

RFP-IS-10255020 AMENDMENT #1

Office Products & Services - Questions and Answers + Revised paper quantities

1. Q: How should a vendor bid on items on the core list that are not available to them.

A: The items listed on the core lists that are not marked with an asterisk (*), must be offered as the stated manufacturer's product. For example, if the manufacturer for a label is Avery, then bidders must price that specific item.

For items that are marked with an asterisk (*), bidders may offer their generic or private branded item of equal or greater quality in the same unit of measure.

2. Q: If an alternate brand is indicated by an asterisk, can we offer an alternate brand other than what is listed and how do we show that on the spreadsheet?

A: For items that are marked with an asterisk (*), bidders may offer their generic or private branded item of equal or greater quality in the same unit of measure.

3. Q: Are 3 years of financial statements required to be submitted?

A: Page 35, paragraph 2 details that 2 prior fiscal years of financial statements are required.

4. Q: Please clarify if SBE preference will apply to the local portion of the RFP.

A: For this solicitation, the Local Small Business Preference will not be applied as stated in the solicitation on page 16, section 1.29.

5. Q: Can you provide a list of reman manufacturers?

A: The current approved list of reman manufacturers, that are STMC certified, are listed below. The specifications have been revised and any manufacturer offered must meet the revised specifications.

Printing Technology Inc. (PTi)

West Point Products

Micro Solutions Enterprises (MSE)

Clover Technologies Group (CTG)

International Laser Group (ILG)

Nu-Kote (pending STMC recertification)

Hyperion (Manufactured by Afex International (H.K.) Ltd.)

6. **Q:** Furniture Section - Several products are Office Depot proprietary products – will you accept alternates?

A: Yes, alternative products equivalent to or better than the item specified may be quoted for proprietary/private brand furniture only in Appendix G Tab G-8. Please indicate on the line item that it is an alternative item.

7. **Q:** Furniture Section - Will delivery and assembly charges be allowed?

A: Yes, please indicate in detail what these charges would be in your offer. Additional costs will be used during the evaluation process.

8. **Q:** Furniture Section - Will product be delivered in cartons or assembled?

A: Assembled should be an option in your offer and cost should be detailed. Additional costs will be used during the evaluation process.

9. **Q:** Appendix G, G1 Tab

Please clarify the purpose of this tab.

A: Tab G1 should include every item that you are offering. This should include your entire in stock and wholesale catalog items including the core items in Tabs G-2 to G-8, excluding G-6.

10. **Q:** Exhibits 3 and 4 - Appendix A

The listing must include all Public Entities Master Agreements for the last three (3) years. Listing must include Master Agreements terminated within the past three (3) years with a reason for termination.

Given the breadth and scope of services Suppliers provide to public entities throughout the United States, would the County agree to narrow the scope of information requested in these Exhibits?

A: For Exhibits 3 & 4, list current and terminated agreements for like material and services being requested in this solicitation

11. **Q:** Section 2.9.4, Cost Proposal Instructions, page 37, 3rd paragraph

Supplier to quote F. O. B. destination, Freight Prepaid and Allowed. All charges including, but not limited to, transportation, packing, and installation, to any location, including desktop delivery within agency facilities, anywhere within Los Angeles

County or any location in all 50 States, must be inclusive in the Supplier's price proposal.

Can Supplier charge special handling fees for special orders, furniture items, bulk items or orders with excessive length & width? Additionally, can Supplier charge shipping for locations in Hawaii and Alaska due to the high cost of serve in those states?

A: Any additional costs will have to be explained in detail with the vendor's offer. These additional costs will be used during the evaluation process.

12. Q: Section 2.9.1, Cost Proposal Instructions, page 36, last paragraph
Suppliers must provide a fixed net pricer of all stocked items and/or wholesale items. The file must be identify whether the items are stocked in your warehouse or stocked by a wholesaler such as United or S. P. Richards.

How will the non-core items be factored into the pricing evaluation?

For items not included in the fixed net pricer is the Supplier allowed to propose a standard discount off of list price?

If Suppliers are restricted to offering only items listed within the fixed net pricer, please detail the proper procedures for offering items not included in the fixed net pricer. Specifically, how is Supplier supposed to honor a customer's request to purchase a unique item not included in the fixed net pricer?

A: In Appendix G, there are multiple tabs. In tab "OFFER G-1", bidders are to record their entire offer. This would be all of the items that you are offering to the County including in-stock and wholesale catalogs. Pricing shall be as instructed in section 2.9.1. This tab shall also include any items listed in subsequent tabs in Appendix G excluding G-9. This is referred to as the "Net Pricer".

Items not listed in the Net Pricer shall be solicited individually by the agency or may be added to the Net Pricer with the approval of the County of Los Angeles.

13. Q: Section 2.8, Cost Proposal, last paragraph page 35, continuing to page 36
. . .category product price proposals shall be firm, fixed prices for one year after the award. Thereafter, price adjustments may be authorized twice per year, with the appropriate justification/manufacturer documentation. Please clarify the anticipated price update schedule. Is the County anticipating future price updates to occur in the October/April time frame, or a January/July time frame?

Additionally, what provisions could be made for new catalog items, particularly dated goods that - - - become available mid year?

A: Price updates shall occur in January and July.

Items not listed in the Net Pricer shall be solicited individually by the agency or may be added to the Net Pricer with the approval of the County of Los Angeles.

14.Q: Section 1.33.17, Termination for Non-Appropriation of Funds, page 26, 6th paragraph

In the event that funds are not appropriated, then the Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Supplier in writing of any such non-allocation of funds at the earliest possible date. Can the County confirm that it will pay for all products and services rendered up through the date of termination?

A: The County will pay for all products and services where a Purchase Order has been released to the vendor.

15.Q: Section 1.33.14(A) and (B), Termination for Default, page 24, last 2 paragraphs
In the event that the County terminates the Master Agreement in whole or in part as provided herein, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated.

The Supplier shall be liable to the County for any and all excess costs incurred by the County, as determined by the County. . . .

What is the length of time the vendor would be obligated to pay cover costs?

A: The vendor is required to incurred such additional costs until such time as a new agreement is implemented.

16.Q: Termination for Default, Section 1.33.14, page 24, 10th paragraph

... in either case, fails to demonstrate convincing progress toward a cure within five (5) working days.. .

Is the County willing to extend the cure period to thirty (30) days if Supplier is in default?

A: The cure period shall be five (5) working days or such longer period as the County may authorize in writing as stated in section 1.33.14.

17.Q: Section 1.33.13, Termination for Convenience, page 23, last paragraph

The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

Is the County willing to extend the notice period to sixty (60) days for termination for convenience?

A: The County will consider alternative language during negotiations with the awarded vendor(s).

18.Q: Section 1.33.1 1, Subcontracting, page 22, 8th paragraph

The requirements of the Master Agreement may not be subcontracted by the Supplier without the advance written approval of the County.

Could the County clarify the definition of a "subcontractor" for purposes of this RFP? For example, would third-party logistics vendors and outsourced customer service providers be excluded from the definition of "subcontractor" under this Section 1.33.1 I?

A: Third-party logistics vendors such as UPS, Fed Ex, common carriers, etc shall not be considered a subcontractor for the purposes of this solicitation. Outsourced customer service providers would be considered subcontractors for this solicitation and must be approved by the County.

19. **Q:** Section 1.33.1, Most Favored Public Entity, page 18,3" paragraph
If the Supplier's prices decline, or should the Supplier at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County. Could the County clarify that compliance with this provision will be based on aggregate, overall pricing?

A: It is based on the aggregate.

20. **Q:** Section 1.7, Master Agreement Term, page 3,1st paragraph
The Master Agreement term shall be for a period of three (3) years from the date of the award, with two (2) additional 12-month extension options which may be exercised at the sole discretion of the County
Can the parties mutually agree in writing to the two **(2)**additional 12-month extensions?

A: Any extension to a resulting agreement from this solicitation shall be at the sole discretion of the County and mutually agreed upon in writing by all parties.

21. **Q:** Section 1.4, Minimum Mandatory Requirement, page 2, 4th paragraph
Proposer must have three (3) years experience, within the last five (5) years, providing office supplies and products equivalent or similar to the services provided to the County.
Are the minimum mandatory requirements applicable to **each** independent dealer(s) that may be participating in a consortium offering?

A: Yes

22. **Q:** To have access to questions and answers and updates are we required to register in some fashion even though we may not be bidding directly?

A: The County will make available to anyone, the answers to questions through an Amendment which will be posted to the County website. It will also be available on the US Communities website.

23. Q: Is the intent of the County that a supplier may bid and be awarded just the OEM cartridge category on the local and/or national level?

A: The County reserves the right to make one total award, one award for each section, multiple awards, or a combination of awards.

24. Q: How will LA county purchase items whose toner part number is not on the bid?

A: The County retains the right to add or delete items from the Net Pricer.

25. Q: Please clarify the estimated volume

- One paper SKU - UPC# 000002338231601 – Domtar Manufacturer# 3160 is estimated at \$200M+, but total bid is estimated to be \$500M. It also references \$115M in paper spend, please clarify.
- Does opportunity still include school supply usage?
- Is toner and paper equally the same amount of the total spend?

On Line 51 of the Paper Core Excel spreadsheet, there is a “formatting error”, that appears in one of the cells that we believe affects the reflected usage. Can you please clarify?

A: a) The correct quantities are listed at the end of this Q&A document.

b) School supply usage is not included.

c) Paper spend is approximately \$119,600,000. Toner (OEM+Reman) spend is approximately \$131,200,000

26. Q: Please define “Public Agency” as it applies to this RFP, especially in Section 4 (a)(ii). Is a federal agency deemed a public agency and is the contract made available to any federal agencies?

A: Reference Appendix I, Section 1 on page 2. A “public agency” is defined as all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations. Federal agencies are able to access U.S. Communities contracts. It is up to each federal agency to determine if these contracts meet their procurement guidelines.

27. Q: On page 4, Estimated Volume, it references \$500M in annual spend; however, when analyzing the data, the spend calculates to approximately \$360M. Can you explain the differences?

A: The estimated value of the whole contract is \$500 Million. The usage data provided in Appendix G is actual usage of the evaluation team and not the entire contract. The \$360 is the estimated value for the entire contract for Appendix G; Tab G2-G6 The evaluation team consists of the County of Los Angeles, City of Los Angeles, City and County of

Denver, Fairfax County, San Diego Unified School District, and Harford County Public Schools.

28.Q: Please clarify if a State has a mandatory contract for its agencies and we notify the state of the Master Agreement as mentioned in Section 4 (a) (vii) that it is at the discretion of the state to participate in the previous state contract or to transition to the Master Agreement.

A: It is at the discretion of the State or any public agency to continue with its current state contract or transition to the Master Agreement. Should the State transition to the Master Agreement, all sales will be reported under the Master Agreement. Whether the State transitions to the Master Agreement or not, the Supplier shall primarily offer the Master Agreement to all counties, cities, special districts, local governments, school districts, private K-12 schools, technical or vocational schools, higher education institutions (including community colleges, colleges and universities, both public and private), and other government agencies and nonprofit organizations located within the state.

29.Q: Please clarify if the price match requirement mentioned in Section 4 (b)(i) is per line item or in aggregate of the entire core list.

A: The price match requirement is based on the aggregate of the contract.

30.Q: Please confirm the price match requirement mentioned in Section 4 (b)(i)(A) applies to only the state where the state contract is held. What controls does the County have in place to ensure that all the RFP Respondents adhere to the pricing guidelines in the pricing proposal on an item per item basis; as to the ability to identifying significant variations of like product and price in respect to the other responders.

A: Yes, Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies that are eligible to utilize the contract. U.S. Communities staff utilize audits, supplier manager oversight and field program manager site visits to monitor compliance with pricing guidelines and commitments. Status of supplier compliance with commitments, terms and conditions is a standard agenda item in quarterly reviews with the supplier, lead public agency and U.S. Communities staff. U.S. Communities in conjunction with the lead public agency monitor and ensure compliance.

31. Q: Please clarify the Exhibit referenced on Page 10 under the heading “U.S. Communities Administration Agreement”. Please clarify why exhibit “B” is labeled differently, from Administration Agreement on page 15 to Sales Report Format on page 27.

A: Appendix I, page 27, Exhibit A to be renamed Attachment 1 and Exhibit B to renamed Attachment 2.

32. Q: Please clarify where the reporting comes from mentioned in Section 5.4 especially the reports entitled (ii) Hot Prospect Sales Report and (iii) New Lead Sales Report.

A: Any awarded supplier(s) shall have access to these reports through the U.S. Communities intranet website.

33. Q: Please confirm that it is acceptable to add a third option to the Canadian Communities affiliate program addendum on page 26. We want to have the option to further explore the possibility of participating after the initial program is implemented. Additionally, please confirm this is an option and not considered a requirement.

A: By checking the box that Supplier wishes to participate in Canadian Communities, Supplier has the ability to further explore this possibility after initial implementation in the United States. Participation in Canadian Communities is not a requirement.

34. Q: Please explain the criteria for how the County determines whether or not to exercise either of the two 12-month extension options mentioned in Section 1.7.

A: The County has a formal process for evaluating agreement extensions, which includes: benchmarking pricing, evaluating vendor performance,

35. Q: Average Order Size was not addressed in the RFP. Is there imperial data that can tell the responders what the average order size has been over the current contract? Average order size monthly, quarterly, annually.

A: Not available at this time.

36. **Q:** What is the expectation for deliveries outside the continental United States, knowing the industry standard is 3-5 days?

A: In your response please provide your delivery time for all areas outside the continental United States

37. **Q:** In Sec 2.8 – Cost Proposal Format, e-Commerce, eCommerce volume was not specified. Please indicate the percentage of orders that are currently transacted through these channels:

Web-based Ordering	_____ %
Telephone	_____ %
Fax	_____ %
EDI	_____ %
Other	_____ %

Desk Top Delivery – How many participants (or percentage of participants against orders), utilize a desk top delivery component? Desk Top being characterized as delivery to department locations.

A: Not available at this time.

38. **Q:** Section 1.33.10, page 22 – *“Each County department or participating agency is to be assigned a customer number to be used in identifying each sale and proper billing address.”* In this section it appears that both entities are treated the same. Question: Are the terms Department and Agency synonymous throughout the RFP and Addendums?

A: The term Department refers to the departments of the County of Los Angeles. The term agency refers to other participating public agencies. If participating agencies have departments and require separate customer numbers be assigned, the agreements vendor(s) must provide.

39. **Q:** Is there a delivery schedule for the supplies? Specifically: a. Do you have warehousing capabilities for the items requested? May we drop ship the supplies to a central warehouse? b. Will the supplier be responsible for delivery to a dock, inside a copy/storage room or an office/warehouse? c. If there is no central warehouse to drop the supplies, how many locations require delivery each month? How many times (per month or quarterly) must the supplies be delivered? Is each location responsible for contacting the supplier directly when they are in need of supplies? Are all of the locations in LA County?

A: For the County of Los Angeles locations, the process may differ. The County consists of 39 departments. Each department will be processing their

own orders. Deliveries may be made to a warehouse or to an inside location. Orders normally will be placed on an as needed basis and delivered Just In Time (JIT). All County locations are located within the boundaries of the County of Los Angeles which is 4000 sq miles.

40. **Q:** How soon after the award is granted is the first shipment required? 30 days from notice of award? 60 days?

A: The award(s) is expected to be made in August 2010 and the official start date of the resultant award(s) shall be negotiated.

41. **Q:** Must products (such as copy paper or ink toner) be from a specific manufacturer or may the products be of comparable quality?

A: Only products noted in Appendix G as noted as Generic/Private Brand can be quoted with alternative products. Alternative paper products in Appendix G may be quoted if the paper product meets or exceeds the specifications provided.

42. **Q:** In section 1.26 "Recycled Bond Paper", the RFP states that the supplier must "agree to use recycled-content paper to the maximum extent possible." Will you provide us the specific percentage of recycled paper content that we must obtain?

A: Minimum 30% post consumer waste.

43. **Q:** May we have a copy of pricing information under the current contract?

A: Yes it may be requested thru a Public Records Request.

44. **Q:** If bidder elects to not participate in the US Communities portion, will the City of Los Angeles still be able to use the County contract?

A: Yes with the approval of the awarded vendor. This is referenced on page 27.

45. **Q:** Will the County allow bidder to access the special costs associated with Hewlett Packard Big Deal pricing? You must tell Hewlett Packard that we are authorized. This is critical as toner otherwise not be as competitive for OEM items. (level playing field)

A: We are not sure what awards will be made at this time.

46. **Q:** Typo: Request for Proposals for Office Supplies and Products on page 25 there seem to be 2 paragraphs lettered C

A: Please correct on your copy.

47. **Q:** Request for Proposals for Office Supplies and Products on page 30 paragraph 2.6 it states “all proposals must be bound and submitted in the prescribed format.” What is the preferred method in which to submit the proposal?

A: This is detailed on page 38, section 2.10.8. The preferred method of bindery is in a three (3) ring binder in the stated format. Submission shall consist of one (1) original hardcopy and nine (9) electronic data CD copies of supplier’s response and related documents. Proposers shall also submit nine (9) unprotected (spreadsheet data shall not be protected) electronic (CD) copies of their cost proposals in Excel format.

48. **Q:** Request for Proposals for Office Supplies and Products on page 38 paragraph 2.10.8 it states “Proposal submission shall consist of one (1) original hardcopy and nine (9) electronic (CD) copies of Supplier’s response, related documents. Proposers shall also submit nine (9) unprotected electronic (CD) copies of their Cost Proposals in Excel format. What is meant by unprotected electronic (CD) copies and also is Excel 2007 version acceptable for this submission?

A: Unprotected copies refers to copies that do not need a password to access the files. Excel 2003 and later is acceptable.

49. **Q:** Appendix A page 8 Required Forms-Exhibit 6 Familiarity with the County Lobbyist Ordinance Certification. I have read the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160 but I am not sure if is necessary to register as a Lobbyist. Do I need to do so?

A: Only if you are a lobbyist do you need to register as stated.

50. **Q:** 1.8 Final Agreement Award determination. Can you please confirm if the County would allow to only respond to a single category? For example just Toner Cartridge OEM or Toner cartridge Remanufactured?

A: Yes, proposers can make an offer by section/category. The County reserves the right to make one total award, one award for each section, multiple awards, or a combination of awards.

51. **Q:** 2.7.4. B1 Proposer’s Qualifications and experience (section B)
How many references are required? 3 or 5?

A: Page 33 states a minimum of 3 references will be required.

52. **Q:** Page 6 Section 1.14 Insurance Statement: The County in no way warrants that the required Insurance is sufficient to protect the Supplier for liabilities which may arise from or relate to the Master Agreement. Question : What other Insurance coverage maybe required.

A: Only insurance that as stated in the RFP is required.

53. **Q:** Page 21, Section 1.33.9 Record retention and Inspection/ Audit Settlement Statement : The supplier agrees that the County, or its authorized representatives , shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to the Master Agreement. Question : Who are the authorized representatives, Are they all Employees of LA County.

A: An authorized representative shall be a designee of the County or a participating public agency.

54. **Q:** Page 35 Section 2.8 Cost Proposal format: Copy paper / Estimated consumption for LA County. Paper
Question : What is the timeline for the Consumption amount to be released.

A: County of Los Angeles paper consumption = \$4,626,651

55. **Q:** Are they looking for one vendor to supply all of these products, or can we pull out items like "labels" and only bid on the items we pull out?

A: No, the County reserves the right to make one total award, one award for each section, multiple awards, or a combination of awards.

56. **Q:** Insurance Requirements - Introduction (page #8) Our company does maintain General Liability Insurance, however, because all products are solely delivered by carriers like UPS - and not by proposer's personnel, Automobile Insurance is carried and maintained by these shipping companies directly. If we provide proof of Automobile Insurance for the carriers we are proposing to use for this contract agreement, is that sufficient?

A: Proof of Insurance from third party carriers is not required.

57. **Q:** Insurance Requirements - Introduction (page #9) I am checking into the status of our personnel but know that most of them are considered to be subcontractors, thus Worker's Compensation Insurance is paid by them when they report their annual taxes, not by proposer. I believe that under our General Liability umbrella policy it includes Employer's Liability Insurance already - is that sufficient?

A: Please see Page 22 section 1.33.11 Subcontracting for requirements.

58. **Q:** Overall Scope of Bid - Section 2.8 (page #35) I see that there are sections regarding providing pricing on General Office Supplies, Copy Paper, OEM Toner Cartridges and Remanufactured Toner Cartridges. Our company currently is an agreement vendor for Remanufactured Toner Cartridges under contract #43165, which is set to expire later this year. We did remit our acceptance of discounting our agreement pricing in exchange for extended our contract by another (1) or (2) years, but never heard back from the County on whether our contract agreement has been extended. Is it the County's intent to not extend our existing contract agreement for Remanufactured Toner Cartridges? Is this current RFP-IS-10255020 meant to replace the existing Remanufactured Toner Cartridge agreements that are in place when they expire? Is this RFP-IS-10255020 an "all or nothing" bid - meaning that Suppliers must bid on every section/commodity above in order to be considered? Or will you award the sections to multiple vendors either in full or in part?

A: Yes, this RFP will replace the existing contract. The County reserves the right to make one total award, one award for each section, multiple awards, or a combination of awards.

59. **Q:** Can we just bid on the Reman toners core G5 or do we have to provide pricing for every item on the bid?

A: Yes, you may bid on one section of the solicitation. The County reserves the right to make one total award, one award for each section, multiple awards, or a combination of awards.

60. **Q:** Are discounts of less than net /30 days considered?

A: Discounts of less than 30 days will be considered as NET. Additional discounts or rebates for volume, e-commerce, etc and will be used in the price evaluation.

Revision of Tab G-3 for paper items which are incorrect on Appendix G

UPC Number	Description	Manufacturer	Manufacturer Product Code	UOM	Units sold
000002338231601	PAPER, RECYCLED, SIZE: 8.5" X 11", 20 LB., WHITE, BRIGHTNESS: 92, MINIMUM 30% RECYCLED CONTENT, 500 SHEETS PER REAM, 10 REAMS PER CASE	DOMTAR PAPER CO LLC	3160	CA	142,761
000002338231611	PAPER, RECYCLED, SIZE: 8.5" X 11", 20 LB., WHITE, THREE HOLE PUNCH, BRIGHTNESS: 92, MINIMUM 30% RECYCLED CONTENT, 500 SHEETS PER REAM, 10 REAMS PER CASE	DOMTAR PAPER CO LLC	3161	CA	1,145
000002338231621	PAPER, RECYCLED, SIZE: 8.5" X 14", 20 LB., WHITE, BRIGHTNESS 92, MINIMUM 30% RECYCLED CONTENT, 500 SHEETS PER REAM, 10 REAMS PER CASE	DOMTAR PAPER CO LLC	3162	CA	1,407
000002338231632	PAPER, RECYCLED, SIZE: 11" X 17", 20 LB., WHITE, BRIGHTNESS 92, MINIMUM 30% RECYCLED CONTENT, 500 SHEETS PER REAM, 5 REAMS PER CASE	DOMTAR PAPER CO LLC	3163	CA	522
000007750277385	PAPER, RECYCLED, SIZE 8.5" X 11", 20#, COLORED, MINIMUM 30% RECYCLED CONTENT, AS FOLLOWS: BLUE, BUFF, CANARY, CHERRY, CREAM, GOLDENROD, GRAY, GREEN, IVORY, LAVENDER, PINK, SALMON, TAN, 500 SHEETS PER REAM, 10 REAMS PER CASE.	DOMTAR PAPER CO LLC	81199	CA	1,754
000007750277331	PAPER RECYCLED SIZE 8.5" X 14" 20# COLORED MINIMUM 30% RECYCLED CONTENT AS FOLLOWS: BLUE BUFF CANARY CHERRY CREAM GOLDENROD GRAY GREEN IVORY LAVENDER PINK SALMON TAN	DOMTAR PAPER CO LLC	81091	CA	100