



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

March 14, 2013

TO: ALL OFFERORS

FROM: REBECCA LOVIN  
STATE CONTRACT PROCUREMENT OFFICER II

SUBJECT: ADDENDUM TO REQUEST FOR PROPOSAL NO.: GSS13091-COPIER-PRI,  
COPIERS, PRINTERS AND MULTIFUNCTION DEVICES

**ADDENDUM #2**

**QUESTIONS AND ANSWERS  
&  
REVISIONS TO THE RFP**

**Offerors are advised that resultant from the mandatory pre-bid conference as well as the question and answer development, certain sections of the RFP has been revised.**

This ADDENDUM # 2 specifically identifies RFP revisions and provides answers to all questions submitted in writing as well as those questions presented at the mandatory pre-bid meeting.

**Section 1 - RFP REVISIONS**

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Offerors are advised of the following **revisions to the RFP** :

- **Appendix B** has been revised per the detail provided throughout this Addendum.
  - **REVISED Appendix B** can be found with all other documents for this Request for Proposal at <http://bids.delaware.gov>
    - **REVISED Appendix B must be submitted with a proposal**

- **RFP Section II.B.-BACKGROUND** is revised to read:

- **BACKGROUND:**

The State of Delaware currently contracts for ~~the fair market value lease~~ **operating lease** and outright purchase of multi-function devices. The current contract, GSS08091-COPIERS, is currently scheduled to expire April 14, 2013. The State will continue to issue payments to the current vendor for leases, maintenance and supplies related to existing equipment only. The State of Delaware also has a Equipment Maintenance contract available to provide an alternative insurance-based maintenance program for purchased equipment.

The current copier acquisition contract GSS08091-COPIERS may be viewed on the state's awarded contracts site at <http://contracts.delaware.gov/>.

- **RFP Section VI.B.25-REQUIRED REPORTING** is expanded to read:

- **REQUIRED REPORTING:**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested Vendors.

A Usage Report (Attachment 7) shall be furnished on the 15<sup>th</sup> (or next business day after the 15<sup>th</sup> day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Attachment 7) shall be submitted electronically in EXCEL and sent as an attachment to [vendorusage@state.de.us](mailto:vendorusage@state.de.us). It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 14 – Increasing Supplier Diversity Initiatives within State Government, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority and/or women owned business (MWBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the MWBE, MWBE contact information (phone, email), type of product or service provided by MWBE and any MWBE certifications for the subcontractor (State MWBE certification, Minority Supplier Development Council, Women's Business Enterprise Council).

2nd tier reports (if applicable) shall be submitted to the contracting Agency's Supplier Diversity Liaison found at [http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe\\_liaisons.xls](http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe_liaisons.xls) and the OMWBE at [vendorusage@state.de.us](mailto:vendorusage@state.de.us) on the 15<sup>th</sup> (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day

of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

○ **Reporting of actual meter readings is to be provided at least annually for all devices.**

**At a minimum, the report must include:**

- **Device serial number**
- **Actual Meter Reading**
- **Date of reading**
- **Average monthly volume**

● **RFP Sections VI.B.13-PRICES and Appendix A, Item 12-PRICING POLICY/OPTIONS**

○ Value Added Options are expanded to include:

- **Recycle Recovery Program – Awarded vendor(s) removes all full waste toner cartridges and expended toner cartridges .**
  - **Proposals are to include process flow from recovery of cartridges from using agency through ultimate disposition of the cartridges.**
  - **If available, proposals should include sample reporting of environmental impact based on actual recycle volumes.**
  - **Pricing for the Recycle Recovery Program is to be provided using Appendix B,**

● **RFP Section Appendix A, Item 12.c.- One-Time / Short Term 1 month operating lease is revised to read:**

- **One-Time/Short-Term” 1 month operating lease: - "All-in" dollar amount for a 1 month lease period by component – with no residual or buyout obligation to the State. This includes unlimited copies, all preventative maintenance and any other required maintenance, along with all supplies, including staples, but excludes paper.**
  - There shall be no underutilization or overage charge for copies/prints. The State seeks unlimited copies/prints for all devices. The State recognizes the maximum duty cycle of equipment and if Agency consistently exceeds this the State will evaluate right sizing equipment and move to a higher performing model.
  - Contractors shall not ship or install without both a properly executed purchase order and a formal recommendation form from CRMP.

- This is a “*SPECIAL APPROVAL*” option and no one-month placements may be made without CRMP involvement and approval.
- “New” units are not mandated under this “One-Time/Short-Term” section, however, devices must be the same make and model the offeror bid in their proposal and must meet Group requirements as listed in the Appendix B.

## Section 2 - Questions and Answers

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### 1. Will you accept a proposal with purchase only products?

Per APPENDIX A, SCOPE OF WORK:

Awards by brand/make, model and configuration will be made for categories/groups specified in Appendix B. Offerors must bid on all service categories/groups to be considered "responsive".

Proposals for purchase only would be considered responsive providing the Offerer responds to all groups. Purchase pricing submitted must include a Monthly Maintenance cost line (for the 36 month maintenance agreement).

### 2. Will you accept a proposal with different brands (possibly) for the different groups? For example – a Brother for Group 1, an OKI for the next group, assuming one might fit the group better.

There is nothing in the RFP that restricts an Offeror from proposing multiple brands.

### 3. Do you have the print speed that you need on each machine (pages per minute)?

RFP Group Categories are based on volume (Band sizing). Offerors are required to include print speed for the devices they are including in their Proposal on Appendix B under the Min. & Max Copies per Minute line.

### 4. Do you need any of the machines to be able to print on 11" x 17" paper?

Yes. Group 3 and higher should have 11x17 as a standard media size. We are interested in Group 1 and 2 having 11x17 if possible, but we understand that this is not a standard size for such small volume devices and it is not a requirement under this RFP. Appendix B has been revised accordingly.

**5. Is this a single or multiple award contract?**

Per RFP Section I.A.4. The Agency reserves the right to award this contract to more than one vendor.

**6. Is there no subcontracting? How do we do that with inventory?**

Subcontracting is not permitted for this contract. An awarded vendor may arrange delivery / pickup with a third party such delivery is not to be inclusive of installation. Installation must be done by the awarded vendor.

**7. What are top 2 or 3 things that the State likes and dislikes about the current contract?**

Like: Unlimited clicks, no subcontracting (single vendor for billing/customer service/ordering consumables/service maintenance) and current pricing.

Opportunities for improvement: improved ability to monitor device performance, mandatory reporting and required notifications to users 90 days prior to lease expiration and timely removal after lease expiration.

**8. If a manufacturer is bidding direct, they have to do it all?**

An offeror must be able to adhere to the terms and conditions as stated in the RFP. There is no subcontracting under this RFP.

**9. Are you open to new strategies to save money (i.e. managed print services)?**

The State is always receptive to value added opportunities and reserves the right to explore such opportunities with responsive and responsible offerors.

**10. Can you clarify cancel without cause?**

Termination of individual orders or purchase orders is addressed in RFP section VI.B.36  
Termination of contract is addressed in RFP section VI.B.37

**11. Please explain I Found It Cheaper**

I Found It Cheaper (IFIC) is a tool that facilitates communication of a potential opportunity to obtain a contracted item or service for a price more favorable than the contract price. IFIC submissions are carefully reviewed to ensure “apples to apple” comparison. All things being equal, if a non-contracted vendor can offer a better price, the vendor (s) on contract will be offered an opportunity to meet the better price. In the vendor(s) on contract declines to meet the lower price, Government Support Services has the ability of making provision for a one-time purchase outside of the contract.

**12. Do you want itemized pricing?**

Pricing is to be submitted by completing RFP Appendix B

**13. If somebody wants something in month 26, would the pricing be the same?**

It is assumed this question addresses the addition of optional equipment (“add-on”) to a device that is in the 26th month of a 36 month lease. The invoicing of such optional equipment is addressed in RFP Appendix A , Section 12 – PRICING POLICY/OPTIONS.

**14. Could there be overlap between the current contract and the new contract?**

Any equipment placed under the current contract, GSS08091-COPIER, will remain placed until the expiration of the 36 month lease.

**15. By the filling out of the spreadsheet, are you using that for pricing reference?**

There are multiple spreadsheets referenced in the RFP. It is assumed this question addresses Appendix B – Pricing Spreadsheet. Offeror pricing will be evaluated based on the content of the spreadsheet.

**16. How long has Canon been the current vendor?**

Canon has been the awarded vendor since 4/15/2008.

**17. Did Canon have the prior contract?**

No.

**18. Is this contract for color and black and white machines?**

Yes.

**19. Explain what is meant by all inclusive pricing.**

Pricing submitted by Offerors is to be all inclusive of the requirements in the RFP. No invoicing will be accepted beyond what an Offeror provides in Appendix B . It is the responsibility of an offeror to fully familiarize itself with all of the requirements established in the RFP.

**20. Is there any information on current equipment placements?**

A link is provided in the RFP to the State's contract directory. Further to that, we are here providing a link directly to existing contract [GSS08091-COPIER \(http://contracts.delaware.gov/contracts\\_detail.asp?i=493\)](http://contracts.delaware.gov/contracts_detail.asp?i=493) . Current equipment placement information is available under **Contract Usage Information**.

**21. You say you are eliminating printers, but printers are still named in the RFP title?**

The RFP title is designed to promote end user understanding of the capabilities of multi-function equipment covered by the contract. Additionally, the State recognizes that print devices are more than just copier, printer and fax devices with the current technologies available. It is our goal to drive industry interest to this contract in the best interest of the State of Delaware for placement of multi-function devices.

**22. Why are there multiple RFP's posted on the bid solicitation directory?**

The State utilizes the United Nations Standard Products and Services Code (UNSPSC) in the solicitation directory to enhance communication of public bidding opportunities. Currently the website allows for only one UNSPSC per listing. When multiple UNSPSC are applicable, a solicitation is listed under each UNSPSC. An offeror need only submit a single proposal.

**23. Do we only have to respond once even through the RFP is listed on the website multiple times?**

Yes, an offeror need only submit a single proposal.

**24. How many terminations for convenience have there been?**

To the best of our knowledge there have been no terminations of purchase orders for convenience relative to contract [GSS08091-COPIER](#).

**25. Is there a max on the band levels? How is it determined?**

For purposes of this RFP, the "Group's" listed in Appendix B are set at Optimum Monthly Copies. Offerors shall consider this the goal monthly average for this size device. This is not reflective of the Maximum Duty Cycle of a device which is very likely to be much higher. Placement of these devices will be based on the Agency's previous average monthly volume for 36 months and functionality capabilities needed of the device. Agencies are encouraged to average within 75% of the maximum average listed, but not more than 5%-10% over on average without CRMP and vendor review.

**26. If you are in a situation where printers are eliminated how do you know the right size for the ordering Agency?**

The CRMP works closely with the Agency or Departments to review business needs and goals for their daily practices. The CRMP also engages the Agency or Department to inquire of possible unit changes that would impact their print/copy production. The CRMP reviews individual printers being removed (reviews print speeds, volumes and and their purpose) with the Agency or Department to ensure that the new multifunction placement is adequate to meet their needs without going over the Right-Size goal of the new placement.

**27. Do one month rentals have to be a new machine?**

After further consideration, Government Support Services revises the requirements for “One-time/short-term” all inclusive 1 month operating lease under Appendix A, 12. PRICING POLICY/OPTIONS, to include the following:

- “New” units are not mandated under this specific section; however devices must be the same make and model the offeror bid in their proposal and must meet Group requirements as listed in the Appendix B.

**28. Will the website give me all of the information regarding the current contract?**

A link is provided in the RFP to the State’s contract directory. Further to that, we are here providing a link directly to existing contract [GSS08091-COPIER](#)

**29. Do you take into account needing to have a little more peripheral equipment to eliminate overuse of machines?**

The CRMP works closely with the Agency or Departments to review business needs and goals for their daily practices. The CRMP also engages the Agency or Department to inquire of possible unit changes that would impact their print/copy production. The CRMP reviews individual printers being removed (reviews print speeds, volumes and and their purpose) with the Agency or Department to ensure that the new multifunction placement is adequate to meet their needs without going over the Right-Size goal of the new placement.

Overutilization of multifunction units placed under the current contract has been **less than 1% of all placements** and in those instances, the CRMP engaged the agency to place support equipment as necessary to alleviate overutilization situations.

**30. How do you find underutilized machines?**

The CRMP works closely with the Agency or Departments to review business needs and goals for their daily practices. Agencies contact the CRMP for all concerns and issues regarding the

contract. Additionally, the CRMP works closely with the awarded vendor on any issues and concerns. Increased service/maintenance needs alert the CRMP and the awarded vendor to overutilization and/or review of the leased device average monthly usage as part of the standardized CRMP replacement review process indicates overages. This is extremely minimal and in most instances, the devices have underutilization.

For purposes of this RFP, the State is requesting annual reporting from the Vendor under B: GENERAL PROVISIONS, 25. REQUIRED REPORTING. There is an additional paragraph added in RFP Addendum 2 stating:

- An Annual Report will be submitted by the awarded vendor for all devices placed under this contract including the standard data required in the monthly mandatory usage report. Additional required information on an annual basis will include: total meter reading, date of meter reading , and average monthly volume.

**31. How do you deal with different paper sizes, especially for lower volume machines?**

Standard paper sizes anticipated on this contract are Letter/Legal/11x17 through 12x18 depending on the device. For Groups (1), (2) and (12) of Appendix B, we anticipate that 11x17 through 12x18 may not be available due to the limited size of the device. This is acceptable. We are satisfied with the paper sizes that our current contract devices produce. Please refer to the current contract for more information regarding our current options.

**32. What are the size requirements?**

This question is broad and we are unsure if you mean paper size or device size. Standard paper sizes anticipated on this contract are Letter/Legal/11x17 through 12x18 depending on the device. For Groups (1), (2) and (12) of Appendix B, we anticipate that 11x17 through 12x18 may not be available due to the limited size of the device. This is acceptable. We are satisfied with the paper sizes that our current contract devices produce. Please refer to the current contract for more information regarding our current options. Device size requirements are managed via Group “optimal monthly copies” listed in the Appendix B.

**33. Are we in competition with Canon?**

This is an open public proposal and the State of Delaware will consider **all** Responsive Bids submitted to ensure terms and conditions under the RFP have been met and offerors will then be reviewed per the Scoring and Criteria section of the RFP.

**34. With the current federal fiscal concerns, if the federal government moves forward with the current plan what will happen?**

It is not possible for the State to contemplate every conceivable scenario related to federal fiscal issues.

**35. What about programs such as Head Start that are hit with budget cuts, how do we deal with that if they no longer need the copier?**

Reference RFP Sections VI.B.36.c and VI.B.37.c. dealing with terminations for non-appropriations.

**36. Are you looking for a full cost analysis for the RFP response?**

No. Offerors should structure proposals to be responsive to the requirements, terms, and conditions established in the RFP. Pricing should be submitted pricing using Appendix B.

**37. We are not a copier dealer, can we bid separately for items?**

Per APPENDIX A, SCOPE OF WORK: Awards by brand/make, model and configuration will be made for categories/groups specified in Appendix B. An offerors must bid on all service categories/groups in order for its proposal to be considered responsive.

**38. It was stated that volume usages were on the website of the existing award. The only thing that we are able to locate shows dollar volumes per billing, but no page volume. I was under the impression that the page volumes were available based on the reports that you are gathering from the existing vendor. Please clarify.**

The information available under Contract Usage Information on the awarded contracts details page provides volume information with regard to the amount of placed equipment. It does not include equipment specific activity. Units are Right Sized and the volume range of devices on the current contract can be found in the existing contract [GSS08091-COPIER](#) .

Band sizes are listed as:

Band I	1000-5000
Band II	5000-10000
Band III	10000-20000
Band IV	20000-40000
Band V	25000-45000
Band VI	40000-60000
Band VII	50000-65000
Band VIII	65000-80000
Band IX	80000-90000
Band X	90000-100000

Under GSS13091-COPIER, the State of Delaware has expanded the range of devices to be available under contract.

**39. Please clarify the process for cleaning or removing the hard disk. Is the new vendor responsible for cleaning the existing equipment as it is removed or are they responsible for clearing the drive at the end of 36 months?**

Hard Drive Erase and Hard Drive Removal services are required under this proposal.

The equipment must have technician removable hard drives that include an obligation to leave the drive in the state’s possession at termination of the placement if so mandated by the state. The only exception to this is for Groups (1), (2), (3), (4), (12) and (13) as the devices that small may not come with hard drives. If those sized devices do not come with a hard drive, there must be “vendor provided” instruction on how to clear the memory of the device prior to removal from the State.

Prior to removal all hard drive memory must be erased and certificate given to State Agency or hard drive removed per Agency request under terms of this proposal.

Reference: Appendix A, SCOPE OF WORK, 38. HARD DRIVE ERASE AND HARD DRIVE REMOVAL of the RFP list the specification required for this service.

**40. Will the State allow for the vendor to install meter collection software on the network?**

This is a value added option the State is interested in exploring, though any such implementation would likely not be immediate. .

	Section	Page	Question
41	1A	3	In various sections the State refers to its request for “lease purchase,” “fair market value lease” (Page 5) and “operating lease” (page 22). Please confirm that the State’s intent is to enter into a fair market value lease, that state does not intend to own the asset at the end of the lease term and that there is no intent to perform a calculation to determine if the proposed lease prices are FASB 13 compliant with an operating lease.
	<b>Answer</b>		The reference to fair market lease in RFP Section II.B.-BACKGROUND, is incorrect. Fair market lease is stricken and replaced by operating lease. The State does not intend to own the asset at the end of the lease term unless the awarded vendor “abandons” the property after 60 days and does not take steps for removal in coordination with the CRMP.
42	III Y	10	Our company sells and services equipment through a direct sales network as well as through authorized dealers. Are those authorized dealers considered subcontractors for the purposes of the intended contract? Can those dealers invoice the State of Delaware or its polisubs?

	<b>Answer</b>		Under the scenario provided, authorized dealers would be considered subcontractors. Subcontracting is not permitted for this contract.
43	VI B 9	21	Does the Emergency termination of contract apply only to the contract or to individual leased units? Is the State willing to change the cancellation ability to include only non-performance or non-appropriation?
	<b>Answer</b>		Section VI.B.9. – Emergency Termination of Contract allows for termination of all or portions of the contract. The State is not willing to change cancellation ability to only non-performance or non-appropriation
44	VI B 13	22	Will the State be willing to amend its request for only new equipment for the “one-time/short term” all inclusive 1 month lease and allow the proposal of used or remanufactured equipment in this category?
	<b>Answer</b>		After further consideration, Government Support Services revises the requirements for “One-time/short-term” all inclusive 1 month operating lease under Appendix A, 12. PRICING POLICY/OPTIONS, to include the following bullet statement: <ul style="list-style-type: none"> <li>• “New” units are not mandated under this specific section; however devices must be the same make and model the offeror bid in their proposal and must meet Group requirements as listed in the Appendix B.</li> </ul>
45	VI B 25	26	For the monthly usage report, does the State expect to see each all inclusive monthly payment or can the vendor provide the total equipment funding amount at the start of a lease and only the maintenance and supplies portion of the invoices each month?
	<b>Answer</b>		A single listing for each placed piece of equipment is sufficient. There would be no maintenance or supplies invoicing as these are to be inclusive in the proposed pricing. The listing must remain on the report until the physical equipment is removed from the using agency’s facility
46	VI B 27c	27	What percentage of agencies and polisubs pay via P-Card?
	<b>Answer</b>		This information is not currently available.
47	VI B 36b; VI 37b	29; 30	We respectfully request that the State alter the Termination for Convenience language to limit termination of individual leased assets to non-performance and non-appropriation.
	<b>Answer</b>		The State will not consider such a revision at this time.

48	VI B 53	33	Does the restriction on assignment apply to financing arrangements where the vendor may only assigns payments to a financing entity, but none of its obligations? The vendor may have no insight as to the reassignment of ownership and payments during the term of a lease.
	<b>Answer</b>		The question suggests subcontracting of lease payments. Subcontracting is not permitted under this contract.
49	Appendix A Scope of Work 12a	80	What percentage of the units placed were subject to the upgrade /downgrade to a different band in each year of the current contract? Is the State willing to limit the ability to upgrade or downgrade without penalty to a small percentage of the fleet (3%) over the term of the contract?
	<b>Answer</b>		Less than 1% of units were upgraded / downgraded. The State is not willing to introduce an upgrade / downgrade limit. The historical less than 1% upgrade / downgrade speaks to the CRMP effectiveness in working with using agencies to right size equipment.
50	VI, B, 21	25	During periods of force majeure which in no way impacts the installed orders or ability for state to pay, does the State continue to make payments on installed orders?
	<b>Answer</b>		Risk of non-delivery in a force majeure event is on the vendor. If the orders are delivered to the State, the State is obligated to pay for them as set forth in the contract unless a force majeure event prevents the State's ability to pay. The State is not obligated to pay for items not delivered due to force majeure events.
51	VI, B, 36a & 37a	29-30	For Termination for Cause of individual purchase orders or Termination for Cause of contract, will the vendor have an opportunity to cure before breach? Would the state allow 30 days to cure breach?
	<b>Answer</b>		The referenced sections identify the number of days a vendor has to cure the breach.
52	VI, B, 36a & 37a	29-30	If the state terminates the contract for convenience, does that impact the leased equipment already in place? Please confirm that the state is not asking for right to terminate individual leases for convenience.
	<b>Answer</b>		The terms and conditions of the contract allow for either termination of a purchase order for convenience or termination of the contract for convenience. Termination of a purchase order for convenience would impact the lease tied to the purchase order. To our knowledge, a using agency has not terminated a purchase order for convenience during the term of existing contract GSS08091-COPIER.

53	VI, 53	33	Assignment specifies that any assignment requires consent in writing from the agency. 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?
	<b>Answer</b>		The question is somewhat confusing but the referenced paragraph speaks for itself. No assignments will be permitted absent express prior written approval of the State. Approval of assignment requests will not be unreasonably. However, if the nature of this question is to suggest the offeror intends to subcontract some portion of the contractual requirements, such a scenario would not be allowable for this contract.
54	Appendix A Scope of Work 12	80	Since the maximum duty cycle varies by manufacturer, would the state consider additional billing for equipment that consistently produces 15% or greater volume over the optimum volume? Does this apply to both leases and purchases?
	<b>Answer</b>		There shall be no underutilization or overage charge for copies/prints per month. The State will only accept proposals with unlimited copies/prints for all devices. This applies to leases and purchases with a maintenance agreement. Purchases without a maintenance agreement are non-applicable.
55	Appendix A Scope of Work 12	80	Does the state consider the maximum duty cycle for both black usage and color usage separately when calculating potential overage charges?
	<b>Answer</b>		There shall be no underutilization or overage charge for copies/prints per month. The State will only accept proposals with unlimited copies/prints for all devices. This applies to leases and purchases with a maintenance agreement. Purchases without a maintenance agreement are non-applicable.
56	Appendix B		Is the State of Delaware providing minimum speeds per category?
	<b>Answer</b>		No, this is a highlighted area of the Appendix B under each Group category. Vendors must fill out the speed minimum and maximum speed of the device they are bidding for the volume based Group category.
57	Appendix B		Is the State of Delaware requesting that true Adobe Postscript be included for every MFP? Since many agencies do not require Postscript printing, would the state consider this an option and not mandatory to help reduce costs when not applicable?

	<b>Answer</b>		Postscript is inclusive in our current contract pricing Network Printing Kit and we require it under this RFP for all Group categories.
58	Appendix B		Does the state have minimum specifications for each category?
	<b>Answer</b>		Equipment specifications are provided in both the scope of work and Appendix B
59	Appendix B		In the pre-bid, it was mentioned that 11x17 printing is required in all categories except category 1. Is this correct? Where is this stated in the RFP?
	<b>Answer</b>		11x17 is not mandatory in Groups (1), (2) and (12), but we would like to see it included if possible. It is required for all other Group categories. Appendix B requires the Vendor to include Min. and Max. Copy/Print Sizes. Please list this data there. The Appendix B has been updated to show Group (1), (2) and (12) as not mandatory.
60	Appendix B		May a vendor bid more than one product per category?
	<b>Answer</b>		No. Vendor should provide their single best option available per Group.
61	Appendix B		In order to fairly evaluate equipment and pricing for categories 12-19, please provide the optimum black volume and optimum color volume separately. If a vendor must consider that 100% of the volume could be color, this will skew the equipment to be recommended and increase the pricing to the state.
	<b>Answer</b>		The State does not provide optimum color or black volumes other than the Optimum monthly Copies listed in Appendix B. Devices placed under Group 12-19 have a mix of color and black volume needs. Units are placed within the state to ensure that all needs are met and there is no limitation to color. Most print/copy volume is black and color is utilized when necessary.
62	Appendix B		Must a vendor respond to all categories to be considered for an award?

	<b>Answer</b>		Per APPENDIX A, SCOPE OF WORK: Awards by brand/make, model and configuration will be made for categories/groups specified in Appendix B. Offerors must bid on all service categories/groups to be considered "responsive".
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63	RFP Pricing Section		At the end of the 1 month period is it the intent of the State to have the equipment removed by the Vendor?
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	<b>Answer</b>	Yes
64	RFP Pricing Section	Typically, pricing for a short term rental will be at a higher cost. How will Vendor's Pricing for the 1 month Rental be evaluated?
	<b>Answer</b>	Pricing is evaluated by an established formula.
65	RFP Background Section	Can you provide a breakdown of your current copier quantities installed?
	<b>Answer</b>	Current quantities are available by reviewing the current Copier and Multi-Function Printer contract (Contract Usage Information) at <a href="http://contracts.delaware.gov/">http://contracts.delaware.gov/</a> . Data can be sorted by model number to show breakdown.
66	RFP Background Section	Can you provide a breakdown by equipment group of your current print volumes between Black & White and Color print?
	<b>Answer</b>	Actual print volumes are not currently available. Current copier quantities are available by reviewing the current Copier and Multi-Function Printer contract (Contract Usage Information) at <a href="http://contracts.delaware.gov/">http://contracts.delaware.gov/</a> . Data can be sorted by model number to show breakdown. Volume ranges are available for each Band size listed in the Award Notice.
67	Pricing Sheet (Appendix B)	If the usage exceeds the "optimum" usage will Vendor have the opportunity to charge a print rate charge?
	<b>Answer</b>	No. However, CRMP is sensitive to right-sizing of placed equipment. If the usage for a particular device consistently exceeds the manufacturer's established "optimum" usage for a significant period of the device placement, the CRMP would be receptive to an Awarded Vendor's request for review of the placement.
68	Pricing Sheet (Appendix B)	Often duty cycles are inflated and would allow a smaller print machine to be placed in high volume areas. Would the State consider adding a "speed" requirement for the equipment bands so that all Vendors are responding with similar equipment?
	<b>Answer</b>	No. For purposes of this RFP, the State is interested in the fastest equipment available for Optimum Monthly Copies listed.
69	Pricing Sheet (Appendix B)	Regarding the "Software Integration" and "Additional Software", can you please clarify what / define your interpretation of these items? I.E Groupware interfacability, NTP integration, SMTP mail integration, Enterprise Print/Image management software
	<b>Answer</b>	I.E Groupware interfacability: We use LDAP to pull the address books from the State's Active Directory; NTP integration is for time (clock set), SMTP mail integration allows us to send scans via email to mailboxes; Enterprise Print/Image management software is for adjustment of setting for the devices via IP address. Software integration is for device drivers either to: a) work with other software to print properly such as barcode of Adobe PDF b:) print management with 3 <sup>rd</sup> party software

70		Are we to include insurance for the equipment in our pricing?
	<b>Answer</b>	The only insurance requirements for this contract are those found in RFP section IV.B.17 of the RFP
71		Regarding the ONE MONTH LEASE category. Is this the category the State intends to use for devices needed for a short period of time?
	<b>Answer</b>	Yes, this category is intended to allow the Copier Resource Management Program to make placements to satisfy an immediate short term need.
72		Regarding the ONE MONTH LEASE category - can we provide the start up setup costs and the return fee as separate line items on the Appendix B bid sheet?
	<b>Answer</b>	No, quoted prices are to be all inclusive.
73		Are we allowed to submit a supplemental Excel sheet for accessory options? Or, as an alternative can we add an additional tab to the Appendix B bid sheet?
	<b>Answer</b>	All pricing is to be submitted using Appendix B as provided. Modifications to the existing content of Appendix B (other than those fields that require vendor input) could result in an offerors proposal being determined non-responsive.
74		Has State Agencies cancelled copier leases in the past?.If so, can you provide an approximate number?
	<b>Answer</b>	We are aware of 10 lease cancellations in the entire duration of the current contract. There were no cancellations for convenience.
75		It is important to know if the State will consent to assignment. Can you please advise if you would consent to assigning lease payments to a third party funding source?
	<b>Answer</b>	This question suggests the subcontracting of lease payments. Subcontracting is not permitted in this contract.
76		How can we access the current contract? (not on website)
	<b>Answer</b>	The current contract can be found at <a href="http://contracts.delaware.gov">http://contracts.delaware.gov</a> . Scroll down to Copiers and Multi-Function Printers.
77		Can we receive Average Monthly Volumes (if not provided on the website)
	<b>Answer</b>	Device specific actual volumes are not currently available.
78		As stated at the pre-bid meeting, please confirm that the Value Added Price Option for device tracking/management software will be included in the grading process. Will the State accept remanufactured equipment for the "One-time/short-term operating lease?"

	<b>Answer</b>	In the pre-bid meeting it was expressly stated repeatedly that value added options will NOT be considered in the evaluation and scoring process. As to the one-month placements: Yes, the State will accept remanufactured equipment, however the equipment must be the same make/model identified in the proposal submitted by the awarded vendor.
79		Can State contracts be used as Business References?
	<b>Answer</b>	Attachment 6 – Business References instructs State Employees are not to be used as a business reference. The attachment further instructs to list any State contracts the offeror has held within the past five years.
80		Are all of the devices on the network? If not, what percentage?
	<b>Answer</b>	Most are on the network as we're maximizing printing, copying, fax and scanning devices into all-in-one technology. It is determined at the user level whether to network them based on their business needs, The actual percentages are not currently available..
81	Ref. SOW Item 29 Page 91	- The first paragraph says that relocation of multi-function product will be at no cost to the State. Yet, Item (b) below says that moving will be reimbursed by the State or other using agency. These statements appear to be contradictory. Please clarify.
	<b>Answer</b>	In the event of relocation within the <u>same building</u> , it shall be the Contractor's responsibility to assure the prompt relocation of all multi-function products at no cost to the State. If the device is moved to another building or site, then the Vendor will be responsible for preparation and moving the equipment and will be reimbursed by the State or other using agency where applicable.
82	Ref, SOW p. 86	– Can you help us understand which State facilities require a 24/7 customer service/maintenance contact? Historically, how often is after hours/weekend service required?
	<b>Answer</b>	Multiple facilities throughout the State run on 24/7 operations and may require a 24/7 customer service/maintenance contract. For purposes of this RFP, all lease agreements will have the standard hours of operation, usually 8:00 AM to 4:30 PM, Monday through Friday. 24/7 service is extremely rare and would be requested ahead of time to be set-up for the existing device. Additional cost for 24/7 service would then be considered and applied. Again, this would be rare. The CRMP has only arranged 24/7 coverage less than 5 instances under the current contract and those instances were for a specific one-time need.
83		. In relation to the "Cancellation for Convenience" clause, does cancellation affect existing leases or only future placements?
	<b>DAG</b>	Termination for convenience of a purchase order would affect the existing lease for the equipment tied specifically to that purchase order. Termination for convenience of the contract would prevent any placements subsequent to the effective date of termination.
84	Ref. SOW p. 88	- Regarding additional equipment/options (add-ons) after the initial

		installation date. In the past, how often have Agencies added on to equipment after installation?
	<b>Answer</b>	The CRMP works with the agency to add required/appropriate options at the time of recommendation and Purchase Order. In some instances however, add-ons are required during the life of the lease (ex. Scan board, print board, fax board). We do not have a total of add-on's installed during the life of the current contract, but it is not a common occurrence.

85	Page 3-2- Contract Requirements	Can you please let us know what percentage of the estimated value of the contract is used by schools?
	<b>Answer</b>	This information is available under Contract Usage Information for contract GSS08091-COPIER found online at <a href="http://contracts.delaware.gov">http://contracts.delaware.gov</a> .
86	Page 10-Item Y- Subcontracts	-May a vendor utilize an authorized dealer to install and service equipment in the State? The dealer would not be invoicing the state or receiving payment.
	<b>Answer</b>	No. There is no subcontracting under this contract. Offeror must be able to provide all services requested in the RFP to be considered Responsive.
87	Page 33, 50.Subcontracts	- If a manufacturer wins an award and the contract is with the manufacturer, i.e., all responsibilities of the contract such as billing, service dispatching, reporting as well as all other terms and conditions; may the manufacturer assign specific MFDs to be serviced by authorized factory trained service entities which may include non-manufacturer employees? Please clarify.
	<b>Answer</b>	No. There is no subcontracting under this contract. Offeror must be able to provide all services requested in the RFP to be considered Responsive.
88		Would the State consider allowing authorized dealers to accept orders and invoice customers under a manufacturers held contract? Would the State consider allowing authorized dealers to bill polisubs?
	<b>Answer</b>	No. There is no subcontracting under this contract. Offeror must be able to provide all services requested in the RFP to be considered Responsive.
89	Page 15-Item D- Requirements of Vendors- Financial Information	- Will a copy of the corporations last 3 years certified financial reports suffice in lieu of the Dun and Bradstreet Report? It takes time to get the Dun and Bradstreet Report.
	<b>Answer</b>	The State will accept <u>audited</u> balance sheets and income statements for the past three years and/or Dun & Bradstreet report.

90	Page 22-Item 13- Prices	- Is a vendor required to quote a one-time short-term all-inclusive operating lease? Can a vendor offer used equipment for this?
	<b>Answer</b>	<p>a. Per APPENDIX A, SCOPE OF WORK: Awards by brand/make, model and configuration will be made for categories/groups specified in Appendix B. Offerors must bid on all service categories/groups to be considered "responsive". An offeror could bid on a component (36 month lease / 1 month lease / purchase) of each category /group and be considered responsive.</p> <p>b. After further consideration, Government Support Services revises the requirements for "One-time/short-term" all inclusive 1 month operating lease to under Appendix A, 12. PRICING POLICY/OPTIONS, to include the following bullet statement:</p> <ul style="list-style-type: none"> <li>• "New" units are not mandated under this specific section; however devices must be the same make and model the offeror bid in their proposal and must meet Group requirements as listed in the Appendix B.</li> </ul>
91	Page 29-Item 36, Termination of individual order- Item b- Termination for convenience	- Can a vendor redeploy a machine that has been cancelled for convenience into another agency as a new placement?
	<b>Answer</b>	Not unless it was being placed in a One-Time/Short-Term lease placement.
92	Page 29-Item 36, Termination of individual order- Item b- Termination for convenience	- Can we limit the states' ability to cancel to 10% of the fleet over the term of the contract?
	<b>Answer</b>	No
93	Page 29-Item 36, Termination of individual order- Item b- Termination for convenience	- Does the state have any data on the percentage of machines canceled for convenience during the last contract?
	<b>Answer</b>	To the best of our knowledge, there have been no terminations for convenience under contract GSS08091-COPIER.
94	Page 35-Item 7- Information Requirements	- Can a vendor take exception to the requirement of providing our gross costs. This is not a cost-plus contract, so vendor costs should be irrelevant.

	<b>Answer</b>	An offeror has the opportunity to take minor exception to this requirements of the RFP. Exceptions will be considered as per RFP section III.V.
95	Page 90-Reporting	- Can a vendor take exception to some of these requirements? Reporting Budget Codes, UNSPSC Codes, CRMP recommendation numbers, contact person information would be a manual and expensive process.
	<b>Answer</b>	An offeror has the opportunity to take minor exception to the requirements of the RFP. However, the State would likely require withdraw of exceptions to the referenced requirements in order for the Offeror to be considered responsive.
96		Can a vendor take exception to the requirement that we notify an agency 90 days before the lease expiration? Our system cannot accommodate this automatically and this would be a manual process.
	<b>Answer</b>	An offeror has the opportunity to take minor exception to the requirements of the RFP. However, the State would likely require withdraw of exceptions to the referenced requirement in order for the Offeror to be considered responsive.
97	Appendix B	Question – Are we required to bid on all groups in order to be considered for award?
	<b>Answer</b>	Per APPENDIX A, SCOPE OF WORK: Awards by brand/make, model and configuration will be made for categories/groups specified in Appendix B. Offerors must bid on all service categories/groups to be considered "responsive".
98	Appendix B	Question – We do not see any minimum speeds (ppm). Will the state be providing minimum speeds so that all vendors are bidding similar sized equipment so all are on the same level playing field?
	<b>Answer</b>	No. Vendors must fill out the speed minimum and maximum speed of the device they are bidding for the volume based Group category.
99	Appendix B	Question – Please define Professional Puncher?
	<b>Answer</b>	Puncher Accessory for the end device as part of finishing that punches 2/3 Hole, various media sizes and weight. Essentially, the user requests document(s) punch and the printed or copied product comes out of the device finisher already hole punched.
100	Appendix B	Question – Where do we list the Code (S, O or N/A)? Spaces provided only allow for a price to be entered.
	<b>Answer</b>	S, O or N/A should be listed in the Yellow pricing submission area. Standard will not list pricing as it's included with the End-Unit Cost. Optional will list as example. "O-\$0.00" and N/A will be for Options that are Not Applicable for that Group Category or for the Device the

		offeror is including in their proposal.
101	Page 68 item 10. Equipment Introduction Date	<ul style="list-style-type: none"> <li>– As a manufacturer of office equipment we continually make improvements and firmware upgrades to our devices that ensure they stay current in terms of compatibility with current standards. Out of the factory they have certified firmware upgrades no older than September 2012 and are compatible with all current operating systems and protocols. Would the State accept current production machines that can be certified to be in compliance with current standards?</li> </ul>
	<b>Answer</b>	Multi function devices in categories 1-19 must have a domestic introduction date after January 1, 2011 to be accepted under this contract.
102	Page 79 Item 12 A. Add-on Pro-rate	<ul style="list-style-type: none"> <li>–The coterminous formula for add-on does not allow a vendor to recover the entire equipment cost. The formula should be revised as follows: <math>Pmt \times 36 / \text{remaining term}</math>.</li> </ul>
	<b>Answer</b>	The suggested revision of the formula is not acceptable to the State. The State will pay only for the period of time the add-on is utilized. As communicated in the pre-bid meeting the CRMP is sensitive to not approving add-ons near the termination of a lease period.
103	Page 28 Item 29. Product Substitution	<ul style="list-style-type: none"> <li>- If there are no minimum requirements for a model in a category, how can the substitution rules be that you must sub a model that meets the specs of the existing machine? Should the requirement be to meet the original category specifications?</li> </ul>
	<b>Answer</b>	Substitutions of models by the vendor must be the same or better specifications of the Awarded model on contract for which the vendor is requesting to substitute (which meets category specifications). In all cases, the state/CRMP may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.
104	Page 10 item Y Subcontracts	<ul style="list-style-type: none"> <li>Will the State allow customer service, machine installation, supply ordering, Etc.....be handled by Vendor/Manufacturer's Authorized dealers, if the Vendor/Manufacturer ensure full and sole responsibility of that third party?</li> </ul>
	<b>Answer</b>	No

All other terms and conditions remain the same.

S:\ Insert Contract Number Addendum to Proposal

