

ANSWERS TO SUBMITTED QUESTIONS

#	RFP Reference	Question	Answers
1	Attachment M Cost Proposal Form pages 1 through 3	The document indicates Three Year Maintenance/Service Agreement - continuous years after warranty expiration (RFP section 3.3.3). Based on the way this is presented we assume this will be a price for all three years up front. Please confirm.	Correct, for the line items listed as “Three Year Maintenance/Service Agreement – continuous years after warranty expiration (RFP section 3.3.3)”, please provide a total cost for 3 years of maintenance/service to follow after the initial 2-year warranty period.
2	Attachment M Cost Proposal Form pages 1 through 3	The one year over year option periods indicated age of the system from 3 years to 8 years. If the warranty period is 2 years and you are asking for 3 years of maintenance in the initial acquisition proposal the age of the systems when JBE may seek additional year or years of maintenance support would start at the system age being 6 years through 11 years. Please confirm if we have understood this section correctly.	The equipment is replaced at age 7-8 years. The purchase price includes a combination of warranty and service years that results in 5 years of coverage. After year 5 expires, the JBE purchases single years of coverage for years 6, 7 & 8.
3	RFP Addendum 1 page 3	Subsection 2.4 indicates the term is 3 years with 2 x 1-year options for a maximum potential of 5 years. When reviewing Attachment M Cost Proposal form the data shown only indicates a 3-year term. Is it JBE’s intention to modify and ask the contractor to price the option years prior to the expiration of the 3-year term or is it JBE’s intention to modify and extend the period with a no cost increase extension? Please clarify?	Please refer to Attachment B - Terms and Conditions, Exhibit C, Section 1 which states “ <i>All pricing for Goods, including shipping, installation and training, set forth in this Exhibit C shall remain fixed for the initial three (3) year term of this Master Agreement, as set for in section 2 of the coversheet of this Master Agreement. All pricing for maintenance service will remain fixed for the Term of this Agreement. If the Judicial Council elects to extend the term of this Master Agreement, the Judicial Council will send a Notice to Contractor per Exhibit D, section 5 (Option Terms). The Judicial Council will issue an amendment to this Agreement extending the Term and any agreed upon price adjustments for Goods, shipping, installation and training. In no event will such price adjustment exceed three percent (3%) of the current price.</i> ”
4	RFP Addendum 1 page 6 & 7	3.3.2. Training – after reviewing this entire section question arose as to how in depth the training is required and the type of training i.e., Basic Operator Training, Certified Operator Training or Train the Trainer Training. Basic operator training is up to 2 hrs long, Certified Operator Training is a up to a 4 hr class and Certified Train the Trainer Class is up to 6 hours. If the intention of the JBE is to have the operators train other operators, then a Certified Train the Trainer Course would be necessary. This course it more than the 2 hours in duration. Please advise which course you wish the contractor to provide.	The training is not intended to be certified training. The training is intended to provide basic knowledge of the operation of the equipment. Please refer to Section 3.2 of the RFP for further details of the training required.

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5	RFP Addendum 1 page 7	3.3.3.2 Indicates outside business hour services are billable at an hourly rate. Should this hourly rate be included in the proposal submission under other costs?	Yes, please enter it on the “Other costs” row(s) listed on the Cost Proposal and indicate that it is the rate for services billed outside of business hours.
6	RFP Addendum 1 page 9	3.4.1 Indicates the JBE can order outside the Master agreement with possible alterations to form and format of the PO. Does this mean the JBE can request configuration changes that are not part of the SOW and agreement? If so, are these to be priced outside the confines of Attachment M cost proposal as they do not match the configuration of the equipment in the proposal? In these instances, will the reporting structure on the quarterly reports be applicable?	The JBEs can request configuration changes that are not part of the SOW and agreement. They are priced outside of the confines of Attachment M. The purchase should be included on the quarterly reports.
7	RFP Addendum 1 page 10	3.10 Warranty indicates if the JBE cannot accept the delivery it will be warehoused at a JBE location until the delivery can be made. Warranty on equipment or parts will not be voided. Who is responsible for the second transport as the shipping charges on the cost proposal is a one-time event per equipment? IF it is to be arranged by the contractor would this be funded by modification? With respect to the warranty, once delivered to a JBE warehouse would the clock start on the 24-month warranty since it has been accepted by a JBE entity?	3 questions: 1.Responsibility for the cost of the second transport would depend on the circumstances that resulted in the failure to accept delivery and who was responsible. 2.“funded by modification” – assume this means a modification to the PO. If the JBE is responsible for the cost, the vendor would provide a quote for the second transport and the JBE would issue a PO. 3. The warranty starts at install when the machine is fully functioning and the JBE has accepted it: <i>“3.3.3.1 Contractor shall provide five (5) continuous years of onsite maintenance services and support for the products described in section 3.2 which shall commence on the day the purchased product is installed, fully functioning and accepted by the ordering JBE.”</i>
8	RFP Addendum 1 section 3.2.3 Compact X-Ray page 6	For the Compact Cabinet X-Ray System will JBE accept: Overall dimensions of 65.0” x 33.9” x 49.0” (Height x Width x Length) Tunnel size of 24.4” x 16.5”, Steel Penetration of 30mm steel penetration, An overall weight of 869 lbs.?	No, maximum weight of 600lbs. The dimensions listed are not within the specifications for the compact machines.
9	RFP-FS-2022-02-MB	Do we have to bid on all items, or can we bid on only items we can provide?	Contractor should only bid on the items of equipment Contractor can provide, which are 1) magnetometer; 2) standard cabinet x-ray system; and/or 3) compact cabinet x-ray system. However, for any of those 3 pieces of equipment that Contractor elects to bid on, Contractor must provide costs for all non-optional line items (all lines found above the “Total Cost” line).

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10	RFP-FS-2022-02-MB	Will you accept pricing for multiply units that fit within the designated specifications?	Yes, as long as the unit fits withing the designated specifications, pricing for multiple models can be included in the response.
11	RFP-FS-2022-02-MB	3.2.2.2-Tunnel size (Is there a plus or minus that can be requested on opening)?	There is no plus or minus that can be requested on opening. However, the JCC can accept a tunnel size of at least 20” W x 15” H. Please see Addendum 2 which revises Section 3.2.2.2.
12	RFP-FS-2022-02-MB	9.1.3 – Are full resumes required or can a (1) paragraph resume suffice?	No, full resumes are not required, a paragraph will suffice as long as it provides adequate detail of the individual’s pertinent experience.
13	RFP-FS-2022-02-MB	Will there be an opportunity for price increases throughout the initial 3 year term or after the 3 year term prior to a renewal?	Please refer to Attachment B - Terms and Conditions, Exhibit C, Section 1 which states “ <i>All pricing for Goods, including shipping, installation and training, set forth in this Exhibit C shall remain fixed for the initial three (3) year term of this Master Agreement, as set for in section 2 of the coversheet of this Master Agreement. All pricing for maintenance service will remain fixed for the Term of this Agreement. If the Judicial Council elects to extend the term of this Master Agreement, the Judicial Council will send a Notice to Contractor per Exhibit D, section 5 (Option Terms). The Judicial Council will issue an amendment to this Agreement extending the Term and any agreed upon price adjustments for Goods, shipping, installation and training. In no event will such price adjustment exceed three percent (3%) of the current price.</i> ”
14	RFP-FS-2022-02-MB	Can more than one company be awarded the contract for a category? Example: Can company A and company B both be awarded the Standard Cabinet X-Ray System contract?	Yes, more than one company can be awarded a contract for any of the pieces of equipment identified in Attachment M, Cost Proposal Form.