

RFP Responses and Clarifications Memorandum

To: Solicited Vendors for RFP 4052 published November 28, 2017, for the Mississippi Department of Information Technology Services (ITS)

From: Craig P. Orgeron, Ph.D.

Date: December 21, 2017

Subject: Responses to Questions Submitted and Clarifications to Specifications-Amendment #1

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RFP No. 4052 is hereby amended as follows:

1. Section VII, Item 7.3 is amended as follows:

7.3 Contractor shall respond by telephone within one (1) hour to requests for unscheduled remedial maintenance service, twenty-four (24) hours a day, seven (7) days a week and come on site ~~with the necessary parts~~ within four (4) hours from the point the call is made to service components deemed critical by Customer and within eight (8) hours from the point the call is made to service all other equipment. Should the Contractor fail to respond within such time, Contractor shall pay the Customer \$50.00 per hour for every hour of delay.

7.3.1 With respect to Vendor response times required by this Agreement, the State will take into consideration force majeure issues such as weather on a case by case basis and at its sole discretion, which consideration will not be unreasonably withheld.

7.3.2 With respect to spare parts maintained by the State, only those listed below are maintained on hand by the State; all others must be provided by the awarded Vendor:

Spare parts maintained by the State:

- a. Asset #0024668- Saturday- 7/22/17 @ Woolfolk - Richard Spurlock - Model : Edgestar, 4 RDR, MOTHERBOARD - Item : ESTAR004-MB - Serial: 651A1722103469
- b. Asset #0024667 - ISTAR-EX MAIN BOARD (GCM) - Item : STAREX-GCM - Serial: 651A1722000092 - REV: SQ
- c. ROHS, RM OUTPUT FINAL ASSEMBLY - Serial : 651A1723021098 - Item : AS0074-000 - REV:R0 - QTY:1
- d. ASSET #0024669 - ROBS, ACM II WITH RELAY KIT - Serial : 651A1723009500 - Item : STAR-ACM8-WA - QTY: 1

2. Section VII, Item 7.4 is amended as follows:

7.4 Contractor shall maintain in house the most frequently used supply replacement parts needed to service the equipment. Replacement parts will be new ~~and not used or refurbished~~ and will either be manufactured by and/or meet the minimum specifications established by the manufacturer of the equipment. Title to all replacement parts installed in the equipment will pass to the Customer at the time of replacement or installation.

7.4.1 With respect to the use of refurbished parts: the State will approve the usage of refurbished parts on a case by case basis and at its sole discretion.

7.4.2 With respect to equipment repairs mentioned in in this Agreement, the awarded Vendor must replace equipment or parts rendered obsolete by mutual agreement of the parties, at Vendor's expense not to exceed equivalent replacement.

3. Exhibit A, Section 2.3 is amended as follows:

2.3 Contractor shall respond by telephone within one (1) hour to requests for unscheduled remedial maintenance service, twenty-four (24) hours a day, seven (7) days a week and come on site with the necessary parts within four (4) hours from the point the call is made to service components deemed critical by Customer and within eight (8) hours from the point the call is made to service all other equipment. Should the Contractor fail to respond within such time, Contractor shall pay the Customer \$50.00 per hour for every hour of delay. With respect to Vendor response times required by this Agreement, the State will take into consideration force majeure events such as weather on a case by case basis at its sole discretion, which consideration will not be unreasonably withheld.

4. Exhibit A, Section 2.4 is amended as follows:

2.4 Contractor shall maintain in house the most frequently used supply replacement parts needed to service the equipment. Replacement parts will be new ~~and not used or refurbished~~ and will either be manufactured by and/or meet the minimum specifications established by the manufacturer of the equipment. Title to all replacement parts installed in the equipment will pass to the Customer at the time of replacement or installation. With respect to the use of refurbished parts: the State will approve the usage of refurbished parts on a case by case basis at its sole discretion. With respect to equipment repairs mentioned in in this Agreement, the awarded Vendor must replace equipment or parts rendered obsolete by mutual agreement of the parties, at Vendor's expense not to exceed equivalent replacement.

5. Section VII, Item 4, The Procurement Project Schedule, is amended as follows:

Task	Date
First Advertisement Date for RFP	11/28/17
Second Advertisement Date for RFP	12/05/17
Mandatory Vendor Conference and Site Visit	12/06/17
Deadline for Vendor's Written Questions	3:00 p.m. Central Time on 12/12/17
Deadline for Questions Answered and Posted	

to ITS Web Site	12/19/17 12/21/17
Open Proposals	01/03/18 01/05/18
Evaluation of Proposals	01/03/18-01/11/18 01/05/18-01/11/18
Contract Negotiation	01/12/18-01/17/18
Proposed Project Implementation Start-up	02/01/18

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 7.3: Can the requirement to response with necessary parts be adjusted to exclude the “with necessary parts”? Before diagnosing the problem, it is unlikely that the technician will automatically know exactly which parts to arrive with.

Response: See Amendments 1 and 3 above.

Question 2: Section 7.4: In the event of obsolete parts or no new parts available from the manufacturer, will refurbished parts will allowed?

Response: See Amendments 2 and 4 above.

Question 3: In Section 7.5 – There is no way to guarantee a time allotment that a problem will be repaired. There are too many outside elements that effect repair time such as parts availability (if it requires more than the allotment that the vendor keeps in stock), multiple trades to be involved, weather, wiring issues that are out of the control of the vendor, etc. We would like to know if the guaranteed time as well as the \$50 per hour fee to be removed.

Response: The State provides wiring as stipulated in the RFP. See Amendments 1 and 3 with respect to response times.

Question 4: Section 7.7: We would like a clause added that states that if the Customer adds equipment during the contract period, a price change will be allowed if Vendor is required to cover the added equipment under this scope.

Response: The State does not anticipate major changes other than adding racks in the State Data Center and less than ten cameras to the CCTV system, and considers these changes to be nominal and fully within the general scope of the support equipment and services to be provided. In the event the State does decide to make what it considers, in its sole discretion, to be major changes in scope, the State will negotiate the scope of a change order pursuant to the contract and in accordance with the Vendor’s proposed change order rate.

Question 5: General: We would like a statement added to the document that problems arising from structural changes to the building, acts of God, vandalism, and moves/adds/changes (anything other than basic repairs) are excluded from the scope.

Response: The State will take into consideration force majeure issues such as vandalism on a case by case basis and at its sole discretion, which consideration will not be unreasonably withheld. Any material or significant change to the Vendor's scope of equipment support and services necessitated by a force majeure event will be addressed by change order.

Question 6: General: We would like a statement added that when equipment becomes obsolete, Customer will be responsible for upgrading that equipment and will be responsible for the cost of the upgrade.

Response: See Amendments 2 and 4 above.

Question 7: General: We would like a statement added that additional licenses are excluded.

Response: With respect to Section IV, Item 30, the State agrees with excluding the cost of additional licenses.

Question 8: General: We would like a statement added that a Milestone CarePlus Agreement must be kept active at all times during contract period, and Customer will be billed separately at renewal times.

Response: The State agrees that Milestone CarePlus Agreement must be kept active. The Vendor is responsible for monitoring this and preventing lapse (including all costs to renew), as reseller.

Question 9: General: We would like a statement added that a C-Cure Software Support Agreement must be kept active at all times during contract period, and Customer will be billed separately at renewal times.

Response: The State agrees that C-Cure Software Support Agreement must be kept active. The Vendor is responsible for monitoring this and preventing lapse (including all costs to renew), as reseller.

Question 10: General: Can we specify what will and will not be kept as spare parts and what will be ordered on an as-needed basis.

Response: See Amendment 1 above.

Question 11: General: We would like a statement added that Customer will be responsible for providing aerial lifts when needed for repairs and our response time will not be effected/charged in the event that we are waiting on a lift to perform work.

Response: With respect to repairs in Section VII, Items 7.2 and 7.5, and Exhibit A, Section 2.5, the State rejects this request but will take aerial lift delays into consideration in meeting required response times.

Question 12: General: How long does the price need to be valid?

Response: The awarded Vendor must honor their pricing for the term of the contract. The responding vendors must honor their pricing for 90 days to provide the

State opportunity to conduct evaluations of proposals received. See RFP, Section IV, Item 24.

RFP responses are now due Friday, January 5, 2017, 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 Wallace Burns at 601-432-8238 or via email at wallace.burns@its.ms.gov.

cc: ITS Project File Number 43506