

**Questions and Answers for Request For Proposal  
Long Distance Services  
Contract No. GSS574-Long Dist Svc**

- 1) **The RFP goes from page 47 to page 53 (no 48, 49, 50, 51, 52), then there are four page 53s, followed by a page 52, and another 53. Could you please repaginate and resend to ensure vendors have the complete document?**

On April 27, pagination was corrected and posted on internet.

- 2) **Page 42 references usage information. Could we have this information by location, including the address and NPA-NXX so access can be appropriately priced?**

This may include but not be limited to all state agencies and school districts listed in the online state phone directory at <http://phonedirectory.delaware.gov>.

- 3) **Are Advanced Features required for the Toll Free Numbers? If so, what advanced features are currently being utilized by the State?**

No.

- 4) **Because the State is being specific about how they want the response formatted, please clarify:**

- a. **Section 1 (page 26): The first form listed is the signed “Proposal Summary Form”. Is this referring to the form on page 44/45 titled “Proposal Reply Section”?**

The Proposal Summary Form is a two page form located on pages 45 and 46.

- b. **Section 2 says “Response to each requirement of this RFP following the RFP numbering system is required.” Do we follow Appendix A for our response format and put it within Section 2? If not, do we follow page 27 A – D, where D will be the lengthy section detailing our technical response and then address items in Appendix A?**

Follow the order of documents outlined in II. **FORMAT FOR PROPOSAL** of the Request for Proposal section.

- c. **Can we use the RFP as it is provided to respond to each section, with the forms in the beginning of the response?**

Follow the order of documents outlined in II. **FORMAT FOR PROPOSAL** of the Request for Proposal section.

- 5) **Is there a pre-proposal conference?**

No.

**Questions and Answers for Request For Proposal  
Long Distance Services  
Contract No. GSS574-Long Dist Svc**

- 6) Is there an MBE requirement, or are those forms simply included if you are an MBE responding?**

There is no MBE requirement.

- 7) On page 5, item 6a states that “the bidder’s proposal shall be written in ink or typewritten on the form provided”. Which form (which page) is this referring to?**

Follow the order of documents outlined in II. FORMAT FOR PROPOSAL of the Request for Proposal section. All applicable forms are located in the Proposal Reply Section.

- 8) Provide the NPA/NXX and complete address for all existing dedicated T-1 circuits**

Consider all NPA-NXXs in the state of Delaware as viable. T-1s may be installed at any state agency address.

- 9) Provide the existing quantity of dedicated T-1 circuits**

Currently there are two hundred (200) dedicated T-1 circuits.

- 10) Please define "Direct Dial Interstate/IntraLATA" as referenced on page 42 of the RFP. Should the "IntraLATA" be removed?**

IntraLATA should be removed.

- 11) Please provide detailed site information for the 100 ISDN/BRI lines used for videoconferencing.**

Detailed site information is not readily available.

- 12) What are the addresses and NPA.NXXs for each of the locations included in this bid?**

This may include but not be limited to all state agencies and school districts listed in the online state phone directory at <http://phonedirectory.delaware.gov>.

- 13) Who is the local service provider for each location?**

As of this date, Verizon is the local service provider.

**Questions and Answers for Request For Proposal  
Long Distance Services  
Contract No. GSS574-Long Dist Svc**

**14) Page 42 indicates that there were 1,085,627 minutes in “Direct Dialed-Dedicated” calls. Are these calls over DS1s (T1s)? If no, what line types are being used?**

“Direct Dialed-Dedicated” calls are initiated on Centrex or PRI trunks to the Centrex hub in each county. From there, T-1 pipes are used from the 3 major Centrex hubs in Wilmington (5 pipes), Dover (5 pipes), and Georgetown (3 pipes) for dedicated access to the Verizon LD network today.

**15) For the dedicated calls, will the bidder be responsible for providing the dedicated lines? If yes, which locations will have dedicated lines?**

T-1s are used from the 3 major Centrex hubs in Wilmington (5 pipes), Dover (5 pipes), and Georgetown (3 pipes) for dedicated access to the Verizon LD network today. The winning contractor may provide dedicated access lines to their LD network should these existing T-1s need to be replaced to implement the contractor’s solution.

**16) If dedicated lines are part of this bid, where should the price be included on the proposal? There does not appear to be a line item dedicated to it.**

Per Appendix A, 9. Pricing should include any ancillary charges and additional price components and lists may be provided.

**17) Page 46 is the Proposal Reply Section. On it, there is a line for “Terminated Switched Access.” What type of service is being described here?**

Dedicated Access for incoming calls to major Centrex hubs or switch locations. See Page 41 Section 22 of the RFP:

**Terminating Switched Access**

*The State of Delaware has major office complexes in Wilmington, Dover and Georgetown. The State would entertain proposals for incoming calls terminating at these locations.*

*Be prepared to define your terminating switched access program.*

*List any other charges, recurring or non-recurring, for provisioning this service.*

**18) In the “Criteria and Scoring,” it says that 15% of the total score will be for “Value of Proposed Training. Will this be relevant in this bid?**

Yes, see Appendix A, 6. Training.

**19) Is the amount of \$44,500 communicated in Exhibit A2 in addition to the Total Minutes communicated in Exhibit A1? Or, is \$44,500 the amount paid for the total minutes in A1?**

Exhibit A is for State usage only and Exhibit A2 is for School usage only.

**Questions and Answers for Request For Proposal  
Long Distance Services  
Contract No. GSS574-Long Dist Svc**

**20) On page 33, Section 7 - Existing Conditions, it lists existing contract conditions, but is there an existing contract for statewide long distance services as required by the RFP? If so, who is the vendor and what is the contract value and duration?**

The current long distance service provider is Verizon. The existing contract expires on 06/30/2009 and has been in place for a term of 5 years. The estimated contract value was \$1M annually.

**21) What is the estimated value of this contract?**

The estimated contract value for this new RFP is \$1M annually.

**22) Why are bidders required to submit a deposit equal to 10% of their estimated bid?**

Per page 14, the bid bond and performance bond requirements have been waived.

**23) Does an upstream long distance carrier to be considered a subcontractor?**

Yes.

**24) Billing- Will each individual department pay bill, or will roll under corporate billing? Please define in more detail.**

Corporate billing is used for all state agencies with the exception of school districts. School districts are billed individually.

**25) Is this RFP for just PIC for LD services or for a carrier to install Dedicated T1's for LD services? or both? Which locations would this apply?**

Dedicated Toll Service will require access. Those sites are our 3 major CENTREX hubs in Wilmington, Dover and Georgetown. See question 15. Switched Toll Service will require only a PIC code.

**26) Appendix A, Section 9 pricing, f- what is terminating switched access?**

See question 17.

**Questions and Answers for Request For Proposal  
Long Distance Services  
Contract No. GSS574-Long Dist Svc**

**27) Can you provide additional detail on International calls? A list of countries?**

See chart below for breakdown of direct dialed dedicated international minutes listed in Exhibit A1 – State on page 42.

<b>COUNTRY</b>	<b>TOTAL MINUTES</b>
CANADA	1882
PUERTO RICO	157
JAMAICA	123
MEXICO	119
SENEGAL	115
MAURITANIA	88
GHANA	85
U KINGDOM	69
GUAM	41
SO AFRICA	34
ITALY	31
INDIA	29
DENMARK	26
JORDAN	24
KOREA	22
FINLAND	13
THAILAND	12
AUSTRALIA	11
W GERMANY	10
DOM REPubL	10

<b>COUNTRY</b>	<b>TOTAL MINUTES</b>
BAHAMAS	10
BERMUDA	8
SPAIN	8
SERBIA	5
ISRAEL	4
NIGERIA	4
FRANCE	4
TURKEY	3
CHINA	3
NETH ANTIL	2
VENEZUELA	2
CAYMAN IS	2
CYPRUS	2
FIJI IS	2
ANTIGUA	1
JAPAN	1
MOROCCO	1
NETHERLAND	1
BRAZIL	1
ST VINCENT	1
Total	2966

**Questions and Answers for Request For Proposal  
Long Distance Services  
Contract No. GSS574-Long Dist Svc**

**28) What local delivery method would you like the carrier to provide long distance (i.e. Business Lines, PRI, LD T1's)?**

See question 15.

**29) If either business lines, LD T1's or PRI, how many?**

See question 15.

**30) We do not provide Calling Cards or ISDN BRI service, will this prevent us from submitting a response or being the chosen provider?**

No, you may bid any of the services requested as standalone offerings. Refer to the "Proposal Reply Section" on page 46 of the RFP.

**31) A list of addresses to be served**

This may include but not be limited to all state agencies and school districts listed in the online state phone directory at <http://phonedirectory.delaware.gov>.

**32) A breakdown of the number of international LD minutes to various countries**

See question 27.

**33) The number of toll free numbers requested**

This may include but not be limited to toll free numbers listed at <http://www.delaware.gov/egov/portal.nsf/portal/tollfree>.

**34) An approximate breakdown of minutes between switched and dedicated for both outbound and inbound traffic**

Out bound switched and dedicated statewide usage data for February 2009 is located on page 42 Exhibit A1 - STATE. Inbound analysis not readily available for long distance calls.

**35) Are the local services for each of the locations included in this RFP currently under contract, or is each location responsible for their own Local service?**

Local services are currently under contract; locations are not responsible for their own local service.

**Questions and Answers for Request For Proposal  
Long Distance Services  
Contract No. GSS574-Long Dist Svc**

**36) Are the Internet Access services for each of the locations included in this RFP currently under contract, or is each location responsible for their own Internet Access?**

Internet Access services are currently under contract; locations are not responsible for their own Internet Access services.

**37) Is this RFP an “all or nothing” bid, meaning that the winning bidder must be able to meet all the service requests for every location included in this RFP?**

You may bid any of the services requested as standalone offerings. Refer to the “Proposal Reply Section” on page 46 of the RFP. See question 30.

**38) In addition to “7. Existing Conditions” would it be possible to get further clarification on the services currently being provided to each location included in this RFP? Would it be possible to get a line inventory (including number of POTS, CENTREX, PRI, ISDN and T1 lines) for each location so we know exactly what type of service is being delivered to each location?**

Detailed site information is not readily available. See question 12.

**39) In “20. Calling Cards,” it states that the winning contractor will work with DTI to design the graphics and wording on the calling cards. Who is responsible for the designing and manufacturing process? Who is responsible for payment of these processes?**

The winning contractor will work with the Department of Technology and Information to design graphics and wording on the calling card. All other processes are the responsibility of the winning contractor. Payment for those processes is the responsibility of the winning contractor.

**40) In “14. Payment,” it states that the state *may* use a credit card for payment. How much advanced notice will the state give the vendor if the state decides to use a credit card to submit payment? This is particularly important for vendors that do not currently accept credit card payments, and would therefore have to make the appropriate arrangements to allow for credit card payment reception.**

This notice shall be given at the time the contract is made by the Agency.

**41) In “14. Payment,” it states that it is expected that ACH Payments are a benefit to the contractor and should result in lower pricing to the state. Is it mandatory that the vendor provide a discount for ACH Payments? Is the discount rate for ACH payments part of this bid?**

It is not mandatory for the vendor to provide discounts for ACH payments.

**Questions and Answers for Request For Proposal  
Long Distance Services  
Contract No. GSS574-Long Dist Svc**

**42) Is the proposal pricing to be included on page 46, or should the vendor supply pricing on a different page?**

Page 46 does not allow for price submissions. Follow the order of documents outlined in II. **FORMAT FOR PROPOSAL** of the Request for Proposal section and Appendix A for pricing.

**43) Should the proposal pricing be in the form of a:**

- a. rate per minute for each call type?**
- b. a monthly price calculated by multiplying the estimated monthly minutes by call type (as supplied on page 42) by the corresponding rate per minute?**
- c. an annual price per call type arrived at by multiplying (b) by 12?**

Refer to question 42.

**44) If Dedicated Facilities are necessary (for instance, PRI or T1 lines) to provide Long Distance service to one or more physical locations included in this RFP, where should the cost of the Dedicated Facilities be included in the price quote?**

See questions 16 and 42.

**45) Per page 17, Item 19, a monthly report is to be furnished by the successful contractor. Should this report accompany each invoices sent to individual agencies?**

Per page 18, this report shall be submitted electronically in Excel and sent as an attachment to [carmen.herrera@state.de.us](mailto:carmen.herrera@state.de.us).

**46) One of the possible reasons listed to disqualify bidders is non-attendance at mandatory pre-bid meetings (Page 7, Item 14). Have there been any pre-bid meetings?**

No. See question 5.

**47) The RFP stipulates that work must be initiated within 20 days of receipt of purchase order, unless waived by the state. Failure to meet this requirement may result in the State of Delaware seeking judgment on the successful bidder and cancellation of the contract. Applications for service by a variety of agencies must be signed after the award of the PO. This, along with a host of other required specifications needed to begin the provisioning process could easily cause a delay of 20 days. Will the 20 day stipulation be enforced in this RFP?**

Yes, "...work must be initiated within 20 days of receipt of purchase order, unless waived by the state."

**Questions and Answers for Request For Proposal  
Long Distance Services  
Contract No. GSS574-Long Dist Svc**

**48) Are all the end locations included in this bid currently under contract for Local Services? Or, does each location negotiate their own service?**

[See question 35.](#)

**49) Will the State agree to language similar to the following that has been agreed to previously by the State in at least one telecommunications agreement instead of the language in Special Provisions, section 15 Non-Performance and section 32 a. Termination for Cause?**

**Either party may terminate this Agreement for Cause. “Cause” means (a) Customer’s failure to pay any invoice (excluding Disputed amounts) within 10 days of receiving notice that payment is overdue, or (b) for all other matters, breach by a party of a material provision of this Agreement that the breaching party has not cured within 30 days of receiving notice from the non-breaching party. Contractor may interrupt Service without notice if necessary to prevent or protect against fraud or otherwise protect Contractor’s personnel, facilities or services. Customer must provide prior written notice for the disconnection of Service. Notwithstanding such notice, Customer remains liable for any applicable early termination charges in this Agreement.**

[Should the proposer take exception to any term, clause or requirement found within the RFP, it must take exception to that term, clause or requirement as stated in the RFP. The act of taking an exception to a term, clause or requirement within the RFP will not cause the bid to be rejected on its face. The State will consider all exceptions and determine whether the State will accept or reject the exception.](#)

**50) Given the RFP covers telecommunications services only, will the State agree to the following language in place of the language in Section C-General Legal and Accounting, item 4 Patented Devices, Material and Processes and Special Provisions, section 14 Hold Harmless?**

**Indemnification**

**(a) Contractor shall defend and indemnify Customer against all claims and liabilities for direct damages imposed on Customer for bodily injuries, including death, and for damage to real or tangible personal property to the extent caused by the negligent acts or omissions of Contractor’s employees in the course of performance of this Agreement on Customer’s premises, subject to any lawful defenses or limitations that may apply under applicable law, tariffs, or this Agreement.**

**(b) Contractor agrees at its own cost to indemnify Customer, its affiliates, directors, officers, employees and agents, and to defend or, at its option, to settle, any third party**

**Questions and Answers for Request For Proposal  
Long Distance Services  
Contract No. GSS574-Long Dist Svc**

**claim brought against the Customer and pay any claim or judgment against Customer alleging that the Service or Customer's use of such Service as authorized herein infringes any valid United States patent, trademark, copyright, or other third party proprietary rights. If such claim has occurred or in Contractor's judgment is likely to occur, Customer agrees to allow Contractor, at its option and expense, to procure the right for Customer to continue using the applicable Service or to replace or to modify such Service so that it becomes non-infringing, or to terminate the infringing Service without liability to either party; Customer shall pay for Services rendered prior to such termination pursuant to this section. Contractor's obligations under this section shall not apply to any third party claim arising out of Customer's modification of the Services or combination of the Services with other services or products of others. The foregoing states the entire obligation of Contractor to Customer, and is Customer's sole and exclusive remedy with respect to any third party claim arising under this Section or any other infringement of any intellectual property right of any kind, and Contractor disclaims all other warranties and obligations with respect to any such third party claims.**

**(c) Customer shall provide to Contractor prompt, written notice of any claim that may be subject to such indemnification, the right to control the defense of such claim, and Customer's full cooperation and assistance, including information, for the defense of such claim.**

The state will not accept any changes to the indemnification clause. Pursuant to Delaware Code, the Contractor must agree to indemnify and hold harmless the State against all actions, legal or equitable.

**51) Given the prices that Contractor develops in response to this RFP are unique to the State and the services to be provided as a result of the RFP, and long distance rates are regulated by the State Commission, will the State consider negotiating an annual rate review clause instead of the language in Special Provisions, section 6 Most Favored Customer?**

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**Questions and Answers for Request For Proposal  
Long Distance Services  
Contract No. GSS574-Long Dist Svc**

**52) Will the State agree to the following payment terms which are substantially similar to those which have been agreed to previously by the State in at least one telecommunications agreement instead of the language set forth in Special Provisions, section 23 Payment ?**

**Payment. Customer will pay all Contractor charges (except Disputed amounts) within 30 days of invoice date. Customer will pay a late payment charge on any amount not paid or Disputed within such 30 days, equal to the lesser of: (a) 1.5% per month, (b) the amount indicated in a Service Attachment, or (c) the maximum amount allowed by applicable law. A “Disputed” amount is one for which Customer has given Contractor written notice, adequately supported by bona fide explanation and documentation. Any invoiced amount not Disputed within 6 months of the invoice date is deemed correct and binding on Customer.**

Should the proposer take exception to any term, clause or requirement found within the RFP, it must take exception to that term, clause or requirement as stated in the RFP. The act of taking an exception to a term, clause or requirement within the RFP will not cause the bid to be rejected on its face. The State will consider all exceptions and determine whether the State will accept or reject the exception.

**53) Will the State agree to language similar to the following instead of the language set forth in Special Provisions, section 41 Audit Access to Records?**

**Audit. Contractor will maintain business records of the charges billed for Service provided under this Agreement for a period of five years after the provision of such Service. Upon Customer’s written request, such records relating to charges billed under this Agreement that are reasonably required by Customer to verify the accuracy of any applicable charges billed hereunder, shall be made available for inspection by Customer or by independent auditors acceptable to both parties. Such review shall be conducted at Contractor’s place of business, and shall be subject to entering into a suitable non-disclosure agreement to protect the confidentiality of any such information. Customer shall bear the costs of any such review and of any expenses reasonably incurred by Contractor to provide or make available such information for review.**

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**Questions and Answers for Request For Proposal  
Long Distance Services  
Contract No. GSS574-Long Dist Svc**

**54) Will the State agree to include language similar to the following which is the same as that agreed to previously by the State in at least one telecommunications agreement?**

**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, even if the party knew or should have known of the possibility of such damages. The total liability of Contractor to Customer in connection with this Agreement is limited to the lesser of (a) direct damages proven by Customer; or (b) the amount paid by Customer to Contractor under this Agreement for the 6 month period prior to accrual of the most recent cause of action. This limitation applies for any and all causes of actions and claims, including without limitation breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts. This section does not limit any Contractor liability: (a) in tort for its willful or intentional misconduct; or (b) for bodily injury or death proximately caused by Verizon's negligence; or (c) loss or damage to real property or tangible personal property proximately caused by Contractor's negligence.**

Should the proposer take exception to any term, clause or requirement found within the RFP, it must take exception to that term, clause or requirement as stated in the RFP. The act of taking an exception to a term, clause or requirement within the RFP will not cause the bid to be rejected on its face. The State will consider all exceptions and determine whether the State will accept or reject the exception.

**55) Will the State agree to negotiate a mutually acceptable, definitive agreement that does not incorporate the RFP or Contractor's proposal similar to the approach agreed to previously by the State in at least one telecommunications agreement?**

Should the proposer take exception to any term, clause or requirement found within the RFP, it must take exception to that term, clause or requirement as stated in the RFP. The act of taking an exception to a term, clause or requirement within the RFP will not cause the bid to be rejected on its face. The State will consider all exceptions and determine whether the State will accept or reject the exception.

**Questions and Answers for Request For Proposal  
Long Distance Services  
Contract No. GSS574-Long Dist Svc**

**56) Will the State agree to language similar to the following, which is the same as that previously agreed to by the State in at least one telecommunications agreement, instead of the language set forth in Special Provisions, section 48 Assignment?**

**Assignment. Either party may assign this Agreement or any of its rights hereunder to an affiliate or successor upon notice to the other party. If Customer assigns this Agreement to an affiliate or successor, then that affiliate or successor must meet Contractor's creditworthiness standards for the assignment to become effective. Any attempted transfer or assignment by one party to any other third party without prior written consent is null and void.**

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**57) All questions regarding Mandatory Insurance Requirements on page 15 of the RFP:**

Should the proposer take exception to any term, clause or requirement found within the RFP, it must take exception to that term, clause or requirement as stated in the RFP. The act of taking an exception to a term, clause or requirement within the RFP will not cause the bid to be rejected on its face. The State will consider all exceptions and determine whether the State will accept or reject the exception.