Section 12.0 requires certification of BABA compliance. Does this apply to software and SaaS solutions, or is it limited to physical goods and construction materials? We want to make sure we respond appropriately.
A:	Section 12.0's important qualifier: "as they may apply." For a cloud-based SaaS product, BABA requirements are generally not applicable. We recommend certifying "Yes" and including a brief note in your proposal clarifying that your product is a cloud-based SaaS solution and that BABA requirements, to the extent applicable, are met.

Q:	The RFP mentions Canada as part of the potential market. Our product is hosted in the United States. Is hosting location a concern for Participating Agencies, or are there specific data privacy requirements we should be aware of?
A:	The RFP does not contain any specific data residency, data privacy, or hosting location requirements, and LOC would not be positioned to speak to the requirements of individual Participating Agencies.

Q:	We plan to serve Washington institutions if awarded. Are there any additional Washington-specific procurement requirements we should account for beyond the WIPHE form?
A:	There are no additional Washington-specific procurement requirements embedded in the RFP itself beyond completing and returning the WIPHE form with your proposal.

Q:	We understand Option A (percentage off catalog pricing) is the preferred approach. Our product is a subscription-based SaaS offering, so Option B (fixed pricing) is a better fit for us. Is Option B acceptable? If so, is there any specific justification you need beyond what we include in our proposal?
A:	Option B is explicitly permitted. For a subscription SaaS product, this is a straightforward justification — catalog/list pricing with a percentage discount doesn't translate to a subscription model the way fixed per-seat or per-agency pricing does.

Q:	The questionnaire in Attachment B asks about a national sales force and distribution network. Since our product is cloud-based, we can serve agencies anywhere with an internet connection. Would you consider that sufficient to meet the national presence requirement, or do you need to see something more specific?
A:	Section 1.4 explicitly states: "This requirement shall not exclude local Proposers without a national presence that are capable of meeting the requirements of the LOC within the state of Oregon." A cloud-based software company can reasonably claim national coverage — the key questions in Attachment B ask whether you have a national sales force adequate to meet multi-agency demands, a national distribution network, and the ability to provide product availability nationally in a timely manner.

RFP 2655 Industrial Gases, Welding and Safety Supplies

There have been no questions received to date.

RFP 2660 Aquatic Supplies, Equipment, and Facility Operations

There have been no questions received to date.

RFP 2665 Weapons Detection Screening and Surveillance Systems and Services

There have been no questions received to date.

RFP 2670 Government Courier, Shipping, Delivery, Express Delivery, Freight, Logistics, and Secure Transport Services

Q:	Can a company submit as a regional provider covering primarily Washington and Oregon, rather than nationwide?
A:	Yes, per Section 1.4: The LOC may solicit proposals from qualified local companies with or without a national and /or Canadian presence provided that the successful Proposer is able to provide the LOC with the products and services requested.

Q:	Can we submit only for the service categories we currently provide, rather than all categories listed in the RFP?
A:	Yes, per Attachment C: Proposers are not required to respond to all categories.

Q:	For Attachment D pricing, are you looking for our standard regional rate structure by service/vehicle type, or fixed rates for each category?
A:	Proposers may present pricing in the format that best represents their service offering, consistent with the methodologies described in Attachment D (fixed discount off published list price, firm fixed pricing with economic adjustment, or a combination thereof). Proposers are not restricted to the example format shown in Attachment D and may structure their pricing schedule in whatever manner most clearly communicates their offering.

Q:	If awarded a Master Price Agreement, how do participating agencies typically request services from awarded contractors? For routed or scheduled work, would the specific scope of work be provided by the participating agency when they request service?

A:	The most common way participating agencies request service is though the vendor’s offer page on nppgov.com. Regarding the specific scope of work question, that is something better answered by the Business Development team during onboarding which occurs after the award.

RFP 2675 Government Fleet Vehicles, Charging, Equipment, Parts, Maintenance, Telematics, Software, and Fuel Services

Q:	On page 21, clause 12.0 it mentions “Proposer certifies and agrees to abide by all applicable BABA national and local regulations as they may apply in order to contract with the lead and/or participating agency”. Can you please confirm that there is a BABA requirement for manufacturers bidding in this tender?
A:	The phrase "as they may apply" is intentional — BABA applicability depends on whether a participating agency is using federal financial assistance to fund their specific purchase. Because funding sources vary by agency and transaction, each proposer is responsible for independently determining their BABA obligations. We encourage you to consult with legal counsel before submitting a proposal.

Q:	If it’s a Canadian manufacturer, that doesn’t manufacture in the US and the components aren’t sourced in the US, would this BABA clause in this RFP exclude from participation in such a bid?
A:	A manufacturer that does not final-assemble in the United States and whose components do not meet the 55% domestic cost threshold would not meet BABA requirements — but only where BABA applies. As noted previously, BABA is triggered only when a participating agency uses federal financial assistance. Transactions funded with state or local funds are not subject to BABA, nor are purchases by Canadian agencies under this contract. This RFP does not categorically exclude Canadian manufacturers. Your ability to participate in any specific transaction will depend on that agency's funding source and your product's compliance status at the time of contract.

Q:	Is the League of Oregon Cities (LOC) tax exempt?

A:	Yes, LOC is tax-exempt.

Q:	What is the minimum warranty?
A:	The RFP does not specify a minimum warranty requirement. Proposers should include their standard warranty terms in their proposal.

Q:	Will LOC accept a proposal under Category 5 that is expressly limited to a defined regional sales and service territory, such as Washington, Oregon, and Idaho, where the Proposer does not intend to provide products or services nationwide?
A:	Yes, LOC will accept a geographically limited proposal for Category 5. The RFP expressly contemplates local and regional proposals (Sections 1.4 and 1.5; Attachment E, Step 1 Evaluation).

Q:	If LOC accepts a geographically limited proposal and resulting award, does the requirement to make the same proposal terms and pricing available to Participating Agencies apply only to Participating Agencies located within the Proposer's awarded geographic territory?
A:	Confirmed. If a Proposer receives a geographically limited award, the requirement to make the same proposal terms and pricing available to Participating Agencies (Section 1.3.1) applies only to Participating Agencies located within the Proposer's awarded geographic territory.

Q:	May a Proposer satisfy its installation, construction, warranty, maintenance, and service coverage through a combination of the Proposer's own personnel, named licensed subcontractors, and manufacturer-authorized service providers, provided the Proposer remains responsible for performance under the Master Price Agreement? For purposes of the Coverage evaluation, may the capabilities and locations of these resources be included in the Proposer's stated coverage?

A:	Yes. Proposers may satisfy installation, construction, warranty, maintenance, and service obligations through a combination of their own personnel, named licensed subcontractors, and manufacturer-authorized service providers, provided the Proposer remains the prime contractor solely responsible for performance under the Master Price Agreement.

Q:	Where warranty and corrective maintenance are provided through a manufacturer's authorized service-provider network, must each individual service provider be identified in the proposal, or may the Proposer describe the manufacturer's authorized service network and geographic coverage if individual providers may change during the Master Price Agreement term?
A:	Proposers are not required to individually identify every authorized service provider at the time of proposal where warranty and corrective maintenance are delivered through a manufacturer's authorized service-provider network. Instead, Proposers may describe the manufacturer's authorized service network, the geographic scope of coverage, the process by which authorized service providers are engaged, and the mechanism for locating providers (e.g., manufacturer's dealer/service locator).

Q:	For site-specific EV charging construction where quantities, plans, site conditions, utility requirements, and civil scope are not known at the time of proposal, will LOC accept a pricing schedule consisting of equipment catalog discounts, fixed standard service prices, regional construction labor rates, and defined material and subcontractor pricing methodologies, with each Participating Agency receiving a site-specific firm-fixed or not-to-exceed turnkey quotation after site assessment? Please confirm that a single percentage discount on the total turnkey construction price is not required.
A:	Confirmed. A single fixed-percentage discount applied to a total turnkey construction price is not required for Category 5 proposals. Proposers are welcome to submit whichever pricing structure best represents their business model and the nature of their Category 5 offerings. Regardless of

	the structure chosen, Proposers must clearly describe their complete pricing methodology.

Q:	Please confirm that site-specific electrical and civil construction associated with EV charging infrastructure—including electrical site preparation, trenching, conduit, conductors, electrical distribution equipment, equipment foundations, restoration, EVSE installation, and commissioning—is intended to be within the competitively awarded scope of Category 5 when priced in accordance with the Proposer's awarded pricing schedule and methodology.
A:	The complete scope of site-specific electrical and civil construction associated with EV charging infrastructure is within the intended scope of Category 5, including but not limited to: electrical site preparation, trenching, conduit and conductors, electrical distribution equipment, equipment foundations, site restoration, EVSE installation, and commissioning—when priced in accordance with the Proposer's awarded Category 5 pricing schedule and methodology.

Q:	Does LOC intend that Category 5 awards may be used by eligible Washington public agencies to procure EV charging installation and associated public works pursuant to Washington's cooperative purchasing authority, including RCW 39.34.030(5)(b), without conducting a second competitive solicitation where the Participating Agency determines that all applicable statutory requirements have been satisfied? If so, will LOC make available the solicitation, public-notice documentation, award documentation, applicable intergovernmental/cooperative purchasing agreement, and other procurement records necessary for a Washington Participating Agency to document its use of the Master Price Agreement?
A:	As stated in Section 1.5 of the RFP, it is LOC's intent that Participating Agencies may purchase directly from successful Proposers without the need for a second competitive solicitation. However, each Participating Agency is solely responsible for determining, with the advice of its own legal counsel, whether its use of the Master Price Agreement complies with all applicable

	state and local procurement laws. LOC will make available, upon request, all relevant procurement documents relating to the RFP to any Participating Agency.

Q:	Attachment G addresses Washington Institutions of Public Higher Education purchasing "items" under the resulting contract. Please confirm whether a WIPHE contract resulting from this solicitation may also be used for Category 5 services, including site assessment, electrical site preparation, construction, EVSE installation, commissioning, warranty, and maintenance services, in addition to equipment purchases.
A:	The term "items" in Attachment G is intended broadly to encompass all products and services included in the Proposer's awarded scope under this solicitation. However, whether a WIPHE institution may use the resulting contract for any particular products or services—including Category 5 services—is subject to each participating agency's own legal review and procurement authority under applicable Washington statutes.

Q:	May a Participating Agency using the Master Price Agreement impose project-specific legal and procedural requirements applicable to public works—including prevailing wage, certified payroll, responsible-bidder requirements, bonding, retainage, apprenticeship requirements, permitting, and similar statutory requirements—without such requirements being considered a material modification of the Master Price Agreement?
A:	Yes. Participating Agencies may impose project-specific legal and procedural requirements applicable to public works without such requirements constituting a material modification of the Master Price Agreement. These requirements arise from applicable law rather than from changes to the Master Price Agreement's pricing or general terms, and are consistent with Section 1.3.2's provision allowing Participating Agencies to add 'additional legal and procedural provisions' consistent with their local and state law.

Q:	Please clarify the calculation of the 2% Contract Administration Fee for turnkey construction projects. Does "actual net sales" include all amounts invoiced to a Participating Agency, including subcontracted construction, freight, permits and inspection fees, utility charges, bonds, project-specific insurance, taxes, and other third-party or pass-through costs? Please identify any amounts that are excluded from the fee calculation
A:	The NPPGov Vendor Administration Agreement (VAA) applicable to this solicitation defines 'Net Sales' as: 'the gross sales for products and services to Members and other Participating Agencies directly related to the Master Price Agreement, less returns, taxes, credits and shipping costs. Regarding construction-specific pass-through costs for Category 5 turnkey projects, these items are not expressly addressed in the current VAA definition of Net Sales. LOC notes that the VAA is subject to negotiation prior to execution with any successful Proposer, and the treatment of specific construction pass-through costs may be addressed through that process.

Q:	For construction and maintenance services priced using regional labor rates, may contract rates be adjusted during the Master Price Agreement term based on documented changes in collective bargaining agreement wages and benefits, prevailing-wage requirements, statutory payroll costs, or other labor-cost changes pursuant to Section 2.3.1? If so, please confirm the documentation and approval process.
A:	Yes. Consistent with Section 2.3.1, Option B, labor rates for construction and maintenance services may be adjusted during the Master Price Agreement term based on documented changes in collective bargaining agreement wages and benefits, prevailing wage determinations, statutory payroll costs (e.g., workers' compensation rate changes), or other documented mandatory labor-cost changes beyond the Proposer's control.

Q:	Does LOC intend Category 5 to include professional engineering and design services directly associated with EV charging infrastructure projects, or should such professional services be separately procured by the Participating Agency where required by applicable state or local law?

A:	Category 5 includes 'charging station installation and electrical site preparation' and 'related accessories and services.' LOC intends Category 5 to encompass professional engineering and design services that are directly associated with and integrated into a Proposer's EV charging infrastructure offering. Proposers may include such services within their Category 5 proposal scope and pricing.

Q:	For purposes of the Oregon preference for services performed within the state, will installation or other services performed in Oregon by a Proposer's Oregon-based or Oregon-licensed subcontractor be considered "services performed within state" for purposes of the applicable preference?
A:	For purposes of the Oregon in-state services preference under ORS 279A.128 (Section 5.1.1.1 of the RFP), LOC will consider services physically performed within the State of Oregon to qualify as 'services performed within state,' including services performed by an Oregon-based or Oregon-licensed subcontractor, provided the Proposer identifies the subcontractor and the Oregon-based services in its proposal.

Q:	In Section 12.0 of Attachment B, the requirement states: BUILD AMERICA, BUY AMERICA: Proposer certifies and agrees to abide by all applicable Build America, Buy America (BABA) national and local regulations as they may apply to contract with the lead and/or participating agency. However, the RFP references potential work with Canada and the ability to use Canadian references. Can LOC confirm the specific BABA regulations and how this will be evaluated in the proposal response if the bidder cannot outwardly confirm compliance with BABA now but can negotiate on a contract by contract basis with participating agencies? If this a mandatory requirement?
A:	The certification in Attachment B Section 12.0 commits Proposers to comply with BABA requirements "as they may apply.” BABA is triggered by a participating agency's use of federal financial assistance for covered

	infrastructure projects — not by use of this cooperative contract alone. Proposers may make this certification in good faith without confirming upfront that every future order will be subject to BABA. The RFP's allowance of Canadian references does not modify or waive BABA requirements on U.S. federally-assisted projects. This certification is not a pass/fail evaluation criterion; it is a compliance commitment that becomes operative when applicable law is triggered. Participating agencies retain responsibility for determining BABA applicability on their specific orders.