

Administrative Office of the Courts

Operations Division

Questions/Responses No. 2 to the Request for Proposals (RFP) K18-0017-25 Maryland Judiciary Long Distance and Toll Free Services

Ladies and Gentlemen:

The following questions for the above referenced RFP were received by the procurement officer and are answered and posted for all prospective Offerors. The statements and interpretations contained in the following responses to questions are not binding on the Maryland Judiciary unless the RFP is expressly amended. Nothing in the Maryland Judiciary's response to these questions is to be construed as agreement to or acceptance by the Maryland Judiciary of any statement or interpretation on the part of the Offeror asking the question.

Question #1: Section 1.23 – In the Pre- Proposal Conference, there was mention of the expected areas of Minority Business Participation. Could the AOC please provide those service area descriptions and their corresponding NAICS codes?

Response:

811213	Communication equipment repair and maintenance services, TELECOMMUNICATION EQUIPMENT MONITORING SERVICES
238210	Telecommunication equipment and wiring
517919	VoIP service providers, using client-supplied providers, using client-supplied telecommunications telecommunications (e.g., dial-connections, up ISPs)
541513	COMPUTER FACILITIES MANAGEMENT SERVICES, NETWORK SECURITY; ACQUISITION; NETWORK/SERVER/DESKTOP ADMINISTRATION; HELP DESK AND END USER SUPPORT; SYSTEM ADMINISTRATION)
323117	BOOKS PRINTING AND BINDING
323114	COMMERCIAL PRINTING

Question #2: Section 2.27 -Is it the AOC's intention to make payments under the resulting contract via Electronic Funds Transfer?

Response: Yes, please see RFP Section 1.27 Payments by Electronic Funds Transfer

Question #3: Section 2.2.1 – Requirements call for Switched Long Distance and Toll-Free services. Is there a currently a need or a potential future need for Dedicated service?

Response: We do not have a current need, not sure about future but probably not.

Question #4: Section 2.2.2 – among other requirements, this section calls for "…alternate routing during failures, peak traffic times, or other times when the Maryland Judiciary deems it necessary." Does the AOC see the need for designed alternate routing options or features, and/or design support services?

Response: No

Question #5: Section 2.2.2 – among other requirements, this section calls for the contractor to "Provide maintenance and surveillance of the long distance calling services on a 24x7 basis." Could the AOC please elaborate on the requirements for "Surveillance"?

Response: Contractor should be able to immediately identify suspected toll fraud and notify customer.

Question #6: Section 2.2.2 – among other requirements, this section calls for the contractor to "provide the necessary technical support during the contract period to ensure the proper routing of calls from network locations." Could the AOC please provide the expected scope for any required or desired technical support? Response: Contractor should have available technical support to address any routing issues that could come up during the contract period.

Question #7: Section 2.2.2 – among other requirements, this section calls for the contractor to "provide the necessary technical support during the contract period to ensure the proper routing of calls from network locations." As part of the technical requirements of designing and managing the AOC's network, would the AOC require or desire technical support personnel to be available for on-site meetings and design/planning sessions?

Response: No

Question #8: Section 2.4.9 – How will data for the directory be provided to the contractor?

Response: Excel spreadsheet.

Question #9: Inventory-AOC Account and WTN Files contain no usage data. Please supply all inbound (toll free) intrastate and interstate usage per month.

Response: This information needs to come from AT&T. Waiting on supporting documentation.

Question #10: Inventory-AOC Account and WTN Files contain no usage data. Please supply all outbound intrastate and interstate usage per month.

Response: This information needs to come from AT&T. Waiting on supporting documentation.

Question #11: Inventory-AOC Account and WTN Files contain no usage data. Please confirm what countries and amount of monthly usage are part of the International usage specified in section 2.2.2.

Response: This information needs to come from AT&T. Waiting on supporting documentation.

Question #12: Inventory- what is the monthly dollar spend associated with the outbound LD?

Response: N/A

Question #13: Inventory- what is the monthly dollar spend associated with the inbound Toll Free?

Response: N/A

Question #14: Attachment E – Price Proposal Form states "Per Six (6) Minute Increments", yet section 2.2.1 specifies "calls shall be billed in six (6) second increments". Please confirm which one is accurate. Response: Price Proposal Form should say (6) second increments.

Question #15: Attachment E – Price Proposal Form – Applicable Non-Exempt Taxes & Surcharges will be itemized on each invoice. Shall we include these items in the Additional Fees section of Attachment E Price Proposal Form? Response: Yes

Question #16: Attachment E- Price Proposal Form – could the AOC please provide the attachment E price proposal form in MS Word or MS excel form so we can input our pricing? Response: No

Question #17: RFP SECTION 1 – GENERAL INFORMATION

Section 1.10 entitled, Duration of Offer, states "Proposals submitted in response to this RFP are irrevocable for the later of: (1) 180 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested, or (2) the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offerors written agreement." For proposals to be irrevocable possibly well beyond six months is an exceptionally long period of time. Would AOC change the requirement so that anything beyond 120 days would only be extended with the Offerors written agreement? Response: No

Question #18: RFP SECTION 2 – STATEMENT OF WORK

Section 2.10, regarding "******* for IT related contracts," can AOC please confirm Long Distance & Toll Free Services aren't associated with IT related contracts and therefore the two subsections below 2.10.1 are not applicable to this solicitation?

Response: N/A

Question #19: RFP section 1.4 entitled "Contract Duration" and Attachment A – Standard Contract Agreement, section 2 entitled, "Term of the Contract," both state the term is for a period of (3) three base years, two, (1) one

year renewal options only. Shouldn't the Term also include the six month transition period as required by section 2.5.7 in order to maintain the latest contract pricing as well as being able to bill and pay "for those numbers waiting to be transitioned to the new Contractor?" Response: No

Question #20: RFP Attachment A – Standard Contract Agreement, section 3.3 states, "Payments to the Contractor for each deliverable should be made no later than thirty (30) days after the acceptance of the deliverable and receipt of a proper invoice from the Contractor." But then goes on to say, "Charges for late payment of invoices are prohibited." Would AOC delete the last sentence, or at a minimum change the last sentence to, "Charges for late payment of invoices, other than as prescribed by Title 15, of the State Finance and Procurement Article, Annotated Code of Maryland, are prohibited?" Response: N/A

Question #21: RFP Attachment A – Standard Contract Agreement, section 5, entitled "Patents and Copyrights, if applicable." Can AOC please confirm this section is indeed not applicable to this solicitation for Long Distance & Toll Free Services? Response: N/A

Question #22: RFP Attachment A – Standard Contract Agreement, section 26, entitled "Limitation of Liability." Can AOC reduce Contractor's liability from five (5) times the NTE amount to an acceptable limit of one (1) times the NTE amount as it has done in previous and existing AOC contracts? Response: No

Question #23: RFP Attachment A – Standard Contract Agreement, section 29, entitled "Ownership and Rights in Data." Can AOC delete sections 29.2 and 29.3 in their entirety as AOC is not compensating the Contractor for developing any works for hire, particularly when it comes to providing basic Long Distance and Toll Free Services? Response: No

Question #24: INVENTORY

You have provided several lists of Service IDs in varying formats. Unfortunately, the data, as provided, does not give a clear indication of the number of lines/circuits, line type, nor billing set-up. Please provide a list of Service IDs, i.e., working telephone and circuit numbers in a uniform format. For each Service ID, indicate line type, BTN, and the billing name and address. Also indicate the unique number of Service IDs.

Response: District Court provided all of this info in an excel spreadsheet. AOC provided all of this info in an excel spreadsheet for both LD (AT&T ONE NET Spreadsheet used,) and Toll Free (VERIZON Spreadsheet used)

Question #25: INVENTORY

It seemed that there were duplicate numbers for LD detail. Can AOC provide all the LD WTNs on one document?

Response: Info provided by District Court has duplicate BTN's because the BTN is listed next to each WTN (working telephone number). There are no duplicate WTNs and all are listed on one document. Info provided by AOC has duplicate BTN's because the BTN is listed next to each WTN (working telephone number). There are no duplicate WTNs and all are listed on one document

Question #26: Can the inventory specify the dedicated PRIs and if the WTNs are DIDs vs analog POTs lines so we understand dedicated service vs switched?

Response: We do not have any dedicated LD service.

Question #27: Section 2.2.2 Is AOC requesting the contractor to provide both PIC and LPIC?

Response: PIC

Question #28: Sections 2.2.2, 2.4.3, 2.4.4, and 2.4.7 all contain requirements for service management and/or technical support. Would the AOC consider naming the resource or resources as key personnel to be proposed with the technical proposal by the offeror?

Response: No, N/A

Question #29: Section 2.4.11 This section appears to be asking for a resource similar to a project manager. Would the AOC consider naming a project manager resource as key personnel to be proposed with the technical proposal by the offeror?

Response: Section 2.4.11 specifies vendor to notify AOC for approval prior to any new services or changes.

Question #30: Section 2.4.13 This section appears to be asking for a resource similar to a project manager who could maintain a detailed plan. Would the AOC consider naming a project manager resource as key personnel to be proposed with the technical proposal by the offeror?

Response: Section 2.4.13 specifies AOC requires notification and approve a plan from vendor if they change providers.

Question #31: Section 2.5.1 This section is asking for contractor Key Personnel to attend Kick Off and provide multiple detailed plan documents. Would the AOC consider naming a project manager resource and other key personnel to be proposed with the technical proposal by the offeror?

Response: Section 2.5.1 is advising vendor to provide specific personnel from their company for the kick off meeting.

Question #32: Section 2.6.1 Contains requirements for a billing administrator. Would the AOC consider naming the billing administrator as key personnel to be proposed with the technical proposal by the offeror? Response: There cannot be a single point of contact.

1. **Question #33:** Section 2.9.2 Could the AOC please confirm how this requirement is applicable to LD and TF services?

Response: When the Deputy Director of Facilities Administration or his designee determines that Contractor service is unsatisfactory, the Contractor shall return to the site at the request of Maryland Judiciary Long Distance & Toll Free Services K18-0017-25 (Page 18) the Deputy Director of Facilities Administration, or an authorized designee and resolve the issue. Vendor to return/repair at no cost to AOC. The vendor and/or their contractor needs to maintain their service at no charge to us.

2. **Question #34:** Section 2.11.3 AOC please explain what is meant by select option 1 and select option 2 in this section. Response: N/A

Date Issued: March 7, 2018

Issued by: April Molley, Procurement Officer