



**Questions and Answers No. 1**  
**RFP 060B4400012**  
**Toll Free Services**

Ladies/Gentlemen:

This list of questions and responses is being issued to clarify certain information contained in the above referenced RFP. The statements and interpretations contained in the following responses to questions by potential offerors are not binding upon the State, unless an addendum expressly amends the RFP. Nothing in the State's response 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.

1. The current Toll Free contract includes Virtual Call Center service. VCC is currently up and running at a State agency under the current contract. How will the State account for this service in the future if it is not included in the new contract?

**Response: The State may set up a separate contract vehicle to provide this service in the future.**

2. Attachment 1-1A of the Price Spreadsheet is for Access. Access pricing is based on an individual site's proximity to the Local Exchange Carrier's central office. That could result in dozens of different access costs within an individual LATA. How would the State like to see these costs represented in Attachment 1-1A? Would the State like to see the maximum pricing for each MD LATA, with the knowledge that individual pricing will be performed on a per site basis?

**Response: Pending clarification. Response to be provided at a later date.**

3. Please explain why DoIT inappropriately includes specific RFP requirements such as "A Surcharge/tax shall only be billed if explicitly priced in the Contract" in RFP section 1.2 labeled "Abbreviations and Definitions" regarding both Surcharges & Taxes, particularly since this requirement is addressed in RFP section 3.6.3?

**Response: Section 3.6.3 is how a contractor would request to add a new tax or surcharge that was not included in the RFP requirements. See response to Question #5.**

4. Will DoIT provide an RFP Amendment correcting and appropriately limiting section 1.2 to actual "Abbreviations and Definitions" only, removing any RFP requirements?

**Response: Yes.**

5. Section 3.6.3 – At a minimum, surcharges change on a quarterly basis and new taxes can be introduced at any time beyond the Contractors control. Therefore, Contractor requests a contract modification not be required before they are billed as this could conflict with tax or surcharge

statutory or regulatory requirements. Contractor would agree to provide advanced notice prior to billing any entirely new taxes or surcharges and cooperatively work with DoIT to execute a contract modification for any entirely new taxes or surcharges, in which DoIT's approval could not be unreasonably withheld.

**Response: Not all taxes and/or surcharges are required to be passed on to the customer. The State would review each request from the Contractor for adding new taxes or surcharges and execute a contract modification if necessary. A request for new taxes and/or surcharges mandated by the Federal Government to be passed onto the customer would not be unreasonably withheld.**

6. According to COMAR 21.07.01 a Most Favored Customer pricing clause is not a State of Maryland Mandatory Contract Provision and therefore will DoIT remove RFP section 1.47.1 regarding Most Favored Customer pricing?

**Response: No, the State will not remove Section 1.47.1.**

7. According to COMAR 21.05.03.05 (E)(1)(b) "Adequate price competition" means competition between two or more responsible offerors..." through "procurements by competitive sealed proposals." Also note subsection (E)(6); if the intent was to provide expressly for most favored customer pricing for sole source procurements (i.e., as a means to ensure fair and reasonable pricing when using that method), then the inference is that such protection was deemed unnecessary when utilizing competitively bid methods. Therefore, will DoIT remove section 1.47.1 regarding Most Favored Customer pricing? If not, please explain how DoIT can treat this RFP as both a competitively bid procurement and a sole source procurement?

**Response: No, the State will not remove Section 1.47.1.**

8. Can DoIT provide a list of active Maryland statewide contracts awarded as a result of competitively bid proposals where a Most Favored Customer clause was required?

**Response: The State does not maintain a list and therefore cannot provide such information.**

9. We request DoIT to once again delete the second paragraph in the State's standard Rights to Records clause, section 5.2 of DoIT's proposed Attachment A – Contract as it did with the Local Telecommunications Services RFP. If not, can DoIT please explain its reasoning to require a "works made for hire" clause, particularly since these Toll Free Services are so similar to Local Telecommunications Services along with the fact the Contractors are not being engaged or compensated to create intellectual property – but merely to provide a network service?

**Response: Please refer to Section 4.2.2.4 of the RFP for the process regarding exceptions.**

10. We request DoIT to delete the last sentence of RFP Attachment A- Contract section 6, specifically, “If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.” If not, can DoIT please explain its reasoning for this requirement when the Contractors are not being engaged or compensated to create intellectual property – but merely to provide a network service?

**Response: Please refer to Section 4.2.2.4 of the RFP for the process regarding exceptions.**

11. Will DoIT insert the following into RFP Attachment A – Contract section 28.1c, “For all other claims, damages, losses, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor’s liability shall be limited to one times the total dollar amount of the Contract value up to the date of settlement or final award of any such claim,” which is included in DoIT’s current Toll Free Contract? Or at a minimum follow DoIT’s own proposed Contract Template language guidance regarding Liability currently provided in DoIT’s RFI dated 8/28/2014 section 7.1.3?

**Response: No.**

12. Section 3.3.4 Transition In requirements will impact, and be impacted by related requirements throughout the RFP. Is it the State’s intention to finalize the development of a mutually agreeable Transition In Project Plan with coordination between the State’s Contract Manager and the Contractor?

**Response: Yes.**

13. Can you explain why this RFP does not require a minority partnership mandate?

**Response: DoIT has an established process of creating MBE participation goals for solicitations. Those goals are set after careful examination of the services being provided and the capability of the services to be sub-contracted to a minority or disadvantaged business. In developing this solicitation, DoIT examined the services to be provided and concluded that a 0% MBE goal was appropriate.**

Thank you,

Dale Eutsler  
Procurement Officer

End of Question and Answer # 1