Mississippi Department of Information Technology Services

Craig P. Orgeron, Ph.D., Executive Director

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RFP Clarifications Memorandum

To: Vendors Responding to RFP Number 3657 for the Information Technology Services (ITS)

From: Craig P. Orgeron, Ph.D.

Date: October 26, 2011

Subject: Conformed RFP

Contact Name: Tina O'Neal

Contact Phone Number: 601-432-8162

Contact E-mail Address: tina.oneal@its.ms.gov

Attached to this memo is a copy of RFP Number 3657 that incorporates the amendments and clarifications detailed in RFP Amendments 1 and 2, posted previously to the IT website.

This "conformed" RFP version is provided as a courtesy to assist you in your response. The changes and clarifications to the original document are shown in the applicable location in the RFP and are in red type. Deletions are shown as strikethroughs.

Please use this document as a cross-reference to ensure your response appropriately addresses any amended requirements and that your response to new requirements is included at the correct location.

You are cautioned that this document is NOT the official RFP. The official RFP is the original RFP and the two amendments posted to the ITS website. The State believes the conformed RFP is accurate and complete; however, the burden is on the Vendor to ensure all amendments and clarifications are appropriately included in any proposal.

If you have any questions concerning the information above or if we can be of further assistance, please contact Tina O'Neal at 601-432-8162 or via email at tina.oneal@its.ms.gov.

cc: ITS Project File Number 38862

Board Members – John Hairston, Chairman • Derek Gibbs, Vice-Chairman • Lynn C Patrick • Rodney Pearson • Thomas A. Wicker
Legislative Advisors - Senator Sampson Jackson, II • Representative Gary V. Staples

Mississippi Department of Information Technology Services

RFP No: 3657

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until April 5, 2011 **@ 3:00 p.m.** Central Time for the acquisition of the products/services described below for Mississippi Department of ITS.

Submissions offered for inclusion on the TWO-WAY RADIO EXPRESS PRODUCTS LIST (EPL) to be used in the acquisition of specific categories of two-way radios and accessories for the STATE OF MISSISSIPPI.

The Vendor must submit proposals and direct inquiries to:

Anthony Hardaway or ~~Candace Moten~~ Tina O'Neal or
Technology Consultant
Information Technology Services
3771 Eastwood Drive
Jackson, MS 39211
(601) 432-8110 or (601) 432-~~8185~~ 8162
anthony.hardaway@its.ms.gov or ~~candace.moten~~ tina.oneal@its.ms.gov AMEND#2.1

To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. The following must be clearly typed on a label affixed to the package in a clearly visible location:

PROPOSAL, SUBMITTED IN RESPONSE TO
RFP NO. 3657
due April 5, 2011 @ 3:00 p.m.,
ATTENTION: Anthony Hardaway

~~David L. Litchliter~~ Craig P. Orgeron, Ph.D. AMEND#2.2
Executive Director, ITS

ITS RFP Response Checklist

RFP Response Checklist: These items should be included in your response to RFP No. 3657.

_____ 1) One clearly marked original response of the complete proposal.
   a. Please include proposal response in a three-ring loose-leaf HARD-bound binder.
   b. Label the front and spine of the binder with the Vendor name and RFP number.
   c. Include the items listed in 2 through 12 inside the binder.
   d. Please DO NOT include a copy of the RFP in the binder.

_____ 2) *Submission Cover Sheet*, signed and dated. (Section I - Sellers only)

_____ 3) *Proposal Exception Summary*, if applicable (Section V - Sellers only)

_____ 4) Vendor response to *RFP Questionnaire* (Section VI - Sellers only)

_____ 5) Point-by-point response to *EPL Process Specifications* (Section VIII - Sellers only)

_____ 6) One printout of the Vendor Contact Information Spreadsheet (Section X - Sellers only)

_____ 7) One printout of the Service Fee Spreadsheet (Section X - Sellers only)

_____ 8) CD or other media containing two spreadsheet files as detailed in *Cost Information Submissions for Sellers* (Section X - Sellers only)

_____ 9) Response to *Manufacturer Information Submission* (Section XI - Manufacturers only)

_____ 10) Response to *Marketing Reports* (Section XII – Sellers only)
[Only direct sellers under previous EPL 3485 for Two-Way Radio]

_____ 11) *References* (Section XIII - Sellers only)

Table of Contents

SECTION I 4
SUBMISSION COVER SHEET & CONFIGURATION SUMMARY 4
PROPOSAL BONDS 5
SECTION II 6
PROPOSAL SUBMISSION REQUIREMENTS 6
SECTION III 10
VENDOR INFORMATION 10
SECTION IV 14
LEGAL AND CONTRACTUAL INFORMATION 14
SECTION V 25
PROPOSAL EXCEPTIONS 25
PROPOSAL EXCEPTION SUMMARY FORM 27
SECTION VI 28
RFP QUESTIONNAIRE 28
SECTION VII 31
EXPRESS PRODUCT LIST OVERVIEW 31
SECTION VIII 39
EPL PROCESS SPECIFICATIONS 39
SECTION IX 61
TECHNICAL SPECIFICATIONS 61
SECTION X 65
COST INFORMATION SUBMISSION FOR SELLERS 65
SECTION XI 67
MANUFACTURER INFORMATION SUBMISSION 67
SECTION XII 71
MARKETING REPORT 71
SECTION XIII 73
REFERENCES 73
REFERENCE FORM 74
SUBCONTRACTOR REFERENCE FORM 75
EXHIBIT A 76
STANDARD CONTRACT 76

SECTION I
SUBMISSION COVER SHEET & CONFIGURATION SUMMARY

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person the Mississippi Department of Information Technology Services, (**ITS**), should contact for questions and/or clarifications.

Name	_____	Phone #	_____
Address	_____	Fax #	_____
	_____	E-mail	_____

Subject to acceptance by **ITS**, the Vendor acknowledges that by submitting a proposal AND signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), including the Standard Contract in Exhibit A if included herein, except those listed as exceptions on the Proposal Exception Summary Form. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this proposal.

_____/_____
Original signature of Officer in Bind of Company/Date

Name (typed or printed)	_____
Title	_____
Company name	_____
Physical address	_____
	_____
State of Incorporation	_____

CONFIGURATION SUMMARY

The Vendor must provide a summary of the main components of products/services offered in this proposal using 100 words or less.

PROPOSAL BONDS

A Proposal Bond is not required for this procurement.

SECTION II
PROPOSAL SUBMISSION REQUIREMENTS

The objective of the Proposal Submission Requirements section is to provide Vendors with the information required to submit a response to this Request for Proposal (RFP). A Vendor who has responded to previous RFPs issued by **ITS** should not assume that the requirements are the same, as changes may have been made.

1. Failure to follow any instruction within this RFP may, at the State's sole discretion, result in the disqualification of the Vendor's proposal.

2. The State has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.

3. The Vendor's proposal must be received, in writing, by the office of **ITS** by the date and time specified. **ITS** is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened. Any proposal received with insufficient postage will be returned unopened.

4. Proposals or alterations by fax, e-mail, or phone will not be accepted.

5. Original signatures are required on one copy of the Submission Cover Sheet and Configuration Summary, and the Vendor's original submission must be clearly identified as the original. The Vendor's original proposal must include the Proposal Bond, (if explicitly required in Section IV).

6. **ITS** reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.

7. **ITS** reserves the right to waive any defect or irregularity in any proposal procedure.

8. The Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by **ITS** is the official version and will supersede any conflicting RFP language submitted by the Vendor.

   The Vendor must conform to the following standards in the preparation of the Vendor's proposal:

   8.1 The Vendor is required to submit one clearly marked original response ~~and one(1) identical copy/copies~~ of the complete proposal, including all sections and exhibits, in a three-ring binder~~s~~. AMEND#1.1

8.2 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the RFP cover page must be clearly typed and affixed to the package in a clearly visible location.

8.3 Number each page of the proposal.

8.4 Respond to the sections and exhibits in the same order as this RFP.

8.5 Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.

8.6 If the Vendor does not agree with any item in any section, then the Vendor must list the item on the *Proposal Exception Summary Form*. (See Section V for additional instructions regarding Vendor exceptions.)

8.7 Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with "NOT APPLICABLE."

8.8 Where an outline point asks a question or requests information, the Vendor must respond with the <u>specific</u> answer or information requested.

8.9 When an outline point/attachment is a statement provided for the Vendor's information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the *Submission Cover Sheet* and providing a *Proposal Exception Summary Form*.

8.10 Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.

8.11 The Vendor must fully respond to <u>each</u> requirement within the *Technical Specifications* by fully describing the manner and degree by which the proposal meets or exceeds said requirements.

9. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. **Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost proposal may be grounds for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Vendor.** The Vendor must complete the *Cost Information Submission* in this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the *Cost Information Submission*.

10. **ITS** reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing **ITS** staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at the State's discretion, result in the disqualification of the Vendor's proposal.

11. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **ITS**.

12. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:

    12.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.

    12.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.

    12.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.

    12.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.

    12.5 The Vendor must submit a statement outlining the circumstances for the clarification.

    12.6 The Vendor must submit one clearly marked original.

    12.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).

13. **Communications with State**

    From the issue date of this RFP until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this RFP with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this RFP must be submitted in writing to the State's contact person for the selection process, and not later than the last date for accepting responding Vendor questions provided in this RFP. All such questions will be answered officially by the State in writing. All such questions and

answers will become addenda to this RFP, and they will be posted to the ITS web site. Vendors failing to comply with this requirement will be subject to disqualification.

13.1 The State's contacts for the selection process are: Anthony Hardaway and Tina O'Neal ~~and Candace Moten~~, Technology Consultants, 3771 Eastwood Drive, Jackson, MS 39211, 601-432-8110 or 601-432-~~8185~~ 8162, anthony.hardaway@its.ms.gov or tina.oneal@its.ms.gov ~~candance.moten~~. AMEND#2.3

13.2 Vendor may consult with State representatives as designated by the State's contact person identified in 13.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.

SECTION III
VENDOR INFORMATION

The objective of the Vendor Information section of this RFP is to provide Vendors with information required to respond to the RFP successfully.

1. **Interchangeable Designations**

   The terms "Vendor" and "Contractor" are referenced throughout this RFP. Generally, references to the "Vendor" are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term "Contractor" denotes the role assumed, post-award, by the winning Vendor. Additionally, the terms "State of Mississippi," "State" or "ITS" may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from Vendors throughout these specifications. References to a specific agency, institution or other political entity represent the client or customer on whose behalf ITS is issuing the RFP.

2. **Vendor's Responsibility to Examine RFP**

   Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

3. **Proposal as Property of State**

   All written proposal material becomes the property of the State of Mississippi.

4. **Written Amendment to RFP**

   Any interpretation of an **ITS** RFP will be made by written amendment only. The State will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the **ITS** website, together with the associated RFP specification. Vendors are required to check the **ITS** website periodically for RFP amendments before the proposal opening date at: http://www.its.ms.gov/rfps/rfps_awaiting.shtml.

   Any and all amendments will be posted no later than noon, seven days prior to the proposal opening date listed on the cover page of this RFP. Should you be unable to access the **ITS** website, you may contact the **ITS** technology consultant listed on page one of this RFP and request a copy.

5. **Oral Communications Not Binding**

   Only transactions which are in writing from **ITS** may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any State employee.

6. **Vendor's Responsibility for Delivery**

   Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The State will not be responsible for the failure of any delivery medium for

submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

7. **Evaluation Criteria**

The State's intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor who meets specifications, considering price and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process. More specific information concerning evaluation criteria is presented in *Technical Specifications*.

8. **Multiple Awards**

ITS reserves the right to make multiple awards.

9. **Right to Award in Whole or Part**

ITS reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the State of Mississippi.

10. **Right to Use Proposals in Future Projects**

The State reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of the State and requires the agreement of the proposing Vendor. The State's decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

11. **Price Changes During Award or Renewal Period**

A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the State will always take advantage of price decreases.

12. **Right to Request Information**

The State reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours. The State also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal. The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, even if that customer is not included in the Vendor's list of references.

13. **Vendor Personnel**

For RFPs including professional services specifications, the Vendor will be required to provide and/or certify the following for each individual included in the Vendor's proposal:

13.1 A direct telephone number at which the individual may be contacted for a telephone interview. The State will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls.

13.2 That, if onsite interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with onsite interviews will be the responsibility of the Vendor.

13.3 That the individual is proficient in spoken and written English;

13.4 That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all INS regulations. The Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U. S. citizens.

13.5 That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of the State. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.

14. **Vendor Imposed Constraints**

The Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of the State's business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Vendor's software; and/or providing web-hosting, hardware, networking or other processing services on the State's behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the State. The State recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. The State must understand these issues in order to decide to what degree they may impact the State's ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the Vendor and the State with regard to this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by the State.

15. **Best and Final Offer**

The State reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the State believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the State, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the State. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the State that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.

16. **Restriction on Advertising**

The Vendor must receive written approval from the State before advertising or referencing the award of the contract or the services being provided. The Vendor must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Mississippi.

17. **Rights Reserved to Use Existing Product Contracts**

The State reserves the right on turnkey projects to secure certain products from other existing **ITS** contracts if it is in its best interest to do so. If this option is exercised, then the awarded Vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

18. **Additional Information to be Included**

In addition to answering each specification within this RFP, the Vendor must include complete product/service information, including product pictorials and technical/descriptive literature relative to any product/service offered with the proposal. Information submitted must be sufficiently detailed to substantiate that the products/services offered meet or exceed specifications.

19. **Valid Contract Required to Begin Work**

The successful Vendor should not commence any billable work until a valid contract has been executed. Any work done by the successful Vendor prior to the execution of the contract is done at the Vendor's sole risk. The State is under no obligation to pay for work done prior to the execution of a contract.

SECTION IV
LEGAL AND CONTRACTUAL INFORMATION

The objective of the *Legal and Contractual Information* section is to provide Vendors with information required to complete a contract or agreement with **ITS** successfully.

1. **Acknowledgment Precludes Later Exception**

By signing the *Submission Cover Sheet*, the Vendor is contractually obligated to comply with all items in this RFP, including the *Standard Contract* in Exhibit A if included herein, except those specifically listed as exceptions on the *Proposal Exception Summary Form*. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. Vendors who respond to this RFP by signing the *Submission Cover Sheet* may not later take exception to any item in the RFP during contract negotiations. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions by subcontractors or separate terms and conditions will be entertained after the fact.

2. **Failure to Respond as Prescribed**

Failure to respond as described in Section II: *Proposal Submission Requirements* to any item in the sections and exhibits of this RFP, including the *Standard Contract* attached as Exhibit A, if applicable, shall contractually obligate the Vendor to comply with that item.

3. **Contract Documents**

ITS will be responsible for all document creation and editorial control over all contractual documentation related to each procurement project. The following documents will normally be included in all contracts between **ITS** and the Vendor:

3.1 The *Proposal Exception Summary Form* as accepted by **ITS**;

3.2 Contracts which have been signed by the Vendor and **ITS**;

3.3 **ITS'** Request for Proposal, including all addenda;

3.4 Official written correspondence from **ITS** to the Vendor;

3.5 Official written correspondence from the Vendor to **ITS** when clarifying the Vendor's proposal; and

3.6 The Vendor's proposal response to the **ITS** RFP.

4. **Order of Precedence**

When a conflict arises regarding contract intent due to conflicting statements in documents included in the contract, the order of precedence of each document is as listed above unless modification of order is negotiated and agreed upon by both **ITS** and the winning Vendor.

5. **Additional Contract Provisions**

The contract will also include such additional provisions, which are not inconsistent or incompatible with the material terms of this RFP, as may be agreed upon by the parties. All of the foregoing shall be in such form and substance as prescribed by the State.

6. **Contracting Agent by Law**

The Executive Director of **ITS** is, by law, the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of computer and telecommunications equipment, systems, software, and services (Section 25-53-1, et seq., of the Mississippi Code Annotated). **ITS** is issuing this RFP on behalf of the procuring agency or institution. **ITS** and the procuring agency or institution are sometimes collectively referred to within this RFP as "State."

7. **Mandatory Legal Provisions**

7.1 The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.

7.2 Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.

7.3 The Vendor shall have no limitation on liability for claims related to the following items:

7.3.1 Infringement issues;

7.3.2 Bodily injury;

7.3.3 Death;

7.3.4 Physical damage to tangible personal and/or real property; and/or

7.3.5 The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor’s employees or subcontractors.

7.4 All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.

7.5 Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.

7.6 Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.

7.7 The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.

7.8 The State will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See Section 31-7-305 of the Mississippi Code Annotated. Seller understands and agrees that Purchaser is exempt from the payment of taxes.

7.9 The State shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.

8. **Approved Contract**

8.1 Award of Contract - A contract is considered to be awarded to a proposer once the proposer's offering has been approved as lowest and best proposal through:

8.1.1 Written notification made to proposers on **ITS** letterhead, or

8.1.2 Notification posted to the **ITS** website for the project, or

8.1.3 CP-1 authorization executed for the project, or

8.1.4 The **ITS** Board's approval of same during an open session of the Board.

8.2 **ITS** statute specifies whether **ITS** Director approval or **ITS** Board approval is applicable for a given project, depending on the total lifecycle cost of the contract.

8.3 A contract is not deemed final until five (5) working days after either the award of contract or post procurement review, as stipulated in the **ITS** Protest Procedure and Policy. In the event of a valid protest, the State may, at its sole discretion, continue the procurement or stay the procurement in accordance with the **ITS** Protest Procedure and Policy. If the procurement is stayed, the contract is not deemed final until the protest is resolved.

9. **Contract Validity**

All contracts are valid only if signed by the Executive Director of **ITS**.

10. **Order of Contract Execution**

Vendors will be required to sign contracts and to initial all contract changes before the Executive Director of **ITS** signs.

11. **Availability of Funds**

All contracts are subject to availability of funds of the acquiring State entity and are contingent upon receipt by the winning Vendor of a purchase order from the acquiring State entity.

12. **CP-1 Requirement**

All purchase orders issued for goods and services acquired from the awarded Vendor under this RFP must be encoded by the Customer agency with a CP-1 approval number assigned by **ITS**. This requirement does not apply to acquisitions that by policy have been delegated to State entities.

13. **Requirement for Electronic Payment and Invoicing**

13.1 Payments to the awarded Vendor for all goods and services acquired under this RFP by state agencies that make payments through the Statewide Automated Accounting System ("SAAS") will be made electronically, via deposit to the bank account of the Vendor's choice. The awarded Vendor must enroll and be activated in PayMode™, the State's current vehicle for sending and receiving electronic payments, prior to receiving any payments from state agencies. There is no charge for a Vendor to enroll or receive payments via PayMode. For additional information on PayMode, including registration instructions, Vendors should visit the following website: http://portal.paymode.com/ms/. Vendors may also request assistance from the Mississippi Management and Reporting System (MMRS) Call Center regarding PayMode registration by contacting mash@dfa.state.ms.us.

13.2 For state agencies that make payments through SAAS, the awarded Vendor is required to submit electronically all invoices for goods and services acquired under this RFP, along with appropriate supporting documentation, as directed by the State. Should the requirement for electronic invoicing be implemented during the term of the project contract, the State will work with the Vendor to determine a reasonable timeframe for initiating electronic invoicing.

13.3 Items 13.1 and 13.2 only apply to state agencies that make payments through SAAS. Payments and invoices for all other entities will conform to their standard methods of payment to contractors.

14. **Time For Negotiations**

14.1 All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor's initial receipt of the project contract from **ITS,** unless **ITS** consents to extend the period. Failure to complete negotiations within the stated time period constitutes grounds for rejection of the Vendor's response to this RFP. **ITS** may withdraw the proposal award and begin negotiations with the next ranked Vendor immediately or pursue any other option.

14.2 Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form, as well as any new items that the State may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor's proposal shall be submitted three (3) working days prior to scheduled negotiations, unless **ITS** consents to a different period.

15. **Prime Contractor**

The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract with the State.

16. **Sole Point of Contact**

ITS will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

16.1 The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties and consequently the State is only required to negotiate with the Vendor.

16.2 Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the State from any contractor, third party or subcontractor without the State having to negotiate separately or individually with any such parties for these terms or conditions.

16.3 Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party's name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the State, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the State. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor's proposal and subsequently accepted by the State.

17. **ITS Approval of Subcontractor Required**

Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the State. **ITS** reserves the right of refusal and the right to request replacement of a subcontractor due to unacceptable work or conduct. This provision should not be interpreted as requiring the approval of individual contracts of employment between the Vendor and personnel assigned for services under the contract.

18. **Inclusion of Subcontract Agreements**

Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor's proposal.

19. **Negotiations with Subcontractor**

In order to protect the State's interest, **ITS** reserves the right to attempt to resolve the contractual disagreements that may arise between the Vendor and its subcontractor after award of the contract.

20. **References to Vendor to Include Subcontractor**

All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors.

21. **Outstanding Vendor Obligations**

21.1 Any Vendor who presently owes the State of Mississippi money pursuant to any contract for which **ITS** is the contracting agent and who has received written notification from **ITS** regarding the monies owed, must submit, with the proposal, a certified check in the amount due and owing in order for the proposal in response to this RFP to be considered. For a Vendor currently in bankruptcy as of the RFP submission date, this requirement is met, if and only if, **ITS** has an active petition before the appropriate bankruptcy court for recovery of the full dollar amount presently owed to the State of Mississippi by that Vendor. If the Vendor has emerged from bankruptcy by the RFP submission date, the Vendor must pay in full any amount due and owing to the State, as directed in the court-approved reorganization plan, prior to any proposal being considered.

21.2 Any Vendor who is presently in default on existing contracts for which **ITS** is the contracting agent, or who otherwise is delinquent in the performance of any such contracted obligations, is in the sole judgment of the State required to make arrangement for fulfilling outstanding obligations to the satisfaction of the State in order for the proposal to be considered.

21.3 The State, at its sole discretion, may reject the proposal of a Vendor with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of proposal submission.

22. **Equipment Condition**

For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to **ITS** specifications, unless an explicit requirement for used equipment is otherwise specified.

23. **Delivery Intervals**

The Vendor's proposal must specify, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, delivery and installation intervals after receipt of order.

24. **Pricing Guarantee**

The Vendor must explicitly state, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, how long the proposal will remain valid. Unless stated to the contrary in the *Technical Specifications*, pricing must be guaranteed for a minimum of ninety (90) days.

25. **Shipping Charges**

For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.

26. **Amortization Schedule**

For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.

27. **Americans with Disabilities Act Compliance for Web Development and Portal Related Services**

All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.

28. **Ownership of Developed Software**

28.1 When specifications require the Vendor to develop software for the State, the Vendor must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation.

28.2 The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.

29. **Ownership of Custom Tailored Software**
In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs of the State, the Vendor must offer the State an application license entitling the State to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.

30. **Terms of Software License**
The Vendor acknowledges and agrees that the term of all software licenses provided to the State shall be perpetual unless stated otherwise in the Vendor's proposal.

31. **The State is Licensee of Record**
The Vendor must not bypass the software contracting phase of a project by licensing project software intended for State use in its company name. Upon award of a project, the Vendor must ensure that the State is properly licensed for all software that is proposed for use in a project.

32. **Compliance with Enterprise Security Policy**
Any solution proposed in response to this RFP must be in compliance with the State of Mississippi's Enterprise Security Policy. The Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines and covers the following topics: web servers, email, virus prevention, firewalls, data encryption, remote access, passwords, servers, physical access, traffic restrictions, wireless, laptop and mobile devices, disposal of hardware/media, and application assessment/certification. Given that information security is an evolving technology practice, the State reserves the right to introduce new policy during the term of the contract resulting from this RFP and require the Vendor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

The Enterprise Security Policy is available to third parties on a need-to-know basis and requires the execution of a non-disclosure agreement prior to accessing the policy. The Vendor may request individual sections of the Enterprise Security Policy or request the entire document. Prior to the Vendor receiving the requested policy information, the Vendor must sign and submit the non-disclosure agreement found on the ITS website, http://www.its.ms.gov, as follows: click on the "ITS Services" button on the left of the screen; select "Information Security", scroll to the bottom of the page, and click on the link "Enterprise Security Policy" under "Policies and Plans". The form can be found at the "Enterprise Security Policy" link under the "Third Party" heading. The complete web address is shown below:
http://www.its.ms.gov/security/docs/confidentiality_agreement_for_its_esp_for_web.pdf
Vendor must provide contact information (name, email address, phone number) that can be used to coordinate the secure delivery of the requested information.

33. **Negotiating with Next-Ranked Vendor**
Should the State cease doing business with any Vendor selected via this RFP process, for any reason, the State reserves the right to initiate negotiations with the next ranked Vendor.

34. **Disclosure of Proposal Information**

Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated. All disclosures of proposal information will be made in compliance with the **ITS** Public Records Procedures established in accordance with the Mississippi Public Records Act. The **ITS** Public Records Procedures are available in Section 019-010 of the **ITS** Procurement Handbook, on the **ITS** Internet site at: http://dsitspe01.its.ms.gov/its/procman.nsf/TOC4?OpenView or from **ITS** upon request.

As outlined in the Third Party Information section of the **ITS** Public Records Procedures, **ITS** will give written notice to any affected Vendor of a request to view or reproduce the Vendor's proposal or portion thereof. **ITS** will not, however, give such notice with respect to summary information prepared in connection with the State's review or evaluation of a Vendor's proposal, including, but not limited to, written presentations to the **ITS** Board or other approving bodies, and/or similar written documentation prepared for the project file. In addition, **ITS** will not provide third-party notice for requests for any contract executed as a result of this RFP, with the exception of information contained in contract exhibits identified and labeled as confidential during the contract negotiation process. **ITS** will provide third-party notice of requests for any such confidential exhibits to allow Vendor the opportunity to protect the information by court order as outlined in the **ITS** Public Records Procedures.

Summary information and contract terms, as defined above, become the property of **ITS**, who has the right to reproduce or distribute this information without notification.

Vendors should further be aware that requests for disclosure of proposal and contract information are sometimes received by **ITS** significantly after the proposal opening date. **ITS** will notify the signatory "Officer in Bind of Company" provided in Section I of this RFP for Notification of Public Records Requests in the event information is requested that your company might wish to consider protecting as a trade secret or as confidential commercial or financial information. If the "Officer in Bind of Company" should not be used for notification of public records requests, Vendor should provide the alternative contact information in response to this RFP item.

35. **Risk Factors to be Assessed**

The State will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known. The State, at its sole discretion, may employ the following mechanisms in mitigating these risks: proposal bonding, performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. The Vendor must agree to incorporate any or all of the above terms and conditions into the customer agreement.

36. **Proposal Bond**

The Vendor is not required to include a proposal bond with its RFP proposal.

37. **Performance Bond/Irrevocable Bank Letter of Credit**
The Vendor is not required to include the price of a performance bond or irrevocable bank letter of credit with his RFP proposal.

38. **Responsibility for Behavior of Vendor Employees/Subcontractors**
The Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises of any State agency or institution. Any Vendor employee or subcontractor acting in a manner determined by the administration of any State agency or institution to be detrimental, abusive, or offensive to any of the staff or student body of any State agency or institution will be asked to leave the premises and can be suspended from further work on the premises.

39. **Protests**
The Executive Director of **ITS** and/or the Board Members of **ITS** or their designees shall have the authority to resolve Vendor protests in connection with the selection for award of a contract. Copies of the protest procedures are available on the **ITS** Internet site - **ITS** Protest Procedure and Policy, Section 019-020, **ITS** Procurement Handbook at: http://dsitspe01.its.ms.gov/its/procman.nsf/TOC4?OpenView or from **ITS** upon request.

40. **Protest Bond**
Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the **ITS** Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the **ITS** Protest Procedure and Policy. The outside of the envelope must be marked "Protest" and must specify RFP number 3657.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the **ITS** Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or 100.00, whichever is less. The total estimated project lifecycle cost will be the amount used by **ITS** in the computation of cost points, as the low cost in the denominator of the cost evaluation formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the State is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor's expense and be payable to the Mississippi Department of Information Technology Services. Prior to approval of the protest bond, **ITS** reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such

bond shall be paid by the protesting Vendor. The State may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of 1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the State may have at law or in equity.

Should the written protest submitted by the Vendor fail to comply with the content requirements of **ITS'** protest procedure and policy, fail to be submitted within the prescribed time limits, or fail to have the appropriate protest bond accompany it, the protest will be summarily dismissed by the **ITS** Executive Director.

41. **Mississippi Employment Protection Act**

Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Vendor acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

SECTION V
PROPOSAL EXCEPTIONS

Please return the *Proposal Exception Summary Form* at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or state "No Exceptions Taken." If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions to any item in this RFP document.

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with "shall" or "must," as long as the following are true:

   1.1 The specification is not a matter of State law;

   1.2 The proposal still meets the intent of the RFP;

   1.3 A *Proposal Exception Summary Form* is included with Vendor's proposal; and

   1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the Proposal *Exception Summary Form*.

2. The Vendor has no liability to provide items to which an exception has been taken. **ITS** has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and **ITS** will discuss each exception and take one of the following actions:

   2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;

   2.2 **ITS** will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;

   2.3 **ITS** and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or

   2.4 None of the above actions is possible, and **ITS** either disqualifies the Vendor's proposal or withdraws the award and proceeds to the next ranked Vendor.

3. Should **ITS** and the Vendor reach a successful agreement, **ITS** will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Vendor's exceptions. The *Proposal Exception Summary*, with those exceptions approved by **ITS**, will become a part of any contract on acquisitions made under this RFP.

4. An exception will be accepted or rejected at the sole discretion of the State.

5. The State desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the State's RFP, including the *Standard Contract* in Exhibit A, if included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

6. For Vendors who have successfully negotiated a contract with **ITS** in the past, **ITS** requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to **ITS** or participated in contract negotiations with **ITS** on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

PROPOSAL EXCEPTION SUMMARY FORM

List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.

ITS RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	**ITS** Acceptance (sign here only if accepted)
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	
1.			
2.			
3.			
4.			
5.			
6.			
7.			

SECTION VI
RFP QUESTIONNAIRE

Please answer each question or provide the information as requested in this section.

Manufacturers and resellers selling and receiving payments directly should answer all questions in this section. Manufacturers responding ONLY on behalf of a Reseller Group and not selling or receiving payments directly do NOT have to respond to the *RFP Questionnaire*, Section VI.

1. Statewide Automated Accounting System (SAAS) Information for State of Mississippi Vendor File

1.1 **SAAS Vendor Code**: Any Vendor who has not previously done business with the State and has not been assigned a SAAS Vendor code should furnish a signed copy of an IRS W-9 form with the proposal. A copy of the W-9 Form can be obtained by going to the **ITS** website, http://www.its.ms.gov, clicking on the "Procurement" button to the left of the screen, selecting "Vendor Information", scrolling to the bottom of the page, and clicking on the link "Forms Required in RFP Responses." Vendors who have previously done business with the State should furnish **ITS** with their SAAS Vendor code.

SAAS Vendor Code: _____ OR Signed W-9 Form Attached: _____

1.2 **Vendor Self-Certification Form:** The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Vendor review the State of Mississippi Minority Vendor Self Certification Form. This information is for tracking/reporting purposes only, and will not be used in determining which Vendor will be chosen for the project. Any Vendor who can claim status as a Minority Business Enterprise or a Woman Business Enterprise in accordance with the definitions on this form and who has not previously submitted a form to the State of Mississippi should submit the completed form with the proposal. A copy of the Minority Vendor Self-Certification Form can be obtained at: http://www.mississippi.org/assets/docs/minority/minority_vendor_selfcertform.pdf. Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at minority@mississippi.org.

Minority Vendor Self-Certification Form Included: _____
Minority Vendor Self-Certification Form Previously Submitted: _____
Not claiming Minority or Women Business Enterprise Status: _____

2. Certification of Authority to Sell

The Vendor must certify Vendor is a seller in good standing, authorized to sell and able to deliver all items and related services proposed in the State of Mississippi in the time

frame specified. Does the Vendor make these certifications? (A yes or no answer is required.)

3. **Certification of No Conflict of Interest**
Mississippi law clearly forbids a direct or indirect conflict of interest of a company or its employees in selling to the State. The Vendor must answer and/or provide the following:

3.1 Does there exist any possible conflict of interest in the sale of items to any institution within **ITS** jurisdiction or to any governing authority? (A yes or no answer is required.)

3.2 If the possibility of a conflict does exist, provide a list of those institutions and the nature of the conflict on a separate page and include it in your proposal. The Vendor may be precluded from selling to those institutions where a conflict of interest may exist.

4. **Pending Legal Actions**

4.1 Are there any lawsuits or other legal proceedings against the Vendor that pertain to any of the software, hardware, or other materials and/or services which are a part of the Vendor's proposal? (A yes or no answer is required.)

4.2 If so, provide a copy of same and state with specificity the current status of the proceedings.

5. **Non-Disclosure of Social Security Numbers**
Does the Vendor acknowledge that any information system proposed, developed, or modified under this RFP that disseminates, in any form or manner, information or material that contains the Social Security Number of an individual, has mechanisms in place to prevent the inadvertent disclosure of the individual's Social Security Number to members of the general public or to persons other than those persons who, in the performance of their duties and responsibilities, have a lawful and legitimate need to know the individual's Social Security Number? This acknowledgement is required by Section 25-1-111 of the Mississippi Code Annotated.

6. **Value-added vs Mail-order Designation**
Please review the explanation of Value-added Vendor and Mail-order Vendor qualifications in Section VIII, item 9. Indicate below whether Vendor qualifies itself as a Value-added Vendor or as a Mail-order Vendor

_____ Value-added Vendor

_____ Mail-order Vendor

7. **Reseller Groups: Questions for Sellers**
For an explanation of Reseller Groups, see Section VIII, item 8.

7.1 *List the Reseller Groups to which you belong.*

7.1.1 Each seller must list the Reseller Groups in which they expect to participate. **ITS** will verify seller's group membership with the manufacturer.

7.1.2 Each seller should contact the Manufacturer Reseller Group representatives listed at http://www.its.ms.gov/rfps/3657.shtml and request group membership. Be sure to let them know if you are requesting "Value-added" status or "Mail-order" status as the manufacturer has limited room in their group for Mail-order Vendors.

7.2 Any Reseller Group member must submit a complete RFP binder response, as detailed in the RFP Response Checklist on page 2 of this RFP, and this response must be received by **ITS** by the proposal opening date and time stated in the RFP Project Schedule in Section VIII, item 3.

8. **Web Amendments**

As stated in Section III, **ITS** will use the **ITS** website to post amendments regarding RFPs before the proposal opening at http://www.its.ms.gov/rfps/rfps_awaiting.shtml. We will post clarifications until noon seven days prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable.

Vendors may list any questions or items needing clarification discovered in the week prior to the proposal opening in a written format at the beginning of the proposal binder.

Does the Vendor certify that they have reviewed a copy of the **ITS** amendments for RFPs as above stated? (A yes or no answer is required.)

SECTION VII
EXPRESS PRODUCT LIST OVERVIEW

1. Express Products List Information

1.1 Responses to this RFP will be used to produce an EXPRESS PRODUCTS LIST (EPL) that provides **ITS** clients and staff with an economical, flexible mechanism to acquire frequently-requested routine items in full compliance with all purchasing requirements.

1.2 The current version of the EPL to be published from this RFP is available for review on the **ITS** Web site at http://www.its.ms.gov/EPL.shtml

1.3 The EPL has a specified dollar limit up to which clients may make purchases from the EPL without coming through **ITS** for approval.

1.4 **ITS** EPL clients include state agencies and institutions of higher learning which are under **ITS** purview and local government entities such as cities, counties, local school districts, and community colleges which are not under **ITS** purview.

1.4.1 All EPL clients may make routine purchases from the EPL up to the specified dollar limits under **Procurement Instruments: Express Products Lists (EPLs)** as defined in the **ITS** Procurement Handbook.

1.4.2 EPL clients may be authorized to make planned purchases from the EPL over the specified dollar limits in line with their current technology plan under the **Planned Purchases Procedure** as defined in the **ITS** Procurement Handbook, Section 013-080.

1.4.3 All EPL clients may make purchases from the EPL over the specified dollar limits only by coming through **ITS** for approval.

1.4.4 **ITS** clients are not required to use EPLs for their purchases.

1.5 It is a goal of the EPL to make lists of quality products in defined categories available to state customers from reputable sources at the best possible prices.

1.6 Pricing is a major concern of **ITS**. Therefore Vendors must submit their pricing structure comparable to national pricing trends, the GSA, other statewide contracts, or other prominent pricing benchmark in terms of volume discounts.

1.7 Submission of an RFP proposal will not automatically qualify Vendor's products for placement on the Express Products List. **ITS** performs an

evaluation of Express Products offerings before placing the lowest and best offerings on the published EPL.

1.8 Each EPL is unique to **ITS**, administered under **ITS** policies and procedures, and not to be construed to apply or operate in any other manner by either Vendors or governmental entities.

1.9 It is the intent of **ITS** that an EPL is a multi-award list. However, **ITS** reserves the right to make a single award EPL.

1.10 By submitting a proposal for consideration and inclusion in the EPL, a Vendor is professing a willingness to provide customer service to ANY customer from the State of Mississippi qualified to use the EPL. As a condition for remaining on the EPL, Vendor must be willing to support our customers with timely telephone responses to their calls for information regarding the products and pricing proposed by your company, including but not limited to timely provision of "written quotes."

1.11 Any Vendor violating EPL policy may be removed for one or more EPL cycles and a bond may be required with Vendor's next proposal submittal.

2. **Format of Proposal**

Respond to the sections and exhibits, using the "RFP Response Checklist" at the front of this RFP as your guide.

3. **Right to Use EPL Proposals as General RFPs**

ITS uses EPL products in combination with General RFPs in many routine procurements. **ITS** reserves the right to use the Vendor's EPL response in the same capacity as a General RFP. A General RFP is an unpublished collection of Vendors' proposals for particular types of products or services used internally by **ITS** to solicit configurations and pricing through the Letter of Configuration (LOC) process on a project by project basis.

4. **Price Changes During Award or Renewal Period**

All pricing proposed should be your best proposal pricing. These costs are not-to-exceed costs. Vendor is required to pass any price decreases on to the customer. Vendor is also encouraged to provide quantity discounts to customers on EPL offerings should large quantities be purchased from the EPL.

5. **Restriction on Advertising**

The Vendor must receive written approval from the State before advertising or referencing the award of a contract or the services being provided. The Vendor must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Mississippi. The following guidelines pertain specifically to the use of Express Products Lists.

5.1 *Acceptable guidelines for marketing EPL products include:*

5.1.1 Vendor's reference of any EPL should include a description of the EPL, the EPL RFP number, and the valid dates for that EPL. EPLs go out of date and **ITS** maintains several types of EPLs.

5.1.2 **ITS** recommends that you reference our website in any marketing publications or provide a link to our website from your website. http://www.its.ms.gov .

5.1.3 Any description or interpretation of **ITS** EPL policy or reproduction of individual Vendor offerings should be an exact, current, and complete quotation with the source identified. Examples include the published EPL, the **ITS** procurement handbook, or the RFP number in question.

5.2 *Unacceptable references of **ITS** EPLs include:*

5.2.1 Do not imply that your EPL products are exclusive in any way or that you are the only EPL award. Government clients must still evaluate your EPL offerings with others on the list to determine "lowest and best" qualification.

5.2.2 The EPL is **NOT** a "State Contract" as used by the Department of Finance and Administration (DFA) Office of Purchase and Travel. Because the procedures for using DFA "State Contracts" differ from using **ITS** EPLs, we ask that you not use this terminology.

5.2.3 Do not mix marketing of EPL products with non-EPL products as this may imply that those non-EPL products are also on the EPL.

6. Minimum Legal Requirements

It is the intent of **ITS** that the Terms and Conditions of this RFP provide the contractual basis for purchases made from the EPL, and that additional contracts among **ITS**, the Vendor, or the EPL customer will not prove necessary. However, should an EPL customer require a custom contract at the time of sale to define a particular project, additional appropriate terms and conditions needed on a project may be negotiated between the Vendor and EPL customer. Vendor must be willing to include any or all of the requirements detailed in Section IV to any contract if required by **ITS**.

7. Substitutions

7.1 In general, substitutions are not authorized under RFP 3657.

7.2 If a product has been discontinued or is not available due to a national constraint, the manufacturer that is sponsoring the EPL Website should update their website with replacement product.

7.3 Sellers that are part of the Reseller Group are asked to contact the manufacturer representative for the Reseller Group to report any errors, omissions, or backlogs in distribution and alert the manufacturer regarding the need for updated products and pricing.

7.4 A substitution will be allowed for certain components or options of a base system as long as the component being substituted from that listed on the manufacturer website is equivalent or better technically and is the same or lower cost as the component being substituted. In no event is there authority to substitute a different product for the base system.

7.4.1 *Example of an allowed substitution:* A specific microphone or belt clip needed by a customer that is not on the standard base system. The seller can make a substitution for the same price or lower.

7.4.2 *Example of an allowed substitution:* The manufacturer has a set base product on their EPL Website such as a single band P25 mobile radio. That product is not immediately available to the reseller in the distribution channel, but the same base radio with a multi-band is available for immediate delivery. The reseller can offer the enhanced system at the same or better cost instead of waiting for production of the original model.

7.5 **ITS** EPL AUDIT INTEGRITY. It is the responsibility of every customer using the EPL to maintain proper records to reflect that all procurements from the EPL are made in accordance with **ITS** policies and procedures. It is the responsibility of every participating EPL Vendor to facilitate the customer in this regard. The purchase order must match the product on the approved Manufacturer EPL Website unless there has been a component substitution made in accordance with the published EPL guidelines. The purchase order price may be lower than, but may not exceed the published EPL pricing. In the case of a substitution, the seller must provide a <u>formal written explanation</u> regarding the manner in which the component substitution complied with the corresponding EPL guidelines.

7.6 Products or services purchased in conjunction with EPL products that are not specifically described and authorized on the published EPL are "**Non-EPL Items**" and the authority for purchasing such items must come from public purchasing dollar limitations or other procurement tools. An item being substituted through the substitution policy outlined above is still considered an EPL item. Customer must keep a printed copy of the Manufacturer EPL Website page showing the products being purchased as well as the written explanation regarding the substitution. Non-EPL items should be listed as such on the purchase order or Vendor quotation to avoid confusion and for later audit purposes.

8. **Transition Between Cycles**

Vendor should recognize that the EPL procedure is cyclical. There may be interim periods between the expiration of an old EPL and the introduction of a new EPL or the issuance of corrections or updates to a working list. **ITS** must evaluate each cycle's new proposals before the new list can go into effect. Also, acquisition approvals already in process using old proposals must have time to be completed and the purchase order process may overlap from an old EPL cycle into the new. Therefore, during these transition and overlapping periods, **ITS** will allow the customer to use the previous EPL to complete their purchase, and Vendors should strive to honor all products and pricing on either the old or new EPL list.

9. **ITS Acceptance of Vendor's Proposal**

9.1 *Manufacturer as the Reseller Group sponsor and EPL Website sponsor*

9.1.1 **ITS** will evaluate each manufacturer's initial proposal, including the Reseller Group membership list, proposed discounts, and other requirements specified in the RFP. The EPL team will notify each manufacturer of any deficiencies and provide an opportunity to make any corrections.

9.1.2 The EPL team will evaluate the test URL for the Manufacturer EPL Website as described in Section VIII and work with the manufacturer to make any corrections.

9.1.3 **ITS** will send the manufacturer an approval notification when the test URL has been approved and all deficiencies corrected. The manufacturer will change their test URL to their final live URL and **ITS** will link the Manufacturer EPL Website to the **ITS** EPL Interactive Website.

9.2 *Sellers*

9.2.1 **ITS** will evaluate each seller's initial proposal, including their qualifications, service fees, Value-added or Mail-order status, Reseller Group memberships, and other requirements specified in the RFP. The EPL team will notify each seller of any deficiencies and provide an opportunity to make any corrections.

9.2.2 **ITS** will send an approval notification to each seller.

9.2.3 **ITS** will notify each seller in a particular Reseller Group when that manufacturer's EPL Website has been approved by **ITS** and linked to the **ITS** EPL Interactive Website.

9.2.4 Sellers should understand that not all Manufacturer EPL Websites may be approved and authorized on the May 1, 2011 target date for EPL 3657 to commence. Sellers may only commence selling product for those Manufacturer EPL Websites that have been approved by **ITS** and are linked to the **ITS** EPL Interactive Website at http://www.its.ms.gov/EPL.shtml

9.3 **ITS** reserves the right to revoke approval subsequent to original acceptance. **ITS** will notify the Vendor in writing if approval is revoked.

10. **Evaluation and Use**

10.1 The State's intent in issuing an EPL RFP is to develop and publish a list of approved Vendors, products, and services from which Mississippi government and educational entities can make legal purchases. The EPL evaluation process includes initial evaluation by **ITS** as well as a subsequent evaluation by each EPL customer based on its specific needs. Factors considered in the evaluation process include, but are not limited to:

10.1.1 Lowest initial and ongoing costs,

10.1.2 Technical merit,

10.1.3 Substantiated product quality,

10.1.4 The Vendor's past performance on contracts,

10.1.5 The Vendor's ability to provide service, maintenance, and training,

10.1.6 The Vendor quality/strength/location,

10.1.7 The Vendor's cooperation during the evaluation process in providing **ITS** staff with adequate responses to requests for clarification regarding products or services offered in the submitted response or in providing the EPL customer with responses to requests for product information or discounted pricing.

10.2 In **ITS**' evaluation to select items to be included on the EPL, the scope, minimum specifications, and pricing for each product will be evaluated.

10.2.1 Individual products outside the scope of the product categories and specifications described in Section IX must be removed from the Manufacturer EPL Website when requested by **ITS**.

10.2.2 **ITS** will periodically review the Manufacturer EPL Website pricing to determine that the State is receiving a discount form List

or manufacturer's commercial pricing. Products with unacceptable pricing must either be removed from the Manufacturer EPL Website or have the price decreased in line with the discounts proposed in the manufacturer's RFP response to Section XI.

11. **Publication, Clarification, Corrections**

11.1 The Two-Way Radio EPL will be available on the **ITS** website. This will include:

11.1.1 *Instructions for Use*,

11.1.2 Lists of approved product categories, scope, and any minimum specifications,

11.1.3 List of approved Manufacturer Reseller Groups and links to the Manufacturer EPL Websites, and

11.1.4 Lists of the approved sellers in each Reseller Group, their contacts, purchase order information, remittance information, and their service fees, if proposed.

11.2 The EPL product descriptions and pricing will reside on each individual Manufacturer EPL Website that has been approved by **ITS** and linked to our website.

11.3 All customers will be asked to access the Manufacturer EPL Websites by coming through the **ITS** website to ensure the Vendor is still in good standing and to be able to access additional information as posted by **ITS**.

11.4 **ITS** will NOT maintain an archive of the approved products from the Manufacturer EPL Website. Each manufacturer is responsible for either archiving previous price lists on their site or saving customer "eQuotes" as described in Section VIII.

12. **Limitation of Liability**

Unless jointly agreed otherwise in writing, Seller's liability as to a Purchaser shall not exceed twice the total amount paid by Purchaser to Seller under the applicable supplement/purchase order. In no event will Seller be liable to a Purchaser for special, indirect, consequential or incidental damages including lost profits, lost savings or lost revenues of any kind unless Seller was advised of the possibility of such loss or damage or unless such loss or damage could have been reasonably foreseen. Excluded from this or any liability limitation are claims related to fraud; bad faith; infringement issues; bodily injury; death; physical damage to tangible personal property and real property, and the intentional and willful misconduct or gross negligent acts of Seller. The language

contained herein tending to limit the liability of the Seller will apply to a Purchaser to the extent it is permitted and not prohibited by the laws or constitution of Mississippi. Further, the parties understand and agree that the Seller is precluded from relying on any contractual damages limitation language within this article where the Seller acts fraudulently or in bad faith.

SECTION VIII
EPL PROCESS SPECIFICATIONS

1. **How to Respond to this Section**

Manufacturers and resellers selling and receiving payments directly should answer all questions in this section. Manufacturers responding ONLY on behalf of a Reseller Group and not selling or receiving payments directly do NOT have to respond to the *EPL Process Specifications*, Section VIII.

1.1 Beginning with Item 2 of this section, label and respond to each outline point in this section as it is labeled in the RFP.

1.2 The Vendor must respond with "ACKNOWLEDGED," "WILL COMPLY" or "AGREED" to each point in this section. In addition, many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the State's sole discretion, being subject to disqualification.

1.3 "ACKNOWLEDGED" should be used when no vendor response or vendor compliance is required. "ACKNOWLEDGED" simply means the vendor is confirming to the State that he read the statement. This is commonly used in the RFP sections where the agency's current operating environment is described or where general information is being given about the project.

1.4 "WILL COMPLY" or "AGREED" are used interchangeably to indicate that the vendor will adhere to the requirement. These terms are used to respond to statements that specify that a vendor or vendor's proposed solution must comply with a specific item or must perform a certain task.

1.5 If the Vendor cannot respond with "ACKNOWLEDGED," "WILL COMPLY," or "AGREED," then the Vendor must respond with "EXCEPTION." (See Section V, for additional instructions regarding Vendor exceptions.)

1.6 Where an outline point asks a question or requests information, the Vendor must respond with the <u>specific</u> answer or information requested.

1.6.1 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

2. **EPL Overview**

2.1 This request for proposal is issued by the Department of Information Technology Services (**ITS)** for routine acquisitions of traditional two-way radios and accessories for the State of Mississippi. Vendors must take care to limit the proposal to the subject matter of this RFP.

2.2 **ITS** evaluates the proposals from this RFP and will approve manufacturer hosted "Mississippi Manufacturer EPL Websites" that include products within the RFP scope with pricing approved by **ITS**. The Manufacturer EPL Websites include links to the manufacturer's "Reseller Group" consisting of sellers jointly approved by the manufacturer and **ITS** to participate in the EPL. **ITS** customers obtain the Two-Way Radio EPL Instructions for Use from the **ITS** Web Site or by requesting a copy. Customers are able to place their purchase orders directly with EPL Vendors after performing their own comparative evaluation using the Manufacturer EPL Websites created for each Reseller Group.

2.3 The EPL produced from these proposals will be valid through April 30, 2014.

2.4 The dollar limitation for the Two-Way Radio EPL will be as follows

2.4.1 $200,000 per fiscal year (July – June)
July – June is the fiscal year for most EPL customers. The dollar limitation period is July through June regardless if an entity's fiscal year is different.

2.4.2 For K-12 Schools, the dollar limitation is interpreted to be $200,000 per school or campus per fiscal year with a maximum dollar limitation of $1,000,000 per school district per fiscal year for a project that spans multiple schools within the district.

2.4.3 In raising the EPL Dollar Limit under RFP 3657, **ITS** is requiring the customer to solicit quotations from two or more EPL vendors for all amounts over fifty thousand dollars ($50,000). *ITS reserves the right to reconsider the dollar limitations during the EPL Cycle.*

2.4.4 The customer is responsible for obtaining any required Wireless Communication Commission approvals, as outlined in Item 5 of this section, prior to making purchases from the Two-Way Radio EPL.

3. RFP Project Schedule

Task	**Date**
First Advertisement Date for RFP	03/01/2011
Second Advertisement Date for RFP	03/08/2011
Deadline for Vendor's Written Questions	3:00 p.m. Central Time on

	03/22/2011
Deadline for Questions Answered and Posted to **ITS** Website	03/29/2011
Open Proposals (due date)	04/5/2011 3:00 p.m. Central Time
Evaluation of Proposals and Manufacturer Websites	04/05/2011 – 04/30/2011
EPL Approval Notifications Sent to Vendors (Tentative)	04/30/2011
Two-Way Radio EPL 3657 Publish Date (Tentative)	05/01/2011
New manufacturers may submit proposals for Reseller Groups and Manufacturer EPL Websites to be processed by **ITS** as time permits	05/01/2011 – 02/28/2014 or until replacement RFP is released
Proposals for new sellers may be submitted by 3:00 p.m. Central Time at these 6 month updates	10/04/2011, 04/03/2012, 10/02/2012, 04/02/2013, 10/01/2013
Two-Way Radio EPL 3657 Expiration Date	04/30/2014

4. **Changes this EPL Cycle**

4.1 The primary term of the Two-Way Radio EPL RFP 3657 will be three years.

4.2 Responding Vendors will NOT submit product and pricing information with their RFP response.

4.3 Product and pricing information will be housed on "Manufacturer Mississippi Express Products List (EPL) Websites." **ITS** will no longer keep the pricing information as part of the "EPL Interactive" database. The Two-Way Radio EPL Interactive on the **ITS**' website will link to these Manufacturer EPL Websites.

4.4 Vendor contact information, including service fee rates and Reseller Group lists, will reside on the **ITS** Website. Manufacturer EPL Websites will link to **ITS**.

4.5 The "Data Entry System" formerly used to collect the product and pricing will no longer be used.

5. **Wireless Communication Commission (WCC)**

Senate Bill 2514, 2005 Regular Session, established the Mississippi Wireless Communication Commission to ensure critical personnel have effective communications services available in emergency situations. The enabling legislation specifically directs the Commission to implement a statewide wireless communications system for state and local governments that enables interoperability between various wireless communications technologies. The Commission is further tasked with the responsibility for approving all

wireless communication purchases within the state and for setting forth rules and regulations governing these purchases.

5.1 Dollar Limits

5.1.1 < or = $100,000; no WCC review required. Normal public purchasing guidelines followed including use of **ITS** Express Products Lists (EPLs)

5.1.2 > $100,000 but < $250,000; requires review and approval of WCC Review Committee. Normal public purchasing guidelines followed including use of **ITS** Express Products Lists (EPLs).

5.1.3 > $250,000; requires review and approval of WCC Review Committee AND the Commission. Normal public purchasing guidelines followed.

5.2 Statewide Bid

5.2.1 The WCC has made a statewide single award for the MSWIN Radio Network to Motorola. There still is a need for the Two Way Radio EPL for replacement equipment for existing systems and MSWIN compatible radios from other manufactures.

5.2.2 During the life cycle of the Two-Way Radio EPL 3657, **ITS** reserves all rights to change the scope of the EPL categories, products and services in order to coordinate with any statewide radio award.

6. Scope

6.1 It is the intent of **ITS** by issuing this RFP to select a group of Vendors from whom prices and/or quotes can be obtained in order to provide the materials and labor needed to satisfy requests for traditional two-way radio equipment from State agencies, institutions, community colleges, and governing authorities of Mississippi, otherwise referred to as state entities. Radio driven applications such as SCADA, radio activated warning sirens, and response systems are specifically excluded from the scope of this EPL.

6.2 Well-established manufacturers, suppliers, and distributors are able to integrate Commercial Off-The-Shelf (COTS) technology out of the box and offer the customer installation services. **ITS** recognizes that acquisition of this technology is generally considered routine in nature and this technology comes with established, industry-standard warranties.

6.3 This EPL is not expected to meet one hundred percent of a customer's needs. Non-EPL items may be acquired using other appropriate procurement

mechanisms justified by the cost or specifications (e.g., two quotes, single-sourced acquisitions, or request for proposal. **ITS** can also work with the customer and Vendor using our General RFP process).

7. **Updates to the EPL**

7.1 *New Sellers*

7.1.1 New sellers, whether a reseller or a manufacturer choosing to sell directly, who were not awarded under the original RFP proposal opening April 5, 2011, may submit a proposal to RFP 3657 at any Six Month Update scheduled by **ITS** as follows:

7.1.1.1 10/04/2011

7.1.1.2 04/03/2012

7.1.1.3 10/02/2012

7.1.1.4 04/02/2013

7.1.1.5 10/01/2013

7.1.2 The contract date for any new sellers added to the RFP 3657 will be co-terminus with the original three-year primary term of RFP 3657 or any extension thereof.

7.2 *New Manufacturers Sponsoring a Reseller Group*

7.2.1 Manufacturers sponsoring a Reseller Group may submit a Reseller Group response at any time after the original RFP opening date of April 5, 2011 until the release of the next Two-Way Radio EPL RFP, which is tentatively planned for March 1, 2014.

7.2.2 The Reseller Group response and the required Manufacturer EPL Website for any new manufacturer will be processed by **ITS** as time permits after all original proposals have been processed.

7.3 *Changes to the Manufacturer's EPL Website and the Reseller Group Membership during the EPL Term*

7.3.1 Manufacturers whose websites have been approved may request additions to their Reseller Group membership at any time during the EPL cycle. **ITS** will process these requests as time permits. Manufacturers may only designate sellers who have been approved by **ITS** during either the initial RFP opening date of April 5, 2011 or the 6 month Update described above.

7.3.2 Manufacturers wishing to remove a reseller from their reseller group must provide both **ITS** and the reseller thirty (30) days written notice.

7.3.3 Manufacturers will be able to update their individual product sites at will during the EPL cycle as described below in Section VIII item 11.

7.3.4 Sellers may request changes to their vendor contact information at any time. **ITS** will process the request as time permits. Seller should print their vendor page from the Two-Way Radio EPL Interactive and make needed edits by hand. Then FAX or scan/e-mail the corrected page to the EPL Team.

7.3.5 Sellers may only update their service rates at the six month updates listed in 7.1.1 above. AMEND#1.2

7.4 *Lack of Participation in Update Process*

7.4.1 Vendors are required to respond to **ITS** requests for information in order to remain on the EPL.

7.4.2 Manufacturers that fail to keep their websites updated, after due notification from **ITS**, will have their website approval retracted until corrections are made.

7.5 The official version of the EPL is comprised of the Instructions for Use, the EPL Interactive, and related documents residing on the **ITS** Website in conjunction with approved Manufacturer EPL Websites.

7.6 **ITS** will NOT keep an archive of the Manufacturer EPL Websites. Customers must carefully document their purchases. Manufacturers are required to keep records of their product information and pricing as described below in Section VIII item 11.

8. Reseller Groups: Manufacturers Proposing Products and Pricing on Behalf of Resellers

8.1 The Reseller Group model for the Two Way Radio EPL has previously been optional. Beginning with RFP 3657, **ITS** will limit participation on the new Two-Way Radio EPL <u>exclusively</u> to the Manufacturer-sponsored Reseller Group Model. Manufacturers propose the products and not-to-exceed pricing information on behalf of their resellers. Individual sellers will no longer be allowed to propose product on this EPL.

8.2 *Who Proposes the Products and Product Pricing?*

8.2.1 The manufacturer is required to host a Manufacturer EPL Website with the product and pricing information. The Manufacturer EPL Website will have links back to the **ITS** Website, which will publish the contract information, instructions, and Reseller Group information.

8.2.2 Individual reseller pricing proposals are not allowed under RFP 3657. All pricing proposals must come from manufacturers submitting a Reseller Group on behalf of named resellers. Manufacturers that wish to participate directly to sell their products may do so by sponsoring a Reseller Group.

8.3 *Reseller Group Information*

8.3.1 Each manufacturer will have a page on the Two-Way Radio EPL Interactive. The manufacturer page includes a list of approved product categories and approved sellers by product category, as well as the link to the Manufacturer EPL Website.

8.3.2 Each seller will have a page on the Two-Way Radio EPL Interactive that includes the "Purchase Order To", "Remit To," installation and service hourly rates, and a list of approved manufacturers and product categories.

8.4 *Who Holds Contractual Responsibilities?*
The contractual obligations are dependent on who is designated to receive payments.

8.4.1 If the manufacturer is proposing the product information and pricing under a Reseller Group, and payments are directed to the reseller, then the reseller must submit a complete binder response: the reseller holds the contractual obligations for the products and services they sell.

8.4.2 If the manufacturer sells directly as part of the Reseller Group and payments are directed to the manufacturer, then the manufacturer holds the contractual obligations for the products and services they sell directly.

8.5 *Membership of the Reseller Group*
It is **ITS'** intent in establishing Reseller Groups, based on input from EPL clients, to provide for a more flexible and updateable EPL by combining the approved resellers from a common manufacturer into one group, publishing uniform configurations and a not-to-exceed price. EPL clients also want the flexibility to order directly from the manufacturer when that is their best alternative and when that manufacturer sells directly.

8.5.1 The Reseller Group must have a minimum of two (2) Value-added resellers. There is not a maximum number of Value-added resellers.

8.5.2 In some instances, a manufacturer may rely on established partnerships with resellers that **ITS** traditionally has designated as a "*Mail-order Vendor*" and wish to add that *Mail-order Vendor* to the Reseller Group. **ITS** will allow the manufacturer to propose no more than three (3) resellers designated as a *Mail-order Vendor* to their Reseller Group.

8.5.3 If a manufacturer elects to sell directly as part of their Reseller Group, this does not affect the minimum requirement of two Value-added resellers nor does it affect the maximum limit of three Mail-order Vendors.

8.5.4 **ITS** acknowledges the authority of the manufacturer to determine which resellers may sell in the Reseller Group, subject to **ITS** approval. **ITS** reserves the right to examine the reseller's ability to provide services as part of the Reseller Group, as appropriate to the specific category, and make the final determination as to their inclusion as a Reseller Group member.

8.5.5 **ITS**' primary focus is that membership in the Reseller Group is comprised of Value-added Vendors and, when appropriate, their manufacturer who sells directly. It is our preference that no traditional Mail-order Vendor be added to the group unless they bring unique qualifications, value, or expertise to the group.

8.5.6 It is **ITS**' intent, in choosing to produce a multi-award Express Products List, to provide our customers a broad selection of well established manufacturers in specific categories of Commercial Off-The-Shelf (COTS) technology. Mississippi is largely a rural state, and therefore it is also important to provide our customers with a selection of Value-added sellers that can support them from a geographically, logistically available office. Therefore, the "Geographical Territory" model where the manufacturer makes the decision of which reseller may sell in which county or areas is not acceptable on this EPL. Any EPL approved seller may sell to any Mississippi customer. Our preference is to allow any Value-added seller, who has the expertise to sell, install and service a manufacturer's products and has completed required training, certifications and related requirements, to be included in the manufacturer's Reseller Group.

8.5.7 It is not acceptable for a distributor or a reseller/business partner to make the decisions regarding Reseller Group membership. This is a conflict of interest. **ITS** will only work directly with the manufacturer regarding Reseller Group issues. Resellers should work directly with **ITS**' manufacturer representative to understand the manufacturer's standards for membership. Membership should not be unreasonably withheld for those resellers that meet **ITS**' Value-added standards and the manufacturer's technical and certification requirements. **ITS** reserves the right to waive this requirement for a "Manufacturer Representative" designated in long term relationships to handle such issues for the manufacturer.

8.6 *One Price for All Members of a Reseller Group*

Manufacturers selling directly must propose the same set of products and have the same not-to-exceed prices for these products for themselves and for all their named resellers in order to qualify for a Reseller Group.

8.7 *Reseller/Manufacturer Obligations*

Manufacturers may have their own Reseller Agreements describing any obligations and processes required of a reseller in order to be a member in good standing of the manufacturer's Reseller Group. Both the manufacturer and reseller have an obligation to the State to adhere to the RFP requirements, including both remaining within the **not-to-exceed** pricing proposed by the manufacturer on behalf of its resellers as well as ensuring the products proposed meet specifications. It is the expectation of the State that the manufacturers will work with their resellers throughout the Two-Way Radio EPL cycle to ensure that this pricing commitment is followed.

8.7.1 Should manufacturers experience cost increases, it is the expectation of the State that the manufacturer will not require that the reseller solely absorb the price increase but that the manufacturer and reseller will work together towards a solution.

8.7.2 Manufacturers are reminded, per *Technical Specifications*, Section IX, that all pricing proposals include basic freight charges, FOB Destination. In determining the EPL Price, please take shipping charges into consideration.

8.8 *Maximum Number of Products that May be Proposed*

There is no limit as to how many products a manufacturer may propose on their Manufacturer EPL Website, as long as those products are within the EPL scope and specifications.

8.9 *Evaluation*

The products and pricing proposed by a manufacturer on behalf of named resellers still must go through a cost evaluation and specification evaluation.

Participation in the Reseller Groups is not a guarantee that all or even some of a manufacturer's submission will be selected for the EPL. Please be reminded that it is a goal of the EPL to make lists of quality products in defined categories available to state customers from reputable sources at the best possible prices.

8.10 *Current Marketing Report Requirement*
Section XII of this RFP outlines sales reporting requirements for Vendors whose products are accepted on the EPL. In the case of Reseller Groups, the entity required to submit the marketing report would follow the "Remit To" payment. If the manufacturer is receiving the payment, the manufacturer is then required to track the sales and submit the marketing report. If the reseller receives the payment, then each reseller named by the manufacturer is required to submit this report.

8.11 **ITS** reserves the right to make adjustments to the Reseller Group model during the Two-Way Radio EPL Cycle, including during the RFP clarification, evaluation, and publication phases.

9. Vendor Qualification for all Sellers

9.1 Sellers will be categorized either as a Value-added Vendor or as a Mail-order Vendor. **ITS** reserves the right to use these categories in the EPL evaluation.

9.2 *Value-added Vendor*

9.2.1 *Value-added Vendors* are those who can address a customer's needs for delivery, installation, custom integration, training, consulting, and "hand holding" with in-house staff and same or next-day on-site support to the degree required by their Mississippi customers. *Value-added Vendors* have directly invested in staff, training resources, and physical facilities logistically available to Mississippi EPL customers. These are the Vendors who possess established in-house resources to provide two-way radios and system integration.

9.2.2 *Value-added Vendors* are those prime parties who are capable of providing the on-site warranty service directly and coordinate these services between the customer and the manufacturer to the degree that the process to activate the on-site service call is transparent to the customer. Therefore the customers will not have to fend for themselves with remote 1-800 support.

9.2.3 *Value-added Vendors* must have an office or service center within 200 miles of a Mississippi border in order to be considered

"logistically available to Mississippi EPL customers." "Virtual" or "Home" offices do not meet this standard.

9.3 *Mail-order Vendor*

Mail-order Vendors are those who typically offer goods and services either through the mail [drop ship] or involving a third-party (usually for installation, service and support, warranty or other value-added services.)

9.4 *Vendors selling directly must qualify themselves as a Value-added Vendor or as a Mail-order Vendor in the RFP Questionnaire, Section VI, item6.*

9.4.1 **ITS** reserves the right to make the final, sole determination of which group a Vendor is appropriately classified and will reclassify a Vendor as necessary. References may be used in the determination of Vendor qualification.

9.5 *Vendor Fees*

9.5.1 Value-added Vendors are <u>required</u> to propose all appropriate service fees for this EPL in order to be awarded Value-added status. Failure to submit a response to the service fees will move your proposal to the Mail-order category.

9.5.2 It is optional for Mail-order Vendors to provide services or to propose the service fees.

9.5.3 **ITS** reserves the right to clarify a Vendor's service fees. This includes allowing a proposer to supplement its proposal within three business days of proposal opening to provide said fees for those "Value-added" vendors that inadvertently omitted this mandatory spreadsheet, upon notification by the **ITS** EPL Team that the spreadsheet was omitted or unreadable. This clarification of vendor service fees also includes the right by **ITS** to request that service fees appreciably higher than those proposed by other vendors be reduced to conform with the highest accepted proposal.

9.5.4 All service rates are not-to-exceed prices and may be ~~lowered but not raised during the EPL one year term~~ changed as part of the six month update process AMEND#1.3 .

9.5.5 Services fees will be proposed in spreadsheet format as defined in Section X, *Cost Information for Sellers*. **ITS** is soliciting and will publish these three (3) rates.

9.5.5.1 Hourly Rate for basic installation services

9.5.5.2 Hourly Rate for project manager/engineer/advanced technician

9.5.5.3 Hourly Rate for travel

9.5.6 The Two-Way Radio EPL is NOT a services RFP nor may any of these service fees be used for warranty work. It is the intent of **ITS** that service fees are to be used in conjunction with the initial installation and configuration of equipment purchased from this RFP.

9.5.6.1 The use of the Two-Way Radio EPL Service Fee as the procurement authority for ongoing maintenance support or for consulting services is prohibited. This EPL does not provide procurement authority for using the service rates after the initial purchase and installation.

9.5.6.2 **ITS** encourages the manufacturers to propose additional enhanced warranty options as part of their Manufacturer EPL Website. Sellers are encouraged to discuss these extended warranties with their customers.

9.5.7 Seller should propose hourly rates based upon standard business hours of 8 to 5 Central Time, Monday – Friday, excluding holidays. Should customers have needs for after hours services, Seller may optionally charge up to one and one-half (1 ½) times their service rate, provided Seller has supplied a written estimate and advised the customer of the after-hours charge.

9.5.8 The Travel Hourly Rate covers the time and cost of travel within state boundaries. This rate may not be used on out-of-state travel.

9.5.8.1 Any Travel Hourly Rate may not exceed the Seller's highest hourly rate proposed.

9.5.8.2 For Vendors with multiple service center locations, **ITS** expects a good faith effort on the part of any Vendor to tailor the customer service needs with the lowest costs and expenses possible.

9.5.9 Vendor must provide to the customer at the time of sale a not-to-exceed estimate of installation and any travel fees to be used in conjunction with services. Travel fees are negotiated between the Vendor and customer and should include the following considerations:

9.5.9.1 Is the estimate for one-way or two-way travel?

9.5.9.2 Is the estimate per technician or per vehicle?

9.5.9.3 If there is a need for extended on-site work involving per diem charges for meals, mileage, hotels, airfare, etc., customer would authorize these charges through other public purchasing procedures. They are not authorized under this EPL.

9.6 Vendor is solely responsible for all delivery and implementation subject to formal customer acceptance. **ITS** does not encourage the use of subcontractors. Any use thereof must be transparent to the customer with all transactions and payment conducted directly with the Two-Way Radio EPL Vendor. Any sub-contractors must be named in Section XIII and responding Vendor must provide references for those sub-contractors. Should a Vendor need to add additional sub-contractors during the term of the EPL, they must submit those names and references to **ITS** EPL Team for approval.

Most of the items in Section VIII from this point forward require that the Vendor respond with specific information "Acknowledge" is not an appropriate response to these items.

10. **Company Profile for Sellers**

Sellers should respond to this section with specific information. If the service is not offered by a Mail-order vendor, respond with "Not Applicable."

10.1 Vendor must provide information detailing the company's qualifications. This information must include the following company background information.

10.1.1 Date established (minimum one year requirement),

10.1.2 Corporate status. Is the company incorporated? If so, what is the State of incorporation? If not a corporation, explain the type business structure – example, LLC, partnership.

10.1.3 Ownership information including public or private, parent company and subsidiaries, and any changes in control. In particular, explain if the company has had a name change, merger or division within the last year that would explain that the "date established" meets the one year requirement due to such changes in ownership.

10.1.4 Corporate office location,

10.1.5 Office location(s) that serve Mississippi. List the office locations that will be used to provide support to Mississippi. Designate for

each office whether it is used for sales, installation and/or after purchase support. Provide street addresses for each. If any are a home or virtual office, provide that information.

10.1.6 If servicing Mississippi clients from out-of-state facilities, describe in detail how the proposing Vendor will provide the Value-added requirements described in this RFP.

10.1.7 Number of years on the following **ITS** EPLs. (Approximate)

10.1.7.1 Two-Way Radio EPL

10.1.7.2 E-911 EPL

10.1.8 Please describe how Vendor has participated in other **ITS** contracts.

10.2 *Financial*

10.2.1 Financial information provided in response to this section will be deemed confidential as provided through **ITS** Open Records policy and procedures. If submitting data as part of a parent company, differentiate the parent company data from the responding Vendor's finances. If relying on the financial data of a parent company, supply documentation from the parent company guaranteeing the responding Vendor's performance under this RFP.

10.2.2 Is the proposing Vendor under federal bankruptcy proceedings? If so, please describe.

10.2.3 Vendor must provide most recent annual report or current audited financial statements, which must include a letter from a CPA or accounting firm indicating that the financial records have been reviewed. At a minimum, the report should include assets / liabilities and an income / revenue report.

10.2.4 Alternatively, Vendor may show they have the financial ability to provide products and services of at least $100,000.00 by the following:

10.2.4.1 Vendor must provide a letter from its major supplier or distributor or banker of other guarantor(s) showing available line of credit for EPL purchases up to at least $100,000.00.

10.2.4.2 Credit letters may be from multiple sources, for instance a $50,000 line of credit from your bank and a $50,000 line of credit from your distributor.

10.2.5 In cases where there are problems during the EPL cycle due to Vendor inability to finance purchase, **ITS** reserves the right to take corrective action, up to and including disqualification from participation in the EPL process.

10.3 *Staff*

10.3.1 Describe the number of staff who are employees of the Vendor.

10.3.2 Provide the names of staff you anticipate being used for the Two-Way Radio EPL contract. For each, include:

10.3.2.1 Are they administration, sales or technical staff or estimate the portion of each if multi-roled.

10.3.2.2 Do they work full time for Vendor? Indicate if any of the named employees are part-time or contract employees working on Mississippi accounts for Vendor.

10.3.2.3 What location do they work out of? Is this a physical office location of Vendor's company or are personnel working out of a "virtual office"?

10.3.2.4 For technical staff, include technical certifications they hold. (Example: APCO Radio Technician, NABER Two-Way Radio Technician, CETa, USMSS, WCM)

10.3.2.5 Will the same technicians be used for installation and later for maintenance?

10.3.3 If Vendor relies on out-of-state resources to coordinate with Mississippi staffing, please describe how these resources are utilized.

10.3.4 Describe your company's manufacturer certifications for products proposed beyond the basic authority to sell for each manufacturer proposed. Example: Gold, Platinum, Premier, Silver, etc.

10.4 *Describe Vendor's process for*

10.4.1 Handling sales and quotation requests;

10.4.2 Tracking the delivery of products;

10.4.3 Installation;

10.4.4 Billing.

10.5 Describe Vendor services specific to products proposed, i.e. vehicle installations, radio programming, and any other related services such as consulting, authorized repair facility, etc.

10.6 Describe training resources and facilities.

10.7 What is Vendor's website address? Does Vendor have online support for sales information?

10.8 Provide specific examples of how Vendor provides Value-added services for Mississippi customers.

10.9 The proposing Value-added Vendor ensures the warranty, regardless of manufacturer or manufacturer's warranty. How does the proposing Vendor provide or coordinate with the manufacturer(s) for seamless service?

10.10 When the proposing Vendor receives an initial service call on products under on-site warranty, who makes the initial on-site call? Does it depend on the client location? Briefly describe Vendor's technical support organization and problem resolution process.

10.11 Under what conditions would third party support be used in lieu of in-house staff?

10.12 Describe response time for initial call response, on-site personnel response, and resolution. Include average time as well as a not-to-exceed time frame for each type of response.

11. Mississippi Manufacturer EPL Website Requirements

11.1 The manufacturer must develop a Manufacturer EPL Website residing on manufacturer's servers and domain name. This website will, at minimum, house the manufacturer's product and pricing information.

11.1.1 Distributors or individual resellers may not host the EPL site. Should the manufacturer elect to use a distributor or business partner to assist with the website, this should be transparent to **ITS**. **ITS**' correspondence and relationship must be directly with the manufacturer. **ITS** reserves the right to waive this requirement for a "Manufacturer Representative" designated in long term relationships to handle such issues for the Manufacturer.

11.2 Only manufacturers sponsoring an **ITS** approved Reseller Group under this RFP are eligible to participate.

11.3 The manufacturer will provide both a test URL and a final URL that will be linked by **ITS** to our website.

11.3.1 Manufacturers who currently have an approved Pilot Manufacturer EPL Website under RFP 3485, will need to supply a test URL for RFP 3657. Once the test URL has been approved for RFP 3657, replace the current EPL 3485 site with the approved site and inform the **ITS** EPL Team what the final URL link will be.

11.3.2 For manufacturers that have published a Pilot Manufacturer EPL Website under RFP 3485, all references to those EPLs must be removed by May 1, 2011.

11.4 The Manufacturer EPL Website does not have to be completed by the RFP opening date. The EPL Team will work with the manufacturer after the proposal opening to review their test website. When approved, the EPL Team will certify the site and link the site to the **ITS** EPL Interactive Website and the Two-Way Radio EPL Instructions for Use. Priority will be given in the website review and certification process to those manufacturers whose sites are ready first.

11.5 The Website Target Date for RFP 3657 is May 1, 2011. Those websites not approved by that date will continue to be reviewed by the EPL Team and will be added to the EPL Interactive once approved.

11.6 Each Manufacturer EPL Website must include basic contract information and links which will be furnished to the manufacturer by the EPL Team after the proposal opening in the form of a Checklist. At minimum, this will include:

11.6.1 Reference to "Two-Way Radio Express Products List (EPL) 3657"

11.6.2 Reference to contract term: "This EPL Website is valid through April 30, 2014"

11.6.3 Dollar Limit for expenditures from the EPL

11.6.4 Link to the **ITS** EPL Interactive Website: http://www.its.ms.gov/EPL/interactive.shtml

11.6.5 Link to the list of approved resellers for the manufacturer, which is hosted on the **ITS** EPL Interactive Website. This link must be prominent on the opening page. The **ITS** EPL Team will supply this link to each manufacturer during the website testing phase.

11.6.6 Product descriptions and the discounted cost to the State

11.7 *Website Specifications*

11.7.1 There must not be a password or special login to access the website.

11.7.2 Products on the website must only be within those categories listed and must meet the requirements shown in Section IX, *Technical Specifications*.

11.7.3 The products must have adequate description for the customer to discern what the product is.

11.7.4 Products must be current, with end-of-life products deleted. However, manufacturers are encouraged to consider whether an end-of-life product in their product line may still be available in the distribution channel for a reasonable length of time before removal from their Manufacturer EPL Website.

11.7.5 The website must not have a true "shopping cart" that allows online payment or obligates the customer to purchase. The website is a "quote tool" only.

11.7.6 The website must only list the manufacturer's branded products.

11.7.7 There must not be any "Home" or "Consumer" versions of the manufacturer's products on the website.

11.8 *Website Options*

11.8.1 The Manufacturer EPL Website may have a link to the manufacturer's main home page or commercial section <u>only</u> if clearly identified as such.

11.8.2 The Manufacturer EPL Website may have links to product literature for the EPL products.

11.8.3 Any links to product literature, any menu bars, any side frames that have links to the commercial website must follow these guidelines:

11.8.3.1 **ITS** preference is that there are no links or menus that take the customer out of the approved Manufacturer EPL Website except those linking back to **ITS** or a single clearly identified link to the manufacturer's regular commercial site.

11.8.3.2 Menu top, bottom, and side bars that move the customer from the approved Manufacturer EPL Website to the commercial site need to have the links disabled or have an interim page that warns the customer they are leaving the Mississippi EPL site.

11.8.3.3 **ITS** reserves the right to work with individual manufacturers on menu bar issues. The primary purpose of any menu bar restrictions is to ensure that it is clear if leaving the EPL Website and to protect the EPL customer to avoid any confusion or possible mis-use of the Manufacturer's commercial site.

11.8.3.4 It is imperative that the Manufacturer EPL Website NOT mistakenly take the customer from the approved EPL site to products or services that have not been approved and for which the customer has no procurement authority.

11.8.4 *Configurators*

In **ITS** feedback sessions with our customers, it was strongly recommended and preferred that the website have a "configurator" allowing the customer to add options to a base system; save that configuration as an "eQuote", "saved cart", or configuration; and reference the quote to their resellers; and use the quote in the ordering process.

11.8.4.1 Although **ITS** is not making a "configurator" a requirement at this time, it is strongly recommended for more complex systems such as servers.

11.8.4.2 Should the manufacturer elect to provide such a "configurator", the manufacturer <u>must</u> also include the ability to save the configuration or quote or to email the configuration to the customer.

11.8.4.3 E-Quotes or Saved Configurations must be saved and available for recall for a minimum of thirty days.

11.8.5 *Static Price Spreadsheets*

Manufacturers may alternatively choose to publish their price list as a spreadsheet.

11.8.5.1 This is acceptable in particular for those product lines with fewer accessory or option choices.

11.8.5.2 The spreadsheet must include basic accessories and it must be clear which accessories may be used with which base products.

11.8.5.3 If the manufacturer maintains a List Price, or MSRP, please include a column for list price in addition to the column for the discounted price to the State.

11.8.5.4 If the spreadsheet is in Excel, the manufacturer is asked to also include an Adobe PDF version. Although many of our customers prefer Excel in order to copy or paste, some customers have difficulty formatting and printing from Excel and therefore spreadsheets should be in Adobe and can optionally be also available in Excel.

11.9 *Archiving of pricing*

11.9.1 In past years, **ITS** has taken the responsibility of archiving the EPL products and pricing to be available for customer questions and possible audits. Under this RFP, **ITS** will no longer keep such archived files. Customers must take responsibility to print the Manufacturer EPL Website quotations. Both manufacturer and seller are asked to assist the customer in locating, printing, and saving the EPL quotation.

11.9.2 If using a "configurator" and "eQuote" website, the eQuote must be archived or be available to the customer or their reseller for a minimum of thirty (30) days from the generation of the eQuote.

11.9.3 If using a static spreadsheet or price list, all lists must remain on the manufacturer website throughout the EPL one year term. Each spreadsheet should clearly show the date. Example:

Company Name Price List – 8/7/2011
Company Name Price List – 7/22/2011
Company Name Price List – 5/1/2011

11.10 *Product and Price Changes on Manufacturer Website*

11.10.1 New products may be added, products deleted, and products edited on the Manufacturer EPL Website at any time, including price changes. It is not necessary to receive additional permission from **ITS**.

11.10.2 There is not a maximum or minimum number of products that have to be proposed.

11.10.3 **ITS** will review the price list and website at least monthly. The manufacturer will be required at our monthly review to certify their website still meets EPL specifications.

11.10.4 Should a manufacturer RAISE a price on a system or any component or accessory of a system, the manufacturer must honor the lower price for thirty (30) days from the time last posted on the website or from the time an eQuote is generated.

11.11 *Miscellaneous Website Requirements*

11.11.1 During the pilot phase for the Manufacturer EPL Websites, **ITS** noticed that some sites were blocked by the State's filtering software, Websense. These sites were rejected as "uncategorized". The State requests that the manufacturers work with their technical staff and EPL customers to resolve this problem.

11.11.2 Please test your website using multiple browsers and multiple browser versions for both Windows and Mac systems.

11.11.3 Please update your website or do maintenance before or after the core hours of 8 – 5 Central Time, Monday – Friday, when possible. Alternatively, if the site is down for maintenance or updates, please show a replacement page such as "Website is being Updated" to avoid customer complaints.

11.11.4 "Energy Star," "Green," or similar designations are frequently requested by State customers. If these are available for your products, please include these descriptions on your site.

11.12 ***ITS** hosting of Manufacturer Sites*

11.12.1 **ITS** is aware that a small number of manufacturers have policies that restrict them from being able to host a special site on their own domain as requested in this RFP. In such a case, the manufacturer may petition **ITS** as part of their RFP response to host the site on **ITS**' servers using **ITS**' domain name. This approach should be an exception and must be documented as a true constraint, not simply because a manufacturer rep is busy or is having trouble getting resources within the company. If hosting a site as described herein is not possible for your company, please make this request in response to this RFP item and supply a complete explanation as well as certification that your company cannot deploy such a site and does not host a similar site for other governmental entities. If approved, **ITS** will set up a very simple

site on our server and domain and work with your manufacturer team on the price lists to post in Adobe.

11.12.2 Similarly, should the EPL Team and the manufacturer web team not be able to reach approval for the test websites due to any technical issues, **ITS** reserves the right to consider offering such a simple website on our server.

11.12.3 Should **ITS** host such sites, note that the flexibility of price changes at the will of the manufacturer will be lost. Any price changes or website changes will be made as time permits by the EPL Team.

11.12.4 There will be a non-refundable fee payable up front should **ITS** host the site.

11.12.4.1 The amount under RFP 3657 will be $1000 for a six month period. **ITS** will invoice the Manufacturer at the beginning of the initial six-month period and each six-month period thereafter.

11.12.4.2 The fee is payable by check to Information Technology Services and will be due at such time as the manufacturer and **ITS** have agreed upon a test site, before the site is made live for customer use.

11.12.4.3 This is a non-refundable fee should the manufacturer elect to product their own site before the end of the next six month period.

11.13 ***ITS** Manufacturer EPL Website Project Manager*

11.13.1 Anthony Hardaway on the EPL Team will coordinate and approve Manufacturer EPL Websites during the EPL term. You may address questions directly to Anthony at:

Anthony Hardaway
601-432-8110
anthony.hardaway@its.ms.gov or eplteam@its.ms.gov

SECTION IX
TECHNICAL SPECIFICATIONS

Section II, item 8.11 of this RFP requires the Vendor to respond to the *Technical Specifications* section with a point-by-point response to each requirement. Please ignore the directions given in Section II, item 8.11. Do **not** submit a point-by-point response to Section IX *Technical Specifications.*

1. **Two-Way Radio Product Categories**
   Listed below is a summary of the Two-Way Radio EPL categories that may be proposed. Vendors are not required to propose products in all categories. There is not a minimum or maximum number of products that must be proposed in a category.

   1.1 Radio

   1.2 Radio Accessories

2. **Radios**

   2.1 Scope, Category Definition, and Minimum Specifications

   2.1.1 The focus of this category is to provide the base radio systems.

   2.1.2 Type of equipment include

   2.1.2.1 Base Station/Repeater (Paging terminals proposed here)

   2.1.2.2 Dispatch Console (Console furniture proposed as an option here)

   2.1.2.3 Mobile

   2.1.2.4 Mobile Data

   2.1.2.5 Portable/ Handheld

   2.1.2.6 Receiver

   2.1.2.7 Vehicular Repeater

   2.1.2.8 No single item should exceed the cost of the EPL dollar limit.

   2.1.2.9 One year parts and labor or exchange warranty.

   2.1.3 Exclusions

2.1.3.1 Radio activated warning sirens

2.1.3.2 Reponse system

2.1.3.3 SCADA

2.1.3.4 Products that exceed the EPL dollar limit.

3. **Radios Accessories**

3.1 Scope, Category Definition, and Minimum Specifications

3.1.1 Type of equipment include

3.1.1.1 Antenna

3.1.1.2 Cable

3.1.1.3 Combiner/Multicoupler

3.1.1.4 Duplexer

3.1.1.5 Headset

3.1.1.6 Microphone

3.1.1.7 Modem

3.1.1.8 Rack/Cabinet

3.1.1.9 RF Test Equipment

3.1.1.10 Voice Recorders

4. **Global Minimum Specifications**

4.1 Only commercially-branded products may be proposed.

4.2 All products must be available for both government and education purchase.

4.3 Pricing must be for all EPL users, not just one segment such as education.

4.4 All products must be delivered FOB destination to any location within the geographic boundaries of the state with all transportation charges prepaid and included in proposal price. Destination is the point of use.

4.5 Freight must be FOB Destination for a standard delivery. If the delivery is beyond a standard delivery such as "white glove treatment" or because of weight/size, the freight/transportation charges may be line-itemed.

4.6 Upon the agency's request, Vendor should provide demonstration units of the proposed equipment at no charge.

4.7 Vendor should be able to provide installation and service statewide on all equipment proposed. These costs should be provided in your cost submission.

4.8 Vendor should provide an interim "loaner" to minimize the user's down time.

4.9 The service and warranty shall not be voided if the state should decide to install the proposed equipment.

4.10 Vendor will be responsible for the shipping charges to and from the service center during the warranty period.

5. **Warranty**

5.1 General Warranty Requirements and Definitions

5.1.1 Vendor must provide a minimum one-year warranty covering all parts and labor to correct any defect in the proposed equipment. This warranty period must become effective from the delivery date of Vendor's products/services

5.1.2 "On-Site Warranty": If an on-site warranty is proposed, the warrantor will, without charge, repair or replace a defective product. During the "on-site" period, the warrantor must come to the customer's site to repair or pick-up the defective product. If the required warranty specifies "Parts and Labor", the warrantor must replace or repair the defective product but it is the customer's responsibility to return the defective product to the warrantor for repair. This includes "return to depot", "carry-in", or "shipping to warrantor", subject to shipping charges as defined below.

5.1.3 The warranty must include the BASE Product and any EPL–published items purchased with the base product.

5.1.4 The "BASE Product" includes the components required to meet the minimum specifications as outlined for each of the categories.

5.1.5 The "Internal EPL Components" are those selected from the EPL options at the time of purchase that are internal to the product.

5.1.6 Non-EPL items are NOT automatically covered in the BASE Product or as an EPL Component purchased with the base product. Customer and Vendor must negotiate a warranty separately if needed. NOTE: Vendor-defined options in any open-ended specifications are EPL items.

5.1.7 Charges for shipping and handling must be borne by the Vendor during the on-site warranty period or for the first year of the warranty if the item are not covered by an on-site warranty.

5.1.8 After the expiration of the first year (for items without on-site coverage) or of the on-site warranty period and for the remainder of the warranty period, Vendor is required to pay shipping from the manufacturer or repair facility back to the customer, however, Vendor is not required to pay shipping from the customer to the manufacturer or repair facility.

5.2 For software that is part of the management of the EPL hardware and either included with the base system or proposed as an optional accessory, the following warranty applies

5.2.1 Vendor will warrant software against defects in workmanship of product for a period of ninety (90) days from the date of sale of the licensed software or the system on which the software is loaded, whichever is applicable.

SECTION X
COST INFORMATION SUBMISSION FOR SELLERS

Only Vendors that are Sellers should respond to this section. This requirement includes resellers as well as manufacturers that choose to sell directly as part of their Reseller Group.

1. **Directions for Submitting RFP Electronic Files**

   1.1 The Vendor must submit media formatted for a Windows platform. A CD is preferred but if the Vendor cannot submit a CD, a jump drive is acceptable.

   1.2 Information must be submitted in spreadsheet format. Do not use tables from word processing applications. Template spreadsheets are available for download. The link is noted in item 3 below. You are EXPECTED to use these templates. The templates are in Microsoft Excel format. If you do not have access to Excel, then you may re-create the spreadsheets using Lotus 1-2-3.

   1.3 The media must be labeled with VENDOR NAME and RFP No. 3657.

2. **Overview of Cost Information Submission**

   2.1 The Seller does NOT propose product information and pricing as part of their RFP response. The product and pricing information will be submitted by each manufacturer sponsoring a Reseller Group through the manufacturer's EPL Website.

   2.2 The Seller DOES propose service fees as defined below.

      2.2.1 Sellers seeking the designation of "Value-added Vendor" MUST propose service fees.

      2.2.2 Sellers proposing as "Mail-order Vendors" MAY propose service fees.

      2.2.3 Mail-order Vendors that do not offer services must submit the service fee spreadsheet showing "Not Available" for each service fee category they do not offer.

3. **The Vendor is required to submit electronic and paper copies of two (2) spreadsheets in support of this Two-Way Radio EPL RFP:**

   3.1 *Vendor Contact Information Sheet*
   [Label file as 3657contacts.xls]

   3.2 *Service Fee*
   [Label file as 3657fees.xls]

3.3 These spreadsheet templates are available for download in Excel at: http://www.its.ms.gov/rfps/3657.shtml .

4. **Official Copy of Proposal**
The information on your media is considered the official copy. The Vendor must include paper copies of the two (2) spreadsheets in the binder (one copy of Vendor Contact Information and one copy of Service Fees.)

5. **Vendor Contact Information**
The Vendor is required to complete and submit the *Vendor Contact Information Sheet* provided in Excel format on the Two Way RFP download page:
http://www.its.ms.gov/rfps/3657.html
Print a paper copy of the spreadsheet for your proposal packet AND include a CD with the electronic file.

6. **Service Fees**

6.1 The Service Fee categories detailed in Section VIII: *EPL Process Specifications* of this RFP must be used.

6.2 All Sellers must submit this spreadsheet. Mail-order Vendors are not required to submit service fees and should show individual fees as "Not Available" if not being proposed.

6.3 Do not show the service rates as "Included." Vendor may show the Travel Rate as "Included."

Company Name:		
Service Fee	**Rate**	**Specify** if there is a **COST,** if the fee is **INCLUDED,** or if the fee is **Not applicable (N/A)**
Hourly Rate for basic installation services	$	
Hourly Rate for project manager/engineer/advanced technician	$	
Hourly Rate for travel	$	

SECTION XI
MANUFACTURER INFORMATION SUBMISSION

1. **Directions**

Respond to Section XI only if you are a manufacturer sponsoring a Reseller Group. All manufacturers sponsoring a Reseller Group must complete this Section XI. If you are a manufacturer ONLY sponsoring a Reseller Group and NOT receiving payments directly, Section XI is your only RFP response requirement. If you are a manufacturer also selling directly, a full response to the entire RFP is required. Please refer to the RFP Checklist on page ii for assistance.

1.1 Manufacturer's Name

1.2 State of Incorporation

1.3 Prime Contact person for your Manufacturer Reseller Group.
Provide: Name, telephone, FAX, email, and a mailing address

1.4 Backup Person(s) for your Manufacturer Reseller Group.
Provide: Name, telephone, FAX, and email

1.4.1 In addition to your prime contact, these persons will also receive notifications concerning the EPL throughout the EPL cycle such as update notices, vendor meeting notices, or correspondence concerning your group.

1.5 Contact Person for EPL Website administration.
Provide: Name, telephone, FAX, and email

1.6 Note that the above contact persons are for the EPL Team only. They are not published for customers.

1.7 Is the manufacturer under any bankruptcy proceedings?

2. **Acknowledgement of Manufacturer Requirements**

You must acknowledge below by checking both blanks.

2.1 _____ Yes, our company will participate in Two-Way Radio EPL RFP 3657 by sponsoring a "Reseller Group." We have reviewed the responsibilities in sponsoring a Reseller Group as described in RFP 3657 and agree to its terms and conditions.

2.2 _____ Yes, our company will participate in Two-Way Radio EPL RFP 3657 by creating and maintaining a Manufacturer EPL Website. We have reviewed the responsibilities and requirements regarding the manufacturer's EPL Website as described in RFP 3657 and agree to its terms and conditions.

3. **List of Approved Resellers**

List the approved resellers that will be authorized for your Reseller Group. You must have at least two (2) "Value-added" resellers to form a group but there is no maximum number of Value-added resellers. You may have up to three (3) "Mail-order" resellers. Please list the company name for each reseller. It is not necessary for you to provide the contact person or contact information as each reseller provides this separately to **ITS**.

3.1 List of Reseller Group company names:

3.2 Will the manufacturer also sell directly as part of the Reseller Group? If so, please include the manufacturer name in the group listing in question 3.1 above.

4. **Categories of Products**

The Two-Way Radio EPL scope has a limited number of product categories that may be purchased through this RFP. They are listed in Section IX, *Technical Specifications*. Please check the product categories from RFP 3657 that your company sells and plans to include on your Mississippi EPL Website.

___ Radios
___ Radio Accessories

5. **Pricing**

You must answer the following question regarding the proposed pricing for your website and Reseller Group. Note that it is <u>not</u> acceptable for the manufacturer to propose retail price in their submission with the supposition that the reseller will discount the price at time of quotation. It is expected that the manufacturer propose a discounted cost based upon a quantity of one. The reseller could further discount the price at the time of quotation, in particular in the case of a quantity discount. The information provided by the manufacturer in response to this question will not be published but may be used during the **ITS** evaluation and also used to ensure the State is receiving proper discounts during the update process throughout the RFP cycle. The products and pricing proposed by a manufacturer on behalf of named Value-added resellers still must go through a cost evaluation and specification evaluation.

5.1 Does the manufacturer maintain a "List" price list or "MSRP" or similar designation price list? If yes, please explain and provide an electronic copy if available or a URL to a website where the price list may be accessed.

5.2 Does the manufacturer have a GSA schedule or price list? If yes, please explain and provide an electronic copy if available or a URL to a website where the price list may be accessed.

5.3 Does the manufacturer maintain some other price list that can be used as a "benchmark" by the State? If yes, please explain and provide an electronic copy if available or a URL to a website where the price list may be accessed.

5.4 Explain the cost basis used by the manufacturer to propose pricing on behalf of the named resellers for Two-Way Radio EPL 3657. This explanation might include reference to a standard manufacturer price list or GSA schedule, for example, and the percentage discount off of list being used in your proposal.

5.5 What method will be used to calculate the pricing throughout the contract period?

6. **Website URL**

6.1 **ITS** will contact your company after the proposal opening date and provide you with a check list for your website and begin working with the contacts above for website approval. If you already have a test URL of a website for **ITS**, please provide it here.

6.2 The **ITS** EPL Team will work with each manufacturer to ensure that their website meets the RFP requirements. Those manufacturers who already have a website prototype ready at the RFP opening date will be given priority in processing.

Original signature of authorized company representative required below.

Name of Company	Date
Authorized Signature	Title
Typed or Printed Name	

Return this form with original signature as your Manufacturer response to RFP 3657. All responses received by **ITS** no later than April 5, 2011, 3:00 p.m. will be processed with the initial RFP 3657 evaluation for award by May 1, 2011. Manufacturer responses received after April 5, 2011, will be processed by **ITS** as time permits. FAX or E-Mail is NOT acceptable.

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AMEND#2.4

SECTION XII
MARKETING REPORT

1. **Overview**

Vendors whose products are placed on the EPL MUST maintain a record of Two Way Radio EPL sales to be reported to **ITS** on an annual basis. RFP 3657 has a primary term of three (3) years. Marketing Reports are due fifteen (15) days after the end of years one, two and three. Should this EPL be extended for an additional period of time, a record of Two Way Radio EPL sales must also be reported for the extension period.

Vendors that participated in the last Two-Way Radio EPL cycle MUST submit a current marketing report with your RFP response for this Two-Way Radio EPL cycle. If you had no sales from this list, then please state that there were no sales.

2. **Report Format**

The Reporting Format is simplified with reporting of sales under Two-Way Radio EPL RFP 3657. Vendors must report the following information in an electronic format in Excel. If Vendor does not have access to Microsoft Excel then Lotus 1-2-3 may be used.

2.1 Date

2.2 Client Name

2.3 Description of items sold. Hardware and services <u>must</u> be separate line items.

2.4 Cost

3. Provide sales information in a format similar to the following example. Vendor must provide a grand total.

Date	Client Name	Description	Total
05/06/11	MDOT	10 Motorola XX999 Mobile Radio	$15,517
		10 Decibel Glass Mount Antennas	$454
		Installation	$100
06/02/11	Bureau of Narcotics	7 M/A-COM Handheld Radios	$1,302
06/14/11	MSU	5 Kenwood 999XX Base Stations	$8,620
		50’ of ½” Andrew Coaxial Cable	$300
07/11/11	Madison County Schools	7 Vertex Standard X99X Duplexers	$2,120
10/22/11	Harrison County Schools	4 Pyramid XYZ Software w/installation & programming	$5,620
Grand Total			**$34,033**

4. **No Sales**

If there were no sales during a reporting period, the Vendor must submit a Marketing Report showing "No Sales."

5. Failure to provide this sales information will be cause for disqualification from evaluation in the next Two-Way Radio EPL cycle.

6. **ITS** reserves the right to request more detailed sales information on an individual basis.

7. **ITS** will compile the individual reports into a Summary Marketing Report. The Summary Marketing Report will not show individual client names, only summary sales from each Vendor. The Summary Marketing Report will become the property of **ITS** with the right to publish, reproduce or distribute without notification. Vendor's submission of a response to this RFP will constitute acceptance of this policy. Vendors may request a copy of this report under the **ITS** Open Records Procedure.

8. Any requests other than the Summary Marketing Report for copies of an individual Vendor's marketing report or any other information that is part of the Vendor's proposal will fall under **ITS** open records policy as defined in the **ITS** Procurement Handbook.

9. Marketing Reports for sales under previous Two-Way Radio EPL 3485 from May 2010 – April 30, 2011 must be submitted in an electronic spreadsheet as described in items 2 and 3 above. Due date for Sales Report under 3485 is May 16, 2011.

10. For Reseller Groups, the entity required to submit the marketing report would be the one receiving payments. If the manufacturer is receiving the payment, the manufacturer must track the sales and submit the marketing report at the end of the Two-Way Radio EPL cycle. But if the reseller receives the payment, then each named reseller is required to submit this report.

11. The **ITS** staff places a high value on this historical information. We acknowledge the effort entailed in compiling this information and offer our appreciation in advance.

SECTION XIII
REFERENCES

Please return the following Reference Forms, and if applicable, Subcontractor Reference Forms.

1. **References**

1.1 The Vendor must provide at least five(5) references consisting of Vendor accounts that the State may contact. Required information includes name, address, telephone number, and length of time the account has been a reference. Forms for providing reference information are included on the next page. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession. Failure to provide this information in the manner described may subject the Vendor's proposal to being rated unfavorably relative to these criteria or disqualified altogether at the State's sole discretion.

1.2 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:

1.2.1 The reference installation must be similar in function and size to the agency/institution for which this RFP is issued;

1.2.2 The reference installation product/service must be configured similarly or identically to this RFP; and

1.2.3 The reference installation must have been operational for at least one (1) year.

1.2.4 Additional reference requirements:

1.2.4.1 Vendors seeking "Value-added" status must include Mississippi references. If there are no Mississippi references then Vendor may submit those that are within the 200 miles Value-added area.

2. **Subcontractors**

The Vendor's proposal must identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work, and three(3) references for whom the subcontractor has performed work that the State may contact. Forms for providing subcontractor information and references are included at the end of this section. The Vendor must note that the same requirements found in the References section apply to subcontractors.

REFERENCE FORM

Complete five (5) Reference Forms.

Contact Name:
Company Name:
Address:
Phone #:
E-Mail:
Project Start Date:
Project End Date:

Description of product/services/project, including start and end dates:

SUBCONTRACTOR REFERENCE FORM

Complete a separate form for each subcontractor proposed.

Contact Name:
Company name:
Address:
Phone #:
E-Mail:

Scope of services/products to be provided by subcontractor:

Complete three(3)Reference Forms for each Subcontractor.

Contact Name:
Company name:
Address:
Phone #:
E-Mail:
Description of product/services/project, including start and end dates:

EXHIBIT A
STANDARD CONTRACT

There is not a standard contract attached to this RFP. It is the intent of **ITS** that the terms and conditions of this RFP provide the contractual basis for purchases made from the Express Products List, and that additional contracts among **ITS**, the Vendor or the EPL customer will not prove necessary. Should there be a need for an additional contract to define a particular project, it would be negotiated on a project-by-project basis.