State of Nevada
Department of Administration
Purchasing Division
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SUBJECT:	Amendment No. 2 to Request for Proposal No. 1907
DATE OF AMENDMENT:	March 22, 2011
DATE OF RFP RELEASE:	February 3, 2011
DATE AND TIME OF OPENING:	~~March 28, 2011 @ 2:00 p.m.~~ April 4, 2011 @ 2:00 p.m.
AGENCY CONTACT:	Teri Smith, Purchasing Officer

The following shall be a part of RFP No. ***1907*** for ***Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment (WSCA).*** If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

The opening date and time will be extended until Monday, April 4, 2011 @ 2:00 P.M. (PST).

The deadline for submittal of Reference Questionnaires will be extended until 4:30 P.M. Friday, April 1, 2011.

The following definition shall be added to Section 2 of RFP 1907:
Participating Entity shall be any Department, Division or Agency of the State of Nevada, participating NASPO/WSCA states, and authorized local entities.

The following states' unique Terms and Conditions shall be added to Attachment K of RFP 1907:

Utah Terms and Conditions.doc

Arizona Terms and Conditions.doc

Arizona Uniform Terms and Conditions

QUESTIONS AND ANSWERS:

1. What type of devices will the Wireless services be supporting? Smart Phones, Satellite systems etc.

   Wireless devices such as cell phones, notebooks, netbooks, etc. Satellite systems do not fall within the scope of this RFP.

2. Will carriers who only provide service in only a single state be considered for potential contract award? I represent a company based in Alaska. We provide telecommunications services, including wireless voice and wireless broadband, throughout the state of Alaska. We are potentially interested in the RFP no 1907 as the State of Alaska is a participating member of WSCA. If we are to submit a proposal, it would contain the limitation of Alaska only. No other WSCA member State would be able to purchase from us. The intention is to provide a competitive purchasing vehicle for those eligible agencies in Alaska only. Would this limitation disqualify us?

   This limitation does not disqualify your company.

3. On the previous WSCA Agreement, pricing was defined as a percentage discount off standard retail rates. The current RFP and associated pricing worksheets do not include this type of pricing. Are vendors allowed to propose a percentage discount off standard retail rates?

   Vendors can propose a percentage discount off standard retail rates, but must also provide pricing as requested.

4. Are vendors required to include exceptions to States Unique Terms & Conditions (Oregon & Montana, Attachment K) as part of our response or will these State Unique Terms and Condition be addressed between the awarded bidders and the individual States upon notification of award?

   Vendors should include exceptions to those unique terms and conditions as a part of their proposal, clearly stating which state's terms and conditions the exceptions apply to. These exceptions will not necessarily be considered during the evaluation process. Exceptions to a State's unique terms and conditions will be addressed between the awarded vendor(s) and the individual participating entity.

5. Section 3.2.2 states that "All changes/reductions to current agreement pricing shall be formalized by an Agreement Amendment…" To clarify, is this section requiring an amendment for all ongoing changes in rate plans, products and services that are regular adjustments and updates to a vendor's portfolio? Or is the intent of Section 3.2.2 to formalize by written amendment changes in contractual language in the Master Agreement including, but not limited to, changes in the percentage discount offered on services, a change in the scope of products offered under the contract and/or introduction of new technologies with additional product terms.

   The intent of this section is to formalize by written amendment changes in contractual language in the Master Agreement including, but not limited to: changes in the percentage discount offered on services; a change in the scope of products offered under the contract; and/or introduction of new technologies with additional product terms. When new technologies are introduced, the discount structure that applies to the new technology must be approved.

6. Existing statewide and local agency Participating Addendums (PA) under the existing WSCA Master Price Agreement #1523 expire on 10/31/2012. Is WSCA contemplating a transition period during which new Participating Addendums (or amendments to existing

Participating Addendums) can be executed under the new WSCA Master Agreement awarded as a result of RFP No. 1907?

The intent is to award new contracts as of October 31, 2011. This will allow for any awarded current vendors to transition existing customers to the new contract, and will also allow for any new vendors to begin executing Participating Addendums immediately, with all executions completed by October 31, 2012.

7. Are vendors permitted to submit their own W-9 form in lieu of the W-9 included in the RFP, Attachment F?

   Yes. In addition, when a participating entity executes a Participating Addendum, vendors may be required to register within that State and provide and additional W-9 for each Participating Addendum executed.

8. Regarding Section 4.3, are subcontractors required to submit business references?

   Yes. Please see Section 4.2.1.3 of the RFP.

9. Will this Bid allow a vendor to submit a bid for replacement aftermarket batteries (Non-OEM) as the only line items bid?

   Yes, as long as warranties meet the requirements of the RFP.

10. Section 1 Project Overview Section; Participation by 50 states is listed, but District of Columbia is not mentioned. Will District of Columbia be allowed to participate?

    Yes.

11. Section 3.2.3 Administrative Fee Payment Schedule and Attachment G. In this section the administrative fee is to be paid within 60 days after the end of the quarter, but in Schedule G the schedule for payment is the 15 day of the second calendar month after the end of the quarter. Please explain the difference.

    Schedule G is correct. "Quarterly sales reports are sent by 15th day of second calendar month after end of calendar quarter (the same schedule outlined below for the admin fee checks)"). This schedule applies only to the WSCA administrative fee. Schedules for any administrative fees payable to any individual participating entities will be agreed upon by the awarded vendor and the participating entity.

12. Section 4.2.1.4 Subcontractor Information Appears that some words were deleted at the end of this requirement. Please clarify and provide the requirement in its entirety.

    Section 4.2.1.5 shall be added and shall read:
    Vendor must notify the participating entity of the intended use of any subcontractors not identified within their original proposal response and provide the information originally requested in the RFP in Section 4.2, Subcontractor Information. The vendor must receive participating entity approval prior to subcontractor commencing work.

13. 9.1.5 and 9.2.2.6 General Submission Requirements and Tab VI-Section 3-Scope of Work. Please clarify that the vendor can submit responses in a different style/format of

their choosing than the RFP requirement. Section 9.1.5 basically states that this is acceptable; however, Section 9.2.6 states that responses are to be in bold/italics. Responses in bold/italics will be very difficult for the proposal reviewers and evaluators to read.

Vendor responses must be presented in a style/format that is easily distinguishable from RFP language. For consistency purposes, bold/italics is preferred. Exceptions/assumptions to this will be considered during the evaluation process.

14. Attachment B1 Certification of Compliance with T&C of RFP. If we have a few exceptions to we respond and we have noted those exceptions on this attachment would we respond that we comply with the terms & conditions in the RFP or that we do not comply with the terms & conditions of the RFP.

    Vendor response must indicate non-compliance with the terms and conditions of the RFP and propose alternate language.

15. Attachment D WSCA MSA Contract Form. New Attachment D is more similar to the existing "Independent Contract for Services" than the existing Attachment DD. The vendors need a true, customer facing contract document that spells out the terms and conditions applicable to the relationship. This Attachment D appears to be Nevada-specific (again, much like last round's Independent Contract). We believe that the existence of a set of terms and conditions that are Nevada-specific creates significant confusion that can be avoided by having Nevada sign its own, separate PA. That PA would incorporate the more broad terms and conditions, much like Attachment DD today. Please clarify.

    The terms and conditions contained in Attachment D are not intended to be Nevada specific; however, the solicitation is required to be done under the lead state's statutes, and therefore, Nevada Revised Statutes are cited. Nevada will sign a separate Participating Addendum once the contracts have been executed.

16. Section 2 Definitions. Certain definitions require some clarification. Under the existing contract, there is WSCA, Participants (entities that execute a PA), Participating Entities (entities that participate under a PA signed by a separate Participant), and End Users (the CRUs and IRUs, collectively, for a Participating Entity). Under the new RFP, you have defined Customer, State, Subscriber and User, but not all the terms referenced above. There is a certain amount of overlap between these various definitions and we believe it is important to clearly define these roles (for example "State" means Nevada "and any agency identified herein". Does that mean Nevada agency or ANY agency? Can WSCA provide this clarification?

    Definitions in this RFP are the only definitions to be considered. The definitions for Customer, State, Subscriber and User shall mean any department, division, agency of participating NASPO/WSCA states, authorized local entities, and authorized employees thereof, where applicable.

17. Sections 3.5.9 and 3.5.15 Detailed coverage maps. Will certain elements of our response, particularly our detailed network maps and technology migration plans, be kept confidential?

If this information is considered a trade secret as defined by NRS §333.020(5)(a), it should be included in the vendor's confidential technical response. Please see Section 9.3 of the RFP.

18. Section 3.6.15 Please clarify what is meant by "the ability to provide wireless data services for any equipment that has wireless voice capability."

    Cell phones that are capable of sending and receiving data. On reconsideration, we will accept devices that can provide either (i.e. Netbooks with no voice; cell phones with no data) but this must be delineated when presented to participating entities.

19. Section 3.5.14 Please clarify what is meant by this section, particularly with respect to the clause "additional charges or fees". Is WSCA expecting that trial programs be provided free of charge? Or are the vendors allowed to charge their standard, contractual charges as applicable?

    WSCA is requesting a free trial period from vendors.

20. In regards to the E-Rate pricing that is requested in the proposal. What is the average E-Rate percentage that needs to be calculated across all sites that are comprised in the State of Nevada network?

    This is unknown.

21. Which companies are the current providers of the State of Nevada voice, internet, cell phone and broadband services at this present time?

    The State of Nevada participates on the current WSCA Wireless contracts with AT&T Mobility, Sprint Solutions, T-Mobile, and Verizon Wireless.

22. How many voices lines are comprised on the State of Nevada network ? What is the current delivery type of the voices services (POTS, PBX,Internet)?

    This is unknown.

23. What is the estimated number (+or-) Wireless Broadband lines currently or anticipated for the State of Nevada network? Will this be the first implementation of wireless broadband for the State of Nevada network?

    This is unknown.

24. What is the estimated number of State of Nevada employees in 2011? What is the current policy for providing cell phone to State of Nevada employees?

    There are roughly 16,000 state employees in Nevada. Each department/agency writes their own policy for providing cell phones to employees and their usage. This will also vary from participating entity to participating entity throughout the states.

25. In regards to customer care support. What level of customer service support is the State of Nevada seeking Tier 1, Tier 2 or Tier 3. What hours and days per week should the vendor be prepared to provide to the State of Nevada?

It is expected that all levels of customer service support are available to all participating entities. It is also expected that some level, but not necessarily all levels, of support be available 24/7. Vendors should clearly define the levels of support each tier constitutes within their response.

26. In regards to current voice and broadband network design. Are any of the services currently terminated within a data centers? If so are the data centers owned by the State of Nevada or leased space from major carriers such as Level 3, Quest or NAP's like Switch?

This is unknown.

27. How many voicemail boxes are being requested for network?

This is unknown.

28. Is the State of Nevada looking for improvement in network security to be implemented on network with these requested changes?

This is unknown.

29. In attempting to estimate administrative fees to be paid to Western States. What is the current monthly billing amount for each category of existing voice and wireless broadband services?

The information provided in Attachment J of the RFP is the most current and complete information that can be provided.

30. At section 4.1.4, can you please confirm what licensing would be required? besides my business license, and certificate of insurance.

It is the proposing vendor's responsibility to research and comply with license that is required of a vendor to provide the services/equipment contemplated within RFP 1907.

31. For the accessories (band3) the pricing sheet and cost analysis ask for discount percent off. Is this off of MSRP or off vendor current pricing? Each vendor's current pricing is already going to be a different percent off MSRP. In order to make comparisons of percent off on an equal basis, is it possible that vendors list Discount Percent off for MSRP & current pricing (to be listed as MSRP / current pricing) so that evaluators can see how much vendor's pricing is off of MSRP.

Yes.

32. Reference 3.1.4- It appears that the E-rate program would apply to vendors providing wireless service, but it does not appear that it would apply to vendors providing

accessories (band 3). Are vendors participating in only Band 3 be required to commit to participate in this program as well?

The E-Rate program provides discounts to assist most schools and libraries to obtain affordable telecommunications and internet access. It is not believed to be intended for accessories.

33. Reference 3.2.3 - This section refers to administrative fees required by WSCA or non-WSCA states in addition to the WSCA administrative fee. It states that "The Contractor(s) may adjust SES (Service Equipment Schedule) pricing accordingly for purchases made by procuring agencies within jurisdiction of the state." Question- For vendors participating in Band 3 for Accessories and Equipment only, we don't necessarily have a SES. Can these vendors adjust pricing as specified in our pricing sheet accordingly as is being allowed for service providers?

    Yes, but this should be clearly defined.

34. In accordance with section 3.1.1 Scope of Work Vendors may choose to submit a proposal on any or all listed services and/or equipment. Vendor must submit separate binders identifying compliance with each band. For Vendors proposing multiple bands this requirement could amount to 84+ binders being provided to WSCA for review. In accordance with section 9.1.6 and the State of Nevada's continuing efforts to reduce solid waste and further recycling efforts, would WSCA accept one Technical Section containing the appropriate Tabs for each band, One Cost Section containing the appropriate Tabs for each band and one Confidential Financial binder in order to reduce environmental impacts and support Vendor green initiative objectives if a Vendor should choose to respond to multiple bands.

    Yes.

35. It was stated at the 2/23 pre-proposal meeting that Public Sector Associations or other cooperatives with members are allowed to sign a PA with Wireless Contractors. 1.a Please describe the type of Association or Cooperative that is eligible to sign a WSCA PA. 1.b Is the intent that the Associations would be able to purchase on a CL and IL basis for their Association and/or members use? 1.c Would WSCA allow wireless contractors to customize Terms & Conditions and/or pricing for specific entities, such as non-profit organizations? For example, removal of early termination fee waivers.

    This will vary by State and must be addressed on a case by case basis.

36. It was stated at the 2/23 pre-proposal meeting that Contractors can sign PA's directly with non-profits in States that do not prohibit such a practice. .a Assuming there is no State law prohibition, is there any limitation on the type of non-profits that will be eligible to sign a PA? Will WSCA allow Wireless Contractors to restrict certain types of non-profits? b Do eligible non-profit entities have the same right to sign PA's as a local governments (e.g., City or County) in States that have a State level PA but do not define non-profits as eligible or in States without a State level PA?

    This will vary by participating entity and must be addressed on a case by case basis.

37. It was stated at the 2/23 pre-proposal meeting that WSCA will consider accommodating contract survivability for the purpose of E-Rate funding. Will WSCA allow Wireless Contractors to sign PA's and/or E-Rate agreements under the terms of the WSCA Master Agreement with termination dates that are coterminous with the E-Rate funding years (July 1 – June 30) up to eight months beyond the then effective termination date of the WSCA Master Agreement?

If the Participating Addendum is signed prior to current contract termination, it will survive.

38. Section 3.5 How do you specifically wish for us to showcase our coverage offering? Will % of area covered, % of population covered, Total pops covered or type of service that covers each state suffice? (3.5.7)

Offerings should provide complete and detailed information in as clear and straightforward format as possible.

39. Section 3.5.8 states no roaming/in-network voice services; where there are no roaming charges and rely on partner network to offer the best user experience can we show total coverage mapping (company owned and partner) for each State?

Yes.

40. Please elaborate on specifically what is needed for section 3.5.12, nationwide, states, etc?

Provide detailed plans and timelines of what your company is doing to improve coverage in any area where you currently have 50% or less coverage.

41. For section 3.5.13 the ask is to identify "basic" equipment provided for standard operations; would it be appropriate to offer a "basic" / "preferred" option, or "good", "better", "best", so long as it's clearly identified and articulated appropriately?

Yes. All warranty requirements will apply.

42. Section 3.5.25: Please confirm you are looking for specific detail and pricing on how we will augment in-building coverage (product solution and/or services based).

Correct.

43. Section 3.6: This section has all the same questions as 3.5 only for data. Is it imperative we assume this needs to be separated within our response?

Correct.

44. In section 3.6.20, please elaborate. Is the need to truly define all devices not supported on our network or if we should highlight a few key related devices not support or devices which we don't stock or have access through partner networks, etc.

Please highlight a few key related devices not supported or devices which you don't stock or have access through partner networks, etc.

45. Attachment H pricing documents. Do you want all three of the BANS cost pricing in one pricing document or would you like separate voice, broadband and accessories pricing documents; if we will be proposing a bid for all three BANS.

We would prefer one for each band.

46. Reporting Due to CPNI issues may we create a separate IL report for the Individual Liable lines on the WSCA contract showing the gross Lines, gross Minutes, gross spend for each quarter? Due to CPNI limitations we are unable to provide information on IL lines such as customer name, address, mobile number etc?

WSCA does not require customer information on IL accounts; reports on these accounts should include spend only.

47. What information do you want in the following columns in the line and equipment reports?

Column #	22	28	29	30	31	32
Field Size	8	30	1	1	60	60
Vendor Name	UNSPSC Commodity	VAR/Reseller/ Distributor Name	Recycling		Optional – Category Description	Optional-Class Detail

These can be left blank and will be addressed with awarded vendor(s) in the future. The column should be left, but can be blank where no information is available.

<u>ALL ELSE REMAINS THE SAME FOR RFP 1907.</u>

Vendor shall sign and return this amendment with proposal submitted.

NAME OF VENDOR _____

AUTHORIZED SIGNATURE _____

TITLE _____ **DATE** _____

RFP 1907 Amendment 2

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal