



# GUAM WATERWORKS AUTHORITY

“Better Water. Better Lives.”

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## GWA IFB No. 2017-11 relative to Printer Pool Plan

### GWA Response to Inquiries No. 2

This Addendum and Response to Request for Information (RFI) is issued to modify the previously issued bid documents and/or given for informational purposes and to the extent the responses below modify the bid documents, please treat them as an amendment to the Bid. The following responses are in response to RFIs received from potential bidders on April 20, 24, May 08 and 09, 2017.

	REFERENCE:	QUESTION/INQUIRY AS SUBMITTED:	GWA RESPONSE:
<b>Questions submitted: April 20, 2017</b>			
	1.)	<p><b><u>Question/Request:</u></b></p> <p>We request that the Item No.1.4 be removed from the bid requirements for consideration and possibly be solicited in a bid/solicitation separate from the requested pool plan.</p> <p>GWA had indicated in its response that the Large Format Print System shall remain part of the bid. Xerox asks for reconsideration to remove the Large Format Print System from the bid as this system is not in the same technology category as the Office Equipment/ Multifunction Devices being requested in 1.1, 1.2, and 1.3.</p> <p>An analogy would be requesting for a fleet lease of trucks/vehicles with a pooled mileage allowance for GWA and requesting that a backhoe be made part of the fleet. These two items are very different and as such supported</p>	Item No. 1.4 Large Format Print System has been amended to be deleted.

		differently.	
	2.)	<p><b><u>Question/Request:</u></b></p> <p>Since item 1.2 configuration is for a lower volume/duty cycle device, Xerox requests that the required minimum combined tray capacity of 3000 sheets with Bypass tray be reduced to <u>2 100 sheets minimum</u> combined tray capacity with bypass tray. Allowing the reduction will allow for more potentially lower cost model and configuration possibilities.</p> <p>GWA had indicated in its response that it requires a minimum tray capacity of 3000 sheets.</p> <p>Xerox asks for reconsideration to reduce the minimum paper capacity from 3000 sheets to 2100 sheets as doing so will allow for consideration of more equipment models thereby increasing competition and likely saving GWA money.</p>	Item No. 1.2 has been amended to reduce the minimum tray capacity of 3000 sheets, to now read as 2100 sheets.
	3.)	<p><b><u>Question/Request:</u></b></p> <p>Since item 1.3 configuration is for a lower volume/duty cycle device, Xerox requests that the required Output Options: minimum 300 sheets output tray be reduced to <u>250 sheets output tray</u>. Allowing the reduction will allow for more potentially lower cost model and configuration possibilities</p> <p>GWA had indicated in its response that it requires an output tray capacity of 300 sheets. Xerox asks for reconsideration to reduce the minimum output tray capacity from 300 sheets to 250 sheets as doing so will allow for consideration of more equipment models thereby increasing competition and likely saving GWA money.</p>	Item No. 1.3 has been amended to reduce the minimum output tray capacity of 300 Sheets, to read as 250 sheets.
	4.)	<b><u>Question/Request:</u></b>	

		<p><b>Question:</b> Can you please confirm/clarify if the decision to renew annually for two additional years beyond the initial 3-year term is based <u>solely</u> on the availability of funds?</p> <p>GWA had indicated in its response that all contract extensions are subject to the availability of funds. We would like to clarify our question: Will GWAs decision to extend the contract beyond the initial 3-year term be based ONLY on the availability of funds? I.e. GWA intends to renew the contract for each of the two years after the initial 3-year term if and only if funds are available. Or put another way, GWA will not cancel the lease after the initial 3-year term if it has the funds to continue the leases for an additional two years in one year increments. Please confirm if this is the case.</p>	<p>Yes.</p> <p>GWA will have the discretion to renew after the initial 3-year contract term and there after the contract may be renewed annually for two (2) additional years not to exceed a total of five years' maximum upon the written consent of both parties. All contract extensions are subject to the availability of funds.</p>
		<b>Questions submitted: April 24, 2017</b>	
	5.)	<p>Pg.6, Item 1.4</p> <p>a. Bullet 1: Please provide clarity on the 10.0 ips speed as listed. What is ips?</p> <p>b. Can the department please indicate the speed in ppm (pages per minute)?</p> <p>c. What type of output tray is required for this device?</p>	<p>Item No. 1.4 Large Format Print System has been amended to be deleted from this IFB.</p>
	6.)	<p>Pg.8, Maintenance and Support</p> <p>a. This paragraph lists 2 hour response time and 3 hours' onsite response time; however, on page 26 under Warranty and Service the paragraph lists response time shall not exceed</p>	<p>Amended to delete language under section IV. SPECIAL PROVISIONS, Line No. 6, entitled Warranty and Service, bullet 5, "Response</p>

		<p>24 hours Monday — Friday. Please clarify.</p>	<p>time to a service-call will not exceed a 24 hour period Monday - Friday".</p>
	<p>7.)</p>	<p>Pg. 8-9, 2<sup>nd</sup> Paragraph</p> <p>a. Just to be clear, in the event a device is deemed to be a lemon, the vendor will replace the lemon with a new device, is this correct?</p> <p>b, Can GWA please indicate a time limitation on this requirement?</p> <p>i. The intent is to hold the vendor liable and ensures the performance of the contract in its entirety.</p> <p>ii. A time limit of no more than 60 days should be implemented to prevent a loaner remaining in place for the duration of the contract.</p>	<p>Yes.</p> <p>As stated under I. BID ITEM(s), entitled GENERAL SPECIFICATIONS FOR BID ITEM, line 7, "Maintenance and Support" second paragraph;</p> <p>If a unit does not meet its published specifications or its performance is unsatisfactory to the operations of GWA, the bidder shall replace the unit with a similar system at no additional cost to GWA. Requests to replace unsatisfactory unit may be made by GWA for reason including, but not limited to: consistent jamming, poor copy/print quality and consistent service calls. All other costs associated with the replacement such as delivery and installation will be at no additional cost to GWA. If a replacement is not immediately available, a comparable loaner shall be provided until such time as a new machine is available. New replacement machines shall be provided to GWA not later than 30 days following GWA's notice to Bidder of the need to replace the machine. All costs associated with the loaner</p>

			shall be assumed by the bidder.
	8.)	<p>Pg. 9, Damaged Equipment</p> <p>a. Please acknowledge that damages caused to a device with harmful intent, vandalism, or neglect is not part of this verbiage. And that GWA accepts the responsible safekeeping and operation of each device,</p>	GWA acknowledged and accepts responsibility for safe operation of each device.
	9.)	<p>ITEMS THAT SHOULD BE LISTED</p> <p>a. Training on the operation of and features of shall be continuous throughout the duration of the lease</p> <p>b. Devices should still remain operational even if a color toner is empty If Yellow, Magenta, or Cyan toner is empty the device should still have the ability to print in black and white</p> <p>c. A Performance Guarantee should include a 'Claw Back Clause" that states: i. If a device is determined to be "Hard-Down" for more than 24 business hours and a Loaner has not been placed, a credit in the amount of \$xx.xx will be applied to the client</p>	<p>Please refer; As stated under GENERAL SPECIFICATIONS FOR BID ITEMS: Line No. 4. Training.</p> <p>Yes.</p> <p>Provisions in the bid remains the same.</p>
	10.)	<p>GWA will consider Federal GSA Contract if offered.</p> <p>a. If GWA accepts a bid from a vendor offering Federal GSA pricing and Terms and Conditions which does this negate the terms</p>	A local vendor offering Federal GSA pricing will be accepted, however the local vendor must comply with

		<p>and conditions listed in bid GWA 2017-11 for Printer Pool Plan.</p> <p>b. If GWA accepts a bid from a vendor offering Federal GSA Pricing and Terms and Conditions the vendor should no longer be considered a local vendor. Utilizing Federal GSA Pricing Terms and Conditions benefits the vendor by not paying profit tax on Guam and avoids paying GRT. This is therefore no longer a local vendor.</p>	<p>GWA's IFB General Terms &amp; Conditions. Federal GSA Terms and Conditions are not allowable under Gam Procurement Law.</p> <p>Local vendors offering Federal GSA pricing will be subject to local preference procedures.</p> <p>For tax information, please refer to the Guam Department of Revenue and Taxation.</p>
	11.)	To provide time for GWA to answer these questions and notify possible vendors, we request the opening bid date be moved to May 10 <sup>th</sup> , 2017.	Please refer to Bid Amendment No.3
		<b>Questions submitted: May 08, 2017</b>	
	12)	<p>Page 6, Item 1.4</p> <p>a. Bullet 1: Please provide clarity on the 10.0 ips speed as listed. What is ips?</p> <p>b. Can the department please indicate the speed in ppm (pages per minute)?</p> <p>c. What type of output tray is required for this device?</p>	Item No. 1.4 Large Format Print System has been amended to be deleted from this IFB.
	13)	<p>Pg. 8, Maintenance and Support</p> <p>a. This paragraph lists 2 hour response time and 3 hours onsite response time; however on page 26 under Warranty and Service the paragraph lists response time shall not exceed 24 hours Monday — Friday. Please clarify.</p>	Amended to delete language under section IV. SPECIAL PROVISIONS, Line No. 6, entitled Warranty and Service, bullet 5, "Response time to a service-call will not exceed a 24 hour period Monday - Friday".

<p>14)</p>	<p>Pg. 8-9, 2<sup>nd</sup> Paragraph</p> <ul style="list-style-type: none"> <li>a. Just to be clear, in the event a device is deemed to be a lemon, the vendor will replace the lemon with a new device, is this correct?</li> <li>b. Can GWA please indicate a time limitation on this requirement? <ul style="list-style-type: none"> <li>i. The intent is to hold the vendor liable and ensures the performance of the contract in its entirety.</li> <li>ii. A time limit of no more than 60 days should be implemented to prevent a loaner remaining in place for the duration of the contract.</li> </ul> </li> </ul>	<p>Yes.</p> <p>As stated under I. BID ITEM(s), entitled GENERAL SPECIFICATIONS FOR BID ITEM, line 7, "Maintenance and Support" second paragraph;</p> <p>If a unit does not meet its published specifications or its performance is unsatisfactory to the operations of GWA, the bidder shall replace the unit with a similar system at no additional cost to GWA. Requests to replace unsatisfactory unit may be made by GWA for reason including, but not limited to: consistent jamming, poor copy/print quality and consistent service calls. All other costs associated with the replacement such as delivery and installation will be at no additional cost to GWA. If a replacement is not immediately available, a comparable loaner shall be provided until such time as a new machine is available. New replacement machines shall be provided to GWA not later than 30 days following GWA's notice to Bidder of the need to replace the machine. All costs associated with the loaner shall be assumed by the bidder.</p>
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	15)	<p>Pg. 9, Damaged Equipment</p> <p>a. Please acknowledge that damages caused to a device with harmful intent, vandalism, or neglect is not part of this verbiage. And that GWA accepts the responsible safekeeping and operation of each device.</p>	<p>GWA acknowledged and accepts responsibility for safe operation of each device.</p>
	17)	<p>GWA will consider Federal GSA Contract if offered.</p> <p>a. If GWA accepts a bid from a vendor offering Federal GSA pricing and Terms and Conditions which does this negate the terms and conditions listed in bid GWA 2017-11 for Printer Pool Plan</p> <p>b. If GWA accepts a bid from a vendor offering Federal GSA Pricing and Terms and Conditions the vendor should no longer be considered a local vendor. Utilizing Federal GSA Pricing Terms and Conditions benefits the vendor by not paying profit tax on Guam and avoids paying GRT. This is therefore, no longer a local vendor.</p>	<p>Refer to answer 10 b.</p> <p>Refer to answer 10 b.</p>
	18)	<p>To provide time for GWA to answer these questions and notify possible vendors, we request the opening bid date be moved to May 10<sup>th</sup>, 2017.</p>	<p>Please refer to Bid Amendment No. 4</p>
		<p><b>Questions submitted: May 09, 2017</b></p>	
	19)	<p>To provide time for GWA to answer these questions and notify possible vendors,</p>	<p>Please refer to Bid Amendment No. 4</p>




		we request the opening bid date be moved to May 17 <sup>th</sup> , 2017.	
	20)	<p>Pg 6, Item 1.4</p> <p>a. Bullet 1: Please provide clarity on the 10.0 ips speed as listed. What is ips?</p> <p>b. Can the department please indicate the speed in ppm (pages per minute)?</p> <p>c. What type of output tray is required for this device?</p>	Item No. 1.4 Large Format Print System has been amended to be deleted from this IFB.
	21)	<p>Pg. 8, Maintenance and Support</p> <p>a. This paragraph lists 2 hour response time and 3 hours onsite response time; however, on page 26 under Warranty and Service the paragraph lists response time shall not exceed 24 hours Monday — Friday. Please clarify.</p>	Amended to delete language under section IV. SPECIAL PROVISIONS, Line No. 6, entitled Warranty and Service, bullet 5, "Response time to a service-call will not exceed a 24 hour period Monday - Friday".
	22)	<p>Pg. 8-9, 2<sup>nd</sup> Paragraph</p> <p>a. Just to be clear, in the event a device is deemed to be a lemon, the vendor will replace the lemon with a new device, is this correct?</p> <p>b. Can GWA please indicate a time limitation on this requirement?</p> <p>i. The intent is to hold the vendor liable and ensures the performance of the contract in its entirety.</p> <p>ii. A time limit of no more than 60 days should be</p>	<p>Yes.</p> <p>As stated under I. BID ITEM(s), entitled GENERAL SPECIFICATIONS FOR BID ITEM, line 7, "Maintenance and Support" second paragraph;</p> <p>If a unit does not meet its published specifications or its performance is</p>

		<p>implemented to prevent a loaner remaining in place for the duration of the contract.</p>	<p>unsatisfactory to the operations of GWA, the bidder shall replace the unit with a similar system at no additional cost to GWA. Requests to replace unsatisfactory unit may be made by GWA for reason including, but not limited to: consistent jamming, poor copy/print quality and consistent service calls. All other costs associated with the replacement such as delivery and installation will be at no additional cost to GWA. If a replacement is not immediately available, a comparable loaner shall be provided until such time as a new machine is available. New replacement machines shall be provided to GWA not later than 30 days following GWA's notice to Bidder of the need to replace the machine. All costs associated with the loaner shall be assumed by the bidder.</p>
	23)	<p>Pg. 9, Damaged Equipment</p> <p>a. Please acknowledge that damages caused to a device with harmful intent, vandalism, or neglect is not part of this verbiage. And that GWA accepts the responsible safekeeping and operation of each device.</p>	<p>GWA acknowledged and accepts responsibility for safe operation of each device.</p>
	24)	<p>ITEMS THAT SHOULD BE LISTED</p> <p>a. Training on the operation of and features of shall be continuous throughout the duration of the lease</p>	<p>Please refer; As stated under GENERAL SPECIFICATIONS FOR BID ITEMS: Line No. 4. Training.</p>

		<p>b. Devices should still remain operational even if a color toner is empty</p> <p>i. If Yellow, Magenta, or Cyan toner is empty the device should still have the ability to print in black and white</p> <p>c. A Performance Guarantee should include a "Claw Back Clause" that states:</p> <p>i. If a device is determined to be "Hard-own" for more than 24 business hours and a Loaner has not been placed, a credit in the amount of \$xx.xx will be applied to the client</p>	<p>Yes</p> <p>Provision in the bid remains the same.</p>
25)		<p>GWA will consider Federal GSA Contract if offered.</p> <p>a. If GWA accepts a bid from a vendor offering Federal GSA pricing and Terms and Conditions which does this negate the terms and conditions listed in bid GWA 2017-11 for Printer Pool Plan</p> <p>d. If GWA accepts a bid from a vendor offering Federal GSA Pricing and Terms and Conditions the vendor should no longer be considered a local vendor. Utilizing Federal GSA Pricing Terms and Conditions benefits the vendor by not paying profit tax on Guam and avoids paying GRT. This is therefore, no longer a local vendor.</p>	<p>Refer to answer 10 b.</p> <p>Refer to answer 10 b.</p>

Bidders are also notified to visit GWA website: [www.guamwaterworks.org](http://www.guamwaterworks.org) to ensure that addenda to the bid, answers to questions, and reminders are communicated to all bidders throughout the solicitation process.

5/19/17  
Date

  
Miguel C. Bordallo, P.E.  
General Manager