

## RFP Questions and Clarifications Memorandum

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**To:** Vendors Responding to RFP Number 3760 for the Mississippi Department of Information Technology Services (ITS)

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

**Date:** June 5, 2014

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

**Contact Name:** Kenny Wilson

**Contact Phone Number:** 601-432-8218

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RFP Number 3760 is hereby amended as follows:

1. Title page, INVITATION is modified as follows:

**INVITATION:** Sealed proposals, subject to the attached conditions, will be received at this office until June 12, 2014 ~~June 11, 2014~~ @ 3:00 p.m. local time for the acquisition of the products/services described below for the Mississippi Department of Information Technology Services.

2. Title page, third box is modified as follows:

<p style="text-align: center;"><b>PROPOSAL, SUBMITTED IN RESPONSE TO RFP NO. 3760 DUE <u>June 12, 2014</u> <del>June 11, 2014</del> @ 3:00 p.m., ATTENTION: Kenny Wilson or Tina O'Neal</b></p>
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3. *ITS Response Checklist*, the opening statement is being modified to read:

RFP Response Checklist: These items should be included in your response to RFP No. 3760. The *ITS RFP Response Checklist* details what each Vendor must include in their response.

4. *ITS Response Checklist*, the first item is being modified to read:

- \_\_\_\_\_ 1) Binder containing original response (RFP 3760 not RFP 3658)

5. **Section II: Proposal Submission Requirements**, the opening statement is being modified to read:

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. **All parties, manufacturers and sellers, must submit a response to the RFP.**

6. **Section II: Proposal Submission Requirements**, Item 10 is being modified to read:

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*.

**The manufacturer group will be eligible for activation once all three (3) components of the response are valid: RFP response, website, and price list. Manufacturers are not required to have the website and price list ready at the time of proposal submission.**

7. **Section VII: Express Products List Overview**, Item 1.5 is being modified to read:

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 pricing. **Leasing is not an option under this EPL.**

8. **Section VIII: IT Hardware Processes**, Item 1.1 is being modified to read:

Beginning with Item 2.1 of this section, label and respond to each outline point in this section as it is labeled in the RFP. **If an item or sub-item contains information you must respond to that point with 'Acknowledge, Will Comply or Agreed'. Responding to the header item does not satisfy the requirement of a point-by-point response to 'all items and sub-items', ex. you must respond, individually, to Item 7.4 and sub-Items 7.4.1 and 7.4.2.**

9. **Section VIII: IT Hardware Processes**, Item 3 *Project Schedule* is amended as follows:

Task	Date
First Advertisement Date for RFP	5/13/2014
Second Advertisement Date for RFP	5/20/2014
Deadline for Vendor's Written Questions	3:00 p.m. Central Time on 5/28/2014
Deadline for Questions Answered and Posted to ITS Website	<b>6/5/2014</b> 6/4/2014

Open Proposals	3:00 p.m. Central Time on <del>6/12/2014</del> 6/11/2014
Evaluation of Proposals and Manufacturer Websites	<del>6/12/2014</del> 6/11/2014 6/30/2014
EPL Approval Notifications Sent to Vendors (tentative)	6/30/2014
IT Hardware EPL 3760 Publish Date (tentative)	7/1/2014
Proposals for new Reseller Groups may be submitted at any time within the noted range. Responses will be processed by ITS as time permits.	After initial opening through 4/1/2017 or until replacement RFP is released
Proposal for new Sellers may be submitted by 3:00 p.m. Central Time at these 6-month update periods	12/4/2014 6/4/2015 12/3/2015 6/2/2016 12/1/2016
IT Hardware EPL 3760 Expiration Date	6/30/2017

10. **Section VIII: IT Hardware Processes, add the following as Item 9.3.3:** Legacy video-conferencing systems are the exception. We will allow manufacturers to propose a percentage of their fees to cover legacy video-conferencing systems.

Vendors must include in their proposal a response to each amended requirement as listed above. Vendors must respond using the same terminology as provided in the original requirements.

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:** Section II, Proposal Submission Requirements: If a reseller wants to be part of the EPL, what needs be done on the manufacturer's end to make that happen?

**Response:** **The reseller needs to respond to the RFP. Then, the manufacturer will need to list the reseller in the manufacturer's response. The manufacturer can send the reseller an e-mail that the reseller can include in his response. The e-mail needs to tell the reseller that he will be listed as part of the named manufacturer's group. No formal agreement between the two is needed. Refer to the ITS RFP Proposal Checklist and Section II: Proposal Submission Requirements.**

**Question 2:** Section VIII, IT Hardware Processes, Item 12: "All pricing proposals must include basic freight charges, FOB Destination. In determining the EPL price, take shipping charges into consideration. Shipping is addressed in more detail within Section IX: Technical Specifications." Does this mean that we, the manufacturer, should add shipping charges for every item to our EPL price list? Or, is this something that is meant for the sellers on a case-by-case basis?

**Response:** Since pricing is provided by the manufacturer, the manufacturer must include basic freight. Refer to Section VIII, Item 12.8.

**Question 3:** Throughout the RFP:

In this RFP, it references Manufacturers, Vendors, and Resellers. Manufacturers and Resellers are self-explanatory. Who would be considered the Vendors?

**Response:** Both are considered Vendors.

**Question 4:** Section VIII, IT Hardware Processes, Item 9:

This RFP seems to use Warranty, Service and Maintenance interchangeably. As a manufacturer, warranty is specific to a limited time guaranteed for a product or software. Maintenance/service is a term contract after the warranty period has expired. Section VIII, 9.3 indicates this EPL is not a services RFP nor may any of these service fees (referenced in 9.1 and 9.2) be used for warranty/maintenance work. Please confirm it is the intent of EPL 3760 **not** to include maintenance/service as previously provided in the current EPL.

**Response:** You are correct. Service fees are quoted during the initial quote. Manufacturers are encouraged to provide SKUs. The intent of the EPL is not to provide for the purchase of ongoing maintenance after the initial or upgraded initial warranty period.

Legacy video-conferencing systems are the exception. We will allow manufacturers to propose a percentage of their fees to cover legacy video-conferencing systems.

**Question 5:** Section VIII, IT Hardware Processes, Item 9:

Can you confirm the definition of extended warranties in this clause? From a manufacturer's perspective an extended warranty implies a maintenance contract for an additional period after the warranty period expires.

**Response:** Refer to Item 9.4 of *Section VIII: IT Hardware Processes*. The definition expressed in this RFP is not the same as a maintenance contract for an additional period after the initial warranty expires. The intent of this RFP is to offer the customer the opportunity to buy an upgraded warranty at the time of initial purchase.

**Question 6:** Section VIII, IT Hardware Processes:

By referencing both manufacturers and sellers is the intent to allow Vendor Groups to offer their own maintenance/service in addition to those typically offered by the Manufacturer? In the current EPL only the manufacturer's maintenance/services are offered by the manufacturer.

**Response:** No. Sellers are still quoting manufacturer's SKUs.

**Question 7:** ITS RFP Response Checklist:  
As the manufacturer sponsoring a reseller group do you want us to complete 3760 Contact and 3760 Fees or just sections VIII and XI?

**Response:** **Only sellers complete the spreadsheet files. Refer to *ITS RFP Response Checklist* for manufacturer and seller submission responsibilities.**

**Question 8:** Section XII, Marketing/Sales Report, Item 3:  
Do the resellers complete the required reports and submit the required 1% fee?

**Response:** **Yes. Refer to Section XII, Item 3.3.**

**Question 9:** ITS RFP Response Checklist:  
Would you be able to provide information/steps as to what it takes for a manufacturer to be included on this procurement list?

**Response:** **Refer to *ITS RFP Response Checklist* of the RFP. The checklist indicates what items are to be submitted if you want to submit only as a manufacturer, only as a seller and the note at the bottom of page 2 indicates if you are submitting as both.**

**Question 10:** Section VIII, IT Hardware Processes, Item 5:  
Do we have to include the confirmation of registration with our bid?

**Response:** **No, but you are required to give the registration number. Refer to Item 5.3.5.**

**Question 11:** Section II, Proposal Submission Requirements, Item 9:  
Do I need to submit a binder again, or can the information be e-mailed?

**Response:** **This is a new RFP. All responses must be received in hardcopy format. Refer to Section II, Item 9.1.**

**Question 12:** Section VIII, IT Hardware Processes:  
Also, our understanding from the checklist is to include Section VIII. However, the instructions within this section are unclear. The statement in 1.7 "Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification" is confusing. Please confirm that we need to respond with Acknowledgement/Comply statements for subsection 2.1 through 2.6 only within Section VIII and that the remaining subsections 3 through 18 are for informational purposes and do not need to be included in our response.

**Response:** **All items and sub-items 2.1 – 18.6 in Section VIII must have a response of 'Acknowledge, Will Comply or Agreed'. Per Item 1.2 of Section VIII, responding to each outline point confirms to the State that the vendor has read and understands each point.**

**Regarding Item 1.7 of Section VIII, if there is an item that requires a response other than 'Acknowledge, Will Comply or Agreed', the vendor is required to provide the detailed information the item requests.**

**Question 13:** Section XII, Marketing/Sales Report:

Section XII (Marketing/Sales Report) states that sellers are required to provide a quarterly sales report and pay a 1% EPL administrative fee. Will ITS allow manufacturer to submit the quarterly report and pay the 1% EPL administrative fee on behalf of their resellers?"

**Response: No.**

**Question 14:** ITS RFP Response Checklist:

As a manufacturer sponsoring a reseller group will respond to the Manufacturer Only section (page 2) numbers 1 -4?

The resellers that we list as part of the reseller group would each be required to respond to the Seller Only section (page 2) numbers 1 -11?

**Response: Yes. This is correct.**

**Question 15:** Section IX, Technical Specifications, Opening Paragraph: Is this part of the RFP something that we (reseller) respond too or the manufacturer? It appears that the response should be a sign off on the spec's within the section in their respective sections. How do we give response to this particular Section IX?

**Response: All Vendors must understand the scope of products offered by the manufacturer. Manufacturers have a global signoff in *Section XI: Manufacturer Information Submission*. Sellers also have a global signoff in *Section XIII: Seller Information Submission*.**

**Question 16:** Section XII, Marketing/Sales Report, Item 1:

Is the marketing/sales report and payment of the 1% administrative fee be the responsibility of the manufacturer (with the manufacturer collecting the sales information from each reseller) or is that the responsibility of each reseller and submitted by each individual reseller?

**Response: The EPL administrative fee is the responsibility of the Seller. Refer to Item 1.4.**

**Question 17:** Section VIII, IT Hardware Processes, Project Schedule:

Will the State of Mississippi Department of Information Technology Services consider extending the deadline 7 business days to allow vendors more time to prepare responses?

**Response:** The proposal opening date has been extended to June 12, 2014 at 3:00 p.m. Central Time. There are additional dates listed within the project schedule when new proposals will be accepted after initial opening.

**Question 18:** Section II, Proposal Submission Requirements, Item 9:

Our understanding of the instructions for Manufacturer Only is to FEDEX one tabbed binder (hard copy) with original authorized signature. Is this correct?

**Response:** This is correct. Refer to the *ITS RFP Response Checklist* under *Manufacturer Only* and *Section II: Proposal Submission Requirements, Item 9.1.*

**Question 19:** Section XI, Manufacturer Information Submission, Item 6:

We have an existing web-site, but documentation shows the 2014 site needs to be reviewed before posting. Do we take the old site down, or just build a separate test site and update the URL after your review?

**Response:** Do not take your old site down. The existing EPL will not expire until June 30, 2014. It is not necessary to build a new website. You can copy your existing website and make changes to the copy to reflect the new RFP number. Refer to Section XI, Item 6.1.4.

**Question 20:** Section XI, Manufacturer Information Submission, Item 6:

Is it acceptable to utilize "box" for EPL pricing if our company name is clearly notated in URL?

**Response:** All websites must meet the requirements as specified in *Section XI: Manufacturer Information Submission.*

**Question 21:** Section XI, Manufacturer Information Submission, Item 6:

For complete product/service information, including product pictorials and literature, are we able to provide website links OR are hard copies of all datasheets required?

**Response:** As stated in Section XI, Item 6.3.5.2, manufacturers may provide an additional link to their commercial site as long as it is clearly labeled as such and links to product literature pdfs.

**Question 22:** Section IX, Technical Specifications, Item 5:

In which Category should Fibre Channel Switches be included – 1.11 (Storage) or 1.14 (Switches)?

**Response:** Fiber Channel Switching is included in the switch category. Refer to Section IX, Item 5.14.1.2.

**Question 23:** Section IX, Technical Specifications:  
How is “Traditional Router” defined for RFP 3760?

**Response:** **The State’s definition of a “traditional router” is a device that is designed to join together multiple LANs with a WAN.**

**Question 24:** Section XIV, References:  
Are manufacturers required to list subcontractor reference forms for each of its approved resellers?

**Response:** **No. Sellers are responsible for providing their own references in their responses.**

**Question 25:** ITS RFP Response Checklist:  
Are we supposed to provide 2 separate binders/packages if we’re responding to both Manufacturer and Seller sections?

**Response:** **No. One response is sufficient.**

**Question 26:** ITS RFP Response Checklist:  
Did you want a response for sections that are not mentioned within the checklist? (i.e. Section III – Vendor Information)?

**Response:** **No.**

**Question 27:** Section IX, Technical Specifications:  
If we state ‘Comply’ to a category/section (i.e. Under **Section IX – Technical Specifications #1.11 Storage**), does that mean we have to comply to all aspects of the category/section?

**Response:** **Section IX: Technical Specifications does not require a point-by-point response. Refer to the response to question #15. Products proposed within a category must meet all specifications of that category.**

**Question 28:** Section V, Proposal Exception Summary:  
If we have an exception to a category/section (i.e. Under **Section IX – Technical Specifications #1.11 Storage**), how do we point it out within the response?

**Response:** **Exceptions must be addressed in the *Proposal Exception Summary Form*.**

**Question 29:** ITS RFP Response Checklist:  
Please confirm that for a Manufacturer providing a Manufacturer Only response (not selling direct), that manufacturer is not agreeing to any terms and conditions, aside from the requirements set forth in Sections VIII and XI.



**Response: Yes. This is correct.**

**Question 30:** Exhibit A &B, EPL Master Purchase Agreement:

Please confirm that the Manufacturer's Resellers, if awarded, would technically be holding direct contracts with the State and would not be deemed as subcontractors to Manufacturer?

**Response: Yes. This is correct.**

**Question 31:** Section XI, Manufacturer Information Submission:

What does the Acknowledgement in Section XI, Item 7 mean? Is the manufacturer (not selling direct) bound by Section VI, Item 9; Section VII and warranty requirements in Section IX?

**Response: Manufacturers, not selling direct, do not sign the Purchase Agreement. Item 7 is the only place that manufacturers who fall into this category sign off on their EPL responsibilities. The six 'acknowledgements' under this item represent manufacturers' understanding and acknowledgement of its EPL responsibilities.**

**Question 32:** Section XI, Manufacturer Information Submission:

Please confirm that Section I, including the certification on the signature page in Section I, is not applicable to Manufacturer Only response (where the manufacturer is not selling direct).

**Response: Yes. This is correct. Refer to the response to question #31.**

**Question 33:** Section XII, Marketing/Sales Report:

Please confirm that Resellers (not manufacturers) are solely responsible for the 1% administrative fee described in Section VIII, 4.2 and Section XII.

**Response: Yes. That is correct. Refer to response to question #16.**

**Question 34:** Section VIII, IT Hardware Processes, Items 8 & 9:

For a manufacturer only response (not selling direct), are hourly rates for services required under Section VIII, 8.3.2 and 9?

**Response: No. Item 8.3.2 refers to seller responsibilities.**

**Question 35:** Section XII, Marketing/Sales Report, Item 1:

If the Manufacturer is not taking orders, is the Manufacturer still responsible for soliciting and aggregating sales reports from the Resellers, or are the Resellers solely responsible for submitting the reports themselves?

**Response: This is the seller's responsibility.**

**Question 36:** Section VIII, IT Hardware Processes, Item 8:  
Please confirm that Section VIII, 8.5 does not apply to a Manufacturer that is not selling directly. Any terms regarding acceptance or returns would be negotiated with the Reseller?

**Response:** **That is correct. The seller is responsible for negotiating terms and signing the Purchase Agreement.**

**Question 37:** ITS RFP Response Checklist:  
In reference to page 13, Item 18 – Does the State want the Manufacturer or Seller (reseller) to provide complete product information with the proposal. Is it the requirement of the State that this be paper documentation or can the information be provided electronically (CD / USB drive)?

**Response:** **The *ITS RFP Response Checklist* delineates the items to be submitted in the responses. Product literature is not a required item.**

**Question 38:** Section VI, RFP Questionnaire:  
In reference to page 31, section 6.8 – Does the manufacturer have to respond to this section regarding ARRA / Non- ARRA . Or is this for sellers only?

**Response:** **Manufacturers do not submit a response to the RFP questionnaire, only the seller.**

**Question 39:** Section XII, Marketing/Sales Report:  
Is the administrative fee for responding only for the manufacturer? My resellers do not have to pay this fee, correct?

**Response:** **No. As stated in Item 1.4, the 1% EPL administrative fee is the responsibility of the Seller.**

**Question 40:** Section XII, Marketing/Sales Report, Item 3:  
Does the 1% apply to all sales to customers who can buy under the EPL (school) or just the actual orders placed under the EPL contract?

**Response:** **The 1% administrative fee applies to actual orders placed by all entities under the EPL. Refer to Item 3.2.**

**Question 41:** Section XII, Marketing/Sales Report:  
Do we pay the 1% if we don't quote it as an EPL price?

**Response:** **No. Sellers must make clear to the purchaser/buyer that the quote is not an EPL quote.**

**Question 42:** Section VIII, IT Hardware Processes:  
Regarding Item VIII.4: Will ITS require public sector entities to note "EPL 3760" on their purchase orders to vendors if they are using the EPL as their purchasing authority for the entire amount of the PO?

**Response:** **The *IT Hardware EPL Memorandum, Instructions for Use* will encourage customer agencies to note the EPL numbers on their purchase orders.**

**Question 43:** Section XII, Marketing/Sales Report:  
When public sector entities are using the EPL as their purchasing authority for part of the amount of a PO, but not for the entire amount, will ITS require the entity to note those two separate amounts as comment on their PO, i.e. \$44,444.44 non-EPL & \$99,999.99 EPL 3760"?

**Response:** **Sellers must note non-EPL items separately on their quotes. Therefore, this information should be readily available when preparing Marketing/Sales reports. Refer to response to question #42.**

**Question 44:** Section XII, Marketing/Sales Report:  
Will ITS only require vendors to include in their EPL marketing reports (and 1% payments) amounts for which EPL 3760 has been noted on the public sector entities' POs?

**Response:** **The administrative fees are based on all EPL sales.**

**Question 45:** Section VIII, IT Hardware Processes, Item 9:  
Will ITS allow vendors to charge up to 1.5 times their quoted labor and travel rates for labor and travel provided outside normal business hours with that 1.5X charge still being considered in compliance with the vendors submitted EPL rates?

**Response:** **Refer to Item 9.5, which addresses labor and travel after normal business hours.**

**Question 46:** Section III, Vendor Information, Item 11: States that a price increase will not be accepted during the award or the renewal period. Does that mean that the "manufacturer" can never increase prices on this contract if awarded?

**Response:** **Item 6.2.4 of *Section XI: Manufacturer Information Submission* overrides Section III, Item 11.**

**Question 47:** Section VIII, IT Hardware Processes, Item 5: Would the state allow manufacturer to submit a check with their RFP response vs. registering on-line to make the payment?

**Response:** No. All Vendors must use the on-line application for submitting the registration fee. The application accepts credit cards and e-checks. Item 5.2 of Section VIII: IT Hardware Processes outlines the forms of payment that are acceptable.

**Question 48:** Section XI, Manufacturer Information Submission: We already have an approved website under IT Hardware EPL 3658. In order to provide a test site URL, it would require hours of work that our I/T department cannot fit into their schedule at the time. If awarded a new contract, would it be possible for the EPL team to notify us in advance and tweaks can be made to the "existing" website for the EPL to review & approve with the new information. I am being told the changes to the existing site can be made in a matter of minutes vs. recreating a test site which will take many man-hours. Please advise if this is acceptable to the EPL.

**Response:** Refer to the response to question #19.

**Question 49:** Section IV, Legal and Contractual Information, Item 7: Section IV, 7.2 - Indicates disclaimer of implied warranties shall be null and void. It should be noted that our manufacturer's standard limited warranty on products is as follows:

Manufacturer offers a Limited Warranty through its dealers to the consumer that all Products are delivered free from defects in materials and workmanship. The warranty period will vary depending upon the product sold. The exact terms and duration of Manufacturer's Limited Warranty are specified on the warranty card included with each Product. Manufacturer's liability is limited to the replacement or repair of the defective Product or part thereof. THE EXCLUSIVE REMEDY FOR BREACH OF WARRANTY IS SET FORTH IN THIS SECTION. THERE ARE NO OTHER WARRANTIES, EXPRESS **OR IMPLIED**, INCLUDING BUT NOT LIMITED TO, **ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Can you go back to the State to get clarification on what the RFP requirement applies. If it is meant for the Manufacturer's warranty on the product then we would have a clear conflict. If it's meant for additional warranties that the reseller may be providing as a value add then it should not be an issue for us, the manufacturer.

**Response:** The prohibition against the disclaimer of those implied warranties is a matter of State law and cannot be changed.

**Question 50:** Section IV, Legal and Contractual Information, Item 7: Section IV.7.3 - Prohibits limitation of liability on claims related to Infringement and, I believe, Product Liability resulting in death and bodily injury, These are normally the Manufacturer's issues to address. Our standard indemnification and remedy on these issues is to defend and settle the claim contingent upon receiving prompt written notice on it and having sole control over such defense and settlement.

Can you go back to the State to (i) get specific clarification that the requirement

doesn't apply to any other issues and (ii) that our standard indemnification and remedy will suffice.

**Response:** **Yes. The requirement stands as written, with the list of five items included. No, the Vendor's standard indemnification and remedy will not suffice.**

**Question 51:** No RFP reference section: Is it a requirement to have a Contractor's license to do business in the State of Mississippi?

**Response:** **No. Contractor's licenses are not required to participate in this EPL.**

RFP responses are due June 12, 2014, 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 Kenny Wilson at 601-432-8218; via email at [kenny.wilson@its.ms.gov](mailto:kenny.wilson@its.ms.gov) or Tina O'Neal at 601-432-8162; via email at [tina.oneal@its.ms.gov](mailto:tina.oneal@its.ms.gov).

cc: ITS Project File IT Hardware EPL