

**Questions & Answers Set #3 to
Request for Proposals (RFP)
Microwave and Ancillary Equipment and Services
RFP #060B0400006
April 07, 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 31: 1. Section 2.12 Material Costs

The State may buy material from another source without prior notification to the vendor and if the material is procured through the vendor it has to be on a pass-through basis? Please clarify the intent of this clause. Also, if the State orders incorrect material, is the State not responsible for any valid compensation to the vendor?

ANSWER: See Answer to Question #22. 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 “Also, if the State orders incorrect material, is the State not responsible for any valid compensation to the vendor?” question. Please see Section 2.3 of Attachment A (The State’s Contract) regarding equitable adjustment for an increase in Contractor’s costs.

Question 32: Section 2.13 Personnel Qualifications

(2.13.1) In small businesses, individuals perform multiple functions and charge the customer per the rates associated with the job category. Is it permissible to have an individual fill more than one role as long as the individual has the qualifications per the RFP for each of the roles?

(2.13.2, item b) Is resignation not a valid reason for substitution? Was this an oversight?

ANSWER: Yes, individuals can perform multiple functions if they have the proper qualifications.

Resignation is a valid reason for substitution. The State’s wording of “or as otherwise approved by the Requesting Agency” includes resignation.

Question 33: Section 3.3 Submission

In the case where the proposal addresses all 3 Functional Areas, the instructions state, “Offerors shall include a separate section for each functional area proposed describing what part of that functional area (as described in Section 2) the Offeror has the ability to provide and how the Offeror qualifies to provide what is proposed.”

The Format of Technical Proposal (Section 3.4.2) provides a sequence without necessarily discriminating between the Functional Areas – Section 3.4.2.3, for example, requires the letters

for all 3 areas. Is there a specific or logical partitioning that is implied? If so, please forward explicit instructions.

ANSWER: Your question is unclear. Offerors should follow the sequence in Section 3.4.2 for each functional area they are proposing.

Question 34: Section 4.2 Technical Criteria

The order of importance is listed but not the weight assigned to each of the 3 criteria. Can the State provide this information?

ANSWER: There is no weight assigned to each of the three criteria, only order of importance.

Question 35: Attachment A, Item 17

This clause states that no matter what the State does (delays, incorrect State supplied material, etc.), the only remedy is an extension of time to complete. Is this interpretation correct?

ANSWER: The State does not understand the question. Section 17 of the State's Contract, Delays and Extensions of Time, stands as written.

Question 36: Attachment A, Item 18

This clause implies but does not explicitly state that the State may delay, interrupt or suspend for its convenience without any compensation to the contractor. Is this interpretation correct and if so, is it legal?

ANSWER: Again, the State does not understand the question. Section 18 of the State's Contract, Suspension of Work, stands as written.

Question 37: Attachment A, Item 28

Within what timeframe must the State acknowledge receipt and acceptance of supplies, equipment and materials? How are discrepancies resolved? Also Section 2.2.4.2 states that title passes to the State when the shipment reaches the destination. Which of these two clauses is correct?

ANSWER: The State does not see an inconsistency above. Under Section 2.1 of Attachment A (The State's Contract), the State's Contract will control if there are any inconsistencies.

Question 38: Attachment A, Item 29

The equipment being bid here is not "general purpose" computing equipment. Federal regulations exempt such specialized equipment from Nonvisual Accessibility requirements. Why does Maryland insist where the federal government does not?

ANSWER: See Addendum #5.

Question 39:

Financial Volume - Attachments D-I and D-II require a MSRP commitment. There are no pricing tables and no information as to what goes into the financial volume. Please provide guidance as to what information the State wants bidders to provide. If Attachments D-I, D-II and D-III are the sum total of what is required, is a separate volume necessary?

ANSWER: Attachments D-I, D-IA, D-II, D-III and D-IV are the sum total of what is required for the financial proposal. A separate volume is necessary because the financial proposals cannot be opened before the technical evaluation is completed. Both volumes must be kept separate.

Question 40:

Is there a contract minimum purchase commitment and a contract ceiling? Most ID/IQ contracts have a minimum commitment and a ceiling. Will the State add this to the RFP?

ANSWER: There is no minimum purchase commitment and/or contract ceiling and none will be added to this RFP.

Question 41:

Is there a minimum dollar amount per PORFP?

ANSWER: No, there is no minimum dollar amount per PORFP.

Question 42:

Does the MBE participation in FA-III apply to small task order PORFPs? Please clarify if there is a minimum threshold above which participation is required?

ANSWER: There is no minimum threshold above which participation is required. All Functional Area III PORFPs have this goal.

Question 43:

1- For clarification, on pg 25, 3.4.2.3 Manufacturer's Letter of Authorization, Can one Letter of Authorization be submitted from the manufacturer listing all product lines proposed by the Offeror or must there be an individual letter for each product line?

ANSWER: One Letter of Authorization should be submitted from the manufacturer listing all product lines proposed by the Offeror. The State does not need or desire an individual letter for each product line.

Question 44:

If training and extended warranty options are offered by a manufacturer are they required to be submitted in Functional Area III and must the manufacturer meet the MBE requirement of 25%?

ANSWER: See Addendum #4. Extended warranty is now in Functional Area IV. There is no MBE requirement under Functional Area IV. Training is still under Functional Area III and does have an MBE requirement. Per Section 1.24, 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 Services. The State shall assess the potential for an MBE subcontractor participation goal, including sub goals, if applicable, for each PORFP issued under Functional Area III of the RFP, and shall set a goal, if appropriate.

Question 45:

Can signature pages be offered in .pdf format as opposed to word?

ANSWER: Yes. Per Section 3.2, the electronic version of both the Volume I- Technical Proposal and the Volume II- Financial Proposal are to be in Word or equivalent format.

Question 46:

For Functional Areas 1 and 11, on page 14 the language states “but not limited to”. Can we expand our offering beyond just microwave radios to include manufacturers products who make equipment that could be used in support of, or conjunction with the installations, use or maintenance of a microwave radio system?

ANSWER: Yes.

Question 47: Microwave manufacturers sell enhanced or extended warranty programs. For example, Standard Warranty from the manufacturer may only offer 15 day turn around on repairs. However, the customer may buy an Enhanced Warranty that offers Advance Replacement. These Enhanced offerings are represented by a part # and are sold in the same manner that spare cards or components are sold. The question is, should the bidder list these Enhanced Warranty items as they would other components in Functional Area I and II, or do they belong in Functional Area III? Note that there is typically no labor involved in the execution of these Enhanced Warranty items.

ANSWER: Please see Addendum #4 which separates out Extended Warranty from Functional Area III and sets it in Functional Area IV. The State does not expect or desire Offerors to list equipment items or list price schedules in your Financial Proposals. The State desires Offerors to certify by signing Attachment D-I, D-1A, D-II and D-IV that the Offeror, shall provide pricing no higher than MSRP (less discount if Attachment D-1) for the manufacturers that authorized the Offerors to sell/service their products.

Question 48: Sections 1.30 & Attachment A, 29. Nonvisual Accessibility Warranty

By submitting a proposal in response to a PORFP, the Master Contractor warrants that the Equipment offered under the PORFP (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and Equipment for non-visual access. The Master Contractor further warrants that the cost, if any, of modifying the Information Technology (IT) for compatibility with software and Equipment used for non-visual access will not increase the cost of the IT by more than five percent. For purposes of this Master Contract, the phrase “equivalent access” means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland regulations, which can be found at: www.DoIT.maryland.gov - keyword: non-visual access

What is the intent of these paragraphs and how would they apply to Microwave Radio installations?

ANSWER: Please see the answer to Question 38 above. Also, see Addendum #5.

Question 49: Section 2.2.4 FAI & FAII Delivery Requirements

(FAI and FAII) Delivery Requirements. For each PORFP, Master Contractors shall provide prepaid delivery, FOB (the delivery destination specified in the PORFP) to any State contract eligible customer located within the State's boundaries. 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. All proposed prices will include delivery within 10 business days from the date of receipt of the PO. A PORFP may specify a delivery time frame, expressed in days from receipt of the PO. If a PORFP specifies a delivery time frame of less than 10 business days, it will be considered an "Expedited Delivery" and subject to 2.2.4.1. If a PORFP specifies delivery in greater than 10 business days from receipt of the PO, all proposed prices will include delivery within the specified time frame.

Ten day deliveries are virtually impossible. Does the State expect compliance?

ANSWER: Please see the State's response to Question 28. Delivery of licensed microwave (and all material, for that matter) will be as specified/negotiated in the individual PORFP.

Question 50: Section 2.10.2 Insurance Requirements

The Master Contractor shall maintain a policy of general liability insurance that is of the proper type and of sufficient limits that the State and its officials, employees, agents, servants, guests and subcontractors are reasonably covered in the event of injury or death.

Does the State really mean Contractor's CGL should apply to the State's subcontractors or to Contractor's subcontractors if any is used?

ANSWER: See Addendum #5.

Question 51: 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.

Can the State explain the intent/meaning of this paragraph?

ANSWER: Please see the State's answer to Questions # 22 and #31.

Question 52: Section 3.4.2.3 Manufacturer's or Distributor's Letter of Authorization

Manufacturer's or Distributor's Letter of Authorization

- A) Offerors must state each Manufacturer product line that they propose selling through the Equipment Master Contract.
- B) Manufacturer or Distributor's Letters of Authorization are required for each Manufacturer product line proposed by the Offeror. An Offeror may not propose a Manufacturer product line without providing the required Letter of Authorization at the time it submits its proposal. The Letter of Authorization shall certify that the Offeror is an authorized reseller or distributor of the Manufacturer's Equipment, or is authorized to provide Installation, Training and/or Maintenance services. The Letter of Authorization shall be on the Manufacturer or Distributor's letterhead or through a Manufacturer or Distributor's e-mail. Each Letter of Authorization or e-mail must provide the following information:
- Manufacturer or Distributor POC name and alternate for verification
 - Manufacturer or Distributor POC mailing address
 - Manufacturer or Distributor POC telephone number
 - Manufacturer or Distributor POC email address
 - Manufacturer or Distributor POC fax number
 - If available, a Re-seller Identifier

Is this only for the Microwave equipment or for all equipment including ancillary? How is "Manufacturer" defined?

ANSWER: Yes, it is for all microwave equipment including ancillary equipment.

Question 53: Do we need to submit an MSRP price list for each manufacturer?

ANSWER: Offerors are NOT to submit an MSRP price list with their proposals. In their technical proposal, Offerors are to include Letters of Authorization for each manufacturer that has authorized the offeror to sell/service their products. In their financial proposals, Offerors are to list the manufacturers that have authorized the Offerors to sell/service their products. Offerors commit to provide pricing no higher than MSRP (less discount if Attachment D-1) by signing the Form D-I, D-IA, D-II, D-III and D-IV. Hopefully, the Letters of Authorization will match the manufacturers listed on the Forms D-I, D-IA, D-II, D-III and D-IV.

Question 54: Do we need to submit proof of certifications for each manufacturer?

ANSWER: Per Section 3.4.2.3, Offerors should submit Letters of Authorization for all manufacturers for whom they desire to provide products and services as a Master Contractor.

Question 55: Please reconsider the 2 year warranty on licensed microwave radio parts, as not all manufacturers offer this as a standard, and many only offer one year.

ANSWER: See Addendum #4.

Question 56: In section 2.6, Warranty, the second paragraph is confusing. It states that the warranty must include an on-site maintenance and repair service. Can we charge for this service

at the rates quoted in Functional Area III, or can we have a standard maintenance contract for this service? Manufacturers do not offer on-site service as part of their Warranty. Also, this paragraph states that the next day drop ship replacements are to be provided at no additional cost to the state, and most manufacturers do not provide that unless their Next-Day-Replacement program is purchased, if they have one.

ANSWER: See Addendum #4.

Question 57: Do we need to submit a Mercury Affidavit for every manufacturer? Even those manufacturers who produce the radio accessories (like cables, connectors, mounts)?

ANSWER: Offerors should submit one Mercury Affidavit (for themselves) with their technical proposal (see Section 1.33 and Attachment I). PORFPs will specify if Master Contractors must submit a mercury affidavit with their response to a PORFP. Also, see Addendum #5.

Question 58: One of the manufacturers I am submitting has asked to submit a modified Mercury Affidavit, supplying more information on it that is more stringent, because they have radio components that are manufactured in Europe. Here is what they want to submit on the affidavit in addition to the standard language on Attachment I:

Product components are manufactured to meet the requirements set forth in the European directive on the Restriction of Hazardous Substances (RoHS) and thus they comply with the EU RoHS Directive (2002/95/EC, 27 January 2003) which limits the amount of chemical elements in each of the six items below including the allowable Exemptions set forth by the EU Directive. Article 4.1 of the Directive specifies the following substances, which should not be present (above levels defined herein below) in new electrical and electronic equipment on or after 1 July 2006: lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls (PBB) or polybrominated diphenyl ethers (PBDE).

The products are classified as Category 3 (Network and Infrastructure Telecommunications equipment) and must adhere to this Directive, except that the use of lead in solder is allowed under the category 3 network infrastructure exemption.

With the exception of lead, the prohibited substances are not normally present in the SDIDU at or above the specified guide concentrations of 0.1% (by weight) - mercury, hexavalent chromium, PBB, or PBDE; and 0.01% (by weight) - cadmium.

This declaration is based on available information sources from raw material suppliers or quantitative analytical data, where available.

Proscribed components are not knowingly present in the products, except as adventitious trace impurities (within acceptable concentration levels), nor are they added intentionally during the manufacturing of the products. Accordingly, the Directive's specified components have been assessed to be either absent from the products' composition, existent within acceptable RoHS limits, or exempt from the application of the Directive.

ANSWER: See Addendum #5.

Question 59: Regarding the Mercury Affidavit:

We found out from one of our manufacturers that they have 0.000001 gm of mercury in the ODU product (and so does everyone else, since probably about 80% of the ODUs are manufactured from the same company). This still meets the European standard. Can you clarify if this is considered valid? This is 10 millionths of a part of mercury.

ANSWER: See Addendum #5.

Question 60: In section 3.4.2, Section 2 is referenced. Do we need to provide a response to each of the items in section 2? I was thinking we only need to reply with section 3 sections.

ANSWER: Section 2 is the State's scope of work or requirements under this RFP. Offerors must explain how they will be able to perform State's requirements. The items in Section 2 must be addressed in the technical proposal and numbered so that the State can map Offerors' responses back to the RFP requirements. Offerors should follow the sequence in Section 3.4.2 for each functional area they are proposing.

Question 61: Attached is the Company X authorization letter, price book, and the Mercury affidavit for MD. Let me know if you need anything else.

ANSWER: The State will need the manufacturer's/manufacturers' Letter(s) of Authorization with your technical proposal. The State will also need the Offeror's mercury affidavit with your technical proposal (see Section 1.33 and Attachment I). PORFPs will specify if Master Contractors must submit a mercury affidavit from the manufacturer when they respond to a PORFP.

The financial proposal should have the signed Form D-I, D-IA, D-II, D-III and/or D-IV for the functional areas for which you are submitting a proposal.

Question 62: In section 8 on page 33, regarding "Loss of Data":

In the event of loss of any State data or records where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Manager. The Contractor shall ensure that all data is backed up and is recoverable by the Contractor.

We don't know how this pertains to microwave gear and how we would even back up the states data. How could we possibly back up the State's data and recreate it via this contract? Typically, we would not have any access to the data or not even know what data is being transmitted over the microwave links.

ANSWER: Section 8. Loss of Data of the State's Contract will not be changed. To become a Master Contractor on this contract, you must sign the State's Contract

Question 63: Is it ok or even preferred to just include the LIST PRICE schedules on the CD? Otherwise it could be hundreds of printed paper.

ANSWER: The State does not expect or desire list price schedules in your Financial Proposals. The State desires Offerors to certify by signing Attachment D-I, D-1A, D-II and D-IV that the Offeror shall provide pricing no higher than MSRP (less discount if

Attachment D-1) for the manufacturers that authorized the Offeror to sell/service their products.

Question 64: Section 3.1 states "As described below, the Technical Proposal shall contain a section on Offeror experience and capabilities and separate sections for each functional area proposed."

Section 3.4.2 states "The Technical Proposal shall include the following section in this order" and doesn't appear to reference separate sections for each functional area.

Does the RFP envision that we would provide all of the sections described in 3.4.2 for each of the three Functional Areas (I, II & III)?

ANSWER: Yes. It would be much clearer and easier to evaluate if you provided all the sections described in 3.4.2 for each of the four Functional Areas (I, II, III and IV)