



Questions and Answers No. 1
Request for Proposal 060B5400007
Desktop, Laptop & Tablet 2014 Master Contract

Ladies/Gentlemen:

This list of questions and responses is being issued to clarify certain information contained in the above referenced RFP. The statements and interpretations contained in the following responses to questions by potential Offerors are final and binding to the State. Nothing in the State's response to these questions is to be construed as agreement to or acceptance by the State of any statement or interpretation on the part of the vendor.

- 1) On the letters, is it acceptable with DoIT if there is an expiration date of 12 months and a refresh of every 12 months after that or a time frame DoIT feels comfortable?

RESPONSE: No.

- 2) Section 2.2.3.2: All hardware is to be delivered, prepaid, to the location specified in a PORFP within ten (10) business days from the date of the receipt of the PO. Is the 10-day delivery requirement negotiable for some items?

RESPONSE: See Section 2.2.3 of the RFP.

- 3) Does this RFP include the mobile data terminals (MDT's) or mobile data computers (MDC's) that are inside police vehicles?

RESPONSE: Yes.

- 4) Where may the Price Instructions and Price Forms mentioned in Attachment F of the RFP be found?

RESPONSE: The Master Contract Price Sheets and instructions may be found in Attachments F-1 thru F-IV. Specific price forms will be requested at the PORFP level of competition.

- 5) Will it be a requirement on this contract that the State notify all bidders on PORFP's who won the PORFP and with the Dollar Amount that was the winning bid?

RESPONSE: Yes.

- 6) Do we need a registered Agent located in the state of MD to submit an RFP and a Bid? If so, how do we obtain a MD Agent?

RESPONSE: Yes. The process for identifying a Registered Agent depends on several factors. Please contact SDAT for more information.

- 7) Checking the state's website, there is a form D-EEO-001A, dated July 2003, for the MBE application but I do not see a more recent form. Can you please confirm if there is a newer form that companies should be using? If so, from where can that form be obtained? Would it be more appropriate for us to deal directly with OMBE on this matter?

RESPONSE: The MBE application process is administered by MDOT. Please contact MBE@MDOT.STATE.MD.US.

- 8) On page 23, Insurance requirements section 2.11.6, you indicate we must maintain \$1,000,000 per occurrence Employee Theft insurance. We currently already carry \$250,000 in such coverage. Is it possible to lessen the coverage indicated to \$250,000?

RESPONSE: No

- 9) Do you have an idea of when the attendees list maybe posted?

RESPONSE: The attendees list is already posted on the website.

- 10) Would DoIT consider modifying section 3.4.2.3 to require that the Letter of Authorization include reference to 060B5400007 or the State of Maryland? There are 2 reasons for us requesting this. 1) Most manufacturers have specific authorizations by vertical - commercial, state/local, education and federal. We would like to ensure that only those resellers authorized to sell into Maryland are considered. 2) Some of our manufacturers have OEM type relationships with resellers. These resellers are authorized only to sell manufacturer **re-branded** computers but have been using their relationship to go after manufacturer branded open-market opportunities. They are not true resellers and we would like to ensure the manufacturer has the opportunity to authorize the appropriate type of reseller with the appropriate authorizations on this contract.

RESPONSE: See Amendment No. 1.

- 11) Would DoIT consider modifying section 3.4.2.3 to remove any reference to Distributor's Letter of Authorization or clarify the difference between a Manufacturer and Distributor Letter of Authorization? We are able to obtain a Letter of Authorization from any of our distributors and a supporting line card of everything that distributor sells. I assume this is not the intent of the language. A manufacturer Letter of Authorization should be required regardless of the distributor relationship.

RESPONSE: Yes. See Amendment No. 1.

- 12) 3.4.2.3. Can the requirement for the Letter of Authorization be modified to state that the letter must specify that the reseller submitting the bid must be authorized by the manufacturer specifically for this RFP? This will assure that resellers who are submitting bids have consulted

with and have the support of the manufacturers in fulfilling purchases under this contract, and meet the standards of those manufacturers with respect to such matters as credit eligibility and performance capability. It is suggested that the State require that this RFP be specifically named in the letter.

RESPONSE: See response to question No. 10 and 11.

13) **2.2.3.2.** Can the delivery time be adjusted to state instead of ten (10) business days from receipt of PO to thirty (30) business days? Agencies frequently require custom build systems that at times can extend the delivery lead times beyond 10 days. Time typically varies from 48 hours up to (30) days for custom build Systems.

RESPONSE: See response to question No. 2.

14) **Section 1.24** of the RFP, Mandatory Contract Terms, states, in part, that any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal.

- a. Question 1: If the State desires to make an award to an Offeror that takes exceptions to the RFP or Contract, will the State enter into negotiations on the exceptions with the Offeror before making the award?

RESPONSE: Yes, but please note that a Proposal that takes exception to the RFP's terms may be rejected.

- b. Question 2: If the State enters into negotiations with an Offeror on the Offeror's exceptions to terms of the RFP or Contract, when will those negotiations take place?

RESPONSE: Negotiations would take place prior to award.

15) Section 1.44 of the RFP references guidelines on the proper disposition of IT equipment, but in reviewing the policy we were able to find the policy on data destruction but not on asset disposal. Question: Does the State have a specific document or policy to reference around IT asset disposal and any requirements around such disposal?

RESPONSE: Yes, the State does have policy regarding IT asset disposal, however IT asset disposal is not applicable to this RFP.

16) Section 2.7 of the RFP, Warranty, reserves the right of the State to perform acceptance testing, and further states that the warranty will not commence until acceptance of the equipment or services by the Requesting Agency. Question: How will the Offeror know when the equipment or service has been accepted, or in the case where installation of equipment is not provided by the Offeror, when will the Offeror know when the equipment is accepted, working, and fully operational?

RESPONSE: Acceptance criteria, including notice of acceptance/rejection, will be established with each PORFP.

17) The insurance provision in section 2.11.8 of the RFP requires that all insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Manager, by certified mail, not less than 45 days' advance notice of any non-renewal, cancellation, or expiration. Question: Many Insurance Companies will not provide such endorsement. Will the State agree to instead require the statement that "All certificates shall contain the provision that notice of cancellation shall be provided in accordance with policy provisions"?

RESPONSE: No.

18) Section 14.15 of the Contract requires the State to be named as an "additional named insured"? Question: Will the State agree that it be named as an "additional insured" in lieu of an "additional named insured"?

RESPONSE: Yes.

19) Given the requirement of providing the operating system software with the equipment, does the State agree that the operating system software is licensed pursuant to the publisher's applicable software license terms and conditions? If not, what software license terms and conditions will apply to the operating system?

RESPONSE: Yes.

20) Section 6 of the Contract, Indemnification. Question: Does the State agree that the indemnification applies to third party claims only?

RESPONSE: No.

21) Section 11 of the Contract, Loss of Data. Given the nature of the product and services to be provided under this Contract, the Offeror will not be responsible to back up data or make it recoverable. Will the State agree to remove this Section 11 from the Contract?

RESPONSE: No.

22) The products provided are subject to export control laws. Will the State acknowledge the applicability of the export control laws of the United States, and agree to comply with such laws?

RESPONSE: No.

23) Will the State allow for a minimum order provision in the master contract?

RESPONSE: No.

24) Will the State use procurement cards? If so, will the State allow for credit card processing fee, which MBEs are required to pay to credit card companies, to be added to invoices?

RESPONSE: The State will allow the use of Corporate Purchasing cards. No, the State will not allow additional fees to be added to Invoices.

- 25) Where do we submit Form D-1A? With the technical or financial proposal.
- a. Same question for Attachment M
 - b. Same question for Attachment P

RESPONSE: DA forms should be submitted with the Technical Proposal. a.) Technical Proposal. b.) Not required for the RFP.

- 26) Does pricing for the labor categories submitted in our proposal remain fixed for all 12 years?

RESPONSE: Yes, pricing remains fixed for each year.

- 27) Do we need a letter of authorization from each Manufacturer or Distributor for each Functional Area? Or will one letter from each Manufacturer or Distributor cover all Functional Areas?

RESPONSE: One letter per Manufacturer or Distributor will be acceptable for all Functional Areas.

- 28) Is the state asking for one set of three past experiences in response to the Offeror Experience and Capabilities? Or are you looking for one set of three experiences for each Functional Area?

RESPONSE: Yes, we are asking for one set of three past experiences.

- 29) Are we required to submit key personnel in response to this RFP?

RESPONSE: No.

- 30) How many awards does the state plan to make for this procurement?

RESPONSE: The State plans to make an unlimited number of awards for this RFP.

- 31) Can a vendor bid on some functional areas or do they need to bid all Functional Areas?

RESPONSE: Please refer to Section 1.1.3.

- 32) Please clarify the format for the proposal such as font size, margins, single or double spaced and is there a maximum page count?

RESPONSE: Follow the Proposal Format instructions in Section 3 and take note of Section 1.13.

- 33) Can an offeror that lists manufacturers/distributors use that manufacturers/distributors as a past performance in the experience area?

RESPONSE: Yes.

34) What is the state's current hardware environment?

RESPONSE: The State does not have a “standard” end-user hardware environment. Most agencies control their own IT resources. The selection and refresh of end user desktops, laptops, and tablets is based on the business needs of the agency and their budget resources.

35) In order for an offeror to propose a manufacturer product line, we would recommend the Letter of Authorization be current and on the manufacturer letterhead; can the State make this a requirement for this bid? This would ensure that a customer receives the best service and support and service is not compromised.

RESPONSE: Refer to Section 3.4.2.3.

36) Is use of this contract limited to state agencies or may local entities (e.g. school districts, county governments, etc.) also utilize it?

RESPONSE: The contract is limited to State agencies.

37) Our understanding is that a letter from a distributor (e.g. Tech Data) with a list of OEMs we are authorized to sell through them will be sufficient for this response. Is that correct? Or do we need to obtain a letter of authorization from every separate OEM that we are offering?

RESPONSE: No. See Amendment No. 1.

38) Regarding 3.4.2.5.A, is client contact information for these examples required? Or will a description of what we have provided give DoIT the information necessary to evaluate this section?

RESPONSE: Yes. Client contact information is required.

39) Regarding 3.4.2.5.B, would you like a listing of all contracts with any entities within the State of Maryland or only state government entities?

RESPONSE: State Government entities only.

40) Regarding section 3.2, which portions of the response (as outlined in section 3.4.2.1 through 3.4.2.5), should be repeated for each functional area? For example, is a single section with an explanation of order fulfillment (3.4.2.4) for all functional areas sufficient? Or would you like to see a separate section 3.4.2.4 response for each functional area we are offering?

RESPONSE: Offerors shall identify the proposed functional areas and include information for 3.4.2.1 – 3.4.2.5 one time.

41) Regarding functional areas I and II, would you be able to further define the categories of peripherals which are in scope for this agreement?

RESPONSE: No.

42) RFP QUESTION 1: The Key Information Summary Sheet shows that MBE requirements are at the Secondary Level and no VSBE is required, but the RFP Attachments list (page 37) and forms D1-A and M state that the forms are due at the time of the RFP submission.

- a. Question 1(a): Are these forms due at the RFP submission?
- b. Question 1(b): Are Offerors required to provide MBEs with whom we intend to sub-contract to complete form D1-A?

RESPONSE: 1(a) Yes. 1(b) No.

43) Section 1.33 of the RFP states that MBE subcontractor participation goals have not been established for this RFP and will be evaluated at the secondary level.

Question 2: If an Offeror is an MBE and capable of meeting the requirements of PORFPs for one or all Functional Areas from this Master Contract, are Offerors required to sub-contract work to additional MBEs to be compliant with State of Maryland MBE requirements

RESPONSE: If a Goal is set at the secondary level then an MBE Prime may account for up to 50% for the Goal.

44) Proposal Format Section 3.3 Submission

- a. Question 3(a): Should copies of the proposal be submitted unbound as the original?
- b. Question 3(b): Should the binding be with rubber bands or clamps?
- c. Question 3(c): What font and pitch is required or preferred for this technical response?

RESPONSE: See response to question No. 32.

45) Proposal Format Section 3.2 Proposals

- a. **Question 4(a):** Are functional area capabilities presented in the technical proposal expected to be contained in Section 3.4.2.4 or Section 4 of Volume I – TECHNICAL PROPOAL?
- b. **Question 4(b):** Is there a maximum number of pages allowed for this technical proposal submission?
- c. **Question 4(c):** Are sub-tabs for each Functional Area in Section 4 of the Volume I – TECHNICAL PROPOSAL response acceptable for the independent evaluation of each functional area.

RESPONSE: 4(a) See response to question No. 40.

4(b) See response to question No. 32.

4(c) Section 4 is for informational purpose only.

46) Proposal Format Section 3.4 Volume I – Technical Proposal (Numbering)

- a. **Question 5(a):** Is numbering the technical proposal with Sections 1, 2, 3, 4, 5 and 6 understood to reflect Sections 3.4.2.1, 3.4.2.2, 3.4.2.3, 3.4.2.4, 3.4.2.5 and 3.4.2.6, respectively.
- b. **Question 5(b):** Will using Sections 1, 2, 3, 4, 5 and 6 described above be acceptable and compliant with the proposal submission instructions.

RESPONSE: 5(a) Yes. 5(b) Yes.

47) Request for Proposal Section 2.11.4 states that “the Contractor shall maintain Commercial General Liability Insurance” in the amounts of \$1,000,000.00 per incident with an aggregate of \$3,000,000.00.

Question 6(a): Is this level of liability insurance required for this RFP?

Question 6(b): Will the Offeror be liable for products shipped directly from the manufacturer?

RESPONSE: 6(a) Yes. 6(b) Yes.

48) Proposal Format Section 3.4 Sub-Section 3.4.2.5 Offeror Experience and Capabilities

- a. **Question 7(a):** Will three examples of the Offeror Experience and Capabilities cover all three functional areas?
- b. **Question 7(b):** Will a summary matrix or description in the Offeror Experience and Capabilities be acceptable in Section 4 (of Section 3.4.2.4) of the technical proposal?

RESPONSE: 7(a) Yes. see response to question No. 28. 7(b) Yes.

49) Will the State consider Letters of Authorization originating from OEMs only? This will better ensure continuity in pricing and agency satisfaction.

RESPONSE: See response to question No. 37.

50) Will there be any offer to extend this contract to higher education entities or school districts?

RESPONSE: See response to question No. 36.

51) Please provide purchase history or (non-binding) estimates for each product category. This will allow each respondent to give the state the best price.

RESPONSE: This should be requested at the PORFP level.

52) The State has requested a minimum one year onsite warranty with its systems. Most states have implemented a minimum 3 year warranty standard in order to minimize unplanned expenses and to support users on the 3, 4, and 5 year refresh cycles common in government today. Would the State consider changing the minimum requirement to a 3 year onsite warranty?

RESPONSE: No. The Master Contract establishes a minimum threshold. Warranty will be specified at the PORFP.

53) Does the state require Keep Your Drive warranty option?

RESPONSE: No.

54) Can the State please confirm if redlines to its terms and conditions will be considered or if redlines will automatically cause the manufacturer's proposal to be rejected?

RESPONSE: Exceptions must be identified in the Executive Summary. Note that a Proposal that takes exception to the RFP's terms may be rejected.

55) What types of peripherals are to be considered under this RFP? Should we consider printers and scanners as peripherals in FAI and FAII also? Do you need Letters of Authorization from manufacturers for them?

RESPONSE: The State will not further define peripherals at the Master Contract Level.

56) Explain the difference in monitors in FAI and FAII?

RESPONSE: There is no difference.

57) Under Section 3.4.2.5, Offeror Experience and Capabilities page 32:

- a. Should the Offeror experience need to be specific to each function and its items?
- b. Is DoIT asking for 3 examples/references per Functional Area for a total of 12 examples/references or are you looking for a total of 3 examples/references for this RFP?

RESPONSE: See response to question No. 28.

58) On page 35 Section 4 Evaluation Criteria Section 4.2 Technical Criteria first bullet Letter of Authorization per product line proposed (Sec 3.4.2.3):

- a. Can an Offeror use a Letter of Authorization from a Distribution channel that details all the manufacturers the Offeror is authorized to provide or are you requesting Letters of Authorization per manufacturer?

RESPONSE: See response to question No. 10 and 11.

59) Based on when the responses of the questions are posted will there be an extension to the due date of January 15, 2015 at 2:00PM?

RESPONSE: Yes.

60) Limitations of Liability:

1. What makes this RFP so different that RFP#060B4400009, Desktop, Laptop & Monitor Standardization released December 19, 2013 did not have a Limitations of Liability clause while RFP #060B5400007 has the clause?

RESPONSE: The two Solicitations are entirely different in structure. However, LoL was in section 31 of Attachment B.

61) On page 44, under the Section 7 – Limitations of Liability, 7.1.3 of RFP #060B5400007 states “contractors liability shall not exceed five (5) times the total amount of the PORFP out of which the claim arises:

1. Is that related to installation services or hardware? And if hardware is included what is the rationale, as it has not been used in common practice in other hardware RFP’s?

- a. 2. Can the liability clause be reduced to the total amount of the PORFP?

RESPONSE: (a)(1) Except as otherwise provided in the Contract, The LoL is applicable to all claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract where liability is not otherwise set forth as being “without limitation,” and regardless of the basis on which the claim is made. (b)(2) The State may, in its sole discretion, decrease the ceiling established hereunder in any PORFP issued pursuant to this RFP

62) Please define the term, “State software,” as used in Section 5.8 of Attachment A of the RFP document. If possible, please describe the “State software” that the State suspects could be influenced by Third-party Intellectual Property.

RESPONSE: It refers to software licensed to or developed by the State.

63) Will there be a second opportunity to submit more questions sometime in January; as there may be more questions based on the answers received from the first round of questions?

RESPONSE: No.

64) Since we do not know when all the answers to all questions will be received; will the RFP due date be extended to at least 30 days from the date the answers are received in order to allow adequate time for any changes or adjustments that may be necessary to the RFP responses?

RESPONSE: See response to question No. 59.

65) What is the requirement of an agency to evaluate products and pricing from multiple manufacturers? Will all PORFPs be required to list general specifications vs specific brand and issued to all contract holders to submit proposals of products that meet those specs? If so, how will winners be determined?

RESPONSE: Agency's will determine the specifications for all PORFP's. Brand or equal purchases will be determined at the PORFP level of competition and PORFP's will be issued to all Master Contractors within the Functional Area addressed in the PORFP. Awards will be determined by the Evaluation Criteria established in the PORFP.

66) If a PORFP is allowed to name a specific manufacturer only, will there be a requirement of the agency to evaluate that PORFP against other PORFPs from alternate manufacturers or is there a separate RFQ process to require the agency to compare the pricing from one manufacturer to another? How is this process documented back to DOIT and all contract holders to ensure fair competition amongst competing manufacturers?

RESPONSE: No, there is not a process to analyze alternate manufacturers. Agencies will determine the manufacturer (if any) and specifications it intends to purchase.

67) If a PORFP is allowed to specify a specific manufacturer and there is no requirement of the agency to evaluate PORFPs from competing manufacturers, then how does a contract holder of another manufacturer offer an alternate product/price to the state for evaluation? How will the agency determine which manufacturer offers the best solution and price if the PORFP is manufacturer specific and doesn't allow for competing brands to be considered?

RESPONSE: See Question No. 66.

68) Page 75 says: "The following Attachments D-1A through D-5 are sample forms and do not need to be completed or submitted with Offeror's response to this RFP. The forms are required to be completed and submitted with a Master Contractor's PORFP proposal issued under this RFP." Page 71 states: "If an Offeror fails to submit a completed Attachment D-1A with the Proposal as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award." I think page 71 refers to attachment D-A on page 74. Please clarify.

RESPONSE: See response to question No. 42.

69) If, in response to the above question, Attachment D-1A (page 76 to page 80) needs to be completed we would need to have information regarding MBE participation Goals and Sub-goals



as mentioned in paragraph 9 of page 77: “Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule MUST at least equal the MBE participation goal and subgoals (if applicable) set forth in the solicitation.” Please clarify,

RESPONSE: See response to question No. 42.

Thank you,

Gayle Mealy
Procurement Officer

End of Question and Answer # 1