



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

June 24, 2015

TO: ALL OFFERORS

FROM: ROXANN M. PARKER, CPPB
STATE CONTRACT PROCUREMENT OFFICER II

SUBJECT: ADDENDUM TO REQUEST FOR PROPOSAL NO. GSS15384-CELL_DATA_SVC
CELLULAR AND DATA EQUIPMENT AND SERVICES

ADDENDUM # 1

This Addendum is issued to answer questions submitted by prospective bidders.

Q1. Contract Period: Page 4 - Can the term end date be changed from September 30, 2017 to June 30, 2017 to coincide with eRate?

A1. Page 4, #6. Contract Period is being revised to read: Each Vendor's contract shall be valid for a twenty one (21) month period, from Oct. 1, 2015 through June 30, 2017. Each contract may be renewed for three (3) one (1) year periods through negotiation between the Vendor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

Q2. Invoicing: Page 20 - Please provide an acceptable invoice sample or other clarification of an "acceptable invoice". Formats of bidder's current invoices are established based on acceptable industry practices. Bidder would like to understand what an "acceptable invoice" is to determine compliance.

A2. An acceptable invoice would be one that shows the billing period, contains itemized charges by device for each individual account and has vendor's business logo/insignia on the document.

Q3. Ordering Procedure: Page 27 - Please explain the extent and intent of this requirement. Define exactly what the State deems as "consumables delivered under this contract" under this contract.

A3. Consumables delivered under this contract would be those devices, accessories, etc. described in Section 2.6 Products of the Scope of Work details.

Q4. Vendor Owned Rental and Equipment & Supplies Removal; Page 29 - Please explain the extent and intent of this requirement. Define exactly what the state deems as "rental equipment and supplies" under this contract.

A4. This term is a General Provision that is intended for use with contracts that require vendors to have equipment such as generators, dumpsters, portable toilets, staging trailers, heavy equipment, etc. on site to perform the work of the contract. This provision would not be applicable to this contract.

Q5. Page 17, Section A, Definitions. The State has defined Special Provisions within this section as set forth below and has included references throughout the RFP in the following sections: Page 16. V. Definitions and General Provisions; Pg. 17. A. Bid Invitation; Pg. 17 A. Special Provisions; Pg. 18, General Provisions #3; Pg. 42, Non-Collusion Statement.

"Special Provisions: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail."

Would the State please identify which provisions within these sections they consider Special Provisions.

A5. General provisions apply to all contracts. Special Provisions are specific to that particular contract and are in addition to General provisions. In the case of this contract Page 36, item #66. Would be considered a Special Provision. Below is an explanation of the "sections" the vendor is referencing:

Page 17 , Section A, Definitions – this simply states what the meaning of the words are for the purposes of this RFP.

Page 16.V. Definitions and General Provisions – this is a paragraph describing General Provisions and how they apply to State Contracts.

Page 17 A. Bid Invitation – This is the definition of the Invitation to Bid or RFP and what materials/documents are contained in them.

Page 17 A. Special Provisions – This is the definition of Special Provisions and how they apply to the RFP.

Page 18. General Provisions #3. Examination of Specifications and Provisions – This states what a prospective bidder must do and understand in the process of submitting a bid.

Page 42 – Non- Collusion Statement – This is a required form that bidders complete to verify that they are bidding solely and not in collusion with another vendor.

Q6. Page 3, #4 Cooperative Use of Award: If the Director of Government Support Services approves participation under the resulting contract by another state, may the awarded vendor nevertheless decline to offer service to such other state?

A6. The last sentence in the paragraph related to cooperative use of award states " Final approval for permitting participation in this contract resides with the Director of Government Support Services **and in no way places any obligation upon the awarded vendor(s).**"

Q7. Page 31, #46. Termination of Individual Orders or Purchase Orders, subsection a. Termination for Cause:

#47. Termination of Contract, subsection a. Termination for Cause:

Would the State please clarify which Termination for Cause provision applies.

A7. The first paragraph describes what can be terminated. Paragraphs a, b, and c explain the three methods of termination that could possibly be used. All of these termination clauses apply to this and every State contract.

Q8. Page 61, Section 2.3 Smartphone Devices. Would the State please confirm that its intent is not to limit Smartphone devices to RIM Blackberry. If so, would the State please revise this section to remove the requirement: "supplied by Research In Motion (RIM)" from this section that reads:

"2.3 SMARTPHONE DEVICES

2.3.1. All devices provided must be of new manufacture, supplied by Research In Motion, and should provide end-to-end wireless e-mail (MS-Outlook) and data access to contacts, calendar, and business applications via a secure data network.

Bidders shall identify the security used to protect the Smartphone device signal from being intercepted and/or other safeguards to ensure the security of the operating network."

A8. It is not the State's intent to limit "Smartphone" devices to any particular manufacturer. The phrase "supplied by Research in Motion" is deleted since Blackberry/RIM is no longer supported by the State.

Section 2.3.1. is revised to: All devices provided must be of new manufacture, and should provide end-to-end wireless e-mail (MS-Outlook) and data access to contacts, calendar, and business applications via a secure data network.

Bidders shall identify the security used to protect the Smartphone device signal from being intercepted and/or other safeguards to ensure the security of the operating network.

Section 2.3.2. the second paragraph is revised to: These items must be standard issue with all new or upgraded devices and shall not incur additional charges beyond the cost of the individual unit. Devices provided as replacements to defective or inoperable units will not be required to receive the additional accessories, unless the replacement Smartphone device is different than the one replaced.

Q9. Regarding the acceptance of terms and conditions with the award scoring table, will scoring be based upon a percentage? In other words, assuming all vendors take exceptions will the scoring be based upon "the least exceptions taken" getting more points than a vendor with "the most exceptions" scoring lower?

A9. The Criteria and Scoring, shown and explained on Page 15, demonstrates the priority of scoring by the number of points assigned to each criteria. The criteria being questioned is worth 100 points of the total score. If a vendor takes 20 exceptions to the States basic terms and conditions, and another vendor takes only 2 exceptions, the vendor taking the most exceptions would receive a lower score on that particular criteria.

Q10. Referencing Section 15, can you confirm the State is open to utilizing any cooperative agreement or are there specific agreements only?

A10. Title 29 §6933 of Delaware Code permits the state to participate in, sponsor, conduct or administer a cooperative agreement for procurement of materiel or nonprofessional services that have been competitively bid.

Q11. Is the State asking the awarded vendor to generate the contract that would include the terms and conditions of the RFP response after award?

A11. It is unclear what is meant by "asking the vendor to generate the contract". Once award is made, the State will provide contract documents to the successful bidder(s) to be executed by both parties. Page 35. #61 Contract Documents lists the order of documents that constitute the entire agreement and are applicable for the life of the contract.

Q12. Page 47, Attachment 7: The RFP clearly state that all Subcontractors must be identified in the proposal response on Attachment 7. What is the State's definition of a Subcontractor? Would it be vendors who perform any work on the contract that are not employed by the primary bidder? Or would it refer to vendors who provide services/products that are billed separately from the primary bidder?

A12. The description of Subcontracts is found on Page 34 of the RFP.

Q13. The RFP states on Page 54 1.17. "Under this contract, the State will not purchase any basic digital wireless voice equipment" is this referring to all handsets (smartphone and basic)?

A13. The State requires that each bidder provide a reasonable selection from which every subscriber can choose a "free" phone. Bidders will not be disqualified if they charge for smartphones, however the pricing proposal, pricing structure and/or total proposal cost criteria is worth 155 points of the score, so unfavorable pricing would result in a lower score on that criteria.

Q14. In respect to smartphones, RIM was mentioned as manufacturer. Are all 2300 smartphones RIM products, or do you also support iOS and Android?

A14. The State supports Windows, Android and IOS operating systems on "Smartphones" but no longer supports Blackberry/RIM.

Q15. Will a carrier be disqualified if they charge for smartphones?

A15. Bidders will not be disqualified if they charge for smartphones, however the pricing proposal, pricing structure and/or total proposal cost is worth 155 points of the score, so unfavorable pricing would result in a lower score on that criteria.

Q16. Will the state entertain a 24 month, interest free (EIP) equipment installation plan on smartphones? Or would they prefer a one-time upfront cost (if applicable) on smartphones?

A16. This is a Request for Proposals where the bidders can submit their best proposal for the State's consideration. Awards are made based on the criteria provided in the RFP and what is in the best interest of the state.

To conform with eRate requirements, the Bid Opening date for this contract has been changed to Tue. July 21, 2015 at 1:00 p.m. Local Time.

All other terms and conditions remain the same.

GSS15384 AD1

