

## **Mississippi Department of** Information Technology Services

# **Solicitation Workbook**

For Customer-Lead Solicitations

April 2025

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### **Solicitation Templates**

This workbook provides information on using the associated IT Solicitation Templates available on the ITS Website.

Select the template most appropriate for your solicitation and vendor pool being solicited. Your template selection will be based on the EPL you are using to make your purchase and on your chosen scoring methodology. Please reference section 12 "Scoring Methodology" for additional information.

Currently available templates are:

- Public Safety Video and Communication (PSVCV) Solicitation Template Lowest and Best
- Public Safety Video and Communication (PSVCV) Solicitation Template 100% Cost
- Cloud Solutions Preferred Vendor (CSPV) Pilot Solicitation Template Lowest and Best
- Cloud Solutions Preferred Vendor (CSPV) Pilot Solicitation Template 100% Cost

### HEADING

Enter the name of the entity making the purchase and responsible for issuing the solicitation and evaluating responses.

### 1. GENERAL OVERVIEW AND BACKGROUND

Provide a high-level overview of the project and any relevant background that may help vendors in providing a response. This might include a description of the current situation, an overview of the business need and/or problem driving this solicitation, and any mandates or special funding constraints associated with the project. This section is an explainer of the project and should not include any requirements. Requirements should be listed in the specifications section. This section should include a description of the proposed solution or desired outcome of the solicitation.

### 2. INSTRUMENT SPECIFIC INFORMATION

This section is specific to the Procurement Instrument used for the Solicitation (e.g. PSVC, Hardware EPL, NASPO SVAR).

- 2.1. Select the category or categories that will be solicited.
- 2.2. **Brand Specification Justifications:** If your solicitation needs to be Brand Specific, mark the check box indicating that you have attached your Brand Specification Justification Form.

To the fullest extent practicable, ITS strongly encourages the use of open and competitive specifications to ensure maximized competition between all manufacturers when there are other technology sources available that would meet the customer's business needs; however, in certain situations, the most advantageous, efficient, and cost-effective approach may be to identify the brand in the specifications. ITS recognizes that customers must determine how to fulfill their business needs and the features which are indispensable to fulfilling those needs, and a customer may determine there is a compelling business need to identify a brand in the specifications.

Accordingly, as permitted by ITS statutes and consistent with Section 31-7-13(c)(iv)(1), upon presentation of valid justification of a customer's compelling business need, ITS may approve requests to issue brand specifications when deemed in the best interest of the State so as long as there are multiple vendors or resellers available to provide the requested acquisition to ensure maximum competition to the fullest extent practicable.

You may obtain the Brand Specific Request form from the ITS website at the link below. https://www.its.ms.gov/procurement/procurement-request-forms

Some procurement instruments may allow for customers to complete the Brand Specific Request Form without prior approval from ITS. Check the Instructions For Use of the procurement vehicle to see if this is an option. In those situations, you must complete the form and attach it to your solicitation documentation and record in your project file.

### 3. PROJECT SCHEDULE

This section sets out the intended schedule for the procurement. See notes in the Date column below for specific instructions and guidance about each item in the schedule.

Task	Date
Release of Solicitation	Enter the date the solicitation will be emailed to the vendor pool.
Vendor Conference/Walkthrough	If you plan to hold a vendor conference or walkthrough, enter the date that will be held. Vendor conferences are recommended for complex projects. Walkthroughs are very beneficial if equipment will be installed at your location by the awarded vendor. If no conference is to be held, delete this row.
Deadline for Vendors' Written Questions	It is strongly advised to allow vendors to submit written questions about your solicitation. To ensure that all vendors are treated equally, all questions and answers should be responded to at one time with all questions and answers sent to the entire pool. Enter the deadline for receipt of vendor questions. Delete this row if you do not intend to allow for a formal question and answer period.
Date Responses to Vendors' Written Questions will be Distributed to the Vendor Pool	Enter the date you anticipate providing the formal response to vendor questions. Delete this row if you do not intend to allow for a formal question and answer period.
Proposals Due	Enter the date and time proposals will be due from the vendors. This must be at least 5 full business days after the release of the solicitation or distribution of responses to vendor questions. A longer period is advised but not required. Consider allowing a minimum of 15 days for more complex requirements.
Proposal Evaluation and Award	Enter the date by which you expect to have selected a winner and notified the vendor pool of an award. Any time after the proposal due date and time is acceptable.

### 4. STATEMENTS OF UNDERSTANDING

This section is designed to align Vendor and Customer's understanding and expectations around this solicitation and Vendor's expected response to it. Different templates may have different items in this section. Provided here are explanation of more complex items.

ITS believes these statements to be valid and applicable to most solicitations issued to this Vendor Pool. Review these items carefully. While you may edit or delete the items as you deem necessary, please do so with careful consideration.

It is a good idea to review the workbook and template in their entirety before making any changes to the template. If you have any questions, or would like additional guidance, please contact the EPL team at <u>EPL.Team@its.ms.gov</u>.

MANDATORY Items: You may deem some specifications as mandatory by inserting "**MANDATORY**" in front of the specification. Either a response meets a mandatory specification or the response is rejected and removed from further consideration. Use the "**MANDATORY**" designation with care and only when a requirement is critical to the success of the project. If a responding vendor takes exception to a requirement stated as "**MANDATORY**", the Vendor will be immediately eliminated. If your solicitation does not have any mandatory requirements, you should delete this item 4.1.

Vendor Conference Attendance: If no Vendor Conference is scheduled, delete this item. If a Vendor Conference is scheduled, edit this item to indicate whether Vendor's attendance at the conference is <u>optional</u> or <u>mandatory</u>. If attendance is deemed mandatory in this solicitation and Vendor fails to attend but does submit a response, Vendor's response must be immediately rejected.

<u>Silent Period:</u> It is important to maintain a fair and open procurement process. Review this section carefully and do what you can to ensure that your entity complies. When completing the vendor question and response document, it is highly encouraged to remove references to a particular vendor and to post the questions anonymously. The questions and answers must be distributed to all vendors in the pool who received the solicitation even if the vendor did not submit a question. This ensures that all vendors receive the same information regarding your solicitation and desired solution.

<u>Customer Contact Information</u>: Enter the contact information for the person responsible for responding to inquiries about the solicitation and for acceptance of vendor responses.

### 5. RESPONSE INSTRUCTIONS

This section is designed to instruct the Vendor on the format of your expected response. The items listed are those deemed to be best practices across multiple procurement instruments. While you may edit or delete the items as you deem necessary, please do so with careful consideration, being sure that Vendor is asked to commit in writing to meeting your specifications. If you have any questions, or would like additional guidance, please contact the EPL team at EPL.Team@its.ms.gov.

### 6. FUNCTIONAL/TECHNICAL SPECIFICATIONS

This section should clearly detail what you intend to purchase at the end of this solicitation. You may edit or delete the items as you deem appropriate for your desired solution. Depending on the categories being solicited, you may find the information and sample requirements listed in subsequent sections of this document to be helpful.

### 7. DELIVERY AND INSTALLATION

While you may edit or delete the items in the Delivery and Installation section as you deem necessary, please do so with careful consideration, being sure that vendor is asked to commit in writing to deliver. If you have any questions, or would like additional guidance, please contact the EPL team at <u>EPL.Team@its.ms.gov</u>.

### 8. CLOUD AND OFFSITE HOSTING REQUIREMENTS

If your desired solution will require the transmission and/or storage of data, you should give careful consideration to the requirements your awarded vendor will need to follow with regards to that data. Please refer to the "Suggested Cloud and Offsite Hosting Requirements" section on page 11 of this document for sample requirements and items to consider.

Please note that responding vendors have agreed to comply with the State of Mississippi's Enterprise Security Policy and the Enterprise Cloud and Offsite Hosting Security Policy. These requirements, along with requirements related to data ownership and data location, are addressed in the Purchase Agreement signed by responding vendors before their admission into the vendor pool. You can view the Purchase Agreement here:

• Public Safey Video and Communications Systems Purchase Agreement

Delete this section if your desired solution will not involve the transmission and storage of data.

### 9. TRAINING

This section should clearly indicate specific training requirements relevant to your organization and/or the nature of the solution being procured (# of persons to be trained, on-site or at Vendor/Manufacturer location, train-the-trainer approach, etc.).

### 10. WARRANTY/MAINTENANCE

Customer should review the standard warranty requirements included in the Purchase Agreement signed by all vendors in the pool. Additional warranties can be required, and the solicitation should detail those requirements in this section.

Please reference the Instructions for Use related to the Procurement Instrument you are soliciting for specific limitations regarding solicitation of maintenance. In most cases, solicitation of maintenance beyond one year requires ITS involvement and must be submitted to ITS as a planned purchase.

### **11. VENDOR QUALIFICATIONS**

Modify this section to include any industry certifications or specific experience related to your project.

#### 12. SCORING METHODOLOGY

The first step in developing a scoring methodology is determining whether cost will be the sole determining factor or if non-cost factors need to be evaluated.

For a cost only methodology, use the 100% Cost Solicitation Template. The vendor with the lowest cost proposal will be awarded. Proposals that fail to meet any technical requirements in the solicitation will still be eliminated.

For projects where factors other than cost need to be evaluated, use the Lowest And Best Solicitation Template. This is appropriate for projects that are larger, have a greater service component, have complex requirements, or that present a greater risk to the Customer.

The Lowest and Best scoring methodology gives every vendor a possible score of 100 points which will be divided between cost and non-cost categories. Cost points are recommended to be a minimum of 30 points or 30% of the total point allocation, but shall not be less than a total 25 points or 25% of the total point allocation.

Examples of factors other than cost that are considered for inclusion in the scoring formula are:

- Quality and responsiveness of the proposal
- Technical merit of the proposed solution
- References provided by customers of the proposer
- Size, stability and reputation of the business
- Quality of the proposed project plan

Qualifications of proposed staff

Once you have decided on your non-cost categories, allocate the non-cost points between them. The points assigned demonstrate to the responding vendors what is most important to you. Once the categories are chosen and the points allocated enter those in the tables in the Scoring Methodology section of the template you are using. Be sure that you include requirements related to each of your categories. For example, if you intend to award points based on the quality of the project plan be sure you include a requirement for the Vendor to provide one with their response.

### **13. REFERENCES**

If points will be allocated to vendor reference checks, then it is important to ask the same questions to each vendor when determining the allocation of the reference related points. Additional questions may be asked of each vendor, but the answer to those additional questions should not affect the reference score, but knowledge gained may be used to adjust the scoring of other points from the vendor's response. Be sure to document how the reference checks affected the Vendor's score.

### 14. PROPOSAL EXCEPTIONS

You may decide that you wish to allow the vendors to take exceptions to any of the requirements in your solicitation. This can be helpful if your requirements are complex or if you are not familiar with the technology or the vendor community. If you do not allow formal exceptions, it is important that you treat all vendors fairly. If a vendor raises a concern about a particular requirement that you believe may have merit, a clarification should be issued to all vendors in the pool. Addressing the issue only with the vendor who reported it might be viewed as giving preferential treatment to the vendor raising the issue.

If you do not allow vendors to submit exceptions with their proposal, delete Item 14: Proposal Exceptions and the accompanying Attachment C: Proposal Exception Summary Form. Note that Exceptions are not allowed for solicitations based only on Cost.

If you do wish to allow vendors to report exceptions, requirements can be pulled from the "Proposal Exception Requirements" section of this document.

### **15. CLARIFICATIONS, BAFOS AND DEMONSTRATIONS**

This section informs vendors that you may ask for additional information throughout the procurement and lays out the processes that are involved.

### Additional Solicitation Considerations

### Insurance

You may wish to request liability insurance information from the vendor at the time of solicitation. All vendors on the PSVC EPL are required to show that they have some amount liability insurance, but there is no minimum amount required.

### Notification of Award

It is important to notify all responding vendors once you have made an award. An email thanking the vendors for their participation and a statement that "an award has been made to *<Name of the Winning Vendor>*" is sufficient.

### **Professional Services**

For solicitations including professional services, customers may want to request certifications from proposing vendors. Examples of specifications customers may want to include are:

- A direct telephone number at which the individual may be contacted for a telephone interview. The Customer will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls.
- 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.
- That the individual is proficient in spoken and written English.
- That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all United States Citizenship and Immigration Services (USCIS) 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.
- 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 Customer. This requirement includes the responsibility for ensuring all non-citizens maintain current USCIS eligibility throughout the duration of the contract.

### **SAM Registration**

Customers using federal funds should state so in their solicitation and request a copy of the vendor's SAM registration.

### Public Safety Video and Communication System Additional Suggested Requirements

The following are suggested additional minimum specifications and requirements EPL customers may wish to include in their solicitation.

- 1. General Recommendations
  - 1.1. Minimum resolution of X
  - 1.2. Minimum frame rate of X
  - 1.3. Minimum on-camera storage of X
  - 1.4. Minimum onboard storage of X
  - 1.5. Minimum battery life of X hours.
  - 1.6. Minimum of X LUX for low-light conditions.
- 2. Body Camera Recommendations
  - 2.1. Body camera equipment must have the capability of being triggered automatically by X
  - 2.2. Body camera equipment must have the capability of being triggered manually by X
- 3. Dashboard Camera Recommendations
  - 3.1. Provide forward facing primary camera.
  - 3.2. Provide in-car facing camera with separate audio
  - 3.3. Provide means of audio recording officer when outside vehicle that is tied to triggering of dash camera.
  - 3.4. Provide means of triggering audio and video by officer outside vehicle.
  - 3.5. Recorder should be capable of multiple input indicators / triggers such as lights, siren, brakes. The system should be able to be programmed so these can be utilized as triggers for recordings or just as indicators of activation on the recorded video.
  - 3.6. The system should have a programmable pre-record timer enabling the system to go back at least 30 seconds prior to a triggered recording to provide pre-event recording. This should have the ability to enable / disable, at the discretion of the using agency as per their policy.
  - 3.7. Unit must include a "UPS" type system to ensure in the event of loss of system power, it can successfully close or cap the video for use.
  - 3.8. Unit must include a crash sensor and utilize it as a trigger to begin recording.

- 4. License Plate Reader Recommendations
  - 4.1. System should have the ability to, at a press of a button, zoom into a tag and then return automatically to the normal zoom setting.
- 5. Software, Supporting Equipment and Services Specifications Recommendations
  - 5.1. The system shall have total capability to access, search, and retrieve recorded data entirely throughout the predetermined retention period, dependent on the classification of the video, recordings placed on legal hold will be retained.
  - 5.2. Remotely manage remote or client devices, including remote wipe and remote upgrades.
  - 5.3. Ability to time synchronize recordings from multiple remote or client devices.
  - 5.4. Data marked for legal hold will not be subject to automated purge/deletion processing.

### Cloud Solutions Preferred Vendor Additional Suggested Requirements

The following are suggested additional minimum specifications and requirements EPL customers may wish to include in their solicitation.

- 7.1 Infrastructure as a Service (laaS)
  - 7.1.1 Compute & Storage Requirements: Describe the required compute (e.g., vCPUs, memory, GPU requirements) and storage capacity (e.g., SSD, object storage, archival storage). Specify any scalability requirements.
  - 7.1.2 Security & Compliance: Identify the compliance standards (e.g., FedRAMP, HIPAA, CJIS, IRS 1075) that the IaaS solution must meet. What security controls (e.g., encryption, access controls) are required?
  - 7.1.3 Network & Connectivity: Specify network requirements, including bandwidth, private/public cloud connectivity (e.g., VPN, direct connect), and redundancy needs.
- 7.2 Platform as a Service (PaaS)
  - 7.2.1 Application Development & Deployment: Define the programming languages, frameworks, and development environments the PaaS must support (e.g., Java, .NET, Python, containerized workloads).
  - 7.2.2 Integration & Interoperability: Describe required integrations with existing state systems, APIs, middleware, or third-party services. Are there specific API management or data exchange requirements?
  - 7.2.3 Automation & Orchestration: What level of automation (e.g., CI/CD pipelines, autoscaling, infrastructure as code) is required to support deployment and operations?
- 7.3 Software as a Service (SaaS)
  - 7.3.1 Functional Requirements & Customization: Describe the specific business processes or functions the SaaS must support. Are configurable workflows or role-based access controls required?
  - 7.3.2 Data Governance & Retention: Define data ownership, retention policies, backup frequency, and disaster recovery expectations. Should the solution support data export in a specific format?
  - 7.3.3 User Access & Authentication: Specify authentication and identity management requirements (e.g., SSO, MFA, Azure AD/Okta integration). What user roles and permissions must be supported?
- 7.4 Cloud-Related Professional Services
  - 7.4.1 Implementation & Migration Services: Detail any migration needs (e.g., legacy system migration, lift-and-shift vs. re-architecture). What data transfer methods and timelines are required?

- 7.4.2 Support & Service Levels: Define support expectations, including response times, availability (e.g., 24/7, business hours), and escalation procedures. What SLAs are required?
- 7.4.3 Training & Knowledge Transfer: Describe training requirements for agency personnel (e.g., administrator, end-user, security training). Should training be on-site, virtual, or self-paced?
- 7.5 Hardware (e.g., Surveillance Cameras, Edge Devices, IoT Solutions)
  - 7.5.1 Technical & Environmental Requirements: Specify the required hardware specifications (e.g., resolution, storage capacity, AI capabilities) and environmental conditions (e.g., indoor vs. outdoor use, temperature range, weather resistance). Are there specific mounting, power, or connectivity requirements (e.g., PoE, Wi-Fi, LTE)?
  - 7.5.2 Cloud Integration & Data Management: Describe how the hardware must integrate with cloud-based platforms or existing agency systems. What are the requirements for video storage, retention policies, encryption, and access control? Should the solution support real-time monitoring, alerts, or analytics?

### Suggested Cloud or Offsite Hosting Requirements

The following are requirements related to cloud and offsite hosting of systems and data. Customer should determine if the data is public or non-public. If the data is non-public (i.e. PII) then all terms likely apply. If the data is non-public, items 4, 5, and 7.4 likely do not apply. EPL customers may wish to include these in their solicitation.

- 1. Data Ownership: The State or Customer shall own all right, title and interest in all data used by, resulting from, and collected using the services provided. The Vendor shall not access State or Customer User accounts, or Data, except (i) in the course of data center operation related to this solution; (ii) response to service or technical issues; (iii) as required by the express terms of this service; or (iv) at the State 's or Customer's written request.
- 2. Data Protection: Protection of personal privacy and sensitive data shall be an integral part of the business activities of the Vendor to ensure that there is no inappropriate or unauthorized use of information at any time. To this end, the Vendor shall safeguard the confidentiality, integrity, and availability of information and comply with the following conditions:
  - 2.1 All information obtained by the Vendor under this contract shall become and remain property of the Customer.
  - 2.2 At no time shall any data or processes which either belong to or are intended for the use of Customer or its officers, agents, or employees be copied, disclosed, or retained by the Vendor or any party related to the Vendor for subsequent use in any transaction that does not include the Customer.
- 3. Data Location: The Vendor shall not store or transfer Customer data outside of the United States. This includes backup data and Disaster Recovery locations. The Vendor will permit its personnel and contractors to access Customer data remotely only as required to provide technical support.
- 4. Encryption
  - 4.1 The Vendor shall encrypt all non-public data in transit regardless of the transit mechanism.
  - 4.2 For engagements where the Vendor stores non-public data, the data shall be encrypted at rest. The key location and other key management details will be discussed and negotiated by both parties. Where encryption of data at rest is not possible, the Vendor must describe existing security measures that provide a similar level of protection. Additionally, when the Vendor cannot offer encryption at rest, it must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach. The policy shall comply with the following requirements:
    - 4.2.1 The policy shall be issued by an insurance company acceptable to the Customer and valid for the entire term of the contract, inclusive of any term extension(s).

- 4.2.2 The Vendor and the Customer shall reach agreement on the level of liability insurance coverage required.
- 4.2.3 The policy shall include, but not be limited to, coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, and liability assumed under an insured contract.
- 4.2.4 At a minimum, the policy shall include third party coverage for credit monitoring, notification costs to data breach victims, and regulatory penalties and fines.
- 4.2.5 The policy shall apply separately to each insured against whom claim is made or suit is brought subject to the Vendor's limit of liability.
- 4.2.6 The policy shall include a provision requiring that the policy cannot be cancelled without thirty (30) days written notice.
- 4.2.7 The Vendor shall be responsible for any deductible or self-insured retention contained in the insurance policy.
- 4.2.8 The coverage under the policy shall be primary and not in excess to any other insurance carried by the Vendor.
- 4.2.9 In the event the Vendor fails to keep in effect at all times the insurance coverage required by this provision, the Customer may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event, subject to the provisions of the contract.
- 5. Breach Notification and Recovery: Unauthorized access or disclosure of non-public data is considered to be a security breach. The Vendor will provide immediate notification and all communication shall be coordinated with the Customer. When the Vendor or their subcontractors are liable for the loss, the Vendor shall bear all costs associated with the investigation, response and recovery from the breach including but not limited to credit monitoring services with a term of at least 3 years, mailing costs, website, and toll-free telephone call center services. The Customer shall not agree to any limitation on liability that relieves a Vendor from its own negligence or to the extent that it creates an obligation on the part of the Customer to hold a Vendor harmless.
- 6. Notification of Legal Requests: The Vendor shall contact the Customer upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of the Customer. The Vendor shall not respond to subpoenas, service of process, and other legal requests related to the Customer without first notifying the Customer unless prohibited by law from providing such notice.
- 7. Termination and Suspension of Service: In the event of termination of the contract, the Vendor shall implement an orderly return of Customer data in CSV or XML or another mutually agreeable format. The Vendor shall guarantee the subsequent secure disposal of Customer data.

- 7.1 Suspension of services: During any period of suspension of this Agreement, for whatever reason, the Vendor shall not take any action to intentionally erase any Customer data.
- 7.2 Termination of any services or agreement in entirety: In the event of termination of any services or of the agreement in its entirety, the Vendor shall not take any action to intentionally erase any Customer data for a period of 90 days after the effective date of the termination. After such 90-day period, the Vendor shall have no obligation to maintain or provide any Customer data and shall thereafter, unless legally prohibited, dispose of all Customer data in its systems or otherwise in its possession or under its control as specified in section 7.4 below. Within this 90-day timeframe, Vendor will continue to secure and back up the State or Customer's data covered under the contract.
- 7.3 Post-Termination Assistance: The Customer shall be entitled to any posttermination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.
- 7.4 Secure Data Disposal: When requested by the Customer, the provider shall destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods. Certificates of destruction shall be provided to the Customer.
- 8. Background Checks: The Vendor warrants that it will not utilize any staff members, including sub-contractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty. The Vendor shall promote and maintain an awareness of the importance of securing the Customer's information among the Vendor's employees and agents.
- 9. Security Logs and Reports: The Vendor shall allow the Customer access to system security logs that affect this engagement, its data, and/or processes. This includes the ability to request a report of the activities that a specific user or administrator accessed over a specified period of time as well as the ability for an agency customer to request reports of activities of a specific user associated with that agency. These mechanisms should be defined up front and be available for the entire length of the agreement with the Vendor.
- 10. Contract Audit: The Vendor shall allow the Customer to audit conformance including contract terms, system security and data centers as appropriate. The Customer may perform this audit or contract with a third party at its discretion at the Customer's expense.
- 11. Sub-contractor Disclosure: The Vendor shall identify all of its strategic business partners related to services provided under this contract, including but not limited to, all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Vendor, who will be involved in any application development and/or operations.
- 12. Sub-contractor Compliance: The Vendor must ensure that any agent, including a Vendor or subcontractor, to whom the Vendor provides access agrees to the same restrictions and conditions that apply through this Agreement.

- 13. Processes and Procedures: The Vendor shall disclose its non-proprietary security processes and technical limitations to the Customer so that the Customer can determine if and how adequate protection and flexibility can be attained between the Customer and the Vendor. For example: virus checking and port sniffing the Customer and the Vendor shall understand each other's roles and responsibilities.
- 14. Operational Metrics: The Vendor and the Customer shall reach agreement on operational metrics and document said metrics in the Service Level Agreement. At a minimum the SLA shall include:
  - 14.1 Advance notice and change control for major upgrades and system changes.
  - 14.2 System availability/uptime guarantee/agreed-upon maintenance downtime.
  - 14.3 Recovery Time Objective/Recovery Point Objective.
  - 14.4 Security Vulnerability Scanning.

### Additional Warranty and Maintenance Requirements for Consideration

The following are additional requirements EPL customers might want to consider with regards to warranty and maintenance.

- 1. If warranty period is less than three years, Vendor must provide pricing to extend the warranty to three years for each item proposed.
- 2. Vendor must indicate whether warranty service is available past the three years for each item proposed. Specify annual cost, if any, and period of extension.

### Additional Reference Requirements for Consideration

The following are additional requirements to consider if you are asking Vendors to provide references.

- 1. 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 Customer's sole discretion.
- 2. References that are no longer in business cannot be used. Inability to reach the reference will result in that reference deemed non-responsive.
- 3. Vendors receiving negative references may be eliminated from further consideration.
- 4. References should include previously completed project similar in nature to this solicitation.

### Proposal Exception Requirements for Consideration

EPL customers allowing vendors to include proposal exceptions may wish to include the following requirements.

- 1. Vendor must return the attached *Proposal Exception Summary Form*, Attachment C, with all exceptions listed and clearly explained or state "No Exceptions Taken." If no *Proposal Exception Summary Form* is included, the Vendor is indicating that no exceptions are taken.
- 2. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this memorandum as long as the following are true:
  - 2.1 The specification is not a matter of State law;
  - 2.2 The proposal still meets the intent of the procurement;
  - 2.3 A *Proposal Exception Summary Form* (Attachment C) is included with Vendor's proposal; and
  - 2.4 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* (Attachment C).
- 3. The Vendor has no liability to provide items to which an exception has been taken. the Customer has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and Customer will discuss each exception and take one of the following actions:
  - 3.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
  - 3.2 The Customer will determine that the exception neither poses significant risk to the project nor undermines the intent of the procurement and will accept the exception;
  - 3.3 The Customer and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or,
  - 3.4 None of the above actions is possible, and the Customer either disqualifies the Vendor's proposal or withdraws the award and proceeds to the next ranked Vendor.
- 4. Should the Customer and the Vendor reach a successful agreement, the Customer will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary Form* responding to each of the Vendor's exceptions. The *Proposal Exception Summary Form*, with those exceptions approved by the Customer will become a part of any contract on acquisitions made under this procurement.
- 5. An exception will be accepted or rejected at the sole discretion of the Customer.

6. The Customer desires to award this solicitation to a Vendor or Vendors with whom there is a high probability of negotiating a mutually agreeable contract, substantially within the standard terms and conditions of the solicitation. As such, Vendors whose proposals, in the sole opinion of the Customer, reflect a substantial number of material exceptions to this solicitation, may place themselves at a comparative disadvantage in the evaluation process or risk disgualification of their proposals.

### Exhibit A-1: Public Safety Video and Communication Systems Technical Specifications

These specifications are from the RFP that created the Public Safety Video and Communications Systems vendor pool and are provided for your reference. You may repeat them in your solicitation if you would like; however, vendors have already agreed to these requirements.

### 1. PSVC Product Categories

Listed below is a summary of the categories of products and services that may be solicited under this EPL.

### 1.1. Body Worn Cameras

Video Cameras and/or other data recording equipment that is worn or otherwise attached to a person for the purpose of capturing data from the wearer's perspective. The device must be capable of storing the recorded data locally or via secure connection to another storage device for retrieval later.

### 1.2. Dashboard Cameras

Video and other data recording equipment to be permanently mounted on a vehicle. The device must be capable of storing the recorded data locally or via secure connection to another storage device for retrieval later.

### 1.3. License Plate Readers

Automated cameras that capture images or video of a vehicle license plate, registration information, and record the date, time, and location of the vehicle. The device must be capable of storing the recorded data locally or via secure connection to another storage device for retrieval later. Includes in-vehicle mounted readers, portable readers, and fixed location readers.

### 1.4. Surveillance Units

Platforms for temporary or permanent deployment of surveillance equipment that may include self-contained recording equipment and a power source. The device must be capable of storing the recorded data locally, then transmit via secure connection to another storage device or service for retrieval later. The device must be designed to facilitate multiple deployments at different locations.

### 1.5. Radio Systems

Specialized communication devices that facilitate reliable and secure voice and data communication among various agencies and personnel. Systems and devices whose purpose is ensuring effective coordination and responses during emergency situations or any other public safety scenarios. Includes both end user devices as well as dispatch equipment.

#### 1.6. Software, Equipment, and related Support Services

Includes required supporting equipment, licensing, subscription, and/or services for data storage, data management tools, software with related maintenance and/or license fees, and related peripherals.

### 1.7. Security Cameras and Access Control Systems

Building Security Cameras and Access Controls Systems whose purposes are to monitor and control movement of personnel within a facility. The devices in this category must be network capable and/or computer automated.

#### 2. Category Minimum Specifications

Detailed for each category are minimum specifications that all products purchased through this EPL must meet. EPL customers will add additional requirements beyond what is listed here when soliciting vendors. No product sold through this EPL should fall below any of the specifications listed hereunder. Some category specifications may include additional information about what types of products are include in its scope.

### 2.1. Body Worn Camera Mandatory Product Specifications:

- 2.1.1. All wiring, cables, clips, or other methods of attachment required for the device to function properly shall be designed to disengage to prevent the wearer from becoming entangled.
- 2.1.2. The System shall produce a method to log all recordings, deletions, and edits. These reports shall also indicate which items have been deleted, edited, the time and date when changes were made, and who performed the actions.
- 2.1.3. The System shall prevent unauthorized alteration or deletion of records and recorded data.
- 2.1.4. The System shall be capable of establishing the start of a predetermined retention period for any data stored by a date or other event trigger.
- 2.1.5. The System shall have total capability to access, search, and retrieve recorded data entirely throughout the predetermined retention period.
- 2.1.6. The capability to restrict access to certain videos.
- 2.1.7. Equipment must be capable of operating in a temperature range of at least 20° F 115° F

#### 2.2. Dashboard Camera Mandatory Product Specifications:

- 2.2.1. Product must not interfere with normal operation of the emergency vehicle; and must not create a safety risk for operator or passengers.
- 2.2.2. Product shall not cause interference with any other electronic systems in operation (radio, computer, speed detection, etc.)
- 2.2.3. Product shall have "low battery' indicators and provide process for system to power down without causing any damage to recording device or data storage unit.
- 2.2.4. Product must be a complete mountable solution to accommodate different types of vehicles, without degrading original equipment performance.

- 2.2.5. Monitor should include a non-glare touch screen or mechanism to control recording in the vehicle.
- 2.2.6. System recording should be in a non-proprietary video format.
- 2.2.7. Recording should be both audio and video, with separate channels and capabilities of recording events inside and outside the vehicle simultaneously.
- 2.2.8. System must have wireless upload capabilities, and if upload process is interrupted, upload will resume from point of interruption.
- 2.2.9. System shall have a secure method to access camera system to prevent any unauthorized access to recording device.
- 2.2.10. System shall have ability to allow user input for data/metadata associated with tagged recordings.
- 2.2.11. Digital video file must provide ability to determine and authenticate an original file or indicate if file has been modified.
- 2.2.12. All items installed in the interior of a vehicle shall meet the requirements in the Federal Motor Vehicle Safety Standards.
- 2.2.13. System must conform to the applicable standards as set by the following:

2.2.13.1.	Electronic Industries Association (EIA)
2.2.13.2.	Federal Communications Commission rules and regulations (FCC)
2.2.13.3.	Institute of Electrical and Electronic Engineers (IEEE)
2.2.13.4.	International Electro technical Commission (IEC)

- 2.2.13.5. International Organization for Standardization (ISO)
- 2.2.13.6. National Fire Protection International (NFPA)
- 2.2.13.7. National Highway Traffic Safety Administration (NHTSA)
- 2.2.13.8. Society of Automotive Engineers (SAE)
- 2.2.13.9. Underwriters Laboratories Inc. (UL)
- 2.2.14. Products must include the necessary mounting equipment and installation instructions so that properly installed equipment will be in accordance with the Federal Motor Vehicle Safety Standards at the time of purchase.
- 2.2.15. Equipment must be capable of operating in a temperature range of at least 20° F 135° F

### 2.3. License Plate Readers Mandatory Product Specifications:

- 2.3.1. Systems and individual cameras must function at night and in dim lighting situations without external lighting required other than the lighting that is integrated within the hardware.
- 2.3.2. This device captures an image of the vehicle for identification / verification purposes.
- 2.3.3. Systems should be able to cover multiple traffic lanes from a single system; Individual cameras must be able to capture two lanes of traffic concurrently.
- 2.3.4. Must have a frame rate high enough to capture fast-moving vehicles.
- 2.3.5. Ruggedized design to operate in multiple weather and environmental conditions.

### 2.4. Surveillance Units Mandatory Product Specifications

- 2.4.1. For this category, surveillance is defined as the monitoring of a location for specific activities or individuals. Devices whose sole purpose is something other than surveillance, such as building security cameras, are excluded. Devices with multiple use-cases are allowable but are not to be used for anything other than surveillance. For building security cameras, refer to the category Security Cameras and Access Control Systems.
- 2.4.2. Includes:
  - 2.4.2.1. Permanently mounted equipment
  - 2.4.2.2. Mobile devices for deploying Cameras, License Plate Readers, or Sound and Lighting equipment
- 2.4.3. Ability to connect with network, Cellular, and Wi-Fi Communication to securely transfer data to another device or store data for retrieval later.
- 2.4.4. State Agencies are required to use the Master Cellular Voice and Data Service and Equipment Agreement.
- 2.4.5. Additional Mobile Surveillance Unit requirements:
  - 2.4.5.1. GPS equipped
  - 2.4.5.2. Anti-theft safeguards.
  - 2.4.5.3. Utilizes batteries, solar panels, generators, or any power storage or producing components to allow for extended operation without an external power source.

### 2.5. Two-Way Radio Systems Product Specifications:

- 2.5.1. Must meet current TIA/EIA standards for Public Safety Radio systems.
- 2.5.2. If utilized on the MSWIN system, must be P25 Phase II compliant.

- 2.5.3. Includes:
  - 2.5.3.1. Base Station/Repeater (Paging terminals proposed here)
  - 2.5.3.2. Dispatch Console (Console furniture proposed as an option)
  - 2.5.3.3. Mobile
  - 2.5.3.4. Mobile Data
  - 2.5.3.5. Portable/Handheld
  - 2.5.3.6. Receiver
  - 2.5.3.7. Vehicular Repeater

#### 2.6. Software, Supporting Equipment and Services Specifications:

This section applies to all central site equipment, software, subscriptions, services, data and/or management of body cameras, dash cameras, surveillance cameras, radios including cloud-based and/or on-premises components.

- 2.6.1. Includes:
  - 2.6.1.1. Storage Devices and Services
  - 2.6.1.2. Digital Management Solutions
- 2.6.2. Storage devices and services must not be used for data that is not relevant to this EPL.
- 2.6.3. Digital management solution requirements:
  - 2.6.3.1. Include automatic security upgrades and enhancements;
  - 2.6.3.2. Securely share digital evidence with other organizations without creating copies or requiring data to leave agencies domain or control;
  - 2.6.3.3. Have the ability to redact recordings easily within the system, and create tags, markers, and clips while retaining the original data and clearly denoting the version has been edited by whom with date-time stamps;
  - 2.6.3.4. Be able to search multiple fields and categories to create cases from multiple evidence files;
  - 2.6.3.5. Automate category based video and digital evidence retention to assist with database management;
  - 2.6.3.6. Limit control access to digital evidence based on pre-defined roles and permissions of users;

- 2.6.3.7. Include password authentication, such as security parameters, password complexity, IP based access restrictions, and multi-factor authentication support;
- 2.6.3.8. Include capability for third party authentication and privilege grouping.
- 2.6.3.9. Have the ability to recover any deleted evidence within 7 days of deletion;
- 2.6.3.10. Support all major or commonly recognized digital file types such as mpeg, doc, pdf, jpeg, etc. (proprietary file formats are not solicited);
- 2.6.3.11. Have the ability to upload video and files from a smartphone, tablet or computer directly to the software via an Internet browser;
- 2.6.3.12. Have the ability to map interface a video recording location;
- 2.6.3.13. Have the ability to upload video through an Internet connection; and,
- 2.6.3.14. Have the ability to live-stream video.

#### 2.7. Security Cameras and Access Control Systems

- 2.7.1. Security Cameras and the devices to record and monitor the audio and visual data are included in this category.
- 2.7.2. Access Control Systems includes, but are not limited to:
  - 2.7.2.1. Electronic Door Locks
  - 2.7.2.2. Badge systems
  - 2.7.2.3. Metal Detectors
  - 2.7.2.4. Turnstiles
  - 2.7.2.5. The device(s), software, and/or services to control the system
- 2.7.3. Access verification methods include, but are not limited to, badge systems, PINs, or biometrics.
- 2.7.4. Devices must be controlled via network, embedded system, or other similar digital system. Devices that do not meet these criteria are likely not under ITS purview and therefore cannot be included for purchase via this EPL.

### 3. Global Inclusions and Exclusions

- 3.1. Installation, Training, and Maintenance services are part of the scope of the category of product they service and may be purchased separately.
- 3.2. Products designated for use outside of the United States.
- 3.3. Products designed for home-use.
- 3.4. Cellular service contracts are excluded.
- 3.5. Items or services outside of ITS Purview are excluded.

### 4. Warranty

- 4.1. General Warranty Requirements and Definitions
  - 4.1.1. Vendor most 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.
  - 4.1.2. 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.
  - 4.1.3. If a "Parts and Labor" warranty is proposed, 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.
  - 4.1.4. The warranty must include the BASE Product and any items purchased with the base product.
  - 4.1.5. The "BASE Product" includes the components required to meet the minimum specifications as outlined for each of the categories.
  - 4.1.6. The "Internal EPL Components" are those selected from the EPL options at the time of purchase that are internal to the product.
  - 4.1.7. Non-EPL items are not automatically covered in the BASE Product or as an EPL Component purchased with the base product. Customer and Seller must negotiate a warranty separately if needed. NOTE: Vendor-defined options in any open-ended specifications are EPL items.
  - 4.1.8. Charges for shipping and handling must be borne by the Seller during the on-site warranty period or for the first year of the warranty if the items are not covered by an on-site warranty.
  - 4.1.9. After the expiration of the first year (for items without on-site coverage) or of the onsite warranty period and for the remainder of the warranty period, Seller is required to pay shipping from the manufacturer or repair facility back to the customer,

however, Seller is not required to pay shipping from the customer to the manufacturer or repair facility.

4.2. Seller 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.