

# Memorandum

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**To:** ITS Customers requesting the Two-Way Radio Express Products List (EPL) 3744  
**From:** Craig P. Orgeron, Ph.D.  
**Date:** July 3, 2014 (*Updated May 31, 2019*)  
**Re:** Instructions for Use: Two-Way Radio EPL 3744

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## 1. Introduction

- 1.1. The Two-Way Radio EPL 3744 includes products as well as related installation services for the acquisition of two-way radios, radio accessories, and installation services.
- 1.2. The Two-Way Radio EPL 3744 is the result of a competitive procurement. The Two-Way Radio EPL is a multi-vendor awards that meets Mississippi requirements for legal purchases. Two-Way Radio procurements made in accordance with this Instructions for Use Memorandum meet all Mississippi purchasing laws and requirements.
- 1.3. The Two-Way Radio EPL 3744 uses a manufacturer-sponsored reseller group model. Manufacturers propose product and pricing for two-way radio products/services and name which Sellers may resell their products through the EPL. The manufacturers create a special EPL website to publish their approved price lists. Manufacturers propose products with not-to-exceed pricing on behalf of their resellers.
- 1.4. ITS houses the following information on the Two-Way Radio EPL Interactive website available at <http://www.its.ms.gov/Procurement/Pages/EPLs.aspx>:
  - 1.4.1. A page for each manufacturer, including a link to the manufacturer's EPL website and a list of approved sellers for each manufacturer by product category.
  - 1.4.2. A page for each seller, including seller's contact information, the manufacturers and categories for which they are approved to sell, approved service rates, and "Place Order To" and "Remit To" information.
  - 1.4.3. This "Instructions for Use" memorandum, EPL Minimum Specifications, and the EPL Purchase Agreement.
- 1.5. The Two-Way Radio EPL is governed under Procurement Instruments: Express Products Lists (EPLs) in the ITS Procurement Handbook (Rule 206.2: 011-030). The EPL is not to be confused with state contracts issued by Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management (DFA-OPTFM).

## **2. EPL Effective Dates**

The Two-Way Radio EPL will be valid from the signature date of this memo through June 30, 2021.

## **3. Who May Use**

- 3.1. This EPL may be used by Mississippi agencies, universities, community/junior colleges and governing authorities (cities, counties, school districts, etc.).
- 3.2. Any entity using this EPL must abide by the instructions in this memorandum even if that entity is not under ITS purview.
- 3.3. Local governmental entities are able to use the EPL in lieu of conducting their own procurements, based on MS Code 31-7-13(m)(xi) that allows 'governing authorities' to do so as an exception to the bidding requirements found in Public Purchasing Code.

## **4. Dollar Limitations of Use**

- 4.1. The purchase limit is \$200,000 per project per fiscal year (July – June) for the use of the Two-Way Radio EPL without additional approval from ITS.
- 4.2. Projects costing in excess of \$200,000 are beyond the scope of this delegated process and subject to full ITS review and authorization. Authorization to exceed the EPL dollar limitation is described in the ITS Procurement Handbook under the EPL Planned Purchase process, Rule 207.7: 013-080. Below is the link to the Procurement Handbook.  
<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf>.
- 4.3. For any acquisition that results in an expenditure over \$100,000 in a fiscal year, the customer must also receive written approval from the Mississippi Wireless Communication Commission (WCC).

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

- 5.1. 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. All government entities in the state are under the WCC purview, both state and local.
- 5.2. The WCC has delegated the purchase approval of wireless products where the project lifecycle cost is within certain ranges and has further established an approval process for procurements above these levels.
  - 5.2.1. Lifecycle cost < or = \$100,000; no WCC review required. Normal public purchasing guidelines followed including use of ITS EPLs.
  - 5.2.2. Lifecycle cost > \$100,000 but < \$250,000; requires review and approval of WCC Review Committee. Normal public purchasing guidelines followed including use of ITS EPLs.
  - 5.2.3. Lifecycle cost > \$250,000; requires review and approval of WCC Review Committee AND the Commission. Normal public purchasing guidelines followed.

- 5.3. Two-Way Radio products and services on the Two-Way Radio EPL are under the WCC purview. The WCC has recommended that ITS continue to publish the Two-Way Radio EPL and that customers may continue to use this EPL up to the dollar limitations approved by ITS and the WCC.
- 5.4. For more information on the Wireless Communication Commission, please visit their website at: <http://www.wcc.ms.gov>.
- 5.5. Statewide RFP for Digital Trunked Land Mobile Radio System
  - 5.5.1. As part of the WCC's mission, ITS and the WCC issued RFP 3429 for a statewide Digital Trunked Land Mobile Radio System. In June 2007, the WCC executed a turnkey agreement with Motorola for the implementation of the statewide radio system to be known as the Mississippi Wireless Information Network (MSWIN).
  - 5.5.2. The MSWIN Agreement may be used by any Mississippi public entity for the purchase of subscriber and console units.
  - 5.5.3. The Two-Way Radio EPL will continue to be published for Motorola and non-Motorola MSWIN compatible equipment as well as replacement equipment for existing radio systems. In order to be MSWIN compatible, the equipment being purchased MUST be P-25 Phase 2 TDMA capable.
  - 5.5.4. For more information on using MSWIN, call the WCC at (601) 359-5333 or access the MSWIN Instructions for Use at:  
<http://www.its.ms.gov/Services/Pages/MSWIN-Radio.aspx>.

## **6. Preparing Specifications**

- 6.1. Purchases made using the Two-Way Radio EPL must be based upon competitive and open specifications.
- 6.2. Entities using the Two-Way Radio EPL must have well defined business objectives and technical requirements for the items being purchased. These objectives and requirements will be used to evaluate seller offerings and to determine the lowest and best solution.
- 6.3. Verify the system requirements for your purchase. Describe your existing equipment and software in your solicitation.
- 6.4. Technical Specifications required by ITS are available on the ITS website. Choose the "Minimum Specifications" link on any manufacturer or seller page. Questions regarding specifications should be directed to the seller or manufacturer providing the products. Many of the manufacturer EPL websites include additional product information.

## **7. Solicit Quotations and Evaluate Seller Offerings for Lowest and Best**

- 7.1. Once your technical specifications are developed, solicit quotations from two or more EPL sellers.
- 7.2. When soliciting quotations from EPL sellers, specifications must not name a specific product or manufacturer unless the State or the purchaser has established an agency/institution "manufacturer standard" for the brand name product.
  - 7.2.1. An EPL procurement is not appropriate to establish a brand-name standard.
  - 7.2.2. Guidelines for setting a standard are detailed in the ITS Procurement Handbook under the Setting a Manufacturer Standard, Chapter 019-030. The ITS Procurement Handbook is available at this link:

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf>

- 7.3. It is the customer's responsibility to alert the seller if the customer is using the EPL as the purchasing mechanism. The seller must reference the EPL on any quotation provided.
- 7.4. It is your responsibility to evaluate and choose the products and services that best meet your needs.
- 7.5. EPL customers must evaluate seller proposals and document that they are choosing the products and sellers that meet their "lowest and best" criteria and that proposals are valid for the Two-Way Radio EPL.
  - 7.5.1. Verify that seller offerings meet your technical specifications. Demonstration packages may be available. If you are not familiar with the equipment, ask about this option. Confirm that your existing equipment and software will be compatible with the equipment purchased.
  - 7.5.2. Carefully compare any quotation provided by a seller to what is actually on the manufacturer's EPL website.
  - 7.5.3. Verify that the items proposed are available on the current price list posted on the manufacturer's EPL website.
  - 7.5.4. Verify that pricing proposed is less than or equal to the price posted.
  - 7.5.5. All quotations must adhere to the following:
    - 7.5.5.1. A reference to Two-Way Radio EPL 3744 must be printed on the quotation.
    - 7.5.5.2. All components must be from the same manufacturer.
    - 7.5.5.3. All components on the quotation must be EPL-Items. 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. "Non-EPL Items" should NOT be included in the same quotation as EPL items.
    - 7.5.5.4. All components must be a separate line item and must provide the following:
      - 7.5.5.4.1. Manufacturer's part number,
      - 7.5.5.4.2. Description, and
      - 7.5.5.4.3. Item cost.
  - 7.5.6. Select the lowest cost quotation that meets your technical specifications.
    - 7.5.6.1. Quotations that do not meet your technical specifications may be eliminated from further consideration.
    - 7.5.6.2. Quotations for the same equipment must be identical in terms of configuration and quantities purchased.
    - 7.5.6.3. If the two quotations are identical, you must select the quotation with the lowest cost.
  - 7.5.7. Other considerations in addition to cost and technical merit may be included as part of your evaluation and should be documented. These might include such factors as value-added qualifications, substantiated product quality, compatibility with existing equipment, past performance, references, manufacturer standards based upon a

prior bid, delivery time frame, proximity to the seller's service center, and benefits from acquiring from a single source.

7.5.8. Before making the final determination of lowest and best, consider these best practices:

7.5.8.1. EPL prices are based on a quantity of one. Negotiate for lower pricing when ordering multiples.

7.5.8.2. Manufacturers are providing a not-to-exceed price. EPL prices may be lowered by the seller. Check with the sellers for price changes and quantity discounts.

7.5.8.3. Some sellers and manufacturers offer an additional discount for Education. Check with the sellers and ask for education pricing, if applicable.

## **8. Installation and Support Hourly Rates**

8.1. Installation is available for Two-Way Radio EPL products from all sellers designated as "Value-Added" and is optionally available from some sellers designated as "Mail-Order." Installation rates are shown on each seller's page in the EPL Interactive.

8.2. Hourly Rates for Basic Installation Services and for Project Managers, Engineers, or Advanced Technicians

8.2.1. Sellers propose hourly rates based upon standard business hours of 8x5, Monday – Friday, excluding holidays. Should customers have needs for after-hours services, the seller may optionally charge up to one and one-half (1 ½) times their service rate, provided the seller has supplied a written estimate and advised the customer of the after-hours charge.

8.3. Hourly Rates for Travel

8.3.1. The travel rate is not to be used for warranty work.

8.3.2. The seller must provide a not-to-exceed estimate of any travel before service is ordered and performed. Travel fees that are negotiated between the seller and the customer should include the following considerations:

8.3.2.1. Is the estimate for one-way or two-way travel?

8.3.2.2. Is the estimate per person or per vehicle?

## **9. Extended Warranties**

Many manufacturers offer warranty upgrades enhancing the base warranty required by ITS. These options should be ordered at the time of product purchased through an approved EPL seller. The minimum base warranty required by ITS is described in the Minimum Specifications. For a full warranty description for each product, check the manufacturer's EPL website or with your seller.

## **10. Place Your Order**

10.1. Check the Two-Way Radio EPL Interactive for any changes to the approved lists for manufacturers and sellers.

10.2. Check the manufacturer's EPL website for any product or pricing changes. Manufacturers have the ability under this EPL to add, edit, or delete products from their EPL website at will. Should a manufacturer raise a price on a product or any component or accessory of a product, the manufacturer must honor the lower price for thirty (30) days from the time the

raised price is posted on the website. Similarly, if the customer has obtained an “eQuote” from the manufacturer’s EPL website, that not-to-exceed price is valid for thirty (30) days.

10.3. Place Two-Way Radio EPL orders directly with the approved EPL seller.

10.4. Issue appropriate purchase order(s).

10.4.1. Reference RFP Number 3744 - Two-Way Radio EPL on your purchase order together with the seller’s contract number, which appears on the seller’s information page.

10.4.2. The purchase order and quote should match in terms of items purchased, quantities purchased and total amount.

**11. Mississippi's Accountability System for Government Information and Collaboration (MAGIC)**

11.1. State agency customers are required to purchase through Mississippi's Accountability System for Government Information and Collaboration (MAGIC).

11.1.1. The Contract Number is provided on the Reseller Group's EPL Interactive page. Ex: MAGIC Contract Number – 850000xxxx

11.1.2. The Supplier Number is provided on each Seller's EPL Interactive page. Ex: MAGIC supplier Number – 31000xxxxx

11.2. State agency customers will be required to use NIGP codes when purchasing through Mississippi’s Accountability System for Government Information and Collaboration (MAGIC). The following NIGP codes will be used for products purchased using the Two-Way Radio EPL:

<b>NIGP Code:</b>	<b>Use For:</b>
72689	Two-Way Radio Receivers, Transmitters, Transceivers: Mobile and Base Station (Audio Transfer)
72690	Two-Way Radio Supplies, Parts, and Accessories

11.3. The following must be uploaded to MAGIC for Two-Way Radio EPL purchases as attachments to your Purchase Order:

11.3.1. Quotations from a minimum of two sellers. If evaluation activities result in the elimination of multiple quotations and only one seller quotation remains valid, you must either:

11.3.1.1. Solicit additional quotations, or

11.3.1.2. Attach documentation detailing your evaluation and justifying your selection.

11.3.2. A printout from the manufacturer's EPL website showing the product and pricing of the purchased EPL item(s). If the manufacturer has a "Configurator" that allows the customer to select options for the product, then print out the configuration or the eQuote generated by the configurator. The purchase order must match the product on the approved manufacturer’s EPL.

11.3.3. A copy of this Instructions for Use Memorandum.

11.3.4. If the purchase is related to a project that is a part of the Agency’s IT Plan, a copy of the related planning form from the ITS planning system.

11.3.5. Please note that if MAGIC routes your Purchase Order to ITS for approval, ITS will vet the information provided and may have additional requirements before approving your Purchase Order. Any deviation from this Instructions for Use Memorandum may result in delays in the approval of your purchase. ITS will also vet the items being purchased to ensure that they are within the scope of the EPL. ITS periodically reviews the information on the manufacturer websites to ensure that the price lists remain in scope, however, it is possible that an item listed may be deemed out of scope upon ITS review.

## **12. EPL Audit Integrity**

12.1. 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.

12.2. What Goes in Your Purchase/Audit File?

12.2.1. Make sure you provide adequate documentation that you followed the recommendations and directives in this Instructions for Use Memorandum. At a minimum, include:

12.2.1.1. A copy of the purchase order.

12.2.1.2. The manufacturer's page from the Two-Way Radio Interactive website.

12.2.1.3. The seller's page from the Two-Way Radio Interactive website.

12.2.1.4. A printout from the manufacturer's EPL website showing the product and pricing of the purchased EPL item(s). If the manufacturer has a "Configurator" that allows the customer to select options for the product, then print out the configuration or the eQuote generated by the configurator. ITS will not keep a copy of each manufacturer's price list or website products. These websites may change daily and it is imperative that the customer print and keep a copy of the EPL products being purchased from the manufacturer site at the time of purchase.

12.2.1.5. If the seller has provided the customer with a tailored quote showing quantities or additional discounts, keep this quote in your project file.

12.2.1.6. A copy of all quotes received.

12.2.1.7. A copy of this Instructions for Use Memorandum.

12.2.1.8. If the purchase is related to a project that is a part of the Agency's IT Plan, a copy of the related planning form from the ITS planning system.

12.2.1.9. Any additional project-related documentation or justification.

## **13. Contracts and Additional Considerations**

13.1. The Two-Way Radio EPL has its own contract, the "EPL Master Purchase Agreement", executed by each EPL seller and ITS. A copy of this Agreement is on the Two-Way Radio EPL Interactive website. Should your purchase be large or involve special terms, you may wish to negotiate additional terms specific to your situation with the seller at the time of purchase to address any additional concerns not addressed in the Agreement.

### 13.2. Returning Defective Product to Seller:

- 13.2.1. The Agreement provides in Articles 7.6 and 7.7 for circumstances when the customer may test and evaluate the purchased product to ensure it is not defective and that it performs to the specifications published in the EPL. Please be aware that the Agreement does not provide for “buyer’s remorse,” where the customer may send back a product because the customer has changed his mind or wants something else. The seller often is not allowed to ship a product back to the manufacturer if it is not defective. This is particularly true in case of special orders or configurations.
- 13.2.2. Please review these two articles and work with your seller ahead of time to make sure you are ordering equipment that will fit your needs. If the delivered product is defective, you are protected and may return the product if you notified the seller within the ten (10) working day acceptance period. Although some sellers may be able to work with you on a return for non-defective equipment, this is not an EPL requirement. Some sellers may choose to charge the customer a “re-stocking” fee in order to take back unwanted products. The customer assumes responsibility for all “re-stocking” fees in this instance as a condition for using this EPL.
- 13.3. Shipping costs for a standard delivery are included as part of the product purchase price published on the manufacturer’s EPL website. If the delivery is beyond a standard delivery due to issues such as weight/size or “white glove treatment”, the additional freight/transportation charges may be passed along to the customer and should be line-itemed on the seller’s quotation.

## **14. American Recovery and Reinvestment Act (ARRA) of 2009**

- 14.1. To the best of our knowledge, the EPLs are valid purchase instruments for the use of ARRA funds.
- 14.2. We recommend that customers using these instruments for purchases using ARRA funds obtain written quotations from multiple EPL sellers, that the request for quotations state that ARRA funds will be used for the purchase, and that all quotations be maintained in the purchase file.
- 14.3. ITS EPLs are established based on sealed proposals submitted by vendors in response to RFPs advertised in accordance with all state statutory requirements for legal procurements of IT products. The EPL RFPs were advertised both in a newspaper with statewide circulation and on the Mississippi Development Authority (MDA) Mississippi Procurement Technical Assistance Program website. Advertisements exceeded the minimum timeframes required for ARRA purchases. Proposals received in response to these RFPs were evaluated, validated, and published for the use of any public entity in the state in accordance with the Instructions for Use published by ITS.
- 14.4. Each seller’s entry in the Two-Way Radio EPL Interactive has a field labeled “ARRA Participant” with either a “YES” or “NO” designation.
  - 14.4.1. The ARRA “YES” designation connotes that the seller has agreed to work with EPL customers to fulfill purchases that are funded by ARRA. These sellers have signed the EPL Purchase Agreement - ARRA, which includes certain terms and conditions pertaining specifically to ARRA purchases.
  - 14.4.2. Any seller with a “NO” designation has not agreed to participate in the ARRA program. These sellers have signed the EPL Purchase Agreement - Non-ARRA.

## **15. To Report Problems or Request Assistance**

15.1. If you have any feedback that may help us to improve this process or if you have any problems with your EPL order, please let ITS know. We suggest you notify the seller of the problem in writing and send a copy to ITS. You may contact us in writing by one of the following ways:

15.1.1. e-mail: [isshelp@its.ms.gov](mailto:isshelp@its.ms.gov)

15.1.2. FAX : (601) 713-6380

15.1.3. Mail: ITS, 3771 Eastwood Drive, Jackson, MS 39211

15.2. If you have questions about using the EPL, please contact the Procurement Help Desk at (601) 432-8166 or [isshelp@its.ms.gov](mailto:isshelp@its.ms.gov).

15.3. ITS is also available to host a “mini-class” on how to use our EPLs at a customer’s request. Please contact the Procurement Help Desk if interested.

**Copies of this document are available on the Internet at:**

<http://www.its.ms.gov/Procurement/Pages/EPLs.aspx>

cc: ITS Project File Numbers 40729 and 45113