



MARTIN O'MALLEY
Governor

ANTHONY BROWN
Lieutenant Governor

T. ELOISE FOSTER
Secretary

QUESTIONS AND RESPONSES # 1
PROJECT NO. 050B7800023
Hardware and Associated Equipment and Services
April 9, 2007

Ladies/Gentlemen:

This List of Questions and Responses #1, questions #1 through #28, is being issued to clarify certain information contained in the above named RFP. The statements and interpretations of contract requirements, which are stated in the following questions of potential offerors, are not binding on the State, unless the State expressly amends the RFP. Nothing in the State's responses 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 asking the question as to what the contract does or does not require.

1) If a notebook manufacturer meets the ROHUS (European Union Standard) would that be acceptable in terms of meeting the Mercury Certification in Attachment I.

RESPONSE: Meeting ROHUS would not be acceptable in terms of meeting the Mercury Certification in Attachment I.

2) The solicitation requires only Mercury free products, that would exclude all laptops and LCD monitors since they contain mercury in the florescent bulbs used as the back lights in those devices. Would it not be more appropriate to require RoHs and WEEE compliant products, in addition to being EPEAT certified? These standards allow for some mercury, but do provide restriction on the amount of hazardous substances (in addition to mercury) that are allowed in electronic products.

RESPONSE: It would not be more appropriate to require ROHS and WEEE compliant products, in addition to being EPEAT certified. Maryland law requires the terms specified within the Mercury Certification.

3) Section 1.33 - Mercury and Products That Contain Mercury: Does the DBM deem RoHS compliant products as meeting the requirement in Section 1.33? If not, is there a standard that DBM will accept?

The RoHS Directive stands for "the restriction of the use of certain hazardous substances in electrical and electronic equipment". This Directive bans the placing on the EU market of new electrical and electronic equipment containing more than agreed levels of lead, cadmium,

~Effective Resource Management~

45 Calvert Street • Annapolis, MD 21401-1907

Tel: (410) 260-7570 • Fax: (410) 974-3274 • Toll Free: 1 (800) 705-3493 • TTY Users: call via Maryland Relay

<http://www.dbm.maryland.gov>

mercury, hexavalent chromium, polybrominated biphenyl (PBB) and polybrominated biphenyl ether (PBDE) flame retardants from July 1, 2006 onward.

RESPONSE: Meeting ROHUS would not be meeting the requirement of Section 1.33. Meeting the terms of the Mercury Certification, Attachment I is the acceptable standard.

4) Summary Statement - Section 1.1.3: Permits the offerors to respond to less than all of the Functional Areas. Will the follow on PORFP's be structured as All-or-Nothing solicitations or Multiple Award, thus selecting best offeror for a Functional Area? I.E; will an offeror who has a Master Contract in less than all Functional Areas covered by a particular PORFP be able to receive an award for only the Functional Area for which they submitted the best offer and have a Master Contract award?

RESPONSE: Please refer to section 2.10.3 of the RFP, Procedure for Awarding a PORFP. See Amendment #2 for clarification to 2.10.3.

5) Under 1.1.3 of the Summary Statement, page 1, there are a number of acceptable functional area choices vendors may bid. Vendors can bid each functional area individually or a listed combination thereof. However, there is omitted a selection for manufacturers to bid in Functional Area I, IV, and V. May we suggest the State add this option?

RESPONSE: Section 1.1.3 does not preclude any Offeror, including manufacturers, from bidding solely Functional Areas I, IV, and V. It only precludes Offerors from solely proposing Functional Area IV.

6) Will a vendor be eliminated or be less attractive to the State of Maryland if they are not able to offer some products in functional area I? For example if the Vendor can not offer a convertible tablet, or they do not offer servers, but they still are making their whole product catalog available to the State.

RESPONSE: Offerors are not restricted on what products they may propose. If a Master contract is awarded for a specific brand, then each Master Contractor that received an award for that specific brand will choose to either propose or not propose on each specific PORFP that is issued for that product.

7) Is the State's preference to have both Value Added Resellers (VARs) and Manufacturers on this contract? And if both will you have a Manufacturer as well as resellers of the Manufacturer on the bid?

RESPONSE: The State will not establish a preference. All potential Offerors are encouraged to respond to this RFP. Both manufacturers as well as resellers of a manufacturer's product will decide whether to submit a specific response to a specific PORFP.

8) *What costs will a company be expected to incur assuming they are selected?*

RESPONSE: The State cannot provide such information. Each company must determine its own estimate of cost. However, if selected as a Master Contractor, each Master Contractor will determine whether it will participate in any one specific PORFP and it should be able to determine its costs in responding to it.

9) *Will DBM allow clarifications to legal terms and conditions and negotiation upon award?*

RESPONSE: DBM will not allow clarifications to legal terms and conditions nor negotiation upon award. Any such clarifications or negotiations must occur before award. Offerors that submit proposals to become Master Contractors run the risk of not being selected should they propose exceptions to the RFP's terms and conditions.

10) *Will DBM allow Leasing under this Contract?*

RESPONSE: DBM will not allow leasing under this contract.

11) *Page 34, 5. PORFPs – This section references that a PORFP may specify terms in addition to the terms specified herein. Would those terms be up for negotiation? It is difficult to agree to additional terms without first reviewing.*

RESPONSE: The terms of the master contract do not change. The PORFP may include additional specific terms for that specific PORFP. Each Master Contractor responding to a PORFP will have the ability to review additional terms before submitting an offer for a specific PORFP. Typically the additional terms referenced within this section deal directly with the provisioning of the goods and services, such as delivery terms & dates, delivery location, quantity of products, installation and training requirements, etc.

12) *Page 36, 15. Termination for Cause – It is difficult for Contractor to agree to undetermined damages. Would DBM be willing to provide Contractor with a cure period (i.e., 30 days) before implementing this clause and limit those damages to the price paid by buyer, and in no case would damages include consequential, incidental, exemplary or punitive damages?*

RESPONSE: Offerors may propose exceptions to DBM terms and conditions.

13) *Page 39, 26. Indemnification – Would DBM agree that Contractor's obligation under this clause would extend only to liability incurred by the Buyer caused by Contractor's negligence and shall not include any liability caused by any acts, omissions or the negligence of the Buyer or any of its employees or agents and in no case shall it include any consequential, incidental, exemplary or punitive damages?*

RESPONSE: Offerors may propose exceptions to DBM terms and conditions

14) *Section 8. Data Loss. What is the context of loss of data this clause is written to protect the State of Maryland from?*

RESPONSE: The provision is intended to cover, among other things, if during installation of and training for new hardware, Master Contractor's actions result in loss of State data or records.

15) *Section 20. Financial Disclosure. Can we receive a copy of the form from the Secretary of the State of Maryland that would be required to be filed?*

RESPONSE: You may visit the Secretary of State's website for more information. (<http://www.sos.state.md.us/Filings/publicDisclosure.htm>)

16) *Section 28. Risk of Loss, Transfer of Title. If Risk of Loss is the vendor's responsibility until physical delivery to the State of Maryland location does this satisfy the requirement?*

Response: No, section 28 provides that risk of loss is vendor's responsibility until "deliverables are accepted by the State, as evidenced by a written statement of acceptance from the State to the Contractor that expressly specifies the supplies, equipment, materials and other deliverables that are subject to such acceptance".

17) *Page 15, 2.7.1 DBM references 24 hour on-site support service. Is DBM referring to having access to an on-site technician to perform repairs 24 hours per day 7 days per week, or is the DBM referring to next business day on-site service?*

RESPONSE: Due to the wide variety of products and services, the State will address specific warranty requirements at the time of the PORFP. See Amendment #2 for clarification to 2.7.1.

18) *Pages 15-16, Section 2.8 Warranty requires the Master Contractor be responsible for coordinating warranty issues. Is it acceptable that third party products will be warranted through the third party product manufacturer?*

RESPONSE: The Master Contractor is responsible for all warranty issues. The State will only deal with the Master Contractor should any warranty issues arise.

19) *On Page 16, under 2.10 PORFP Procedures, will agencies have discretion in determining "generic" versus "brand" specifications? The language indicates agencies have that leeway. May we suggest the term "brand name or equal" be used instead?*

RESPONSE: All PORFP's will be issued to all Master Contractors who have contracts in the Functional Areas requested. If the PORFP specifies a particular brand, only Master Contractors authorized to distribute that particular brand will qualify for an award. If the PORFP request is generic, the Master Contractor who provides a product or service which is deemed to be most advantageous to the State will receive the award.

20) *There are multiple references to acceptance and title definitions. Will DBM agree that acceptance and title shall occur at the time of delivery and any product that does not meet the buyer's requirement could be return pursuant to the refund policy explained in section 2.2.2?*

RESPONSE: DBM will not agree. Each PORFP will provide the details of acceptance and title delivery.

21) *Under 2.2 General Requirements, 2.2.2 (page 13), there is an omission in the terms and conditions of what constitutes a "return." The State cannot expect vendors to offer unconditional return Policies. May we suggest the State qualify what constitutes a "return"?*

RESPONSE: An addendum providing acceptable returns/exchanges will be issued in an amendment shortly.

Reciprocal Preference Questions:

22) *Does the State of Maryland have a list of other states which have laws granting preference to resident businesses? If so, would you please publish that list to potential Offerors.*

RESPONSE: You may visit the following websites for more information:

<http://www.bpw.state.md.us/pdf/1996-5R1.pdf>

<http://www.bpw.state.md.us/pdf/1996-5A.pdf>

<http://www.bpw.state.md.us/pdf/1996-5B.pdf>

23) *It is our interpretation of Section 4.4 that if the "...principal site that will primarily provide the services required under this RFP..." is located in Maryland that no evaluation penalty will be applied to any PORFP issued under this contract regardless of the location of the contractor's corporate headquarters. Please confirm that this interpretation is correct.*

RESPONSE: Your interpretation is "not correct". This section only applies to the RFP evaluation/selection process not any subsequent PORFPs.

24) *Since our headquarters is in Chantilly, VA will we be penalized in our attempts to compete against MD based companies? Our local MD office is in Largo, MD.*

RESPONSE: If Virginia favors your company over Maryland companies, then the answer is that same preference will be applied against you in comparison with a Maryland firm.

25) On page 1 it states in section 1.1.3 that contractors are to obtain a letter of Authorization from the Manufacturer or Distributor of the Hardware as set forth in section 2.7. We request this and section 2.7 be amended to only be from the Manufacturer. This is the only way to ensure that the respondents are authorized to sell and service the products.

RESPONSE: The provision will remain as stated.

26) In reference to section 3.4.2.3 Manufacturer's or Distributor's Letter of Authorization of the project referenced above, some manufacturers are reluctant to provide us with a letter acknowledging our certification as a reseller of their product, and other manufacturers do not require us to be registered as a reseller. Can you tell me if an email acknowledging our acceptance or authorization will be sufficient? Would a certificate from the vendor be sufficient?

RESPONSE: The requirement may be met with either an e-mail from the manufacturer/distributor, or a letter on the manufacturer/distributor's letterhead. These two forms are the acceptable items of proof.

27) A second concern regarding the same topic is that many of the letters or certificates we have do not provide a specific contact persons name, address, phone number, email address, and fax number completely.

RESPONSE: The information required of Section 3.4.2.3 must be provided in order to be acceptable to the State.

28) On page 8, section 1.2, Offeror Responsibilities it states that the selected offeror shall be responsible for all products and services required by this RFP. Will it be possible for an OEM to respond with authorized dealers as subcontractors?

RESPONSE: An OEM may respond to this RFP and may utilize subcontractors as long as they are clearly identified and their roles are fully stated. Subcontractors will be responsible to the OEM. The OEM will be responsible for all requirements of the RFP.

29) We can add the State of Maryland to our insurance policy as an additional insured however not name them on the policy. This would provide coverage for

the State of Maryland. Would this be sufficient?

RESPONSE: All master contractors are required to provide the State of Maryland with proof of insurance statement, including the State as an additional insured.

Remember proposals are due on Tuesday April 17, 2007 no later than 2:00 p.m. Should you require clarification of the information provided in this addendum, please contact me at (410)260-7570 as soon as possible.

Date issued: April 9, 2007

By

Joy Epstein
Procurement Officer