Instructions for Use Memorandum

To: ITS Customers Requesting the IT Hardware Express List (EPL) 3760

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

Date: February 13, 2015 *(Updated October 2, 2024)*

Re: Instructions for Use: IT Hardware EPL 3760

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1. **Introduction**

    1.1.   The IT Hardware EPL provides an economical, flexible mechanism for the acquisition of frequently requested, routine IT Hardware products and services.

    1.2.   The IT Hardware EPL is the result of a competitive procurement. ITS EPLs are multi-vendor awards that meet Mississippi requirements for legal purchases. IT hardware procurements made in accordance with this Instructions for Use Memorandum meet all Mississippi purchasing laws and requirements.

    1.3.   The IT Hardware EPL uses a Manufacturer-Sponsored Reseller Group model. Manufacturers propose product and pricing for specifically defined products/services in specified hardware categories and name which Sellers may resell their product 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.   Below are important links you may need when using the IT Hardware EPL.

EPL Main Page	ITS > Procurement > Express Products List
IT Hardware EPL Interactive	ITS > Procurement > Express Products List > Access the IT Hardware EPL Interactive
IT Hardware Instructions for Use	ITS > Procurement > Express Products List > Access the IT Hardware EPL Instructions and Archive
Procurement Handbook	ITS > Procurement > ITS Procurement Handbook
RFP 3760	ITS > Procurement > RFPs and Sole Sources > RFPs and Sole Sources Advertised (Enter "3760" in the search box)

1.5. ITS houses the following information on the IT Hardware EPL Interactive website (see table of links)

1.5.1. 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.

1.5.2. 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.

1.5.3. This "Instructions for Use" memorandum, EPL Minimum Specifications, and the EPL Purchase Agreement.

1.6. The IT Hardware EPL is governed under Procurement Instruments: Express Products Lists (EPLs) in the ITS Procurement Handbook (Chapter 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. Leveraging State Technology Resources

2.1. ITS statute, House Bill 1450, Section 3. Section 25-53-5, Mississippi Code of 1972 Amended, article (t) requires that ITS, manage one or more State Data Centers to provide information technology services on a cost-sharing basis to all State agencies. This is done in an effort to promote consolidation and cooperation in the acquisition of technology infrastructure for State government and that ITS acquires and operates the information technology necessary to provide services to the State agencies in a manner that maximizes efficiency and economy. Budgetary constraints require us to assess how we do business and to consider Mississippi State government as one enterprise, and where possible, build a technology infrastructure once, to be used by many.

2.2. Customers are encouraged to explore existing State resources, including those available at the State Data Center, in an effort to effectively share resources and leverage the State's investments in technology.

2.3. Customers may use off-site backup but are encouraged to consider the benefits of the ITS Data Center that offers storage and is staffed 24 x 7 x 365 days a year.

2.4. Prior to purchasing high-end storage items, customers are highly encouraged to consider off-site backup solutions as well as storage opportunities offered by ITS.

2.5. ITS reserves the right to limit the use of this EPL to our customers, particularly agencies, due to legislation or to ensure more effective use of the State Data Center.

3. EPL Effective Dates

The IT Hardware EPL will be valid from the signature date of this memo until terminated by ITS with thirty (30) calendar days prior notice provided to all Sellers or until all warranties provided by Seller to Purchaser have expired, whichever occurs last.

4.   **Who May Use**

4.1.   This EPL may be used by Mississippi agencies, universities, community/junior colleges and governing authorities (cities, counties, school districts, etc.).

4.2.   Any entity using this EPL must abide by the instructions in this memorandum even if that entity is not under ITS purview.

4.3.   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.

5.   **Dollar Limitations of Use**

5.1.   The purchase limit is $200,000 per project per fiscal year (July – June) for the use of the IT Hardware EPL without additional approval from ITS.

5.2.   For K-12 Schools, the dollar limitation is interpreted by ITS to be $200,000 per project per school or campus per fiscal year with a maximum dollar limitation of $1,000,000 per school district per fiscal year for a project that spans multiple schools within the district.

5.3.   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, Chapter 013-080.

6.   **Scope of the IT Hardware EPL**

6.1.   The IT Hardware EPL 3760 provides for quick purchasing of various hardware products including related installation services. The EPL covers the following hardware categories:

- Desktop and mobile-based computers
- Engineering and GIS-level workstations
- Desktop monitors
- Projectors
- Interactive devices such as whiteboards
- Large displays
- Servers
- Storage
- UPS devices
- Racks
- Switches
- Wireless components
- Thin client systems
- Video conferencing equipment
- Audio visual components

6.2.   Effective May 1, 2021, DFA assumed purview of all printers and multi-function devices, ITS ceased conducting printer solicitations and removed printers from the IT Hardware EPL 3760.

Please contact DFA: Office of Purchasing, Travel, and Fleet Management regarding any additional questions about purchasing these categories of products.

6.3. This EPL is not a procurement instrument for software. Only those products necessary to run and/or manage the product may be proposed. All application software and server operating systems are excluded.

6.3.1. All Desktop-based and Mobile-based Computers are required to have the Operating System included with the system.

6.3.2. Network Operating System software for the Server is not included on the IT Hardware EPL 3760. ITS recommends that you use the Microsoft EPL or the NASPO SVAR EPL (Novell, IBM, Citrix, and other software) for your purchase.

6.4. This EPL does not serve as an instrument to procure services. Only those services procured at the same time as the purchase of the equipment are allowed. These types of services include training on the use of the product, upgraded warranties, and installation. Examples of exclusions include instruction/professional development as it applies to applications, ongoing maintenance, and design consulting.

6.4.1. Installation is available for IT Hardware 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.

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

7. Preparing Specifications

7.1. In general, when soliciting quotations from EPL sellers, specifications must be competitive and open and not name a specific product or manufacturer. The ITS Procurement Handbook, Chapter 10: Rule 210.4: 019-030, provides guidance on when it is appropriate to issue brand specific specifications. The ITS Hardware EPL 3760 does permit the issuance of brand specific specifications under the following conditions:

7.1.1. There are multiple resellers listed on EPL 3760 who can provide the requested acquisition.

7.1.2. Justification for issuing the brand specific solicitation is well-documented on the Justification for Brand Specification Request Form available on the ITS website and kept with your purchase/audit file. *Note: It is not necessary to submit this form to ITS for EPL 3760 purchases unless you are using the ITS Planned Purchase Procedure.*

7.2. Entities using the IT Hardware 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.

7.3.   Verify the system requirements for your purchase.   Describe your existing equipment and software in your solicitation.

7.4.   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.

8.   Solicit Quotations and Evaluate Seller Offerings for Lowest and Best

8.1.   Once your technical specifications are developed, solicit quotations from two or more EPL sellers. If you are utilizing the EPL Planned Purchase Procedure, and your purchase is over $1,000,000, you must solicit quotations from a minimum of three EPL sellers and ITS Board approval will be required.

8.2.   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.

8.3.   It is your responsibility to evaluate and choose the products and services that best meet your needs.

8.4.   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 IT Hardware EPL.

   8.4.1.   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.

   8.4.2.   Carefully compare any quotation provided by a seller to what is actually on the manufacturer's EPL website.

      8.4.2.1.   Verify that the items proposed are available on the current price list posted on the Manufacturer's EPL website.

      8.4.2.2.   Verify that pricing proposed is less than or equal to the price posted.

   8.4.3.   All quotations must adhere to the following:

      8.4.3.1.   A reference to EPL 3760 must be printed on the quotation.

      8.4.3.2.   All components must be from the same Manufacturer. Coordinate your purchase in conjunction with other ITS EPLs such as the Cabling EPL, the Microsoft EPL, and the NASPO SVAR EPL for an effective solution.

      8.4.3.3.   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 purchase order as EPL items.

    8.4.3.4. All components must be a separate line item and must provide the following:

        8.4.3.4.1. Manufacturer's part number

        8.4.3.4.2. Description

        8.4.3.4.3. Item cost

8.4.4. Select the lowest cost quotation that meets your technical specifications.

    8.4.4.1. Quotations that do not meet your technical specifications may be eliminated from further consideration.

    8.4.4.2. Quotations for the same equipment must be identical in terms of configuration and quantities purchased.

    8.4.4.3. If the two quotations are identical, you must select the quotation with the lowest cost.

8.4.5. 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.

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

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

    8.4.6.2. 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.

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

9. Place Your Order

9.1. Check the IT Hardware EPL Interactive for any changes to the approved lists for manufacturers and sellers.

9.2. 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.

9.3.   Place IT Hardware EPL orders directly with the approved EPL seller.

9.4.   Issue appropriate purchase order(s).

    9.4.1.   Reference RFP Number 3760 – IT HARDWARE EPL on your purchase order together with the seller's contract number, which appears on the seller's information page.

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

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

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

    10.1.1.   The Contract Number is provided on the Reseller Group's EPL Interactive page. ex. MAGIC Contract Number - 8500000xxx

    10.1.2.   The Supplier Number is provided on each Seller's EPL Interactive page. ex. MAGIC supplier Number - 3100020xxx

10.2.   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 IT Hardware EPL.

NIGP Code:	EPL Category:	NIGP Product Description
20453	Desktop-based Computers	Microcomputers, Desktop or Tower-based
20454	Mobile-based Computers	Microcomputers, Handheld, Laptop, and Notebook
20496	Engineering and GIS-Level Workstations	Workstations: SPARC, RISC, etc. (For Use With CAD/CAM, etc.)
20460	• Desktop Monitors • Large Displays	Monitors, Color and Monochrome (CGA, VGA, SVGA, etc.)
20775	• Projectors • Interactive Devices (whiteboards, voting devices, displays)	Projection Devices and Accessories: Interactive Conferencing Boards, LCD, Pads, Panels, etc.
20491	Servers	Servers, Microcomputer (Application, Database, File, Mail, Network, Web, etc.)
20689	Storage	Mini & Mainframe Computers, Storage Devices, Electronic
28754	UPS	Power Supplies, Computer Room

NIGP Code:	EPL Category:	NIGP Product Description
20687	• Racks • Switches • Wireless Components	Network Components: Adapter Cards, Bridges, Connectors, Expansion Modules/Ports, Firewall Devices, Hubs, Line Drivers, MSAUs, Routers, Transceivers, etc.
20493	Thin Client Systems	Terminals and CRTs: Data Processing Systems
84056	Video Conferencing Equipment	Teleconference Systems, Audio/Video (To Include Video on Demand Systems)
84055	Audio Visual Components	Switchers, Audio and Video
20880	Software*	Software, Microcomputer (Not otherwise Classified)
92047	Hardware Maintenance and Warranty	Support Services, Computer (Includes Computer Warranties)
92031	Hourly Rate for Basic Installation Services	Installation of Computers, Peripherals, and Related Equipment (Including Software)
95877	Hourly Rate for Project Manager/ Engineer/ Advanced Technical	Project Management Services
96182	Hourly Rate for Travel	Transportation Services (Not Otherwise Classified)

*Manufacturers are only allowed to propose software needed to manage or run the hardware. All application software is excluded as is the server operating system. These exclusions are detailed in Section IX: Technical Specifications of RFP 3760.

10.3. The following must be uploaded to MAGIC for EPL 3760 purchases as attachments to your Purchase Order:

10.3.1. Quotations from a minimum of two sellers (three if over $1,000,000). If evaluation activities result in the elimination of multiple quotations and only one seller quotation remains valid, you must either:

10.3.1.1. Solicit additional quotations, or

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

10.3.2. 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.

10.3.3. A copy of this Instructions for Use Memorandum.

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10.3.4. 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.

10.3.5. 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.

11. EPL Audit Integrity

11.1. 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.

11.2. What Goes in Your Purchase/Audit File?

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

11.2.1. A copy of the purchase order

11.2.2. The manufacturer's page from the ITS "IT Hardware EPL Interactive" website.

11.2.3. The seller's page from the ITS "IT Hardware EPL Interactive" website. Note that this page also includes the seller's EPL Contract Number.

11.2.4. 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.

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

11.2.6. A copy of all quotes received.

11.2.7. A copy of this Instructions for Use Memorandum.

11.2.8. If brand specific solicitations were issued, a completed Justification for Brand Specification Request form signed by the Agency Head/Public Institution CIO or their Designee.

11.2.9. 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.

11.2.10.   Any additional project-related documentation or justification.

12.   Hourly Rates

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

12.1.1.   Sellers propose hourly rates based upon standard business hours of 8x5, Monday – Friday, excluding holidays.

12.1.2.   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.

12.2.   Hourly Rates for Travel

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

12.2.2.   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:

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

12.2.2.2. Is the estimate per person or per vehicle?

13.   Contracts and Additional Considerations

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

13.2.   Returning Defective Product to Seller:

13.2.1.   The EPL Purchase Agreement provides in Articles 7.7 through 7.9 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 EPL Purchase 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 Articles 7.7 through 7.9 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.

13.4. Items ordered in conjunction with your EPL purchase that are not shown as line items on the EPL and are not part of a substitution within the EPL guidelines must be purchased using alternative procurement methods. For example, if non-EPL software is ordered with your desktop, or you upgraded the memory beyond the EPL line items, you may not use the EPL as your authority during an audit for these items. Your authority for purchasing these items would need to be based on other public purchasing mechanisms, with accompanying documentation for your audit trail. Non-EPL items should not be listed on the same purchase order as EPL items.

14. **To Report Problems or Request Assistance**

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:

14.1.1. e-mail: isshelp@its.ms.gov

14.1.2. FAX: (601) 713-6380

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

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

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.

This document is located on the ITS' website under IT Hardware EPL Instructions and Archive. The link has been provided at the beginning of this document.