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May 31, 2012

**Request for Proposal (RFP) RM-12-RFP-050-BY4-TLW for  
Copier Lease and Maintenance Services**

**Amendment Three (3)**

**Part I** – Answers questions submitted by Prospective Offerors

**Part II** – Amends certain sections of the Request for Proposal (RFP)

**QUESTION 1:** Would you provide an editable version (Word or PDF) of the RFP, so that Vendors may easily populate your Pricing Schedules and may easily provide the requested textual responses?

**DMH RESPONSE:** The Department of Mental Health transmits all solicitation documents in PDF format only to ensure that the integrity of the documents remains unchanged and that all Offerors shall have the same format and content of the solicitation to which they may respond.

**QUESTION 2:** Will you be issuing your Award to only one vendor or to multiple vendors?

**DMH RESPONSE:** The Contract Award resulting from this RFP solicitation shall be made to only one (1) vendor.

**QUESTION 3:** . . . **TIME LINE:** Would you make explicit your anticipated "time line" for the Award, the installation(s) and the Year One lease period? B.3 page 3 (and elsewhere) states that the Period of Performance for Year One starts from the "Date of Award"; B.1, page 3 refers to the installation on October 1, 2012; C.5, page 46 states that the lease shall automatically terminate on September 30 of each year; and C.1.1.2 page 42 indicates that, at the time of the

Contract award, all copiers will have an identified time frame/date certain for installation. Should vendors conclude then that, regardless of the installation dates specified at the time of the Contract award, the *invoicing* for the lease and maintenance services *for all copiers* is to begin on October 1st, thus providing the successful Contractor the *twelve* monthly charges for the lease to be quoted in B.5 Part I CLIN's 001 through 006 *for Year One*?

**DMH RESPONSE:** The Contract Award Timeline is from Date of Award for One (1) Year with Four (4) One (1) Year Option Periods. The current Contract Period of Performance expires on September 30, 2012. Invoicing shall not commence from the Contractor who wins the Award stemming from this RFP solicitation until such time that DMH has received the new copiers and installation of the copiers has been completed..In addition, in view of the fact that DMH funding is appropriated by the US Congress on an annual basis, the actual Contract for Copier Leasing/Maintenance is scheduled to expire at the end of the fiscal Year (September 30, 2012), unless DMH is appropriated funding by Congress for the next Fiscal Year (beginning on October 1, 2012) and there has been satisfactory performance made by the Vendor awarded the Contract.

**QUESTION 4:** Would you modify the rows in Section B.5., CLINS 003 and 004, to address the different costs for Black&White and Color copies on the Eleven Color Copiers?

**DMH RESPONSE:** The monthly volume of 900,000 copies on CLIN 002 is inclusive of the black and white copies that shall be made on the color copiers as well as those made on black and white copiers. All black and white copies produced on the color copiers shall be invoiced on CLIN 002. CLIN 003 refers to only the color copies

**QUESTION 5:** Would you clarify Monthly invoicing when you exceed the Excess Monthly totals you list (CLIN'S 002 and 004: 90,000 for the 62 Black&White Models and 8,000 for the 11 Color Models)?

**DMH RESPONSE:** When B/W copies produced on the Monochromatic Copiers and the Color Copiers exceed 900,000 copies in any given month, charges for the copies exceeding 900,000 should be invoiced on CLIN 002. When Color copies produced on the Color Copiers exceed 80,000 copies in any given month, charges for the copies exceeding 80,000 should be invoiced on CLIN 004.

**Question 6:** Also, would you modify Section B to allow a quote for the Total Year (rather than total Monthly) Excess Monthly Charges?

**DMH Response:** All quotes must be submitted as requested in the solicitation. Each B/W copy exceeding 900,000 must be invoiced on a monthly basis and each color copy exceeding 80,000 must be invoiced on a monthly basis.

**Question 7** If you generate Excess Monthly usage exceeding the 900,000 "Monochromatic

(B/W) Copies" listed in CLIN 002 for the 62 B/W Copiers, and/or you generate Excess Monthly usage exceeding the 8,000 "Color Copies" listed in CLIN 004 for the 11 Color Copiers, will vendors be able to invoice you for those additional copies exceeding 900,000/monthly and 8,000/monthly respectively (or will you only be paying invoice amounts for "excess monthly usage" up to those 900,000 and 8,000 monthly limits listed)?

**DMH Response:**

**The Contractor shall invoice and be paid for all B/W copies EXCEEDING 900,000 in any given one (1) month period on CLIN 002 and for all color copies EXCEEDING 80,000.00 in any one month period on CLIN 004. CLIN 001 should include the cost for Monthly Maintenance Charges for sixty two (62) Monochromatic Copiers and charges for up to 900,000 B/W copies per month. CLIN 003 should include the cost for Monthly Maintenance Charges for Eleven (11) Color Copiers and charges for up to 80,000 color copies per month.**

**Question 8:** Please confirm for which specific Copier CLIN's you intend the Accessories mentioned in C.1.1.9 page 43.

**DMH Response: The cost of the requested accessories shall be bundled into the monthly Leasing Charges,**

**Question 9:** Please define the term "Manually" hole punch in C1.1.8 page 43. Please confirm that you want each Model to also offer the ability of End Users to walk up to the Copiers and have holes punched in a sheet (or multiple sheets) of paper WITHOUT either making copies or WITHOUT sending prints from a computer.

**DMH Response:**

**Each model should have the capability for End Users to walk up to the Copiers and have holes punched in a sheet (or multiple sheets) of paper WITHOUT either making copies or WITHOUT sending prints from a computer.**

**Question 10 –** Is the "removable hard drive accessibility" in C.1.1.10 page 43 to be a function capable of being performed by a vendor's trained Technicians or to be a function capable of being performed by any casual end users?

**DMH Response: The "removable hard drive accessibility" should not have the capability of being performed by any casual end users? Other than a vendor's trained technician, only DMH authorized personnel should also have access to remove hard drive if and when necessary.**

**Question 11:** Please explain or give example(s) of your intent in C.1.1.14 page 43. In the RFP, you specify numerous peripherals that you want on the different Models, so we assume that you

do not want THOSE reduced. Do you merely mean "minimize/reduce" OTHER peripherals that you do NOT mention/describe? Or, do you mean that if some function/group of functions can be provided WITHOUT adding a specific peripheral, you would prefer that approach? For example, many Manufacturers' Models can provide scanning to email/servers/PC's/etc (several of your specified requirements) using their own firmware without having to add an additional "peripheral" such as the "ecopy"/"meap" that you mention in Section B Part I.

**DMH Response: If some function/group of functions can be provided WITHOUT adding a specific peripheral, DMH would prefer that approach.**

**Question 12:** Please explain or give an example of what you mean in C.1.1.17 page 43 for the ability to "separate data by ... data range".

**DMH Response: This is a typographical error and should have read DATE range. Essentially, DMH requires the ability to run a usage report by an individual during a given DATE RANGE.**

**Question 13:** Please define this term referenced in C.1.1.20.7 page 44, "No black Out Days".

**DMH Response: Black Out Days are a series of days when services shall not be provided by the Contractor.**

**Question 14:** Are the 25 "no cost relocations" mentioned in C.1.1.22 page 44 spread over the five years total lease period, or are there to be 25 "no cost relocations" per year? Are they "relocations" ... "within a DMH Facility" or "to another DMH Facility within a ten (10) mile radius of original install location" (or either)?

**DMH Response: The 25 "No Cost Copier Relocations" are to be provided, if needed, on a yearly basis. The Relocations may be either within a specific DMH Facility or to another DMH Facility within a ten (10) mile radius of original install location**

**Question 15:** Which models by CLIN are those to be designated "High Volume", and "critical", as mentioned in C.13.3 page 48 for which "... the Contractor shall respond to verbal requests for Service Calls within an average of Two (2) working hours"?

**DMH Response: Please disregard the sentence "However, all Service Calls placed for copiers identified and designated as critical, which are all high volume copier models, the Contractor shall respond to verbal requests for Service Calls within an average of Two (2) working hours." Replace this sentence with the following:**

**All copiers, without exception and especially if a sense of urgency is conveyed in the**

request, shall be designated as Critical and the Contractor's responses to verbal requests for Service Calls must be made within an average of Two (2) working hours. shall be.

**Question 16:** What qualifies as "responding" to a request for a Service Call?

**DMH Response:** An acceptable response to a Service Call is when an Authorized DMH Staff Person receives confirmation that a request for service has been received and a plan of action has been developed to address the problem.

**Question 17:** How do the above One and Two working hour response times relate to the monthly "average 4 hour MTTR" (Mean Time To Repair) referenced in C.1.120 #8 page 44?

**DMH Response:** The MTTR refers to the actual "Down Time" of a copier and the actual Labor Time to complete the repair. The Response Times refers to the actual time the Vendor takes to respond and their acknowledgement of the problem and developing a plan of action to address the problem.

**Question 18:** Where do you specify the "financial penalties" for failure to meet the "average 4 hour MTTR" also mentioned in that section? Are these the "Credits" mentioned in C.13 pages 49-51 when discussing "Monthly Effectiveness Level (MEL)", or are they something different?

**DMH Response:** "Liquidated Damages" which are depicted in Section H.1 of the RFP solicitation provides definition to their usage and assessment.

**Question 19:** Please explain the meaning of the following sentence in C.15.1 page 50, "In any month in which the MEL is less than Ninety (90) per cent, DMH shall not be responsible for paying any charge 'for lack of monthly volume'". How does this sentence relate to your explanation of taking a monthly "credit" when the MEL is less than 90% (and with the "Credit Calculations" as explained in detail in the following C.15.2)?

**DMH Response:** In any month in which the MEL (Monthly Effectiveness Level) of a copier is less than Ninety (90) percent, DMH shall not be responsible for paying the Lease Charges, Monthly Maintenance Charge nor the copy charges for that particular copier because that copier has not meet the "Minimum Monthly Production Volume.

The first statement is an overall expectation, the credit and calculations refer to how DMH shall calculate how much of a credit shall be taken, due to the lack of a functional machine.

**Question 20:** Please confirm the wording in C.15.3 page 50: if an individual copier has less than a 90% MEL for a single Month, you may require its replacement with a new replacement copier, regardless of when the replacement is requested. Is that correct as stated? For example: in the 56th month (nearing the end of its Fourth Option Year), if the copier has less than a 90% MEL for that single month, you may require it to be replaced with a new replacement copier for the

remaining four months.

**DMH Response:** DMH shall require a new or equally aged replacement copier for any installed copier that fails to meet a Ninety (90) % MEL for any single month regardless of the point of progression of the Contract.

**Question 21:** Please confirm the correct hours for the Contractor's responsibility for "Scheduled Routine, Preventive and Emergency Maintenance Services" (C.1.2 page 54). C.1.5 page 54 states that the services "*shall be provided* ..." (a) to 64 New York Avenue until 6:00PM, (b) to 35 K St. on Saturday from 9:00 AM until 2:00 PM and (c) to 821 Howard Rd until (an unspecified) PM.

**DMH Response:** Different facilities within the Department of Mental Health have different days and hours of operation with some locations, i.e.35 K St., NE, are open on Saturday. The hours of operation of each location are as follows:

1. 64 New York Ave., NE Washington, DC 20002  
Monday through Friday from 8:30 AM until 6:00 PM;
- 2 35 K St., NE Washington, DC 20002  
Monday through Friday from 8:30 AM until 5:00 PM  
Saturday from 9:00 AM until 2:00 PM
- 3 821 Howard Rd., SE Washington, DC 20020  
Monday through Friday from 8:30 AM until 5:00 PM
- 4 1905 E Street, SE Washington, DC 20003(Grounds of DC General Hospital)  
Monday through Friday from 8:00 AM until 5:00 PM
- 5 Saint Elizabeths Hospital – 1100 Alabama Ave., SE Washington, DC 20032  
Monday through Friday from 8:00 AM until 5:00 PM

**Question: 22:** Is the "Hourly Charge for Emergency Repair Services" in B.5 Part II page 31 to be a charge for Service provided during hours other than those clarified as "normal working hours"? Are there any other criteria (besides the hours during which the service is provided) which would qualify Repair Service as being "Emergency Repair Service"?

**DMH Response:** Emergency Services are services that are required beyond the normal workday hours or services that are urgently needed on a copier in order to complete a special project, or when a malfunctioning copier appears to present a health and safety hazard.

**Question 23:** : F.3.2 page 64 refers to C.1.1.23 on page 44, but there is no C.1.1.23 on page 44. Since C.1.1 pages 42 to 44 is a listing of "Responsibility of Contractor", should there be a C.1.1.23, listing an additional Contractor Responsibility?

**DMH Response:** C.1.1.23 was removed from this solicitation. Please disregard any references to that Line item.

**Question 24:** Please relate the wording in C.7.1.2 page 46 (about renewing the Contract based on the "...residual value of the preceding lease...") to the wording in F.1.2 page 63 (that the total duration of this Total Contract ,.. shall not exceed Five [5] years"). Will you consider renewing the contract after the Fourth Option Year?

**DMH Response:** The awarded Contract shall be let for a Base (Initial)Year and Four (4) One (1) Year (365 Days) Option Periods. The combination of the Base Year and the Four (4) One (1) Year Option Periods shall result in a Total Contract Period of Performance of Five Years.

**Question 25:** Please confirm that if a vendor is NOT planning to subcontract any portion of the Contractor Responsibilities (should they win the Contract), no "subcontracting plan" is required to be submitted along with their proposal, as discussed in H.10.1.1 page 77.

**DMH Response:** By Law, in order to do business with the District of Columbia, All Contracts in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) MUST have a Subcontracting Plan. There are several areas that meet the criteria of sub contracting including, but not limited to, Installation Services, Copier Relocation Services or other Non Technical Duties or office services which could be subcontracted to another Contractor in order to be a viable competitor for this RFP solicitation Award.

**Question 26:** Please confirm that there is no requirement to enter into a "First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES)", if the vendor has no intention to/requirement to create new/additional jobs "...as a result of this Contract..." as discussed in K.4 page 91.

**DMH Response:** Pages 1, 6, 7, 8 and 9 of The First Source Agreement must be completed, signed and submitted along with the Contractor's Proposal. The Contractor must indicate the names of current employees on page 8 and provide a detailed explanation on page 9 describing why the Contractor shall have no need for new hires for these Contract services.

**Question 27:** Regarding L.2 page 97, will the Copier Brochures NOT be counted as part of the "Technical Proposal" maximum of twenty pages? . Must each page of the Copier Brochures ALSO have each page "numbered and labeled to include the Solicitation number and name of the Prospective Contractor..."? into which of the two envelopes ("Technical Proposal" or "Price Proposal") do you want vendors to place the numerous "Solicitation Attachments (Compliance

Documents)" as vendors are instructed to complete in Section K?
<b>DMH Response: The Brochure shall not be counted against the Maximum of Twenty (20) Pages as limited in the Technical Proposal. All Brochures must have Pagination and must be submitted with the Technical Proposal without labeling with the Solicitation Number.</b>
<b>Question 28:</b> Would you complete the missing text in <u>L.16.3 page 102</u> to clarify any other vendor reporting/certification obligation(s).
<b>DMH Response: Line item L.16.3 is a continuation of L.16 which reads "Each Proposal must provide the following information": L.16.3 reads: ..."If the offeror is a partnership or joint venture, names and address of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements". This means that "if the Offeror is a partnership or joint venture, the offeror must provide the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements"</b>
<b>Question 29:</b> You identify faxing/fax boards as a requirement for all models. Please confirm that you also require faxing on the seven 95 images per minute models (CLINS 005 and 006). Faxing usually is not provided as an option on most Manufacturer's production models in this speed range.
<b>DMH Response: All copier models, including the high production models listed on CLINS 005 and 006 are required to have faxing capabilities.</b>
<b>Question 30:</b> Please clarify your meaning in B.5 Part I "Item Description" page 4 when you list the requirement, "Have USB Readability <i>and locked or have and use parameters embedded in the document</i> ".
<b>DMH Response: This requirement is for a secured readable USB port that allows for the insertion of a flash drive and the ability to copy information from that copier onto the flash drive.</b>
<b>Question 31:</b> Is your current Contractor responsible for removing your current copiers?
<b>DMH Response: The current Contractor shall be responsible for removing all copiers and peripherals currently leased by the Department of Mental Health.</b>
<b>Question 32</b> Do you need to have a removable hard drive removed and locked away or at the end of the contract, the hard drives are removed at a nominal cost and given to customer?

**DMH Response: The Contractor shall include in the pricing of this Contract, services for the removal and secure destruction of all hard drives furnished under this Contract.**

**Question 33:** What should the copy allowance be on each of the devices, 35 ppm, 55 ppm, 75 ppm and 95 ppm machines?

**DMH Response: The 900,000 monthly copy allowance shall be a compilation of all copies made on all copiers that shall be leased under this Contract. DMH does not wish allowances to be set on individual copiers as that would be too difficult to administer.**

**Question 34:** Page 66, Section G.2.1 refers to section H.5.5 yet there is no such section. Please clarify

**DMH Response: Please disregard Section H.5.5. It has been removed from this solicitation.**

**Question 35:** Would a 50 ppm Color machine be acceptable for the (11) Color units?

**DMH Response: A 50 ppm Color Copier shall be an acceptable substitute for the required eleven (11) Color 51 ppm Copiers identified on CLIN 004**

**Question 36:** Is the spiral bound requirement for all 95 ppm machines or just the (1) production unit?

**DMH Response: The spiral bound requirement is only requested on the one (1) production copier identified on CLIN 006.**

**Question 37:** Please expand on your future document management solution expectations/goals as stated in C.1.1.6 on page 42 of 108.

**DMH Response: DMH requires a document management solution that shall provide up to date technology that is easily adaptable to function in the future**

**Question 38:** Please expand on your requirement to separate data by user, department, IDs and data range as stated in C.1.1.17 item 6 on page 43 of 108

- What level of print tracking is required?
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- What **Print** rules would need to be enforced by user, department, etc? (The normal are duplex **printing**, color restrictions for certain file types, etc.)
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- Please provide the number of users to be governed by standard print rules.

**DMH Response:** Please correct item C.1.1.17 item 6 on page 43 of 108 to read “Separate data by user, department I.D. and DATE RANGE instead of data range.

**The level of print tracking required is by Use I.D. and the Number of copies.**

**The Print Rules that need to be enforced are Duplex printing, monthly color restrictions.**

**The number of users to be governed by standard print rules is 1,200.**

**Question 39:** Due to the fact the final day for questions to be submitted is May 22<sup>nd</sup>, this gives only 3 working days with the Memorial Holiday for DC Department of Mental Health to respond and vendors to complete their responses. We respectfully ask for an extension with a new submission date of Friday June 8<sup>th</sup>.

**DMH Response:** The Closing Date has been extended until June 8, 2012 at 12:00 NOON as directed in Amendment Two of this solicitation.

**Question 40:** Would you please provide your best estimate as to how many of which MFP models (CLINS 001 through 006) are to be delivered to which of the five locations (64 New York Ave., NE WDC 20002; 35 K St., NE WDC 20002; 821 Howard Rd., SE WDC20020; 1905 E St., SE WDC 20003 and 1100 Alabama Ave., SE WDC 20032) you identified in C.2.1.5.

**DMH Response:** Please see chart below for the quantity and install locations of the 73 copiers required in this solicitation RFP.

Install Locations	Total	CLIN 001	CLIN 002	CLIN 003	CLIN 004	CLIN 005	CLIN 006
64 NY Ave	16	5	2	2	4	3	
300 Indiana Ave	1	0	1			0	
1905 E Street	3	1	1	1		0	
821 Howard Road	4	0	2	1	1	0	
35 K Street	5	0	2	3		0	
1100 Alabama Ave	44	24	9	1	6	3	1
	73	30	17	8	11	6	1

**Question 41:** Are all of those five locations on one LAN/WAN, or are the five locations all separate and supported by their own independent servers? This will allow us to address the OCR Licensing requirements once you initially confirm which MFP are required to have the OCR capability.

**DMH Response:** All locations are on a single WAN and can communicate with each other across the network.

**ALL OTHER TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL (RFP) REMAIN UNCHANGED.**

Only one copy of this Amendment is being sent to prospective Offerors. Offerors shall sign below and attach a signed copy of this Amendment to each response to the Proposal to be submitted to the place specified for receipt of Proposals. Proposals shall be mailed or delivered in accordance with the instructions provided in the original RFP. In the event your Proposal has been previously deposited with the Department of Mental Health, Contracts and Procurement Services (DMH/CPS), submit this signed Amendment in a sealed envelope, identified on the outside by the RFP Number and submission date. **This signed Amendment must be received by the DMH/CPS on or before Friday June 8, 2012 at 12:00 Noon EST, the date and time for the closing of this solicitation. Failure to acknowledge receipt of Amendment Three (3) for Solicitation Number RM-12-RFP-050-BY4-TLW may be cause for rejection of any Proposal submitted in response to the subject RFP.**

Signed:

  
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Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement Services  
Agency Chief Contracting Officer

Amendment Number Three (3) is hereby acknowledged and is considered a part of the Proposal for Solicitation Number RM-12-RFP-050-BY4-TLW.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name of Firm

\_\_\_\_\_  
Title of Authorized Representative