

## RFP Questions and Clarifications Memorandum

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**To:** Vendors Responding to RFP Number 3820 for the Mississippi Department of Information Technology Services (ITS)

**From:** Craig P. Orgeron, Ph.D. *end*

**Date:** January 12, 2016

**Subject:** Responses to Questions Submitted and Clarifications to Specifications

**Contact Name:** Paula Conn

**Contact Phone Number:** 601-432-8042

**Contact E-mail Address:** Paula.Conn@its.ms.gov

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RFP Number 3820 is hereby amended as follows:

1. Section VII Technical Specifications, Item 7.6.4 is being modified to read:

7.6.4 After the trial period, the Vendor may bill the contract price for devices that are retained (other than the basic phone to be included with the package, see item ~~7.4.6-10~~ 7.4.10).

The following questions were submitted to ITS and are being presented as they were submitted, except to remove any reference to a specific vendor. This information should assist you in formulating your response.

**Question 1:** Can we get an approximate breakdown of the 15,595 lines that were in use in FY15? Please estimate the totals in the following categories:

- a) Smart phones
- b) Basic phones
- c) Air cards/MIFIs/Tablets/Modems
- d) Machine to machine (other data connected devices)

**Response:** Note that the numbers below are based on information provided by the current Vendor. As stated in the RFP, these are State subscribers only and do not reflect governing authorities or devices included as part of an exception to the Master Cellular Agreement.

- a) Smart phones—9,800
  - b) Basic phones—3,023
  - c) Air cards/MIFIs/Tablets/Modems—2,772
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d) **Machine to machine (other data connected devices)—may be included in c) above.**

**Question 2:** Section VII, 7.6.4 – The RFP indicates the following: “After the trial period, the Vendor may bill the contract price for devices that are retained (other than the basic phone to be included with the package, see item 7.4.6.10).” There is no item 7.4.6.10. Please clarify to which item ITS is referring.

**Response:** **ITS strives to review and correct any number references that may change due to additions or deletions within an RFP. We apologize for not catching this change. Please refer to Item 1 above.**

**Question 3:** Section VII, 13.10 – The RFP indicates the following regarding Fraudulent Calls: “Other parameters such as excessive length of calls may be established after award.” Please clarify this parameter.

**Response:** **This particular parameter is an example but specifically means that if the call length appears excessive, such as a six hour call or a six hour data connection, we would expect the Vendor to anticipate the usage to be fraudulent. Other parameters for determining a potential fraudulent call may be developed after the award.**

**Question 4:** Section 15, Sales Report – The requirements for the Sales Report and Administrative Fee indicate in some sections that the Administrative Fee would be based on billings, and in other sections indicate that the Administrative Fee would be based on receipts. Please clarify if the Administrative Fee will be based on billings or receipts.

**Response:** **The Administrative Fee will be based on what is billed during the quarter, excluding USF or any fees enacted by the Federal government or the Mississippi legislature. See Section VII, Technical Specifications, Item 14.2 regarding the addition of governmental regulation fees after the award of the agreement.**

**Question 5:** Section IV, 32 – Compliance with Enterprise Security Policy – The RFP indicates the following: “Any solution proposed in response to this RFP must be in compliance with the State of Mississippi’s Enterprise Security Policy.” In reviewing the Enterprise Security Policy, it appears to specifically address agencies and their names/functions. Does the state of Mississippi have an actual set of supplier security requirements?

**Response:** **The Enterprise Security Policy (ESP) does primarily apply to agencies; there is not another policy for suppliers (Vendors). It is incumbent for Vendors to be aware of the ESP so that they do not inadvertently cause agencies to violate the policy.**

**Question 6:** 7.4.6

1. Who is the vendor of your 700MHz LMR?
2. What type of radio consoles have you deployed within the 700MHz LMR system?
3. Do you have an ISSI interface within the 700MHz LMR system?

**Response:** Motorola was the awarded Vendor for the deployment of the Mississippi Wireless Information Network (MSWIN). MSWIN is a P-25 700 MHz LMR public safety communication system. Additional information regarding MSWIN, including the approved radio types, can be found at <http://www.wcc.ms.gov/Pages/home.aspx>.

**Question 7:** 7.4.10.3

1. Does the State currently utilize (or would the State entertain an offer for) services related to returning and recycling/recycling retired or otherwise out-of-service devices?
2. Does the State currently utilize (or would the State entertain an offer for) services related to repairing damaged/inoperable devices, providing 'gold image' devices to end-users (either directly to end-users or thru a State-approved role) from a pool of devices?

**Response:** State agencies must dispose of state-owned equipment through the Mississippi Department of Finance and Administration, Office of Surplus Property. Agencies may, with permission, advertise and bid the disposal of property. Cellular devices, even those that are free, must be inventoried as an asset by the using State agency.

With regard to the second question, during the warranty period the State expects a damaged/inoperable device to be repaired or replaced with a new device, unless it's past the 90 day warranty period. At that point, Vendor may provide a refurbished unit warranted as new (see also response to question 31).

**Question 8:** 7.5.3

1. With regard to email and attachments therein, is it the State's expectation that these controls would be enforced and administered via the "Mobile Device Management" (MDM) capabilities specified in 18.2.9?
2. If yes, does the State intend to use an existing MDM or will the State require a new or expanded capability for MDM?
3. If the State will employ an existing MDM, please specify the name of the provider (e.g. AirWatch, MobileIron, SOTI and similar) and whether the MDM is operated on premise by the State, or hosted and/or administered by a third party?

**Response:** Entities that employ MDM capabilities now will expect to be able to enforce the email and attachments via the MDM. However, not all entities have an MDM. In Item 18.2 we ask Vendors to provide other services available, which includes Mobile Device Management in item 18.2.9. The State does not intend to manage all devices but will leave device management up to the using entities. Entities that currently have MDM capabilities may be open to replacing that system with one proposed.

**Question 9:** 7.5.11.6

1. For each of the specified email capabilities (e.g. Lotus Notes, Group Wise, Outlook and Office 365) can the State provide the version level,

- approximate number of users, as well as any 'end of life' or pending 'sunsets' of these email platforms?
2. Does the State intend to eventually standardize on a single email platform? IF yes, can you specify?
  3. Via the Mobile Device Management capabilities, mobile users can be provided a separate, highly secure email client for official email, meaning the native client on the device is NOT employed for State email. This capability improves data loss protection. Does the State desire to employ this capability, even if not uniformly throughout the State, and can you specify which email platforms listed in 7.5.11.6 might require the use of a separate email client?

**Response:** It is impossible to provide the information requested in your first question. Keep in mind that in excess of 100 State agencies, 150+ school districts, municipalities, and other governing authorities use the cellular agreement. The using entity determines the e-mail platform in use.

The State has not standardized on a single e-mail platform, per se. However, the State does have a contract with a Vendor to assist entities in moving to Microsoft Office 365. Many entities have taken advantage of the agreement but we are unable to provide you a number that have completed the migration.

The State would be interested in a separate, highly secure e-mail client so that the native client on the device is not employed for State e-mail. However, because we are not aware of how many or which entities would want to take advantage of such an e-mail client, we cannot tell you which of the e-mail platforms listed in Item 7.5.11.6 may require the use of a separate e-mail client.

- Question 10:** 7.5.10 The requested capability requires Mobile Device Management to be in place.
1. Is it the State's expectation that these controls would be enforced and administered via the "Mobile Device Management" (MDM) capabilities specified in 18.2.9?
  2. If yes, does the State intend to use an existing MDM or will the State require a new or expanded capability for MDM?
  3. If the State will employ an existing MDM, please specify the name of the provider (e.g. AirWatch, MobileIron, SOTI and similar) and whether the MDM is operated on premise by the State, or hosted and/or administered by a third party?

**Response:** The State currently has the ability to block several of these items without the use of MDM capabilities. If the Vendor requires MDM capabilities to provide blocking of the Items in 7.5.10, Vendor must so indicate and include a cost. The Vendor's other option is to take exception to these items, understanding there is a risk in doing so.

**Question 11:** 9.5

1. Does the State currently utilize (or would the State entertain an offer for) Tier 1 services in support of your state-liability (i.e. State-issued and owned) mobile devices?
2. What level of support does the State require or request for its mobile devices and users? For instance nine hours a day, five days a week, or 24X7X365? Please specify the State's requirements and preferences.

**Response:** The State does currently utilize Tier 1 services; generally we would expect these services to be available during normal business hours for general users. However, in those areas where service is critical, we would expect service to be available 24x7x365. Critical areas include but are not limited to the Mississippi Department of Public Safety, Mississippi Emergency Management Agency, local law enforcement, Office of the Governor, and the University of Mississippi Medical Center.

**Question 12:** 18.2.6 BYOD

1. Does the State or individual agencies currently permit "BYOD" and for what types of access? In other words – is it just email, or email and intranet and applications? Please specify your current and future permitted access for BYOD users.
2. Can you provide an estimate of the number of BYOD devices and/or users? And how do you expect this number to change (up/down)
3. Is it the State's expectation that BYOD users' devices will have the State's MDM installed and active on their devices?

**Response:** Yes, several individual agencies and governing authorities permit "BYOD". We cannot speak to each individual agency or governing authority, but we anticipate that there is a variety of access, just e-mail, e-mail and intranet, or e-mail, intranet, and applications. As with e-mail platforms, it is not possible to provide the number of BYOD devices and/or users. The State does not plan on implementing statewide MDM capabilities. It will be up to the using entities.

**Question 13:** 18.2.9 Mobile Device Management (MDM)

1. Does the State intend to use an existing MDM or will the State require a new or expanded capability for MDM?
2. If the State will employ an existing MDM, please specify the name of the provider (e.g. AirWatch, MobileIron, SOTI and similar) and whether the MDM is operated on premise by the State, or hosted and/or administered by a third party?
3. If MDM is already in use, can you specify the number of enrolled devices (MDM licenses active)?
4. Does the State currently utilize (or would the State entertain an offer for) remote administration services for its mobile users, meaning does the State, or might the State use a third party to administer the MDM policies and devices on behalf of the State, to potentially reduce operating costs and free State employees for other tasks?
5. Does the State currently utilize (or would the State entertain an offer for) file storage and synchronization capabilities for its connected devices – both State-issued and BYOD? In other words, does or would the State employ mobile content management capabilities of an MDM (such as

- Docs at Work for MobileIron or Content Locker for AirWatch) or a third party like Box?
6. Does the State currently utilize (or would the State entertain an offer for) management of emerging Win-10 platform devices via the State's MDM platform?
  7. What level of Tier 2 support does the State require or prefer for MDM operation and administration – specifically, normal business hours five days a week, or 24X7X365? Does the State require or prefer a dedicated technical resource or consultant(s) be assigned to the State account for MDM?
  8. Does the State currently utilize (or would the State entertain an offer for) cloud-based operations of its MDM? If yes, does the State or its agencies require or prefer dedicated instances in 'the cloud', or is highly secure multi-tenancy an acceptable model?
  9. If the State or its Agencies prefers or requires an on-premise model for MDM, does the State require so-called "high-availability" designs for MDM?
  10. Does the State currently utilize (or would the State entertain an offer for) perpetual or monthly recurring/subscription pricing for MDM and related licenses and services?

**Response:** First, it is not the intent of the State to have a statewide MDM. Each agency or governing authority must decide whether an MDM will offer benefit to managing its cellular devices and services. We know that there are instances of MDM within State government, but we are not aware of how many instances, the product used, or how many devices are enrolled. Generally, each agency or governing authority will manage its own devices and as such will not be looking for a third party to do so. However, Vendors may propose an option for a third party to manage the devices, to accommodate entities that may wish to use a third party. Our intent with including the items at such a high level is for Vendors to propose what Vendors have available. We view these as add-on items (NOT value add items) and want to consider what Vendors have to offer. Therefore, propose what you have available at the best price you have available so that we may take each service in item 18.2 into consideration. The State may select some, all, or none of the proposed items in Item 18.2 (see also Item 18.1).

**Question 14:** 7.2

It is the State's preference to have statewide coverage via a multi-vendor award. However, the State reserves the right to make a single award, if deemed in the best interest of the State.

Clarification: Please clarify whether the State intends to have a primary vendor with secondary vendors in the event the primary vendor is unable to provide the services desired, or if it is the State's intent for there to be multiple vendors from which customers choose without preference.

**Response:** The State will make the determination during the evaluation process based on what is believed to be in the best interest of the State.

**Question 15: 7.2.1.1**

Proposing Vendors must acknowledge the evolving nature of FirstNet, along with the possibility of overlaps in the scope of this RFP No. 3820.

Clarification: Please provide details on the FirstNet network and any other proprietary networks (i.e. LMR, etc.) that are managed by the state or local agencies – such as frequencies, primary technology provider, desired interconnectivity, or primary purpose of the networks, etc. Please clarify the issues with any overlaps between a Vendor's network and the FirstNet network.

**Response:** The Middle Class Tax Relief and Job Creation Act of 2012 created the First Responder Network Authority (FirstNet) as an independent authority within National Telecommunications and Information Administration (NTIA) to provide emergency responders with the first nationwide, high-speed, broadband network dedicated to public safety. We strongly recommend that Vendors read the wealth of information provided on the FirstNet website at <http://firstnet.gov/>. The State does not know that there will be overlap, particularly in the short term, but with the long term intent of the resulting agreement(s), we want Vendors to be aware that some first respondent entities, including the Mississippi Department of Public Safety, could be required to depart the State's cellular plan to utilize a system resulting from FirstNet's efforts per the charge from Congress.

**Question 16: 7.2.5.2**

Vendors should include the degree of coverage (as a percentage) a subscriber can expect in an area. Vendors should provide the average dBu contours.

Clarification: dBu contours are subjective by Vendor. What coverage level threshold is the State requesting when illustrated on coverage maps?

Clarification: In what format should the percentage be shown? For example, by each county? By each voice/data type?

**Response:** The request in Item 7.2.5.2 replaced a previous request regarding the signal strength (number of bars) a device could expect to receive. The State believes that asking for the number of bars you can expect to receive on a device does not take into consideration true coverage for an area. Factors affecting coverage obviously include building construction, external obstructions, and number of towers in an area. We would like to see the percentage by county as well as by each voice/data type. Since dBu contours are subjective by Vendor, Vendor should state the threshold used to provide the coverage maps.

**Question 17: 7.4.7.1**

There will be no roaming charges.

Clarification: Does this statement apply only to roaming within the United States? Furthermore, this Section of the RFP is broader than that set forth in Section 6.10 of the Standard Contract attached as Exhibit A to the RFP – “there shall be no roaming charges within the State of Mississippi.” What is the exact geographic area to which the State is requesting that no roaming charges apply?

**Response:** It is the State’s intention that there be no roaming charges regardless of location within the United States. If this cannot be accomplished, Vendor must take exception to this item and provide appropriate information to detail when roaming charges may apply. Cost must be included in the exception as well as in the Cost Summary found in Section VIII.

**Question 18:** 7.4.10

Vendors must provide at no additional cost a new phone for each cellular number activated on the State’s cellular plan. (If a PTT standalone plan is elected, vendor must provide at no additional cost a new basic PTT phone.) Remanufactured hardware will not be accepted.

Clarification: Vendor describes activation as the initial establishment of a mobile number issued by Vendor or a ported mobile number from another carrier. Please confirm the State’s understanding of “Activation”.

**Response:** The State’s understanding of “Activation” is the same as the Vendor’s, whether a phone device or a data only device as detailed in RFP No. 3820.

**Question 19:** 7.4.14

The following features/services must be included regardless of the phone or plan selected:

7.4.14.5 Internal Directory

Clarification: Please define what the State’s intent is for Internal Directory.

**Response:** The Internal Directory will function much like the directory on a computer and include contact names, e-mail addresses, various telephone numbers, addresses, etc. End-users may utilize the internal directory to look up information regarding a contact or to place a call to or send e-mail to a contact.

**Question 20:** 7.5.5

Vendor must provide static IP addresses for those agencies/entities with applications having that requirement. Any cost with providing static IP addresses must be included in Section VIII, Cost Summary.

Clarification: Are public or private static IP addresses required by the State?

**Response:** Currently public static IP addresses are required.

**Question 21:** 8.1

With item 6, Account Team and Item 16.5, Vendor Web Page Requirements, in mind, Vendor must provide details as to how orders are placed.

Clarification: Is Vendor expected to include printed details within the RFP response on how to order products/services or is this a requirement which must be satisfied if a Vendor is awarded a contract under this RFP?

**Response:** We expect the Vendors to include in the response ordering information, at least at a high level, considering that orders may be placed with a member of the account team or using the Vendor Web Page dedicated for this award.

**Question 22:** 11.5

In those instances where incorrect charges have been added to the customer's invoice, and there is agreement between the customer of record and the Vendor that the charges are incorrect, the Vendor must delete the charges at the customer's request and issue a new invoice or, if agreeable to the customer, credit the customer's account for the next billing cycle.

Clarification: Are there customer system requirements mandating the Vendor to issue a "new invoice" in certain circumstances, or is this at the discretion of each customer? Is this a requirement for both State Agencies and Governing authorities?

**Response:** The new invoice is not a global requirement. However, many State agencies and governing authorities require a new, correct invoice to make payment. Others may elect to "short pay" the invoice by the amount of the incorrect charges.

**Question 23:** 12.3

Data required includes, but is not limited to, the following:

12.3.1 Date

12.3.2 Time

12.3.3 Duration (i.e., minutes or data usage)

12.3.4 Origination Number

12.3.5 Termination Number

12.3.6 Terminating Location (City, State, or City, Country)

12.3.7 Cost

12.3.8 Directory Assistance

- 12.3.9 Text Messaging
- 12.3.10 Multimedia Message
- 12.3.11 Wireless Priority Service (WPS)
- 12.3.12 Phone upgrade
- 12.3.13 Data device charges
- 12.3.14 Monthly charges
- 12.3.15 One time charges such as activation charges
- 12.3.16 Feature charges
- 12.3.17 Fees

Clarification - 12.3.1 – 12.3.17: Please state which items set forth above are to be included in the actual monthly recurring bill.

Clarification: Regarding reporting, is it acceptable to provide two reports - one which includes all Call/Usage Detail and another to list Charge Detail Records? Call/Usage Records would include: Date, Time, Duration, Origination Number, Termination Number, Terminating Location, Cost/Rate, Directory Assistance, Text Messaging, Multimedia Message and WPS. Charge Detail records would include any Phone Upgrade charges, Data Device Charges, Content Downloads, Monthly Charges, Feature Changes, Fees, etc.

**Response:** It is preferable that all items be included in the monthly bill. However, the required information may be provided via a report (or two reports as indicated above) that is mailed under separate cover, sent via e-mail, or accessible via the Vendor Web Page dedicated to government.

**Question 24:** 13.4

Vendor must report any fraudulent or suspicious calling activity to the customer immediately.

Clarification: Will a specific individual be identified within each State Agency or Local Governing Authority for reporting of fraudulent or suspicious calling?

**Response:** Generally, we expect using entities to designate one or two staff members to handle cellular procurements/management. We anticipate these designees being the same people the Vendor will contact regarding any fraudulent or suspicious calling activity. It will up to each using entity to confirm or to provide the names of those that should be contacted.

**Question 25:** 15.2.1

Unless defined differently within the Master Agreement, the Cellular Contract Administrative Fee shall be one percent (1%) of quarterly receipts under the active Master Agreement.

Clarification: Should the Vendor remove fees and surcharges billed to the Customer from the Quarterly Sales Report?

**Response:** **The Administrative Fee will be based on plan cost, usage, cost of a device, etc. Vendors should remove fees and surcharges such as USF from the report.**

**Question 26:** 15.3.2

The Contractor identifies all sales receipts transacted by customers using the Master Cellular Voice and Data Services and Equipment Agreement as the procurement instrument.

Clarification: Please confirm that the Cellular Contract Administration Fee will be assessed against revenues associated with any entity utilizing the Contract (i.e. state agency and governing authorities).

**Response:** **Yes, the Administrative Fee includes State agencies, Institutions of Higher Learning (IHLs), and governing authorities.**

**Question 27:** 15.6.2

The table in Exhibit B shows an example of an acceptable Sales Report.

Clarification: What fields should be displayed for bundled plans (i.e. plans that include voice, data, and SMS as a bundled price) in the Quarterly Sales Report? Are there any additional fields needed; i.e. content, data pass purchases, etc.?

**Response:** **Vendors may add a column to report bundled plans. The Exhibit is provided to give a general idea of information we expect to see. It is not all inclusive.**

**Question 28:** 16.5

Vendor Web Page Requirements

Clarification: What level of security is required for state agencies and local entities using the website?

**Response:** **We expect any State or governing authority end-user to be able to see the plans, pricing, and devices available. Any account management, including ordering/changing of plans and devices, must be limited to authorized users who will use a log-in ID and a password.**

**Question 29:** 16.5.1

Within 30 days of contract award, the Vendor shall design and build a web page accessible via the Internet for the entities using the resulting contract. The page

will be for the use of State agencies and entities authorized to use the resulting agreement. The web page shall be maintained and appropriately updated by the Vendor at no additional cost to the State. The web site will only be designed and activated following consultation and approval by the ITS. The web page shall include but not be limited to the following information:

Clarification: Is it the State's intent that the web page be in working order within 30 days following the contract award even though the effective date of the contract is not until July 1, 2016? Please state whether certain requirements are of higher priority and need to be available on an earlier date.

**Response:** The State desires that the website be fully functional on July 1, 2016, if not sooner. Based on our intended award date of February 18, 2016, Vendors will actually have four and one-half months to have the website fully functional.

**Question 30:** 16.5.3

Vendor shall provide instructions, both pre-recorded and printed, on the use of services.

Clarification: Can you provide clarification on the term "use of services"?

**Response:** This requirement should include any services offered by the Vendor, but as an example, if a user desires information on using voice mail, the user should be able to have printed instructions or should be able to listen to pre-recorded instructions.

**Question 31:** 16.5.5

All equipment must be new and be FCC registered.

Clarification: With the exception of warranty replacements after 90 days, all other equipment will be new and FCC registered. Please confirm this is acceptable to the State.

**Response:** All equipment must be new; after the 90 day warranty period, any equipment provided should be new or may be refurbished if warranted as new. All equipment must be FCC registered.

**Question 32:** 18.2

Vendor should provide other services available through the cellular contract, including but not limited to:

18.2.4 Safe campus initiatives

Clarification: Please elaborate on your requests for Safe Campus Initiatives and your expectations of the selected Vendor(s).

18.2.5 Bring Your Own Device (BYOD)

Clarification: Please elaborate on your requests for BYOD and your expectations of the selected Vendor(s). Is this to manage non-state owned devices?

**Response:** Regarding Item 18.2.4, unfortunately, a couple of our universities have recently experienced situations deemed as “Active Shooter”. The universities have systems to blast text messages, but have at times experienced issues with some, not all, messages being delayed in delivery. The universities generally use companies known as aggregators to deliver these messages. We are not currently aware of any other entities using these services, but as the need for security becomes greater, those services may be employed. Vendors should describe how they interface with these aggregators; which, if any, aggregators they have a relationship; and, any issues that may arise.

Regarding Item 18.2.5, more entities are allowing end-users to bring their own devices, for various reasons. Vendors should elaborate as to how they can enhance BYOD and how they implement BYOD, including any service they provide to “wipe” the device clean should an employee leave employment with the entity. Vendors should note that it is against State law to reimburse a government employee for business use of a personal cellular device.

**Question 33:** Points will be assigned using the following formula:

$$(1 - ((B - A) / A))^n$$

Where:

A = Total lifecycle cost of lowest valid proposal

B = Total lifecycle cost of proposal being scored

n = Maximum number of points allocated to cost for acquisition

Clarification: What is your defined lifecycle?

Clarification: Do you plan to use an “average” price of device types (connected, feature, smart phones) in your lifecycle calculations?

Clarification: How do you plan to take into account any upfront credits or promotions in your lifecycle calculations?

**Response:** Since the contract will be for five years, and that is our general lifecycle time period, we will consider lifecycle to be five years. However, we reserve the right to use a shorter time period if it more practical to do so. Prior to the opening of responses, the State will establish how we plan to determine cost. Generally, we will establish a number of minutes of usage for each voice plan and an amount of data usage for each data plan. We will not use any average pricing but will use the pricing provided by each respondent. We will not take into consideration any upfront credits or promotions as they may not be applicable six months from now. As an

**example, we may establish that we have five users with a voice and data plan. Those users may have a combined usage each month of 5,000 voice minutes and 17GB of data usage. We will select the appropriate plan or plans from each vendor and apply the cost to that scenario. There will be several scenarios as we have using entities with voice plans only and few with data only plans. The cost for all scenarios will be combined to determine the evaluated cost. In their responses, Vendors must clearly state how each proposed plan is applied.**

**Question 34:** Article 4.6 reads:

“Contractor represents and warrants that all of the prices, discounts, terms, warranties and benefits granted by Contractor to the State under this Master Agreement are comparable to or better than the prices, discounts, terms, warranties and benefits that, as of the Effective Date of this Master Agreement, Contractor has extended to any other purchaser of the Products and services. If Contractor should enter into any agreement with another purchaser under which such purchaser is afforded more favorable prices, discounts, terms, warranties and benefits, then Contractor agrees to amend this Master Agreement, retroactively to the Effective Date hereof, so as to extend such favorable prices, discounts, terms, warranties and benefits to the State.”

While Vendor understands the essence of this provision, due to its broad language and the nature of the business it is virtually impossible to administer. Vendor is committed to providing the State with its lowest service plan pricing and equipment pricing during the term of the Master Agreement. Vendor takes exception to the requirement that any improved pricing would be retroactive to the Effective Date of the Master Agreement. Vendor will provide the improved pricing from the same date it provides such pricing to a third party.

Vendor requests that Section 4.6 of the Master Agreement be replaced with the following:

4.6 Contractor represents and warrants that service pricing, equipment pricing, and equipment warranties provided by Contractor to the State under this Master Agreement are equal to or better than those provided to any third party as of the Effective Date of this Master Agreement. If Contractor thereafter provides lower service pricing for the services being purchased by the State, lower equipment pricing for equipment being purchased by the State, or better warranties on equipment being purchased by the State to any third party during the term of the Master Agreement, then Contractor shall immediately extend such lower pricing or extended warranties to the State.

**Response:** **The general intent of this article is to address pricing being offered commercially that is lower than in the resulting State contract. We will NOT attempt to negotiate terms and conditions prior to receiving responses and making an award. If Vendor has an issue with any term or condition in the sample agreement, be advised that you must take exception in your**

**response to RFP No. 3820. If you do not, you cannot later take exception. Please refer to RFP Section V, Proposal Exceptions.**

**Question 35:** Article 31.2 reads:

“The parties understand and agree that this Master Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Contractor. As such, it is understood by the Contractor that copies of this executed Master Agreement may be distributed to the governmental agencies, governing authorities, and educational institutions of the State of Mississippi on an as-needed basis for informational purposes.”

Clarification: Please confirm that the State is not asking the Vendors to waive their rights under the Mississippi Public Records Act by allowing the disclosure of proprietary and/or confidential information that may be attached as an exhibit to the Master Agreement.

**Response:** **Contracts must be available to those parties who will use the contract, including pricing, along with the terms and conditions of the contract. All State contracts by law must be posted to the State’s transparency website. Vendors are strongly encouraged to review Article 37 Transparency in the RFP Exhibit A, Standard Contract attached to RFP No. 3820, paying particular attention to the last statement that reads:**

**“Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Master Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.”**

RFP responses are due January 26, 2016, at 3:00 p.m. (Central Time).

If you have any questions concerning the information above or if we can be of further assistance, please contact Paula Conn at 601-432-8042 or via email at Paula.Conn@its.ms.gov.

cc: ITS Project File Number 42030