



State of Delaware

Government Support Services

Copier and Multi-Function Printer

Request for Proposal

Contract Number GSS-MU-08-091-VM

Vendor Questions & Answers

February 15, 2008

Questions Due: February 12, 2008

Response due: February 15, 2008

Vendor Questions and Answers

Question	Section	Question and Answer
#1	Page 3, Item 1	<p>Competitive Sealed Proposals: States that the state may conduct discussions with offerors concerning technical and price aspects of their proposals... compare the different price, quality and contractual factors of the proposals submitted.” In conjunction with section 51 where state that acceptance of exceptions are in the state’s discretion , will the state consider exceptions? Is it possible that an offerors could submit exceptions, and the state accepts the offer and disregards the exceptions? Under these conditions, would the offeror be obligated to perform? It is important to understand the state’s latitude with exceptions. What does the state anticipate?</p> <p>Depends on the exception / Yes, I would allow exceptions. But, please be advised that the state will remain in a position of favorability.</p>
#2	Page 4, Item 6	<p>Must a vendor respond to all Options—A, B, and C in order to be considered for award?</p> <p>The State of Delaware preference to award to one prime vendor however multi-awards maybe made according to band or other criteria should the leading proposal not be competitive in one or more particular areas.</p>
#3	Page 4, Item 7	<p>Please explain why you have a firm price for shipping for years that may exceed the contract period. For example, the Copy Centers state that the firm price for shipping is 5 years. Once the copier is shipped, why would there be a firm shipping price required?</p> <p>Shipping costs will need to be figured into the final cost for each copier. For the duration of the contract when the contract is up for renewal the Vendor can ask for a Price Adjustment not to exceed the Urban Consumers Price Index (CPI-U)</p>

Question	Section	Question and Answer
#4	Page 4, Item 10.	What does the State advise as a the value (dollar amount) for the performance bond since the award will be an indefinite quantity contract? The value of the contract per one contractual year is \$2.3 million. Your agency would be required to carry a bond worth \$2.3 million dollars per year.
#5	Page 6, Item 15	During periods of force majeure does the State continue to make payments on installed orders? No
#6	Page 10, Item 20.	Will the State be using credit cards for lease payments, maintenance as well as purchases? Yes
#7	Page 12, Item 29	Termination for Convenience. Is the vendor entitled to any damages if the agency cancels for convenience? May we charge an early termination penalty? No
#8	Page 13, Item 29 (a) and (b)	Termination for Cause, and Termination for Convenience. Does termination of P.O.s affect leases already in place? No, the termination for cause relates non-compliance. Termination for convenience relates to emergency matters of poor performance from the vendor in performance of the contract.

Question	Section	Question and Answer
#9	Page 13, Item 29	<p>Has the State terminated a contract for convenience or cause? If so, how many machines were cancelled, and for what reason(s)?</p> <p>To the best of my knowledge, The State of Delaware has not cancelled a contract for convenience; however the State did cancel a contract for reasons related to failure to comply with contract related matters to service, and delivery of copiers.</p>
#10	Page 16, Item 42	<p>The section sets forth the agencies responsibilities. In light of the fact that there are numerous performance and contract remedies, including an insurance bond, that inure to the benefit of the state, will the state accept conditions of default and associated remedies that protect the vendor?</p> <p>The State will not subject itself to a lesser in rendering a contract to a vendor.</p>
#11	Page 16, Item 45	<p>Assignment, specifies that assignment requires consent in writing from the unless agreed to in writing. Typically, manufacturers have 3rd party funding sources. If an offeror submits an offer, under the presumption that the state will provide written assignment, and the state does not grant permission, then the offeror is left in a position where it is negatively impacted. Will the state allow assignment?</p> <p>The State will allow for 3rd parties as long as the vendor ensure full and sole responsibility of that 3rd party.</p>

Question	Section	Question and Answer
#12	Page 18, Item 56	<p>Warranty- Please explain this paragraph. Does this simply mean that if the item does not print, copy, etc according to our specifications that we have to replace it? If so, after what time period and how many service calls? Also, the second sentence in this paragraph does not have to do with a warranty. If we initially set the machine up according the agency’s specifications and needs, and then those needs change, we should not have to reconfigure the system at our expense. If this involves the agencies network or changes to it, we should not have to reconfigure at no charge. Please revise this paragraph to explain what you mean by a warranty, and to remove the requirement to reconfigure a machine at no charge.</p> <p>This is referring to the Manufacturers Warranty. Depends on severity of repairs. If an agency orders the wrong copier the contractor will not be responsible for the reconfiguration.</p>
#13	Page 18, Item 57	<p>When will the specific contractual terms be defined and given to the vendor regarding liquidated damages and provisions for non-performance?</p> <p>This would be computed when non-performance is determined.</p>
#14	Page 18, Item 57	<p>Under Penalties of the RFP states that “In order to satisfactorily adjust the damages which the State of Delaware may suffer on account of the contractor’s failure to deliver equipment and supplies according to the delivery requirements set forth herein (the parties hereto realizing that it might be impossible to compute accurately or estimate the amount of such failure) the contractor hereby covenants and agrees to pay the State of Delaware, for liquidated damages, without proof of actual or specific loss.” Would the State of Delaware accept a no charge loaner in lieu of penalties?</p> <p>Yes</p>

Question	Section	Question and Answer
#15	Page 18, Item 58	<p>Please define the term “offshore” activity? Does this include service dispatch, billing, product manufacturing, help desk services, etc.</p> <p>No “offshore” activity is to be executed, this includes service dispatch, billing, help desk services, etc. (product manufacturing is not included)</p>
#16	Page 19, Item 57	<p>Will the state accept a rebate (using the same liquidated damages penalty formula), rather than offsetting the payment?</p> <p>The State's position is to continue to offset payment.</p>
#17	Page 19, Item 60	<p>Under Contract Documents of the RFP states that “The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware’s RFP, Vendor’s response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.” This particular subject matter has been referenced in Item 44 on page 15 and also in Item 69 on page 22. Which Item regarding Contract Documents should prevail?</p> <p>The purchase order is the contract between the agency and the awarded vendor.</p>
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#18	Page 20, Item 63	<p>Under Production Environment Requirements of the RFP states that “The State of Delaware requires that all hardware, system software products, and application software products included in proposals be</p>

		<p>currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.” Would the State of Delaware entertain Oce products that have been introduced within the last six months?</p> <p>Yes, as long as the copier IT features meet the demands of networking, and functionality.</p>
#19	Page 27, Item 79	<p>Contract Transition. There are conflicting sections within this clause that require vendors to perform work for periods of 90, and 120, days after contract expiration. Which is correct?</p> <p>90 days</p>
#20	Page 30, Item 83	<p>24/7 service. This type of service is expensive. Are we allowed to quote a separate charge for this service? If not, we will have to average it into the normal service coverage, which will increase costs to agencies not requiring this service.</p> <p>You may provide additional quotes for copiers that will be placed in 24/7 facilities.</p>

Question	Section	Question and Answer
#21	Page 30, Item 83ii	<p>Section II of the RFP states that “For placements in State facilities that operate 24 hours/day, 7 days/week, a 24-hour customer service/maintenance contact is required when indicated on the purchase document.”</p> <p>Does this statement require Oce to have a trained technician on call 24 hours/7 days/week or will a customer service representative be acceptable during the weekend hours? Will an addendum be issues to reflect the response at the pre-bid conference that copiers can be quoted with 24/7 service options?</p> <p>A trained technician must be available for facilities that operate 24/7, these copiers can be quoted with the 24/7 maintenance service fee.</p>
#22	Page 31, Item 83	<p>The state requires a 24 hour customer service/maintenance contact when indicated on the purchase document for facilities that operate 24 hours/day, 7 days/week. Does this mean two types of service 24/7: customer service and maintenance. Does the state require an on-site dedicated technician?</p> <p>A trained technician must be available for facilities that operate 24/7, these copiers can be quoted with the 24/7 maintenance service fee.</p>
#23	Page31, Item 86	<p>Delivery, Installation and Acceptance-Why does it state that the State assumes no financial responsibility to any entity other than the Contractor? The lessee will be financially obligated to a leasing company upon assignment (which is allowed with approval-page 15, Item 45- Assignment)</p> <p>The State of Delaware will be billed and will pay the prime vendor only. The contractor assumes responsibility for any subcontractor. The subcontractor must be named on the proposal and agreed upon by the Director.</p>

Question	Section	Question and Answer
#24	Page 31, Item 86	<p>“In no case shall delivery and installation be greater than thirty (30) days after receipt of order, unless the ordering agency agrees in writing to an extended delivery. Penalties are assessed beginning with day 31. Item 57 (page 18) state damages begin with day 46. Which is correct?</p> <p>Within 30 thirty for delivery of the copier and penalties will occur on the 31 day if copier is not on site.</p>
#25	Page 31, Item 87	<p>Removal of Equipment. It is unreasonable to expect vendors to remove equipment within 5 days of notification. Most States and the Federal Gov’t allow for 30 days, we request that this be changed to 30 days.</p> <p>This describes the removal of a bad machine that need to be replaced.</p>
Question	Section	Question and Answer
#26	Page 31, Item 87	<p>“All removal charges are the responsibility of the awarded vendor” .Does this apply to lease and rental units only?</p> <p>No this includes all copiers purchase, leased, and rental.</p>
#27	Page 32, Item 88	<p>Pricing Policy Options, Option A—Please reconsider allowing vendors to adjust pricing on add on accessories. If an agency elects to add an accessory 12 months into a lease, and the vendor based their monthly price on a commitment of 36 months, then the vendor will lose money on that accessory that is now going to be in place for only 24 months. A vendor should be able to adjust the price to reflect the time that the accessory is actually in place.</p> <p>The State of Delaware <u>will not allow contractors to bill</u> an add on for a 36 month commitment if added during the contract period. Contractor need to be aware of the business model conducting affairs of copier placements.</p>

#28	Page 32	<p>Rentals are month-to-month and can be cancelled with 30 days notice. Item 29b (Termination of P.O.'s) state that a 60 day notice is required. Which is correct?</p> <p>The 30 day notice is to cancel copiers that are already in place; 60 days is to cancel a purchase order for a new copier.</p>
#29	Page 32, Item 88	<p>Option A-36 Month Operating Lease- In the first sentence it states that the lease will have no residual or buyout obligation. The second paragraph of that same section asks for options at the end of the lease to extend, purchase at FMV or cancel. These sentences seem to contradict themselves. Please clarify.</p> <p>The State of Delaware has no obligation to extend beyond the 36 month lease term, but does have the option to extend the lease month to month, pursue a fair-market buy-out, or cancel within thirty (30) days written notice to vendor.</p>
#30	Page 32, Item 88	<p>Please define “unlimited” copies and “all inclusive” copies. Example: Machine A (model X) makes 1,000 copies in December 2008 and Machine B (model X) makes 10,000 copies in December 2008, will the total monthly payment be the same for both units? If so, please explain the table with indicates “pricing for copies over the allocated monthly volume”.</p> <p>Please allow for 15% overage on copies...</p>
#31	Page 33, Item C	<p>Option C, Monthly Rental—Do these placement need to be new?</p> <p>Yes</p>
#32	Page 34, Item 88	<p>Asks for 3 different pricing options. Are bidders required to bid all three options?</p> <p>No</p>

#33	Page 36, Item I(B)	<p>Guideline stipulates that vendors must respond to each requirement in the RFP. And, II (A) state that “Each offeror must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.” Vendor humbly asks, :what are the required components?”</p> <p>I will allow for modification of this requirement as long as the vendor explain the relational for the omission.</p>
#34	Page 38 & 55	<p>States that this bid is for black and white copiers only not color copiers. As I mentioned, we can provide the color mfp solution for bands 4 and 5 as outlined in the excel spreadsheet. Please clarify.</p> <p>As discussed at the pre-bid meeting on Thursday 07 Feb. 2008, and on Friday the 8th of Feb. 2008. I would like to see your options regarding your band 4 and 5 copiers. The State of Delaware would, however benefit from viewing your full range of band copiers.</p>
#35	Page 42, Basis of Award	<p>What is the role of the secondary winner if the “intent is to award this contract to one (1) offeror”? Could the award be spit by band?</p> <p>Regarding black/white and color copiers there could be two vendors, in that case both vendors are responsible for their awarded section.</p>
#36	Page 42	<p>What do you mean by accreditation status?</p> <p>Will be stricken from RFP</p>
#37	Page 44, Item 11	<p>Awards up to 15 points for “a copy of the authorized dealer’s certification”. How do manufacturers’ capture these points if such a certification is not required?</p>

		Manufacturers are utilizing authorized dealers for completing the RFP, who must be certified.
#38	Page 47	<p>General Cost Evaluation. The chart indicates that 495 (maximum) award points will be given in the cost evaluation, but item 8 in the evaluation criteria chart on page 44 indicates 90 points are awarded for cost. Which is correct?</p> <p>90 points for cost, the 495 is the total points for all criteria.</p>
#39	Page 48, Background	<p>The second paragraph states that Delaware has contract with Specialty Underwriters to provide alternative insurance based maintenance program. Will the vendor who is awarded this contract be required to allow agencies to utilize Specialty Underwriters? We have found this program to be unacceptable. Specialty Underwriters denies requests for service and parts replacement, and the copier does not function properly. Other states have found this program to be unsuccessful. Please change to state that it is the vendor's option to accept the Specialty Underwriters Program. If we own the equipment or are under uptime or warranty guarantees, we should be the entity deciding when service needs to be performed.</p> <p>Will be stricken from the RFP</p>
#40	Page 48	<p>States that you are anticipating renewing your existing lease for approx. 762 copiers for 3 additional one year periods. Are we providing pricing for replacement of these copiers or as a convenience contract?</p> <p>The bid is set to receive quotes for leasing and purchase of copiers.</p>
#41	Page 49	<p>Current Production Equipment – The fifth bullet advises that any substituted copier must meet the</p>

		<p>same speed band requirements as the discontinued model, have the same or faster speed and contain all features of the replaced copier. Will you consider changing the requirement to “the replacement model must meet all the minimum requirements for the speed band in which it is placed “?</p> <p>Yes, as long as the production capability are within range.</p>
#42	Page 50, Item d	<p>Item d Equipment Acceptance Date- As long as the equipment is new, in current production as new (not newly manufactured) what difference does the introduction date make? Many vendors will not be able to bid all categories because of this short window. We request that this be changed to 1/06.</p> <p>No, it assures that the equipment is new and the technology (IT) functionality is current.</p>
#43	Page 50, Item b	<p>Equipment Status. The bid document states new equipment only, but this heading allows “Remanufactured New” with a definition that follows that is for new only. Will the state remove all other manufacturing status, other than “New” from the bid?</p> <p>ONLY NEW EQUIPMENT</p>
#44	Page50	<p><u>Installation Procedures</u>, Which party (i.e. Winning vendor or State of DE) is responsible for software related implementation services (ie, loading drivers and software?)_Which party is responsible for connecting machines to the State of Delaware’s network?</p> <p>IT Departments of State of Delaware</p>
#45	Page 50	<p>Equipment Introduction Date, Would the State of Delaware be willing to relax the introduction date requirements for justifiable cause? For example,</p>

		September 2006 vs. January 2007? No, It assures that the equipment is new and the technology (IT) functionality is current.
#46	Page 50, Item d	Domestic introduction date. Requirement is for product with a domestic introduction date after 1/1/07. During the pre-bid conference, the state indicated this date would be revised to 1/1/06. Will this new date be included on an addendum to the bid? No, the date will remain the same of 1/1/07, the State will allow for equipment that was introduced as new for 2008
#47	Page 54	<u>Delivery.</u> Please explain the term “Fully operational at the time of delivery”. Does the unit have to be connected to the network (if applicable) to comply? No.
#48	Page 54, Item L	The bid states “Any work required to be performed after regular working hours or on Saturdays, Sundays or legal holidays, as may be reasonably required consistent with contractual obligations, shall be performed without additional expense to the state. In what cases would the State of Delaware be willing to pay for services during those designated times? No, however this means that the vendor must remain aware that 24 hour facilities will need service of copiers when service is required. The can create an on-call arrangement to service copiers on off hours basis.
#49	Page 61	<u>Scope of Work</u> What happens if a vendor cannot provide a product match for all bands? Will the vendor be disqualified from the award? Is there a requirement that the technology support 11/17 paper? If so, which bands?

		<p>The State of Delaware’s preference is to sole award this contract, multi-awards may be made accordingly to band or other criteria should the leading proposal not be competitive in one or more particular areas, all other things being equal. Band IV and above need to support 11/17 paper.</p>
#50	Page 85, Item C	<p>General-Emergency Termination of Contract-States that “due to restrictions which may be established by the United States Government on material or work, a contract may be terminated by the cancellation of all or portions of the contract. This is out of the vendors hands. Can we charge a liquidated damage?</p> <p>No, Federal Emergency supersedes.</p>
#51	Page 86	<p><u>Delivery, Installation & Acceptance</u>, Will the State of Delaware be willing to take responsibility if there isn’t adequate space or spacing issues at the delivery location?</p> <p>Yes, contractor must notify department prior to delivery.</p>
#52	Appendix A	<p>Will there be a pricing sheet distributed to the vendors to complete the rental pricing option?</p> <p>No, the state is not interested in month to month rental pricing</p>
#53	Appendix A	<p>Do the total volumes on the <u>Color Copier Maintenance Pricing</u> table reflect color and black and white prints together or just color?</p> <p>Both</p>
#54	Appendix A	<p>Are all features in the “category” column mandatory features or optional for all bands, ie 3-hole punch, fax, etc.).</p> <p>Yes</p>

#55	Appendix A	<p>Will the State of Delaware accept 38ppm vs. 40ppm copy speed as an option to achieve a more aggressive price point?</p> <p>Yes</p>
#56	General Questions	<p>Under the color copier requirements on Appendix A, do you require pricing for Bands 4 and 5 only?</p> <p>The State will accommodate optional color copiers outside the band 4 and 5 category of copiers. But, please be advised that the bands should remain within one category up and down.</p> <p><i>Example: Band 3-4 and 5-6</i></p>
#57	General Questions	<p>On your question and answer sheet from the meeting, I wanted to get further clarification on Question 1. Is Option C (month to month rental) on Page 32 mandatory or can we provide Option A and B only?</p> <p>Month to month pricing is mandatory to exhibit cost associated with copier placement only after the 36 month lease is over.</p>