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October 13, 2015

TO: ALL OFFERORS

FROM: COURTNEY MCCARTY
STATE CONTRACT PROCUREMENT OFFICER II

SUBJECT: REQUEST FOR PROPOSAL – ADDENDUM
NO.: GSS16479-FURNITURE
FURNITURE

ADDENDUM #1

The purpose of this addendum is to answer questions submitted regarding the solicitation.

Q1	I noticed that the deadline to respond is noted on the cover as November 3 rd however Page 2 asks for the sealed envelopes by October 27 th .
A1	1:00pm Local Time, Tuesday, November 3, 2015 is the correct date.
Q2	PG 55 ITEM 8 DELIVERY TIME- ASSUMING THIS MEANS LEAD TIME FOR FACTORY ORDERS. WHERE SHOULD THIS BE STATED IN REPLY FORMS
A2	Appendix F has been updated to include a "Lead Time" column on the "Discount" tabs. All respondents are to use Appendix F, Addendum #1 for their final proposal response.
Q3	PG 57 ITEM 13 ENVIROMENTAL WHERE SHOULD THIS BE SUBMITTED
A3	The request for environmental information is specific to the responding vendor; therefore refer to the note in red found on page 52, A. Overview for proper placement.
Q4	PG 64 ITEM #5 CONFIRM QUOTES FOR NEW SYSTEMS SHOULD BE NET PRICE FOR PRODUCT PLUS INSTALLATION CHARGE
A4	Installation charge is allowable for "new" system installations. All quotes must clearly identify the list price, discounted price, and in the cases where additional charges are permitted the additional charge must show as a separate line item.

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Q5	Page 16 under section "E. Criteria and Scoring". Item #1 "Proposal Compliance: Complete proposal package as described in Appendix A, Section D. There is no Section D in Appendix A. It goes up to Section C.17 on page 59 then page 60 starts with Appendix B. Please clarify
A5	Corrected to read: "Proposal Compliance: Complete proposal package as described in Attachment 11"

Q6	Page 61 under "c. Office Furniture Accessories" is it necessary for a manufacturer to provide ALL included accessories? Specifically things like "crowd control barriers, literature displays, AV carts, chair mats, etc"
A6	No

Q7	Page 55 under "10. Delivery" you state that "the vendor is responsible for all delivery, unloading, staging and STORAGE of furniture and equipment" What provisions are there if the user site where the furniture is scheduled to install has a last minute delay and the furniture needs to be stored in a local warehouse for an excess of 30+ days?
A7	This is highly unlikely. Vendor may elect to take minor exceptions to the terms and conditions outlined within the solicitation and propose an alternative for consideration. Acceptance of exceptions is not guaranteed.

Q8	There is no form for "Sampling - Specialty Furniture" like there is for Office and Systems, what is the basis of design/criteria for this section based on?
A8	The State is looking for Manufacturer offerings that specialize in the various categories identified in Appendix D. Due to the specialty, the State is focusing on the categories the Manufacturer covers and the discount offered.

Q9	Can the local manufacturers' rep bid the contract direct on behalf of the manufacturer and name participating dealers for the contract? In other words, can the Manufacturers rep take the role of the manufacturer?
A9	The contracts awarded will be either to dealers or Manufacturers.

Q10	Will you accept a bid from a dealer if the manufacturer is bidding the contract direct?
A10	Dealer authorization letters are required to be signed and dated. If a Manufacturer intends to bid on this solicitation directly, then they should not be issuing any dealer authorization letters to interested dealers.

Q11	Will you award more than one contract for a given manufacturer if multiple dealers offer the same manufacturer's products?
A11	Possibly.

Q12	If a dealer is awarded a contract for a specific category, can they sell that manufacturers complete line offering to the State of Delaware? ie: If the dealer is awarded a contract for Office Furniture for manufacturer X can they also sell manufacturer X's systems products to the State of Delaware user?
A12	No. The award will be restricted to only the section bid and awarded.

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Q13	Assuming a manufacturer is awarded the contract, can they add additional authorized servicing dealers @ any time?
A13	Yes. With advance notice to the State Contract Officer and approval by the State of the dealer.
Q14	I have another question about the furniture bid: when you say, for example, 3 manufacturer brands for systems furniture, do you mean 3 separate manufacturers, or can we do separate brands for one manufacturer? For example, XX Manufacturer has Line Y and Line Z, which are two individual lines.
A14	3 separate Manufacturers.
Q15	Many times clients are ask for deliveries to install after hours and/or on weekends. The standard installation rate is used when pricing the delivered and installed furniture. When it is requested to deliver and install after hours, it ends up costing more on the backend and the extra cost is not captured the way the contract reads. To make sure the D&I pricing is as competitive as possible. How should it be dealt with when after hour installs are requested for items such as chairs, desk, etc. Can there be an overtime rate used for the systems furniture installations? Please see page 29 – section b). Who does this authorization from?
A15	In most cases, delivery & installation are factored into the discount offering proposed; therefore overtime rates or additional charges will not be accepted. Vendors are not prohibited from offering a discount better than what is proposed and awarded. Discount proposed and awarded is a “minimum” discount for the applicable Manufacturer.
Q16	On the page “Discount Offering – System Furniture”, is this only for panel based systems, not free standing desks? Free standing desks are falling under “Office Furniture” correct?
A16	Correct.
Q17	When is it deemed necessary to use “prevailing wage” on a State furniture project? (page 31 – section 46). In order for the pricing to be as competitive as possible, standard rates are used to figure out the discounting off of list. When a job is requested calling for prevailing wage, it is more costly than standard rate of which the rates were based off of. How should these requests be dealt with?
A17	For furniture quotes that fall within the identified dollar thresholds, it is the ordering agencies responsibility to obtain a determination from Department of Labor regarding prevailing wage. In most cases, delivery & installation are factored into the discount offering proposed; therefore overtime rates or additional charges will not be accepted. Vendors are not prohibited from offering a discount better than what is proposed and awarded. Discount proposed and awarded is a “minimum” discount for the applicable Manufacturer.
Q18	Delivery Time (page 55 section 8) “Vendors will provide order delivery times for each category of furniture bid in the proposal quotation section of this Request for Proposal”. Where are we to submit this information specifically?
A18	Appendix F has been updated to include a “Lead Time” column on the “Discount” tabs. All respondents are to use Appendix F, Addendum #1 for their final proposal response.

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Q19	Page 14 section g states: “Non-attendance of mandatory pre-bid meetings shall be cause of disqualification”. I believe this line should be struck being there is no pre-bid meeting scheduled. With that said, can a mandatory pre-bid meeting be requested to make sure everyone is on the same page with the bidding of this contract?
A19	No pre-bid meeting has been established. In place of the pre-bid meeting the Q&A period has been established.

Q20	Please confirm the identical statements made on pages 60, 63, and 66: “Catalogs and Price lists submitted with the proposal response will be firm for the initial term of the contract”, Pages 60, 63, and 65 specifically discusses the States desire for discount off of manufacturers list price for the sections: Office Furniture, Systems, and Specialty Furniture and the Overview section of each appendix states: “Catalogs and Price lists submitted with the proposal response will be firm for the initial term of the contract”. However, Page 22, paragraph 15 (Prices) states “Prices and/or rates shall remain firm for the initial 2 year period...” Since the statement on page 22 gives me the and/or option, if I were to choose “or” I could claim that the rate is staying the same but the price list has been updated to reflect the latest manufacturers price list. It is my thought that you really want the price list to be held for the entire initial term. <i>We know that the discount needs to remain firm for the contract period, we are questioning if the list price needs to be held for the initial 2 year term.</i>
A20	Price lists and discount will remain firm for the contract period. Vendors are not prohibited from offering a discount better than what is proposed and awarded. Discount proposed and awarded is a “minimum” discount for the applicable Manufacturer.

Q21	When submitting price lists, please advise whether manufacturer price lists need to be their price list: a. effective November 3, 2015; b. effective January 1, 2016; or c. or other
A21	Price lists, effective as of November 3, 2015.

Q22	Page 16, Criteria and Scoring, Evaluation Criteria, 1. Proposal Compliance: Complete proposal package as described in Appendix A. Section D, is listed as a pass/fail. There is no Appendix A, Section D. Should this be: a. Appendix A Section C; b. or if not, please clarify.
A22	Corrected to read: “Proposal Compliance: Complete proposal package as described in Attachment 11”

Q23	Would a flash drive be an appropriate format for the electronic copy required?
A23	Yes.

Q24	Would the state reconsider its shipping terms, FOB destination as list on page 22 item 18 because some manufactures charge freight and want to add freight charges to an order?
A24	No.

Q25	Are electronic catalog/price list for the manufacturers' products we are bidding required with the bid submittal or only if asked after an award of the contract as shown on page 23 under item 19?
A25	With proposal response.

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Q26	Would the state accept use of a Cooperative Use of Award, list on page 4 under item 4 such as a Manufactures' TPCN Contract that offers a discount to the state but installation charges for delivery and set-up are an additional cost?
A26	No.
Q27	On page 2 for attachment 5 -Confidentiality and propriety information and page 19 under Public Inspection of Proposals number 5 that the envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not public record as defined by 29 Del. & 10002(d) and briefly stating the reason that each document meets the said definitions. Does this mean that a letter from a vendors CPA firm would also count as legal counsel concerning this matter?
A27	Would be acceptable in the case of financials only.
Q28	Under the General Requirements Section, pages 55-57 (Delivery/Installation) we understand that delivery and installation are to be included in the contract. Can you please advise the rate that is required (i.e. Open Shop, Prevailing Wage, or Union)?
A28	Discount proposed needs to take all scenarios into consideration. Prevailing wage triggers can be found on page 31. Vendors are not prohibited from offering a discount better than what is proposed and awarded. Discount proposed and awarded is a "minimum" discount for the applicable Manufacturer.
Q29	If a dealer responds and provides a cooperative contract solution for the State as their formal submittal to GSS16479, will all contractual discounts, terms and agreements of that cooperative agreement be accepted?
A29	Not necessarily.
Q30	Does the pricing template need to be populated to reflect the pricing schedules from the cooperative agreement?
A30	Yes, the documents associated with this solicitation must be completed, even when a cooperative is being proposed.
Q31	In consideration of audit integrity and for "best value" throughout the duration of the contract period, will the State consider a 12-month price hold and allow price adjustments after the first 12-month period? All such adjustment would require supplier pricing adjustment documentation and be subject for review/approval. This modification in terms would provide the option to reflect price reductions as well as providing pricing audits against a formal published price list that will be in effect at time of order.
A31	No. The State does want price list and discount held firm for the initial two year period. Vendors are not prohibited from offering a discount better than what is proposed and awarded. Discount proposed and awarded is a "minimum" discount for the applicable Manufacturer.

All other terms and conditions remain the same.