

**Questions & Answers Set #2 to  
Request for Proposals (RFP)  
Microwave and Ancillary Equipment and Services  
RFP #060B0400006  
April 1, 2010**

Ladies/Gentlemen:

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

**Question 9:** Regarding the section below

Section 1.2 Background

Can the State provide a list of equipment (make, model, quantity) that is or will be installed prior to the expiration of the current contract and for which a Functional Area III bidder may have to provide installation maintenance, support and training?

What was the dollar amount of the services expenditure during the past fiscal year?

**ANSWER: Offerors are to submit Letters of Authorization for all the manufacturers upon whose equipment they are authorized to perform FA III services (Installation, Repair, Preventative Maintenance Services). Also, see Addendum #4 for the new Attachment D-III that adds for “Manufacturers”.**

**The actual FA III support needed will be defined at the TORFP level by an individual agency.**

**Since there was not previously a contract for microwave services, the State cannot provide the services expenditure during the past fiscal year.**

**Question 10:** Regarding the section below

Section 1.9 eMaryland Marketplace Fee

There is no mention of a fee in this paragraph. If there is a fee to be paid to eMM, what is the fee schedule?

**ANSWER: Please see Section 1.9 of the RFP for eMM registration information. There is no fee to register for eMaryland Marketplace and an Offeror must be registered to receive a Contract award.**

**Question 11:** Regarding the section below

Section 1.19 Public Information Act Notice

Does the State intend to publish the prices offered by all bidders regardless of whether they are selected for a contract award? If just the latter, what is the harm if bidders ask to keep prices confidential unless they are selected for award?

**ANSWER: The prices offered by bidders who do not receive a Master Contract will not have their prices published. Only bidders who receive an award and become Master Contractors for Functional Area III on this contract will have their labor prices published on the web site.**

**Question 12:** Regarding the section below

Section 1.25 Small Business Reserve

What percentage of the PORFP dollar amounts has the State designated for SBR? If there is no specific goal, please explain why there is one for MBE but not for SBR.

**ANSWER: Please see Section 1.25 for more information about the Small Business Reserve (SBR) Program. The MBE Program and the SBR Program have different criteria. The MBE Program is based on sub-contractor goals, while an entire PORFP would be designated a SBR PORFP.**

**Question 13:** Regarding the section below

Section 1.36 Prompt Pay

This section calls for prompt payment of all subcontractors. Is the State subject to the same provisions with respect to payment to prime contractors? Please clarify.

**ANSWER: The State will pay a properly formatted invoice from a Prime Master Contractor as stated in Section 4 of the Contract (Attachment A of the RFP).**

**Question 14:** Regarding the section below

Section 2.2.4 General Requirements

Does the State consider “prepaid” to be the same as FOB destination or is it prepay and add?

If no delivery time is specified, it is 10 business days or less. If the delivery time is specified as 9 business days or less, it is an expedited order and a separate charge can be applied. Is the bidder supposed to provide prices for First Overnight, Priority Overnight, Overnight, 2-Day and 3-Day express delivery. Because of their size/weight, some items can only be shipped by Freight Carrier. Will the State allow bidders to make this a “cost plus” item? It will certainly simplify the pricing.

**ANSWER: Prepaid means FOB destination and the seller is responsible for delivery charges. Prepaid does NOT mean prepay and add.**

**If the delivery time is specified as 9 business days or less, it is an expedited order and a separate charge can be applied. During the PORFP process, the Master Contractor and the requesting Agency should work out the necessary delivery requirements on expedited orders. These delivery requirements on expedited orders will allow for a separate delivery charge.**

**The point the State is trying to make is that delivery charges are to be included in the price for non-expedited delivery orders. For expedited delivery orders, the Master Contractor can charge for delivery costs, but again this should be specified in the PORFP/PO.**

**Question 15:** Regarding the section below

Section 2.2.7.1 General Requirements

One cannot drive across the State in 2 hours. During certain times of the day, in certain parts of the State, one cannot drive 20 miles in 2 hours. During recent snow storms, people could not get out of their driveways, let alone navigate unplowed streets. Given this fact and a prohibition against knowingly making false statements (Section 1.29), how can the State require Master Contractors to make a 2 hour response commitment without any caveats?

**ANSWER: Please see the State's response to Question #8 in Q&A Set #1.**

**Question 16:** Regarding the section below

Section 2.2.7.2 General Requirements

The pricing table in Attachment D-III makes no provision for rates other than standard business-day rates. Can bidders add columns to the table to propose one or more premium rates? When rates vary based on whether the work is performed after business hours or involves overtime, holiday or weekend work, and if only one premium rate can be proposed, then the highest rate should be in the pricing table. Please confirm/clarify.

**ANSWER: See Addendum #1. A premium rate schedule is now included.**

**Question 17:** Regarding the section below

Section 2.3 Functional Area I

Item f. calls for a standard 2-year warranty. However, providing a 2-year warranty is not standard across the industry. Several manufacturers offer just a 1-year, return to depot, warranty. In such cases is the State asking the Manufacturer/Distributor/Reseller to include an extended warranty to cover the difference or is the intent to disqualify any manufacturer/bidder who does not provide a 2-year warranty? Please clarify.

**ANSWER: See Addendum #4. The State requires a minimum 1-year warranty. If a manufacturer has only a standard six-month warranty, the State wants the Master contractor to add the necessary additional extended warranty in its price so the State has a 1-year warranty on licensed microwave parts. If an agency desires a longer extended warranty, this will be specifically identified in the PORFP. Please note that extended warranty is now under Functional Area IV (See Addendum #4 for discussion of FA IV). Approved FA I/FA II Master Contractors would have to also be an approved FA IV Master Contractor to bid on PORFPs that require equipment with an extended warranty.**

**Question 18:** Regarding the section below

Section 2.4 Functional Area II

There is no warranty requirement for unlicensed band radios. Is this an oversight?

**ANSWER: Please see Addendum #4. Unlicensed radios and ancillary equipment will include the standard warranty provided by the manufacturer. This standard warranty will be no less than a one year warranty. If a manufacturer has only a standard six-month warranty, the State wants the Master contractor to add the necessary additional extended warranty in its price so the State has a 1-year warranty on unlicensed microwave parts. If an agency desires a longer warranty, this will be specifically identified in the PORFP.**

**Question 19:** Regarding the section below

Section 2.5 Functional Area III

Item 2.5.3 calls for “On site warranty”. Please clarify what is intended here. So if the State purchases an Extended Warranty through an Area I or II contractor, it expects an Area III contractor to provide on-site services at no charge. This makes no sense.

**ANSWER: The State will procure equipment under FA I/FA II with at least a standard one year warranty. The State will procure extended warranty under FA IV. (Therefore, FA I/FA II Master Contractors must also be approved FA IV Master Contractors to bid on PORFPs that require both equipment and extended warranty.) Assume the State buys equipment from an FA I or FA II Master Contractor/FA IV Contractor with an extended warranty and the equipment fails to work. The State expects the FA I or FA II Master Contractor to perform repair/replacement or have one of its subcontractors effect repairs/replacement.**

**Question 20:** Regarding the section below, there are several parts to the question.

Section 2.6 Warranty

a) Again, the RFP calls for “on site warranty” and this time it calls for the Master Contractor for Functional Areas I & II to provide it. Manufacturers and distributors do not get involved in equipment issues unless the equipment was DOA. Functional Area III is for installation, maintenance and repair. The Master Contract holders for Area III will have installed, configured, tested and turned-over the equipment to the State. Please clarify the role of the Master Contract holders in Areas I & II with respect to warranty issues.

**ANSWER: If a FA I/FA II Master Contractor provides a standard warranty, the State expects the FA I or FA II Master Contractor to perform repairs/replacement or have one of its subcontractors effect repairs/replacement that were specified in the PORFP/PO.**

**If the State also specifies an additional extended warranty and you are not a FA IV Master Contractor, you will NOT have the opportunity to respond to PORFPs that specify both FA I/FA II (M/W radios) and FA IV (extended warranty) requirements.**

**If the PORFP requires FA I/FA II equipment and FA III installation, only those Master Contractors who are qualified as Master Contractors in both FA I/FA II and FA III will be sent a PORFP. That is, if you are NOT a Master Contractor for both FA I/FA II and FA III, you will not have the opportunity to respond to PORFPs that specify both FA I/FA II and FA III requirements.**

**It is important to note that you must submit at least one manufacturer’s Letter of Authorization per Functional Area to receive an award in that Functional Area. You can add additional manufacturers to Functional Areas throughout the contract, BUT only if you are authorized in that Functional Area from the beginning of the contract.**

**Additionally, if you are offering a proposal for Functional Area III; you must submit at least one manufacturer's Letter of Authorization for Functional Area III and you must submit labor rates for all the Labor Categories you are proposing within Functional Area III. You CANNOT add additional labor rates after award.**

b) Also, per the requirements, all equipment repairs (including on-site replacement) that fall under the manufacturer's warranty are to be carried out at no charge even though the standard warranty stipulates that all repairs are "return to depot" and do not include any on-site labor. Is this correct?

**ANSWER: The Master Contractor is required to provide warranty repairs as specified in the PORFP.**

If the State purchases equipment only from an Area I or II contractor and engages the services of a Area III contractor to install it, who is responsible for fixing any problems?

**ANSWER: If the PORFP requires FA I/FA II equipment and FA III installation, only those Master Contractors who are qualified as Master Contractors in both FA I/FA II and FA III will be sent a PORFP. That is, if you are NOT a Master Contractor for both FA I/FA II and FA III, you will not have the opportunity to respond to PORFPs that specify both FA I/FA II and FA III requirements.**

The second paragraph introduces the concept of "installation terms". Is it correct to assume that it involves both product and installation services? If so, Functional Area I and II can only provide equipment and Functional Area III can only perform services. So if a PORFP is to be issued under "installation terms", to whom can it be issued and how does the State envision it working?

**ANSWER: The State doesn't understand the question. The PORFP will specify the product and/or services to be provided. Only Master Contractors who are qualified in the required Functional Areas will be sent a PORFP.**

Acceptance testing, item a – Is the interpretation correct that the State may hold up accepting microwave radios (purchased from Area I or II contractors) until the Area III contractor completes the installation? Will this not lead to delays if the product was faulty or the installation was incorrect? Will one contractor not be penalized for tardiness or issues caused by the other?

**ANSWER: The State doesn't understand the question. The State anticipates a clear line of responsibility in the performance of POs.**

Acceptance testing, item b – If the State orders equipment only, what is the time limit for acceptance? The implication is 30 days but is not explicitly stated. What happens if the State orders the wrong item?

**ANSWER: Acceptance will be defined in the PORFP as either receipt or installation. The State will return items if the State orders the wrong item. Please see Addendum #1, item #1 regarding Section 2.2.3 regarding equipment return.**

**Question 21:** Regarding the section below

## Section 2.7 Procedure for Adding a Manufacturer's Product Line

What is the procedure for deleting specific items from the manufacturer's product line? Over the life of the contract several items will be superseded and the old items discontinued.

**ANSWER: The Letter of Authorization is from the manufacturer that authorizes the Master Contractor to sell/service that manufacturer's product line. Superseded items and discontinued items are irrelevant.**

**Question 22:** Regarding the section below

## Section 2.12 Material Costs

The State reserves the right to procure material from other sources when it is in the best interest of the State to do so and without notice to the vendor. Any material charges incurred by the Master Contractor shall be with prior approval of the agency and billed on a pass-through basis. Material charges cannot exceed the Master Contractor's invoice cost of materials. Manufacturer's invoice must accompany any billing to the State to document the cost of replacement parts.

In a case where a Master Contractor has responded to a PORFP for Functional Area I equipment, and been issued a PO for the equipment, can the state provide an example for what type of "material charges" it refers to in the above section? Could the state require that items ordered from the Master Contractor on the state's PO be subject to this clause?

**ANSWER: Anytime a Master Contractor buys materials outside the scope of what is described in FA I, FA II or FA III, but is needed to complete the PORFP task, these materials will be billed on a pass-through basis. Examples would be ladders, motors, wire, bolts, fuses, etc.**

**The State does not understand the "Could the state require that items ordered from the Master Contractor on the state's PO be subject to this clause" question.**

**Question 23:** Regarding the section below

## 3.5.3 For Functional Area III – Installation, Repair, Preventative Maintenance Services and Manufacturer's Extended Warranty:

Offerors must complete Attachment D-III Labor Rate Schedule for Installation, Repair, Preventative Maintenance Services and Manufacturer's Extended Warranty. Prices at the PORFP level may be quoted as fixed price. When combined with an equipment purchase in the PORFP, prices for Installation must be priced separately from the price of the equipment in the Financial Proposal.

a) Can bidder add labor categories?

**ANSWER: Offerors cannot add labor categories without the State first issuing an Addendum. Offerors who feel that additional labor categories should be added should send in questions recommending the new labor categories with a narrative/description of the labor category and their rationale for needing the new labor category.**

b) Are the rates to be quoted hourly, daily, weekly?

**ANSWER: Please see Attachment D-Price Proposal Forms and Instructions (page 47 of the RFP) at the bottom of the page:**

**“Offerors are required to record the fully-loaded hourly prices they are proposing for each listed item.”**

c) May the bidder use separate price sheet to describe and price Manufacturers Warranty, and Extended Warranty services?

**ANSWER: Offerors can certainly describe their Manufacturers Warranty, and Extended Warranty services in their technical proposal under their Order Fulfillment Capabilities as part of their customer service.**

**Specific warranty requirements will be detailed in individual PORFPs. However, Manufacturers Extended Warranty pricing will be based on MSRP pricing. See Addendum #4.**

**Question 24:** Regarding the section below

3.5.1 For Functional Area I – Licensed Microwave Radios, ancillary equipment, test equipment and installation supplies:

Offeror’s shall certify by signing Attachment D-I, that the Offeror shall provide pricing no higher than MSRP in the response to the PORFP. The MSRP is being used as a baseline for price only.

For items not having an MSRP, as in the case when a manufacturer is the only distributor of their own product, then the manufacturer’s proposed price on their letterhead will be sufficient. The State will consider the procurement to be competitive if two or more qualified offers are received in response to a PORFP. If only one response is received for a PORFP, the procurement officer is required to provide a written determination that the price is fair and reasonable.

To clarify, we understand that to comply with this section we must submit our price list for products that we wish to bid, and sign Attachment D-I?

**ANSWER: No, you are not to submit a price list with your proposal to this RFP. In your price proposal, you are to certify by signing Attachment D-I, D-1A, D-II and DIV that the you, the Offeror, shall provide pricing no higher than (less discount if Attachment D-1) for the manufacturers that authorized you to sell/service their products.**

**Question 25:** Would the state consider a revision to clause # 27 (Risk of Loss and Transfer of Title) as follows:

Risk of loss for conforming supplies, equipment and materials specified as deliverables to the State hereunder shall remain with the Contractor until the supplies, equipment, materials and other deliverables are accepted by the State, as evidenced by a written statement of acceptance from the State to the Contractor that expressly specifies the supplies, equipment, materials and other deliverables that are subject to such acceptance. **Risk of Loss and** Title of all such deliverables passes to the State upon acceptance by the

State, **such acceptance which will not be unreasonably withheld**, subject to the State's payment for the same in accordance with the terms of this Contract. **In addition, acceptance by the state will be deemed to have occurred within 30 days of delivery.**

**ANSWER: The Risk of Loss and Transfer of Title clause is Section #28 of Attachment A (The State's Contract). The State will not change Section #28.**

**Question 26:**

Would the state consider re-instating into the contract the liability limitation language that exists in the current contract, under section 27? Below is the language from the existing microwave contract.

**ANSWER: The State will not add limited liability language to Attachment A (The State's Contract).**

**Question 27: Paragraph 1.24** of the RFP states "*A minimum overall MBE subcontractor participation goal of 25% has been established for Master Contracts awarded pursuant to this RFP only under Functional Area III-Installation, Repair and Preventive Maintenance Service.*" **Paragraph 3.2.4.6 Other Required Submissions part D)** states "*Completed Attachment G-1 Offeror Acknowledgement of PORFP MBE Participation Commitment.*" Please clarify whether proposers offering equipment only for FAI or FAII are required to include Attachment G-1 in their submission.

**ANSWER: There is no MBE requirement for FAI or FAII Master Contractors. Proposers offering equipment only for FAI or FAII are not required to include Attachment G-1 in their submission.**

**Question 28: Paragraph 2.2.4** states "*All equipment is to be delivered, prepaid, to the location specified in a PORFP within 10 business days from the date of receipt of the PO.*" Licensed microwave is frequency dependent and as such is a custom build product. Please confirm the delivery requirement for items purchased under Functional Area I.

**ANSWER: Delivery of licensed microwave will be as specified/negotiated in the PORFP.**

**Question 29: Paragraph 2.2.6** states "For new installations where the agency provides the equipment, either new or used, Master Contractors shall be responsible for providing all necessary supporting hardware (connectors, cabling, etc.) to ensure a fully operational system." Please confirm that this requirement refers to FAIII contractors.

**ANSWER: Yes, this requirement refers to FAIII contractors.**

**Question 30: For the Financial Proposal Paragraph 3.5.1** states "*Offeror's shall certify by signing Attachment D-I, that the Offeror shall provide pricing no higher than MSRP in the response to the PORFP The MSRP is being used as a baseline for price only.*" Please confirm that MSRP is only required to be shown in response to a PORFP.



**ANSWER: By signing Attachment D-I, the Offeror is committing to provide pricing no higher than MSRP, less their stated discount %, when they respond to a PORFP. Offerors must also include on D-I (as well as on D-IA, D-II, D-III and D-IV) the Manufacturer(s) whose equipment, services and extended warranties they are offering.**