



Maryland Department of Budget & Management

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**Questions/Responses #1
Request for Proposals (RFP)
MICROWAVE AND ANCILLARY EQUIPMENT
PROJECT NUMBER 050R4800405
August 31, 2004**

Ladies/Gentlemen:

This List of Questions and Responses #1 is being issued to clarify certain information contained in the above named RFP. The statements and interpretations of contract requirements which are contained in the following answers to questions of potential bidders are not binding on the State, unless the State expressly amends the RFP. Nothing in the State's responses to these questions is to be construed as agreement to or acceptance by the State of any statement or interpretation on the part of the vendor asking the question as to what the contract does or does not require.

1. Question: Section 3.4.b of the RFP, what is the difference between RFQ's due "...within 3 business days of receipt of the RFQ for equipment only." and "...within 7 business days of receipt of the RFQ for equipment."?

Answer: The RFP has been revised, please see Addendum 2.

2. Question: Section 3.4.c of the RFP "Price quotes provided...must contain link (URL) to manufacturer's MSRP list." If the manufacturer does not maintain an MSRP list on WEB, will that manufacturer not be considered?

Answer: No, if the manufacturer does not maintain the MSRP on the WEB, a written MSRP shall be submitted to the Contract Manager. The MSRP must be updated every 6 months or sooner if the MSRP prices change. Only equipment included on the written MSRP list may be purchased by State Agencies.

3. Question: Section 3.6 Warranty of the RFP calls for "4-hour on-site repair services". There is no "category" in the RFP to recoup the high cost of guaranteeing short interval on-site warranty and repair services. Is the manufacturer expected to include this additional unknown cost in the MSRP?

Answer: Yes, this cost must be included in the MSRP.

4. Question: Section 3.7 of the RFP, what is the maximum time after receipt of the equipment that the customer accepts and assumes full ownership of the equipment?

Answer: Within 60 to 90 days from receipt of the equipment the customer shall accept and assume ownership.

5. Question: Does Section 4.5.1 of the RFP mean that all items within a manufacturer's MSRP for "License MW Equip", "Unlicensed MW Equip" or "Ancillary Equipment" must have the same discount regardless of capacity, power level, etc.?

Answer: For each category, only one discount is allowed, however there may be a different discount for each of the three categories.

6. Question: Section 5.3 of the RFP, what is meant by "discounts...subject to adjustment only as provided in the RFP Section 1.26."?

Answer: The RFP has been revised, please see Addendum 2.

7. Question: Section 1.1, Summary Statement of the RFP states that you may award multiple contracts (up to 3) for each identified product line:

a. Can the State provide data relating to its past purchases of the listed products?

Answer: That information is not available.

b. Does the State have any purchase forecasts relevant to this procurement?

Answer: Although the State of Maryland makes no guarantee of how much equipment would be purchased under any resulting contract(s) from this procurement, it is estimated that the State will spend approximately \$1 to 1-1/2 million per year on microwave equipment.

8. Question: The RFP allows bidders to "write-in" product lines. How will the State evaluate these entries?

Answer: All product lines proposed will be evaluated using the same technical and financial criteria.

9. Question: What documentation does the State require for the "write-in" product lines?

Answer: The same information that is required for the listed product lines.

10. Question: Section 1.23, Minority Business Enterprises of the RFP the State has defined a 25% MBE subcontractor goal:

a. Does this goal apply to small businesses that are bidding as prime contractors?

Answer: Yes.

b. Does this goal apply to small business primes that do not plan to subcontract?

Answer: Yes.

c. Most fixed microwave equipment manufacturers require that those that sell, install and maintain their product obtain specific training and certification for their product line. A search of the MBE directory on the MDOT site has yielded no MBEs that meet the manufacturer's certification requirement. Under these circumstances, will the State waive this MBE requirement?

Answer: All Offerors are expected to make a good faith effort to meet the MBE goal; at this point the State has no intentions of revising the MBE requirements. In the rare event that the apparent awardee believes a waiver is necessary of the overall MBE goal or of any sub-goal by MBE classification, it may submit a waiver request that complies with COMAR 21.11.03.11 in the place of the MBE Participation Schedule.

11. Question: Section 3.2, Technical Requirements of the RFP:

a. The procurement appears to be voice oriented (inferred from the FT-1 through OC-3 requirement). Does the State have a requirement for wireless links for data (Ethernet) traffic, or data traffic with wayside T-1's?

Answer: Offerors are encouraged to offer complete product lines within the required categories of Licensed and Unlicensed microwave, including data.

b. Does the State, like the federal government, have a buy-American product preference?

Answer: No.

c. Attachments F-1 through F-3, call for a single fixed discount structure across a manufacturer's entire product line. Discounts in many cases vary by product families and microwave units versus accessories and service contracts within a family. How does a bidder accommodate this variance given the structure of the attachments?

Answer: Offerors are to provide a discount of the MSRP by equipment category which means discount off MSRP for Licensed Microwave equipment, discount off MSRP Unlicensed Microwave equipment and discount off MSRP Ancillary equipment.

12. Question: Section 3.2.1, Category 1 Licensed Microwave Communications Equipment of the RFP, can the State define "protected and unprotected" equipment, is the State looking for a "protection switch" between the antenna and multiple radios for higher availability?

Answer: Protected and Unprotected in microwave language means Hot Standby – A radio and B radio – when the A radio fails; the B radio automatically takes over.

13. Question: Section 3.2.2, Category 2 Unlicensed Microwave Communications Equipment of the RFP:

a. Unlicensed microwave systems are capable of providing capacities well beyond a single T1 or E1. Will the State amend its requirements to include the FT-1 to OC-3 range?

Answer: Most State Microwave Systems are licensed Public Safety Systems. Unlicensed microwave's main use for the State will be for non-public safety, short hops, or last mile connections with an E1 or T1 capacity.

b. Laser technology is listed as an alternative to RF. Attachment F-2, however, lists no manufacturer of laser systems. Will the State consider adding manufacturers of eye-safe laser systems (operating at 1550 nm)?

Answer: Offeror's are encouraged to write in laser optic product lines (use a blank sheet and attach to Attachment F2 if necessary).

14. Question: Section 3.4, Ordering Process of the RFP, Item b - The 3 and the 7-day turnaround requirements appear to be identical, is the RFP missing something?

Answer: The RFP has been revised, please see Addendum 2, Contractors are required to reply to an RFP within 3 business days.

15. Question: Section 3.6, Equipment Warranty of the RFP:

a. Items a and c appear to be in conflict. Item a requires 8:00 AM to 5:00 PM local phone support while item c calls for a 24 x 7 technical support and repair center availability, please clarify.

Answer: The 8:00 am to 5:00 pm local time phone support is an equipment warranty requirement. The 24 X 7 is a general technical support requirement.

b. Item a is the 4-hour on-site repair a business hour or clock hour requirement. Does the clock start prior to problem determination over the phone or once it is decided that a site visit is necessary?

Answer: Once it is decided that site visit is necessary.

c. Item d, is the 24-hour part exchange requirement to be available 7 X 24?

Answer: The requirement is for a 24-hour turn-around time, not 7 X 24 availability.

d. Most manufacturers offer a 7 X 24 technical support and parts exchange program at an additional cost. This level of support is generally offered when the customer purchases a "service agreement" at an additional cost and

the item has a SKU that is separate and distinct from the equipment purchase. Will the State purchase this additional coverage each and every time it purchases equipment?

Answer: The warranty requirements listed in section 3.6 are to be included as part of the equipment offering at no extra cost to the State.

e. Will the State consider purchasing a critical parts kit in lieu of an expensive 7 x 24 support contract?

Answer: See answer to Question 15.d above.

f. When the State has purchased just the equipment (no installation services), is it correct to assume that no installation/configuration of failed components is required? If installation/configuration is required, how does one include the price in the bid?

Answer: This contract is for equipment only; no installation of any kind is to be provided.

16. Question: Section 4.4.2.4, Offeror Experience and Capabilities of the RFP asks offers to provide references capable of documenting the offeror's ability to manage projects of comparable size and complexity. The RFP however, makes no representation about either the size or the complexity. It makes no commitments that the State will buy anything at all off this contract. Can the State provide some guidance as to how one is supposed to address this requirement?

Answer: Although the State of Maryland makes no guarantee of how much equipment would be purchased under any resulting contract(s) from this procurement, it is estimated that the State will spend approximately \$1 to 1-1/2 million per year on microwave equipment.

17. Question: Section 4.4.2.5, Economic Benefit Factors of the RFP makes no representation about either the size or the complexity. It makes no commitments that the State will buy anything at all off this contract. Can the State provide some guidance as to how one is supposed to address this requirement?

Answer: Although the State of Maryland makes no guarantee of how much equipment would be purchased under any resulting contract(s) from this procurement, it is estimated that the State will spend approximately \$1 to 1-1/2 million per year on microwave equipment.

18. Question: Section 4.4.2.6, Financial Capability and Insurance of the RFP:

a. Item a asks for an analysis of financial statements/reports. This is a vague requirement. Can the State please specify exactly what needs to be provided?

Answer: An analysis of the Offeror's financial statements/reports by a financial institution, auditor or CPA should be provided as part of the Technical Proposal.

b. Item b asks for a certificate of insurance but does not state what the minimum liability and other limits are. Could the State please specify?

Answer: The amount of the insurance shall be a minimum of \$1,000,000.

19. Question: Attachment A, Item 17, Delays and Extensions of Time states that the State will not accept any charges or claims for damages can be made by the contractor for any delays and hindrances regardless of the cause in the performance of services under this contract. If the State is absolved of any and all errors and omissions, what incentive does the State have to do its part? Will the State substitute fair consideration, arbitration or a defined appeals process?

Answer: Section 18 of the Contract (Attachment A), required by COMAR 21.07.01.13, also provides: "Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers."

Therefore, in the event that the contractor believes that the State, in either its sovereign or contractual capacity, has caused the need for a time extension, the Contractor may request a time extension or file a claim pursuant to Section 10 Disputes on that basis. Resolution of any such claim, including appeals, will follow the procedures of that Section 10; State Finance and Procurement Article, Title 15, subtitle 2 Annotated Code of Maryland; and COMAR 21.10 (Administrative and Civil Remedies). Please note that the State considers prompt performance and completion of the project important.

20. Question: Attachment A, Item 18, Suspension of Work, if the State unilaterally suspends, delays or interrupts work, is there a mechanism for the contractor to bill for lost time and other auditable expenses?

Answer: In the event that the State exercises its rights pursuant to Section 18 of the Contract, required by COMAR 21.07.01.17, the Contractor may file a claim pursuant to Section 10 Disputes to seek payment for related contract expenses. Similar rights are provided in Section 2.2 of the Contract for claims for equitable adjustment based on a change ordered by the Procurement Officer.

21. Question: The RFP does not set either a billing or a payment schedule, are payments Net 30? How often can contractors bill?

Answer: Please see Section 4.2 of the Contract (Attachment A to the RFP) which states, "Payments to the Contractor shall be made no later than thirty (30) days after the State's receipt of a proper invoice for performance by the Contractor, acceptance by the State of such performance, and pursuant to the terms of the RFP. " In addition, Contractor(s) may submit an invoice to the State of Maryland for payment after equipment is delivered in accordance with the requirements of the RFP.

22. Question: Section 4.1 of the RFP states that offerors must submit separate proposals for each product line. Can offerors presume that different model radios would still be in one product line?

Answer: Yes.

23. Question: It is clear that the Technical Proposal must not contain pricing. However, Section 4.4.3 of the RFP, which is instructions for submission of the Technical Proposal, instructs offerors to submit a pricelist. Should the pricing only be in Volume II, Financial or are you asking for the suggested list price in Section 4.4.3 without a discount since the discounted products belong in Volume II?

Answer: The MSRP price list asked for in Section 4.4.3 of the RFP should be provided with the financial proposal only.