



Multifunctional Copier Equipment, Lease or Purchase
RFP # 12-20-26201

Addendum No. 2
April 26, 2012
Questions and Answers

The following **change** is being made:

1.01 RECEIPT AND OPENING OF BIDS

The JAA will receive Bids until May 4, 2012 at 2:00 PM (local time) for the purpose of selecting a company to provide Multifunctional Copier Equipment, Lease or Purchase. The decision regarding whether to lease or purchase the Multifunctional Copier Equipment will be made at the sole discretion of JAA. The Bids will be publicly opened at JAA Administration Building, 14201 Pecan Park Road South, Jacksonville, Florida at the previously mentioned time and date.

3.04 EQUIPMENT FEATURES – MINIMUM REQUIREMENTS

- m. Minimum copies for black/white copier range from 55 - 62 pages per minute.
- n. Minimum copies for color copier range from 45-50 pages per minute.

All other requirements in Article 3.04 remain as is.

3.08 RESPONSE TIME FOR MAINTENANCE AND REPAIR

The Bidder shall respond **on-site** to all calls for maintenance and repair services within four (4) hours from the time of the call. If the Bidder receives a call for maintenance and repairs services and the four (4) hour response time would exceed 5:00 PM (local time), the Bidder shall respond to the service request by 12:00 PM (local time) the next business day.

All repairs shall be completed within one (1) business day, excluding repairs that cannot be completed due to parts that are not readily available. If parts are not readily available, the Bidder must notify JAA of the date the repairs will be completed.

The Bidder must indicate on the bid form that the Bidders understands and will comply with this requirement.

Questions and Answers

- Q1. On page 21, Letter M, you are requesting 62 pages per minute black/white. Most vendors will have a 60, 65, 70 page per minute in this category. Will you accept 60 pages per minute or will we have to bid 65 or 70 page per minute?
- R1. **Refer to the change for Article 3.04, letters m and n, as stated above.**
- Q2. In order to maximize cost saving for the JAA, we request the minimum speed requirements for black/white copiers to be changed to 55 pages per minute and color copier be changed to 45 pages per minute. All manufactures represented meet these



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minimum thresholds but only a few meet the established 62 (black/white) and 50 (color) specifications. By changing this requirement, JAA should expect equal competition from all responding vendors.

- R2. Refer to the change for Article 3.04, letters m and n, as stated above.**
- Q3. Can Bidders mix copier brands on their bid response?
- R3. No.**
- Q4. Can JAA provide the current configuration on the copiers to include finish options (staple, hole punch, etc)?
- R4. The equipment should have configurations to include, without limitation, offset tray, sort, staple, group, pamphlet copy, book copy, dual page, job build, auto paper select, color adjustments, exposure adjustment, copy ratio adjustment, 2-sided copy landscape and portrait orientation.**
- Q5. Article 3.04, Equipment Features, Minimum Requirements, Letter F: Do all of the copiers need to be able to print 11x17? If no, which locations need to be able to print 11x17?
- R5. The following locations do not need size 11x17: Badge Office (JIA), Facilities (JIA), AOCC (JIA) and Garage.**
- Q6. How does JAA want to handle payment of property taxes on the equipment?
- R6. JAA will not pay taxes of any kind.**
- Q7. In section 2.03, you indicate that the contract term is for 1 year with 4 one year renewal options. Are you considering new equipment or rental/refurbished machines? The risk you are placing on vendors with new products will result in them bidding refurbished units or "no bidding". You also indicate that you want the ability to upgrade or downgrade all machines at any time in section 3.09. This also will result in responsible vendors "no bidding" as this is exceedingly onerous given the fact that there are no minimum commitments, no minimum number of machines, a very small fleet, and excessive undefined penalties imposed on the vendor.
- R7. The base bid contract is for one year, with four, one-year renewal options. However, JAA will review pricing for a five-year contract as an alternate. A Five Year Bid Form is attached.**

As stated in Article 3.01, General Overview, all Multifunctional Copier Equipment delivered and installed at JAA must be new, not used or a demo, with full manufacturer warranty.



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As stated in Article 3.09, JAA reserves the right to request additional Multifunctional Copier Equipment during the term of the Contract and the lease terms shall be Co-Terminus.

Consistent with Article 2.03, hereof, JAA reserves the right to downgrade, upgrade and return any Multifunctional Copier Equipment during the term of the Contract at no penalty to JAA.

- Q8. Section 3.11 Can you define “reasonable opportunity”? This is a very broad statement that can have different meanings. Given the statement above that “ JAA will be the sole judge in determining whether a copier will be replaced”, can you give further definition to what you consider your performance criteria.
- R8. The Contractor will be given reasonable notice and opportunity to cure unsatisfactory performance.**
- Q9. Section 2.07 Warranty Purchased Equipment – Minimum Requirements Can you please clarify your intent here? In sections 1.10 and 3.05 you are asking for warranty information and maintenance pricing for the equipment. All manufacturers of this type of equipment include a 90 day warranty which covers the product if it has a defect. It is industry standard due to the cost of supplies used during that period to include a maintenance program. With these maintenance programs the product is warranted as long as it is covered by the maintenance program. Your request for a maintenance program would tend to conflict with a 1 year warranty since vendors would have to build in cost to the purchase price to cover the extended warranty and then you would pay for the supplies for the year as well.
- R9. The intent of these Articles is associated with JAA’s option to purchase the equipment. If JAA elects to purchase the equipment, JAA needs to know the terms and conditions of the warranty, including specifics on what is covered and what is not covered in the warranty. JAA would also need a maintenance agreement on the purchased equipment to keep the equipment in proper working condition.**
- Q10. Section 2.11 - you indicate that unsatisfactory performance may result in cancellation. Do you intend to qualify what is “unsatisfactory performance”? Worded as is this implies cancellation of convenience since there is no process in place for a vendor to quantify or remedy a problem or issue.
- R10. The Contractor will be given reasonable notice and opportunity to cure unsatisfactory performance.**



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- Q11. In section 3.19 you impose penalties for late delivery of supplies or service. This clause is highly unusual for our industry and can potentially cause conflict with other government contracts such as the State of Florida contract. What is your intent here?
- R11. The intent is to ensure that supplies are delivered in a timely manner.**
- Q12. What do you consider response to a service call in the 4 hour time frame indicated in sections 3.08 and 3.19? Is this phone response or on site technician response?
- R12. Refer to the change for Article 3.08 as stated above.**
- Q13. Given the small number of machines in your fleet and the fact that you are not guaranteeing any number of machines, will you consider utilizing another competitively bid government pricing program to ensure you get the lowest cost available to JAA?
- R13. No.**
- Q14. Will JAA execute a lease agreement from a third party for this contract as well as the JAA contract?
- R14. JAA's Chief Legal Officer must review the lease agreement from the third party with the awarded Contractor prior to execution.**

The Question and Answer period is closed.

Bid Due Date is May 4, 2012 at 2:00 PM (local time)