

**PROCUREMENT DEPARTMENT**  
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Philadelphia, PA 19102-1685  
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# CITY OF PHILADELPHIA

Hugh Ortman  
Procurement Commissioner

May 7, 2009

**BID NUMBER:** S0Z54940  
**TITLE:** Wireless Phone Equipment and Service  
**DEPARTMENT:** Various  
**DATE TO OPEN:** May 13, 2009 at 10:30 AM

## ADDENDUM # 1

### **TO ALL BIDDERS:**

**You are hereby notified of the following changes to the above mentioned bid:**

### **Questions and Answers from Mandatory Pre-Bid of April 29, 2009**

#### **Section 1 – General Bid Submission**

##### **Question # 1:**

**Page 2, Paragraph 1.3.2 – (2<sup>nd</sup> Paragraph) Contract Term** – Can the City please define the annual fee and amount for the Renewal Term under the City's Master Performance Security Program?

##### ***Answer:***

*The Performance Security amount will be determined by the City upon notification of Award.*

##### **Question # 2:**

**Page 9, Paragraph 1.10.3 (d) Bidder Qualification** - Please confirm the carrier may submit its certified statement that it is authorized to operate digital wireless phones systems in the USA.

**Answer:**

*Yes*

**Question #3:**

**Page 4, Section 1.7 – Bid Security**

Will the City accept a bid bond in place of a bid security check?

**Answer:**

*Bidders must submit with their bid a refundable Certified Check, Treasurer's Check, Cashier's Check, Bank Money Order or U.S. Postal Money Order made payable to "The City of Philadelphia" in the amount of \$6,000.00. Failure to submit bid security in the proper form or in the proper amount will result in disqualification of the bid.*

**Section 2 - Technical Specifications**

**Question # 4:**

**Page 12, Paragraph 2.1.1 (d) Instructions** - NPA & NNX must be Philadelphia's exchange 215. In our effort to reserve this exchange, how many "new activations" does the City anticipate during the course of the contract term (initial and renewal terms)?

**Answer:**

*Term is one year with three potential one year renewal terms. There is no guarantee of additional devices, an average is 100 new devices per year.*

**Question # 5:**

**Page 12, Paragraph 2.1.3 - Coverage** - What is the level of enforcement of the City's requirement of 95% completed calls with the coverage of 95% of the City's locations in the tri-state area? It is our view that not every carrier can meet this requirement.

**Answer:**

*City will require that the carrier will provide coverage maps as well as through User Feedback.*

**Question # 6:**

**Page 13, Paragraph 2.2.2 - General Conditions of Products** - Excluding new purchases, will the City accept certified like new equipment as replacement for warranty repairs?

*Answer:*

*NO.*

**Question # 7:**

**Page 15, Paragraph 2.2.3.4 (d) (14) Technical Requirements** - Please define what is meant by the phrase: “To protect the call in progress”.

*Answer:*

*If a call is in progress and another call or text message is received the original call is not disconnected.*

**Question # 8:**

**Page 15, Paragraph 2.2.3.4 (d) (21) Technical Requirements** - Will the City consider a non-speaker phone?

*Answer:*

*NO.*

**Question # 9:**

**Page 15, Paragraph 2.2.3.4 (d) (23) Technical Requirements** – Is the City requiring that all phones be Push to Talk (PTT) capable?

*Answer:*

*No. The specific phones for PTT will be identified as awarded. The Carriers network must be capable of handling Push to Talk Service.*

**Question # 10:**

**Page 15, Paragraph 2.2.3.4 (d) (24) Technical Requirements** – Would the City consider a non-Bluetooth compatible phone if provided with a wired compatible headset?

**Answer:**

*NO.*

**Question # 11:**

**Page 15, Paragraph 2.2.3.5 - Equipment Package** - If a handset does not come with a belt clip, may the bidder substitute a carrying case in its place?

**Answer:**

*Yes.*

**Question # 12:**

**Page 15, Paragraph 2.2.3.5 - Equipment Package** – Will a travel charger suffice instead of the desk-top charger?

**Answer:**

*No Both are to be provided.*

**Question # 13:**

**Page 15, Paragraph 2.2.3.6 (c) Accepted Product References** - Please define the term: “obsolete equipment”.

**Answer:**

*If a change to the carriers network makes a phone unusable this would obsolete the phone.*

**Question # 14:**

**Page 16, Paragraph 2.3.4 - Replacement Service** - Can the City define under what circumstances would a free replacement phone be required?

**Answer:**

*A free phone will be provided if a phone is lost stolen or destroyed.*

**Question # 15:**

**Page 17, Paragraph 2.4.4 - Directory Assistance** – Would the City consider Directory assistance via a text message versus a voice call directly to a Directory Assistance Operator?

**Answer:**

*Yes if there is no cost for the text message to be sent or received.*

**Question # 16:**

**Page 18, Paragraph 2.4.5 - Text Messaging or Numeric Paging Service** - Can the City provide the percentage of end users that will require text, as well as, their level of usage?

**Answer:**

*50% of users. There is no usage info available.*

**Question # 17:**

**Page 18, Paragraph 2.4.7 - Push to Talk Functionality** – Is the City intending for all phones to have Push to Talk features active? If not, for evaluation purposes, approximately how many active Push to Talk phones does the City anticipate?

**Answer:**

*Push to talk does not have to be on every phone. It is estimated that there will be 200 plus PTT phones.*

**Question # 18:**

**Page 18, Paragraph 2.4.11 - Nights and Weekend Service** - The Vendor's billing system does not allow changes to its billing format that would allow the rate period for "Nights" to begin at 7PM ending at 7AM. Will the City allow for a variance in these times to coincide with the Vendor's billing system?

**Answer:**

*NO.*

**Question # 19:**

**Page 19, Paragraph 2.4.12 - BlackBerry Requirements** - This section indicates pricing for the BlackBerry should be included in Section 5, however, one BlackBerry pricing option is not included in the basis of the bid. Section 5.2 Services (p. 30 of 30), requests the “BlackBerry Access Charge for Unlimited Usage”, and 5.3 These Monthly Cost Shall Not Be factored Into the Basis of Award (2) also requests “Costs For Supplying BlackBerry With Unlimited Internet and Text Messaging”. Please clarify.

**Answer:**

*In Section 5.2 Language under Blackberry access Charge should read Unlimited Data, Internet and Text Messaging. Voice services should become part of the pooled minute totals. In Section 5.3, Item (2) should be removed as a price line option.*

**Question # 20:**

**Page 19, Paragraph 2.5.1 - Monthly Billing Cycle** – Our billing system bill dates are on the 28<sup>th</sup> and 1<sup>st</sup> of the month to ensure that in every month information is captured, since some months do not include the 30<sup>th</sup> or 31<sup>st</sup>. Will the City accept either the 28<sup>th</sup> or 1<sup>st</sup> for the billing cycle closing dates?

**Answer:**

*Yes but only one billing date either the 28th or the 1<sup>st</sup>.*

**Question # 21:**

**Page 20, Paragraph 2.5.3 - Monthly Billing Invoice Delivery** - Would the City accept an alternate electronic medium to meet this requirement?

**Answer:**

*The City will require the current billing formats on CD until our new system for billing is in place. It is estimated that this will be a six month period.*

**Question # 22:**

**Page 20, Paragraph 2.5.4 - Monthly Wireless Phone Billing** – Will the City consider regulatory fees, taxes and 411 charges to be billed as separate items on the monthly invoice?

**Answer:**

*NO.*

**Question # 23:**

**Page 20, Paragraph 2.5.4 (4) - Monthly Wireless Phone Billing** - We do not pass through every incoming originating call number, since this number may be blocked from Caller ID and passing it through could be a privacy issue. Is this acceptable to the City?

**Answer:**

*If the call is noted as private or unavailable.*

**Question # 24:**

**Page 21, Paragraph 2.6.4 - Service Interruption** - Please confirm that this provision does not apply to the fraudulent use of the service or equipment.

**Answer:**

*The service interruption applies to all services as well as the network. If an individual unit is suspected of Fraud then the City will allow the service to be interrupted.*

**Question # 25:**

**Page 22, Paragraph 2.8 - Advertising Rights** - For the advertising credit, would the City consider other forms of compensation?

**Answer:**

*NO.*

**Question # 26:**

Under Section 5.2 there is a space for Push to Talk charges, but it does not calculate in the total charges. If Push to Talk is part of the access fee, what is this charge for? Please clarify.

**Answer:**

*The PTT is hereby deleted from Section 5.2. But will remain as part of Section 5.3.*

**Question # 27:**

In Section 5.2 the City is requesting “BlackBerry Access Charge for Unlimited Usage Inclusive for Voice Services”.

**Answer:**

NO.

Is the City requesting unlimited voice with unlimited BlackBerry or 250 minutes of voice services with unlimited BlackBerry? Please clarify.

**Answer:**

*250minutes of voice with unlimited Blackberry data services.*

**Question # 28:**

Point 2.4.7 is requiring Push to Talk as part of the monthly access fee yet Section 5.3 (4) under “These Monthly Cost Shall Not be Factored into the Basis of Award” indicates a separate cost for Push to Talk. Can the City please clarify?

**Answer:**

*The last sentence of Paragraph 2.4.7 is hereby deleted from this Invitation and Bid.*

*Page 30, Section 5.2 - Services:*

*Push to Talk Costs \_\_\_\_\_/ Month is hereby deleted from this Invitation and Bid.*

**Question # 29:**

**Section 2.4.13**

Will all or a portion of the Blackberry devices require voice service or are they data only? If only a portion will require both voice and data can you please provide the estimated number that will require both services?

**Answer:**

*All Blackberry devices should have Voice and Data.*

**Question # 30:**

**Section 2.5.3**

Please confirm the City is asking for “MABEL” format instead of “Maple”

**Answer:**

*This should read MABEL.*

**Question # 31:**

**Page 19, Section 2.5.1**

Will the city accept another billing cycle close date other than the last day of the month?

**Answer:**

*Yes the City would be open to accepting another billing close cycle.*

**Question # 32:**

**Page 20, Section 2.5.3**

Maple format is an older billing format. Is it safe to assume the City is willing to entertain other billing/reporting formats in the bid which would result in advanced features and functionality?

**Answer:**

*The City will accept other billing formats. The Maple format is required for our current billing system and must be available until our billing system is changed which may take up to 6 months.*

**Section 3 - Bid Evaluation and Award**

**Question # 33:**

**Page 26, Paragraph 3.2.6 - Insurance** – Would the City accept an A minus (–) Insurance rating from AM Best?

**Answer:**

*NO.*

**Question # 34:**

**Page 24, Section 3.2.2 (Stated in the Pre-Bid Meeting Agenda)** – “Bid will be awarded to two entities; a primary and a secondary”. Can the City clarify the role of the primary and the secondary and in what instances the secondary will be selected over the primary?

**Answer:**

*The secondary can be chosen based upon , specific needs, features, functions, or simply as a back-up when necessary.*

**Terms and Conditions of Bidding and Contract**

**Question # 35:**

**Page 3 of 8, Section 16, Indemnification** - Please confirm that "damages" excludes indirect, incidental, special, consequential or punitive damages and refers only to direct damages.

**Answer:**

*The section is correct and no further explanation is required.*

**Question # 36:**

**Page 4 of 8, Section 28, Assignment** - Please confirm that upon prior written notice to City bidder may assign the Agreement in whole or in part, or any of its rights, duties or obligations under the Agreement, to a parent, affiliate, or partnership in which bidder, its parent or an affiliate has an interest, provided that the assignee is fully capable of performing bidder's obligations under the Agreement.

**Answer:**

*There will be no change to this section. It is clear as written.*

**General Questions**

**Question # 37:**

Would the City allow the winning vendor to market services to individuals employed by the City?

**Answer:**

Yes.

**Question # 38:**

What other entities/agencies will the City allow to purchase off of this contract?

**Answer:**

*Any agency that has entered into a shared services agreement with the city may procure off of this contract. There is no guarantee of this and the agency may buy direct from any carrier on their own contractual terms.*

**Question # 39:**

**“Bidder Guidelines”** – attached to bid. “Do not submit counter terms or conditions Your bid will be rejected.

- a. Will the City consider additional terms or conditions in a bid response which do not impact the terms and conditions on pages 1 thru 8 of the “Terms and Conditions of Bidding and Contract” without rejecting the bid?
- b. In section 1 of the “Terms and Conditions of Bidding and Contract” it states that all addenda, exhibits and attachments will be included in this contract if accepted by the City. Does this mean a bidder can include additional terms and conditions in a separate attachment for consideration without the risk of bid rejection?
- c. If the City is unsure about the above questions, will the City be willing to review the additional terms and conditions and provide feedback during the Question and Answer period thru May 4, 5:00 pm?

**Answer:**

*There are to be no changes to the Terms And Conditions Of Bidding And Contract.*

**BID CLARIFICATIONS:**

**Page 18, Paragraph 2.4.7, Last Sentence:**

“The fees associated with these services shall be provides as an integral part of the monthly access charge.” is herby deleted from this Invitation and Bid.

**Page 24, Section 3.2.2 – Services:**

Blackberries Access  
Charge for Unlimited Data Usage  
inclusive of Pooled Voice Minutes

**Page 30, Section 5.2 – Services:  
Revision;**

Blackberries Access Charge for  
Unlimited Data Usage inclusive  
of Pooled Voice Minutes

**Page 30, Section 5.2 – Services:**

Push to Talk Costs \_\_\_\_\_/ Month is hereby deleted from this Invitation and Bid.

**Page 30, Section 5.3 (2):**

“Cost for Supplying Blackberry with Unlimited Internet and Text Messaging” is deleted as a price line option from this Invitation and Bid.

**Page 30, Section 5.3 (3) Revision:**

Minute Charge for Chargeable Calling Minutes on All Voice Devices

Please sign, date and return this addendum with your bid to the Procurement Department, 1401

J.F.K Boulevard, Bid Room 170A, Philadelphia, PA 19102-1685 as it now becomes a part of the proposal.

\_\_\_\_\_  
Buyer, K. Hanagan

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
FIRM NAME (PRINT)

\_\_\_\_\_  
DATE

KH/cs

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# **CITY OF PHILADELPHIA**

Hugh Ortman  
Procurement Commissioner

May 11, 2009

**BID NUMBER:** S0Z54940  
**TITLE:** Wireless Phone Equipment and Service  
**DEPARTMENT:** Various  
**DATE TO OPEN:** May 13, 2009 at 10:30 AM

## **ADDENDUM # 2**

### **TO ALL BIDDERS:**

**You are hereby notified of the following changes to the above mentioned bid:**

**Revision to Question and Answer #18 in Addendum 1 of this Invitation and Bid is as follows:**

#### **Question #18:**

**Page 18, Paragraph 2.4.11 – Nights and Weekend Service – The Vendor’s billing system does not allow changes to its billing format that would allow the rate period for “Nights” to begin at 7PM ending at 7AM. Will the City allow for a variance in these times to coincide with the Vendor’s billing system?**

#### **Answer:**

***Yes, Vendor to provide alternatives.***

Please sign, date and return this addendum with your bid to the Procurement Department, 1401 J.F.K Boulevard, Bid Room 170A, Philadelphia, PA 19102-1685 as it now becomes a part of the proposal.

\_\_\_\_\_  
Buyer, K. Hanagan

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
FIRM NAME (PRINT)

\_\_\_\_\_  
DATE

KH/cs