



**Questions and Answer Set #2  
Request for Proposals (RFP)  
Local Telecommunications Services  
RFP# 060B3490013  
October 9, 2013**

Ladies/Gentlemen:

The Department of Information Technology received the following questions by e-mail for the above referenced RFP. These are answered below for all Offerors:

2. We are conducting a thorough review of the RFP, Pricing Proposal Forms, and other Attachments. We expect to have a significant volume of questions, and potentially follow up questions to the State's initial Answers. Our first set of questions follow. We respectfully request an amendment to both the Questions Due Date and the Proposal Closing Date. Is the State able to amend the Questions Due Date and Proposal Closing Date to Mid December, 2013?

**Answer: Please see Amendment #4, Items #s 1 and 2**

3. The RFP requires resources for inventory management, project management and physical security clearance management. Line items on the Pricing spreadsheets have not been provided for these services. Is the State able to add line items for these services?

**Answer: Inventory management, project management and physical security clearance management are best practices for account management. The State's expectation is that the contractor utilizes these services for account accuracy and control for all customers. No additional lines will be added to the pricing spreadsheet for these items.**

4. Regarding Section 2.3.1, number 9, Diverse Routing and Dual Homing Capability, there are no line items included on the Pricing spreadsheets for these capabilities. Is the State able to add lines items for these services?

**Answer: Diverse Routing and Dual Homing Capability are deleted from this RFP. See Amendment #4, Item #4.**

5. Regarding Section 2.4.6.1 Directory Assistance shall be blocked on all accounts under the resulting State Contract. Is it the State of Maryland's intent to block Directory Assistance for Maryland Universities as well as all other State Agencies and Educational institutions?

**Answer: Yes, directory assistance shall be blocked on all accounts under the resulting contract.**

6. How do we show pricing for products that require more options than what DoIT's pricing sheet allows?

**Answer: Please see Amendment #4, Item #14 (Exhibit #A). Offerors should provide their requested product options along with the associated justification and submit them as questions per Section 1.11 of the RFP. The State will review these and possibly include them in the price sheets.**

7. 3.3.7 Personnel, A) – “The offeror shall provide a matrix...” Does the state have a Matrix template that you would like us to use for this requirement?

**Answer: No, the State does not have a matrix template. Any matrix template that can be understood by a rational representative user will be satisfactory.**

8. In Attachment 2 Contract, Section 31 regarding Limitation of Liability it states, “... Contractor’s Liability shall be limited to two (2) times the total dollar amount invoiced under this Contract up to the date of settlement or final award of any such claim.” Per Amendment #2 to Local Telecommunications Services No. 050B8800008 dated January 10, 2008 the State agreed to reduce this to one (1) times the total dollar amount invoiced. We respectfully request the State to once again reduce the Limitation of Liability to one (1) times the total dollar amount invoiced. If not, can the State please explain its reasoning along with what has changed since the last RFP award for these services that now requires a two (2) times the total dollar amount invoiced, particularly since the contract term is so long (likely 7.5 years) and the expected amount invoiced (also Contractor’s Liability) over that time will be tens of millions of dollars even without a multiplier of 2?

**Answer: The State agrees. See Amendment #4, Item #12.**

9. Per Amendment #2 to Local Telecommunications Services No. 050B8800008 dated January 10, 2008 the State agreed to delete Section 8 of the proposed Contract in Attachment 2 regarding Loss of Data in its entirety. We respectfully request the State to once again delete Section 8 in its entirety. If not, can the State please explain its reasoning to require a Loss of Data clause along with what has changed since the last RFP award for these services that now requires a Loss of Data clause, particularly since these Local Telecommunications Services do not interconnect with the States data network and the Contractor is not being compensated for backing up the State’s data?

**Answer: This is not an onerous requirement. The Contractor should be responsible for any data loss due to “intentional act or omission or negligence...”.**

10. Per Amendment #2 to Local Telecommunications Services No. 050B8800008 dated January 10, 2008 the State agreed to add to the proposed State Contract the following clause: “Disclaimer of Warranties and Certain Damages – Neither party is liable to the other for any indirect, consequential, exemplary, special, incidental or punitive damages, including without limitation loss of use or lost business, revenue, profits, or goodwill, arising in connection with this agreement, under any theory of tort, contract, indemnity, warranty, strict liability or negligence.” We respectfully request the State to once again add this clause to the States proposed contract. If not, can the State please explain its reasoning not to allow it now along with what has changed since the last RFP award for these exact same services?

**Answer: The State does not agree. Please remove your exception.**

11. Per Amendment #2 to Local Telecommunications Services No. 050B8800008 dated January 10, 2008 the State agreed to delete the second paragraph of the State’s standard Rights to Records, “works made for hire” clause of its proposed Contract. We respectfully request the State to once again delete the second paragraph in the State’s standard Rights to Records clause included in Section 5.2 in the State’s proposed Attachment 2 Contract. If not, can the State please explain its reasoning to require a “works made for hire” clause along with what has changed since the last RFP award for these services that now require a “works made for hire” clause, particularly since these are Local Telecommunications Services along with the fact the Contractor is not being engaged or compensated to create intellectual property?

**Answer: The State agrees. Please see Amendment #4, Item 11.**

12. In RFP Section 1, General Information it states, “The State will not accept multiple carriers under a single proposal.” Per Questions and Responses #1 of the predecessor RFP (050B8800008) dated September 27, 2007 the response to the question, will the State accept multiple carriers under a single proposal, was “yes.” In fact, the current contract was awarded to multiple carriers (or affiliate entities) under a single contract so that all the services requested could be provided under a single contract. Can the State explain its reasoning not to allow multiple carriers and what has changed since the last RFP award?

**Answer: The State is separating the RFP into two Functional Areas. See Amendment #4, Items 3 thru 8.**

13. Will the State allow a single award across all LATAs to multiple affiliate entities under a single contract as is the case with the State’s current contract in order that “the full scope of services requested” can be met?

**Answer: The State is separating the RFP into two Functional Areas. See Amendment #4, Items 3 thru 8.**

14. RFP Section 1.5.1 and 1.5.2 includes a Most Favored Customer clause which was not required in the predecessor RFP (050B8800008) or resulting contract award in which the State is currently receiving these services. In addition, since these services are predominantly local access services regulated by the Maryland Public Service Commission which prohibits price discrimination between similarly situated customers, we respectfully request Sections 1.5.1 and 1.5.2 be removed. If not, can the State please explain its reasoning along with what has changed since the last RFP award for these services that now requires a Most Favored Customer clause?

**Answer: The resultant contracts will be multi-million dollar contracts. The State should get favorable rates during the term of these contracts. Since the Maryland Public Service Commission prohibits price discrimination between similarly situated customers, the State does not understand why the Most Favored clause is a concern. Please remove this exception.**

15. The RFP states in Section 1.3, the Contract Type will be “Indefinite Quantity Contract.” However, the State’s template Attachment 2 Contract, Section 4 regarding Consideration and Payment, has a Not to Exceed (NTE) amount. Aren’t these two requirements contradictory? In addition, the current and previous state contracts for Local Telecommunications Services have never included a Not to Exceed amount. As a result, shouldn’t the State delete the NTE amount requirement from the proposed Attachment 2 Contract? If not, can the State please explain its reasoning along with what has changed since the last RFP award for these services that it now requires a NTE amount?

**Answer: All State contracts have a “not to exceed (NTE)” amount, based on proposed pricing and estimated usage. The NTE amount is the contract amount approved by the BPW. If this amount were to be exceeded, any proposed changes will need to be approved by the BPW and a contract modification would be required.**

16. Would the state be willing to accept a bid for SIP Trunking and IP Centrex across all LATAs?

**Answer: Yes. The State is separating the RFP into two Functional Areas. See Amendment #4, Items 3 thru 8.**

17. Section 2.11 Staffing Requirements:

*2.11.1.1 c: Contract Administrator - Serves as the central point of contact on behalf of the Contractor. Responsibilities of this function include, but are not limited to:*

*c)Has the authority to commit the Contractor’s staff and provide any necessary remediation plans.*

Can the State please elaborate on the level of Authority for item c?

Is it the State's intent that the Contract Administrator will have the authority to assign or re-deploy personnel outside any potential contractor's standard management approval process?

**Answer: No. The State cannot elaborate on the level of authority for item c. It is not the State's intent that the Contract Administrator will have the authority to assign or re-deploy personnel outside any potential contractor's standard management approval process.**

18. Section 2.5. Transition In and Transition Out:

*2.5.1 The Contractor shall provide a project manager who shall create a transition-in and transition-out plan for each LATA. The project manager shall be assigned to the project until the transition-in has been completed.*

Will the Transition In and Transition Out Plans cover ONLY accounts and services that are included in the resulting contract?

**Answer: Yes. The Transition In and Transition Out Plans will cover ONLY accounts and services that are included in that resulting contract.**

19. Section 2.5. Transition In and Transition Out:

*2.5.2.5 All State accounts are included in the inventory report (See Section 2.13.2).*

If the State's current inventory includes accounts containing a mix of services that WILL be covered under the resulting contract, and services that WILL NOT be covered under the resulting contract, how shall we deal with the services that will NOT be covered under the resulting contract?

**Answer: The State's intent is an inventory report shall only include accounts that are invoiced under that resultant contract.**

20. Section 2.5 Transition In and Transition Out

*2.5.2.1 Have an account name in the format of SOMD XXX "Identifier" where:*

- *SOMD is the first word of the name*
- *XXX is an agency acronym that is approved by the Contract Manager*
- *The "Identifier" is defined by the Requesting/Billed Agency, with a minimum of 25 characters*
- *The acronym SOMD may only be used for the accounts under this resulting contract.*

*2.5.2.1 last bullet: "The acronym SOMD may only be used for the accounts under this resulting contract." Can the State please elaborate on this requirement? Is it the State's intent that the acronym SOMD be used only, and exclusively for accounts under the resulting contract?*

*Is the State asking that potential contractors discontinue allowing other current and future clients to utilize the acronym SOMD?*

**Answer: No. It is the State's intent that the acronym SOMD be used only, and exclusively for Executive Branch accounts under the resulting contracts, and not used in any participating agreements. The State is not asking that potential contractors discontinue allowing other current and future clients to utilize the acronym SOMD.**

21. Section 2.4 General Requirements

2.4.5 The Contractor shall provide a mechanism to perform an audit of services that appear on an invoice. When requested, this audit of services shall be performed at no additional charge, shall be completed within 30 days of request, and shall indicate any services billed on the invoice that have not been used within the last 90 days.

Can the State please elaborate on what is meant by ...services billed on the invoice that have “not been used” within the last 90 days?

**Answer: The State wants there to be a process in place to validate we are receiving the service(s) that are being billed. As an example, there is a line on an invoice called “Station Message Detail Recording – Common Equipment”. The audit would indicate if that service is being used.**

22. Section 2.4.5 The Contractor shall provide a mechanism to perform an audit of services that appear on an invoice. When requested, this audit of services shall be performed at no additional charge, shall be completed within 30 days of request, and shall indicate any services billed on the invoice that have not been used within the last 90 days.

We’ll need to account for the expected cost to perform this work. Can the State please provide an expected frequency of requests for the audit of services?

**Answer: The frequency would be related to the quantity of incorrect bills received from the Contractor.**

23. Re: Pricing Spreadsheet:

There is only 1 column for installation charges. How do we show one-time change order charges? How do we show NRC waivers that might be offered in cases where additional features or services are ordered at the same as the primary access line?

**Answer: Please see Answer to Question #6.**

24. Re: Pricing Spreadsheet:

FX only has 2 spots for pricing. There are many types of FX services available for various services, (Foreign CO, Interexchange, adjacent, etc). How do we address this?

**Answer: Please see Answer to Question #6.**

25. Re: Pricing Spreadsheet:

If a service is not available or grandfathered how would you like us to show that on the spreadsheet?

**Answer: If the service is grandfathered, indicate the billed rate in the pricing sheet. If the service is not available, enter N/A in the price sheet. These “grandfathered” and “not available” services must be listed in the body of the Technical Proposal as well as in the Executive Summary.**

26. Re: Pricing Spreadsheet:

Usage does not have a spot for local service per minute. Should we include this option?

**Answer: Please see Amendment #4, Item #13, Price Proposal Form (Revised Amendment #4 -10/9/2013).**

27. Re: Pricing Spreadsheet:

PIC and LPIC Charges does not allow for the various pricing types available (ie...mechanized, manual, done with pic, lpic alone). How do we care for this?

**Answer: Please see Answer to Question #26.**

28. Re: Pricing Spreadsheet:

The price table shows usage however it is not listed in 2.3 Service requirements. Should usage options be included as Service Offerings?

**Answer: The State intends that with the purchase of the phone lines, there will be usage.**

29. Re: Pricing Spreadsheet:

Diverse Routing and Dual Homing Capability is included in RFP section 2.3. but no options are on the pricing sheet. Would the State like to include options for services that provide these capabilities?

**Answer: Please see Answer to Question #4.**

30. Re: Pricing Spreadsheet:

DID numbers are also available as a single number. Can the pricing sheet be amended to allow for this?

**Answer: Please see Answer to Question #26.**

31. Re: Pricing Spreadsheet:

ISDN PRI to Centrex Intercom is not shown on the pricing table. There are agencies that currently utilize this service. How shall we handle?

**Answer: Please see Answer to Question #26.**

32. 2.13 REPORTS AND MEETINGS

*2.13.1 Status/Service Meetings*

*The Contractor shall hold a monthly meeting with the State as scheduled by the Contract Manager.*

*For each monthly meeting, the Contractor shall submit an electronic status report, itemizing all transactions between the State and the Contractor for the prior month, the planned activities and accomplishments for the current month and any issues with a proposed solution requiring the attention of the Contract Manager or DoIT management. Attendees for these monthly meetings shall include but not be limited to Contractor Contract Administrator, Contractor Transition Project Manager, Contractor Billing Administrator, Contractor Service Manager, and Contract Manager and any designees.*

Can the State please elaborate on what is meant by “transaction”?

Would the State be willing to submit every transaction in writing (TSR/PO or otherwise), with each transaction submitted individually for tracking and itemization purposes?

**Answer: The State is reviewing this question and will provide an answer in the near future.**

33. 2.13.2 Inventory Reports

*The Contractor shall produce an inventory report for each active account billed under the resulting Contract. During the transition period, the inventory report shall be produced monthly. After the transition period has ended, the report shall be produced at a minimum of once every three (3) months. The report shall include the following information:*

- *The account number*
- *The billing name (corresponding to naming convention in section 2.5.2)*
- *The billing address*
- *The phone and/or circuit ID(s) on that account*
- *The price billed for each item listed if appropriate*
- *The service addresses(s)*
- *For each phone and/or circuit number- the associated LATA*

*The report shall be available in Excel format (Excel 2007 or greater).*

*The Contract Manager shall be notified when a new inventory report is available.*

*The recipients of a report shall be DoIT and any State entity acting as a "Requesting/Billed Agency".*

*The scope of each inventory report shall be consistent with the recipient's access permissions as described in Section 2.2 Account Access.*

Verizon can provide an Inventory Report that includes the required data for all State of Maryland Agency accounts on a single report. Will this meet the State's requirements?

**Answer: Yes. Please see Amendment #4, Item #9.**

34. 2.13.3 Invoicing Reports

*At a minimum of every month, the Contractor shall generate and provide to the Contract Manager a report that includes the following information for each active account invoiced under the resulting Contract:*

- *For Each Account:*
  - *The account name (corresponding to naming convention in section 2.5.2)*
  - *The account number*
  - *The total minutes for each call type (e.g., local, local toll)*
  - *The total usage cost for each call type*
  - *The list of services on each account (e.g., bus lines, PRI, DID blocks)*
  - *The total quantity and cost for each service type*
  - *The total installation cost per account*
- *For the Report Totals*
  - *The total usage cost of all State accounts by call type*
  - *The total of all service charges*
  - *The total installation charges*
  - *The total cost for each account*
  - *The total number of usage minutes by call type*

*The report shall be available in Excel format (Excel 2007 or later). The Contract Manager shall be notified when a new invoicing report is available.*

All of this information is available via various reports available on our customer enablement portal. Is the State able and willing to pull its own reports?

**Answer: There may be some individual reports that the State can pull. A summary report that includes each of the items listed above, across all accounts under any resulting contract shall be available. If not available on the portal, it would need to be provided by the Contractor.**

35. 2.13.5 Performance and Availability Reports

*The Contractor shall make available a report on GOS and service availability metrics:*

- a. *Minimum GOS blockage for period*
- b. *Maximum GOS blockage for period*
- c. *Average GOS blockage for period*
- d. *Availability of acquired services*

Can the State please elaborate on what is meant by GOS Blockage? We are not familiar with Grade of Service Blockage or GOS Blockage.

**Answer: This Section has been deleted. See Amendment #4, Item #10.**

36. 2.3 SERVICE REQUIREMENTS

*2.3.1 The Contractor shall provide local telecommunications service offerings to the State that shall include:*

2.3.1 – Service Offerings, Item 5., SIP Trunking.

The industry standard to enable a SIP Trunking (IP Trunking) solution includes three primary elements: Network Access, Number of Users (Concurrent Calls), and Features. Each element has a number of component options.

Can the Pricing Proposal Form be amended to allow for all SIP Trunking elements and component options?

**Answer: See Answer to Question #6.**

37. Section 2.3.1 – Service Offerings, Item 7., IP Centrex.

Our Hosted VoIP Solution (a Unified Communications Solution) includes three primary elements: Network Access, Number of Users (1 User per License, plus concurrent calls), and Features. Each element includes a number of component options. Can the Pricing Proposal Form be amended to allow for all elements and component options for this service?

**Answer: See Answer to Question #6.**

38. Section 2.3.1 – Service Offerings, Item 9., Diverse Routing and Dual Homing Capability.

These capabilities can be achieved utilizing various service offerings which are not currently included in the Pricing Proposal Form. Can the Pricing Proposal Form be amended to include service offerings to fulfill the Diverse Routing and Dual Homing category?

**Answer: See Amendment #4, Item #4. Diverse Routing and Dual Homing Capability are deleted from this RFP.**

39. General Questions:

How many: 1) Sip Trunks, 2) Analog Trucks, 3) Hosted Seats, 4) 800 Numbers, 5) 800 Minutes, 6) Long Distsnce Minutes Needed, 7) PBX Model, 8) Group for Hosted Voice, and 9) Auto Attendant.

**Answer: 1) Sip Trunks - Please see Price Proposal Form (Revised Amendment #4 -10/9/2013). Note: The quantities identified in each worksheet are for evaluation purposes only. Bidders should use these quantities to complete the pricing entered in the four entry worksheets. The State does not guarantee that the quantities listed in the calculation worksheets will be the actual quantity ordered.**

**2) Analog Trucks - See answer to Question 39 # 1) above.**

- 3) Hosted Seats - The State does not understand this question.**
- 4) 800 Numbers - There are no toll free numbers required in this RFP.**
- 5) 800 Minutes - There are no toll free numbers required in this RFP.**
- 6) Long Distance Minutes Needed - There is no long distance requirement in this RFP.**
- 7) PBX Model - There are over 400 various PBX's installed throughout the state, the majority of which are manufactured by NEC.**
- 8) Group for Hosted Voice - The State does not understand this question.**
- 9) Auto Attendant – There are hundreds of Auto Attendants configured throughout the state. The vast majority of them are provided separately by Customer Premise Equipment (CPE).**