



# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
Purchase Bureau  
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Ref: 05-X-37763 Wireless Devices and Services  
Bid Opening Date: 04/14/2005  
Revised Bid Opening Date: 04/28/2005  
Revised Bid Opening Date: 05/12/2005

Addendum # 3

## Answers to Questions

**Question # 1:** **page 26, Section 5.1: Although it is understood that the state does not negotiate T&Cs and that the States Ts&Cs would supersede. Does the insertion of carrier standard Ts&Cs constitute a non compliant response?**

Answer: Yes

**Question # 2** **General Question: We can only respond to the Paging section of the RFP. Is this acceptable?**

Answer: Yes

**Question # 3** **General Question: Are the forms required as part of the proposal available in a format other than .PDF, i.e. Word?**

Answer: No

**Question # 4** **page 8, Section 1.1: The State intends to extend the contract awarded to members of quasi-state agencies, counties, municipalities, etc. Will the State of New Jersey guarantee the performance and payment obligations for each of these agencies?**

Answer: No.

**Question # 5** **page 18, Section 3.2.1: We do not provide regional coverage, only local and nationwide. Is this acceptable?**

Answer: Yes, we will accept your Nationwide pricing, however, it will be compared to others regional pricing for evaluation purpose.

**Question # 6**      **page 18, Section 3.2.1: We do not provide local numbers, we provide toll-free numbers. Is this acceptable?**

Answer: Toll free numbers are acceptable only if they are direct dial numbers for each device, and don't require additional codes or PIN numbers to be input.

**Question #7**      **page 19, Section 3.2.3: What constitutes defective?**

Answer: A defective unit is one which ceases to function for reasons determined to be not caused by user.

**Question # 8**      **page 19, Section 3.2.3: What if the device is damaged by the customer?**

Answer: See response to question #7.

**Question # 9**      **page 20, Section 3.4: We are unable provide monthly reports on CD. We can provide them electronically. Is this acceptable?**

Answer: Yes, method and format must be agreed upon by the State.

**Question # 10**      **page 8, Section 1.1: We understand that the state will be using a primary, secondary model for carrier choice. Does this hold true for counties towns etc.? Would they be able to buy from successful bidder even if that bidder was considered secondary by the state?**

Answer: Yes, however they may only buy from the secondary should the primary not be able to supply the required equipment or service in a timely fashion.

**Question # 11**      **page 14, Section 3.1: Will the state want to include non traditional voice and data devices, Telular devices, Specialty modems, digital RJ11 interfaces? Will the state allow these to be direct billed by the manufacturer assuming their pricing is included in the response?**

Answer: Yes, the State will allow non-traditional voice and data devices, Telular devices, specialty modems and digital RJ11 interfaces. Vendor must include a description of the intended use of the device and place the price as a line item in Attachment 6, Price Schedule E (Revised)

The State **will not** accept direct billing from a manufacturer, since it is viewed in the same manner as a subcontractor for the purpose of this RFP. As stated in the Section 5.9 the contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

**Question # 12**      **page 17, Section 3.1.7.2: Will the state allow other non stocked devices (Modems) to be direct billed by the manufacturer assuming their pricing is included in the response?**

Answer: The State will allow non-stocked modems to be included, but vendor must include a description of the intended use of the device and place the price as a line item in Attachment 6 Price Schedule E (Revised). Please note which items are non-stocked.

The State **will not** accept direct billing from a manufacturer, since it is viewed in the same manner as a subcontractor for the purpose of this RFP. As stated in the Section 5.9 the contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

**Question # 13**      **page 17, Section 3.1.8.1: coverage, non disclosure**

Answer: The bidder must provide coverage maps for all services. The State will sign non-disclosure forms for the coverage maps.

**Question # 14**      **page 17, Section 3.1.9.3: Why is the contractor required to pay for emergency replacements that an agency requests?**

Answer: The contractor is not required to pay for emergency replacements. However the awarded vendor will be the one who provides the best service to the State based on price and other factors.

**Question # 15**      **page 20, Section 3.3.1.5: Under what conditions may service be discontinued, if it can't be done for billing disputes/non-payment? What is the process and policy?**

Answer: Only for fraud, see section 3.1.6.8.

**Question # 16**      **page 22, Section 4.4.1.8: May contractor select some, but not all, of the groups listed here? For example, municipalities but not quasi-governmental agencies? Is there a current list of the quasi-governmental agencies?**

Answer: No, the vendor must extend to all cooperative Purchasing members.

**Question # 17**      **page 24, Section 4.4.3.8: subcontractors**

Answer: Addendum #1 was issued to encourage bidders to seek partnerships with small business sub contractors. The addendum replaced Sections 4.4.1.6 and 4.4.3.8, plus added Attachment 8.

**Question # 18**      **page 34, Section 5.29: (1) Do these sections provide for the ability to change/replace rate plans and equipment during term? (2) Must this be a formal process with written advance approval, or may it be streamlined through web site changes? (3) Will the state allow more than the five plans to be made available to users?**

Answer: 1 = Yes  
2 = Formal Process with written approval  
3 = RFP does not specify any limit on plans that can be bid.

**Question # 19**      **page 28, Section 5.7: Are appropriated amounts designated as "not-to-exceed" amounts, beyond which contractor is not authorized to charge the state? What is the obligation of the contractor and the state to monitor not-to-exceed limits?**

Answer: 1- No, there is not relationship between appropriate funds "not to exceed" amounts in this RFP

**Question # 20**      **General question: If exceptions are taken in the response, how are they resolved prior to notice of acceptance being given?**

**Answer:** If exception is deemed materially non-responsive, an award will not be made to a bidder.

**Question # 21**      **General question: Does the bid allow for Sponsorship?**

Answer: No.

**Question # 22**      **page 10, Section 1.4.8:**  
**1)The State indicates that if a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal.**

**2) Does this requirement apply to all data solutions and applications provided by third party vendors (Bidder billed and non-billed)?**

Answer: 1) Enterprises that are entered into by two or more entities for a limited purpose. The entities are co-equal and neither takes the responsibility of the other. Each has an equal voice in controlling the project.

2) The State acknowledges that the software may not be supported directly by the vendor. However as stated in the second paragraph of Section 5.9 the contractor/joint venture is the party responsible for the performance of their subcontractors.

**Question # 23**      **page 14, Section 3.1: As it relates to the requirements in Schedule A, will the State except a detailed coverage map on CD (PDF Format) for the purpose of clarity?**

Answer: Yes.

**Question**      **page 15, Section 3.1.6.5: Is it acceptable to the State if the emergency**

**# 24 use telephones are activated via a State managed website specifically developed for OIT vs. keying in of a code?**

Answer: No, it is possible in an emergency we might not have access to a PC.

**Question # 25 page 17, Section 3.1.8.4: Network offerings must include a flat rate option. Can you clarify? Does this mean an unlimited access plan?**

Answer: Yes, this does mean an unlimited access plan.

**Question # 26 page 19, Section 3.3: Under the billing portion of the RFP, there are no requirements listed on how OIT will want State liable accounts structured with the vendor. Will OIT want one account for all entities or will each entity (multiple accounts) be responsible for billing and payment or will OIT be responsible for billing and payment for all entities?**

Answer: For structuring refer to sections 3.3.1.1 –3.3.1.6, billing responsibility is clearly defined in paragraphs 1 & 2 of section 3.3.

**Question # 27 page 19, Requirement 3.2.2.2: Do the words “secure interface” refer to Blackberry’s or to other PDA devices?**

Answer: Any advanced wireless messaging device that requires a software/hardware interface to any of the State’s email systems.

**Question # 28 page 19, Requirement 3.2.2.2: If the State’s response is “other devices”, can the State please define “secure interface”?**

Answer: One that cannot be compromised by a third party.

**Question # 29 page 19, Requirement 3.2.2.2: Can the State please advise if it requires one (1) software application to address and work with the three (3) email and calendar stores described in this requirement?**

Answer: The State does not require one system to address different email systems.

**Question # 30 page 19, Requirement 3.2.3.2: Can the State please clarify what qualifies as an “emergency”?**

Answer: Any situation either internal or external that is declared by the Governor or empowered State agency to be an emergency.

**Question # 31 page 19, Requirement 3.2.3.2: Can the State please clarify if the 24 hour emergency replacement of a defective unit excludes Night and Weekends and Holidays?**

Answer: This includes nights and Weekends and Holidays.

**Question # 32 page 20, Requirement 3.3.1.2: Does the State require any paper billing?**

Answer: Paper billing is not required, but may be submitted as a summary of itemization on electronic media.

**Question # 33**      **page 20, Requirement 3.3.1.3: Can a vendor provide the State a list of itemized surcharges only one time or is it required once every month?**

Answer: This list can be submitted once, however, it must be updated whenever there is a change.

**Question # 34**      **page 20, Requirement 3.4: Will the State accept other electronic media instead of a CD?**

Answer: See response to question 9 above.

**Question # 35**      **page 21, Requirement 4.3: Can the State please advise the number of CD's with price plans it requires be submitted with a vendor's response?**

Answer: Five (5) CDs must be submitted with the vendor's response. One CD for each original and copy of the proposal.

**Question # 36**      **General Question: Please provide a breakdown of your current paging service mix -- number of numeric, alpha, and 2Way.**

Answer: See paragraph 3 in Section 1.2 for pager estimate. No other numbers are available at this time.

**Question # 37**      **page 17, Section 3.1.8.1: Mapping data, Would the State consider allowing carriers to formally present engineering level mapping data, build plans so that the state receives the best information available?**

**Historically the State has used 911 map data to determine coverage. This does take into account the height of the antennas, the antenna type, the tilt of the antennas, the power, etc. All of this additional information is CRUCIAL in accurately predicting the coverage from a given cell site.**

**Is this the method the state will be using for this RFP?**

**Who within the State would we need to send a non disclosure agreement?**

**If the State will not accept a formal meeting to present network mapping, what is the process for submitting mapping and information under non disclosure?**

Answer: The State will not accept engineering maps. The E911 maps will be used to determine a bidder's coverage area. It is the bidder's responsibility to have the latest coverage maps on file with the State E911 office prior to the bid opening date.

A non-disclosure form is to be submitted with the response so that the members of the evaluation committee can sign them. The bidder is to include a contact name and address to which the signed documents are to be sent.

**Question # 38**      **Page 19, Section 3.2.2.2: Does the State acknowledge that software may not be supported directly by the carrier?**

Answer: Yes, the State acknowledges that the software may not be supported directly by the vendor. However as stated in the second paragraph of Section 5.9 the contractor is the party responsible for the performance of their subcontractors.

**Question #39**      **Page 15, Section 3.1.6.3: Considering a vendor may have no control over a manufacturer's rebate, can the State please clarify that these rebates are excluded from this requirement and as such, will not be applied at the point of sale?**

Answer: As stated in Section 3.1.6.3 rebates, if applicable, are to be deducted from the price of the phone at the time of purchase.

**Question # 40**      **Page 31, Section 5.25: Will the State acknowledge that a vendor's billing system is designed to bill for access and features a month in advance?**

Answer: Yes, the State will accept the vendor billing for one month in advance of the monthly access and features only. The State requires that credit be applied to any advance monthly billing be applied when service is disconnected.

**Question # 41**      **Page 14, Section 3.0 Scope of Work - First Paragraph: It is indicated that if responding to a mandatory requirement the bidder must provide an affirmative response, not an alternative, for the bidder to be considered compliant with this RFP. We would like to clarify if it is acceptable to provide exceptions within our response to the terms and conditions provided in the request for proposal.**

Answer: See response to questions 1 and 20 above.

**SCHEDULE E - WIRELESS NETWORK INTERFACE CARDS**  
 (Per RFP Section [3.1.7.1](#))

**REVISED 04/15/2005**

<u>Manufacturer &amp; Model</u>	<u>Type of Card (PCMCIA etc)</u>	<u>Cost</u>
		\$
		\$
		\$
		\$

**Wireless Mobile Modems:**

<u>Manufacturer &amp; Model</u>	<u>Type of Modem</u>	<u>Cost</u>
		\$
		\$
		\$
		\$

**Telular and non-Traditional Devices:**

<u>Manufacturer &amp; Model</u>	<u>Type of Equipment</u>	<u>Cost</u>
		\$
		\$
		\$
		\$

**Discount Structure:** \_\_\_\_\_  
 \_\_\_\_\_

**Bidder must include technical literature and pricing sheets as part of this schedule. Attach additional sheets as necessary.**

**The pricing submitted will be the firm pricing for the duration of the contract.**

**Any additional/associated charges not identified will not be paid by the State.**