**PSVC Solicitation Template - Lowest and Best**

EPL Customers wishing to solicit vendors on the ITS PSVC EPL must follow the template beginning on the next page. Customers should make a copy of the template and modify it to fit their needs.

The Solicitation Workbook, available on the [ITS website](https://www.its.ms.gov/procurement/Customer-Lead-EPL-Solicitations) provides specific instructions and additional information about using this template.

**PSVC EPL Lowest and Best Solicitation**

**for**

Click here to enter Customer name

1. **GENERAL OVERVIEW AND BACKGROUND**

Click here to begin typing

1. **PSVC EPL Categories solicited**
	1. This Solicitation is for the following PSVC EPL categories:

[ ]  Body Worn Cameras

[ ]  Dashboard Cameras

[ ]  License Plate Readers

[ ]  Two-Way Radio Systems

[ ]  Surveillance Units

[ ]  Software, Equipment, and related Support Services

[ ]  Security Cameras and Access Control Systems

* 1. Brand Specification Justification

[ ]  Brand Specification Form Attached

It is understood that the State expects this solicitation to include the salient characteristics of the products and/or services being requested. Provided this information, vendors may propose products and/or services deemed equivalent to the brand specified for consideration.

1. **PROJECT SCHEDULE**

|  |  |
| --- | --- |
| **Task** | **Date** |
| Release of Solicitation | Click to enter date |
| Vendor Conference/Walkthrough  | Click to enter date |
| Deadline for Vendors’ Written Questions | Click to enter date |
| Date Responses to Vendors’ Written Questions will be Distributed to the Pool | Click to enter date |
| Proposals Due | Click to enter date Click to enter time Central Time |
| Proposal Evaluation and Award | Click to enter date  |

1. **STATEMENTS OF UNDERSTANDING**
	1. Certain items in this solicitation are marked **MANDATORY**. Proposals submitted that do not meet a mandatory requirement are subject to immediate disqualification.
	2. Attendance at the Vendor Conference/Walkthrough on Click to enter date is <OPTIONAL/MANDATORY> for any Vendor who intends to submit a response.
	3. Only Vendors who have a valid Purchase Agreement on file at the Mississippi Department of Information Technology Services and are published members of the PSV&C Vendor Pool as of the release date of this Solicitation are qualified to submit a response to this solicitation.
	4. From the issue date of this solicitation until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this solicitation with any elected official, public officer or employee, member of the legislature or legislative employee except as noted herein. **Vendors failing to comply with this requirement will be subject to disqualification.**
		1. To ensure equal treatment for each responding Vendor, all questions regarding this solicitation must be submitted in writing to the contact person for the selection process, no later than the last date for accepting responding Vendor questions provided in the project schedule above. All such questions will be answered officially in writing. All such questions and answers will become addenda to this solicitation with answers distributed to all vendors in the pool.
		2. Vendor may consult with official representatives as designated by the contact person identified below in response to customer-initiated inquiries. Vendor may consult with entity representatives during scheduled oral presentations and demonstrations excluding site visits.
	5. The contact person for the selection process is:
		1. Enter contact person's name
		2. Enter contact person's email address
		3. Enter contact person's physical address
		4. Enter contact person's phone number
	6. Customer will not evaluate any proposals until the proposal due date and time have passed.
	7. Once all proposals have been evaluated and a winner identified, the Customer will notify via email all vendors who submitted a proposal which vendor was awarded.
	8. Vendor must be aware that the Customer reserves the right to award this project to one or more Vendors.
	9. Vendor must be aware that the Customer reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the Customer believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity.
	10. Vendor must be aware that the specifications detailed below are minimum requirements. Should Vendor choose to exceed the requirements, Vendor must indicate in what manner the requirements are exceeded.
	11. All specifications listed in this document are intended to be open and competitive. Vendors are encouraged to question any specification that appears to be closed and/or restricts competition.
	12. The Customer is under the impression that Vendors have read and agree to all items in this solicitation. Vendors should take exception to items to which they disagree. Instructions for taking exceptions are detailed in section 14 “Proposal Exceptions”.
	13. By responding to this solicitation vendor acknowledges that it will comply with all requirements listed herein. Subject to acceptance by the customer, the Vendor acknowledges that by submitting a proposal, the Vendor is contractually obligated to comply with all items in this solicitation.
	14. By responding to this solicitation Vendor acknowledges that Vendor is responding to this solicitation in accordance with, and is bound to, the requirements listed in ITS RFP No. 4599, Vendor’s response to RFP No. 4599, and the associated Purchase Agreement executed with ITS.
	15. Vendor must be aware that Customer reserves the right to make additional purchases at the proposed prices for a six (6) month period.
2. **RESPONSE INSTRUCTIONS**
	1. Proposing vendors must fully respond to each requirement by explicitly describing the manner and degree to which the proposed solution meets or exceeds the specifications.
		1. Vendor must respond with “WILL COMPLY” to all specifications in the solicitation. “WILL COMPLY” indicates that the Vendor can and will adhere to the specification. This response specifies that a Vendor or Vendor’s proposed solution must comply with a specific item or must perform a certain task.
		2. If the Vendor cannot respond with “WILL COMPLY”, then the Vendor must respond with “EXCEPTION.” (See instructions in Item 14 regarding proposal exceptions.)
		3. Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested in addition to “WILL COMPLY”.
	2. Vendor must clearly identify all costs associated with each individual item proposed to include all hardware, software, services, training, maintenance, and support for the proposed solution.
	3. If any component(s) necessary for operation of the requested system is omitted from Vendor’s proposal, Vendor must be willing to provide the component(s) at no additional cost. This includes anything necessary to render the configuration fully operational.
	4. Vendor must submit a response to Enter contact person's name no later than Click to enter date Click to enter time Central Time**.** Responses may be delivered by hand, via regular mail, overnight delivery, e-mail, or by fax. Fax number is Enter Customer's Fax number. Customer WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF PROPOSALS. It is solely the responsibility of the Contractor that proposals are delivered on time. Proposals received after the deadline will be rejected.
3. **FUNCTIONAL/TECHNICAL SPECIFICATIONS**
	1. Describe what you need the solution to accomplish.
	2. List all requirements of the requested solution. Each requirement should have it's own item number. Refer to the Solicitation Workbook for suggested requirements.
	3. Describe any professional services you need.
	4. Proposed equipment must be new from the manufacturer and qualify for warranty and maintenance services.
	5. Vendor’s proposal must be able to interface with the following equipment:
		1. Enter information about the current environment
	6. Vendor must provide pricing for the following equipment. Vendor must detail (by part number and/or description) any items that are functionally equivalent and substituted for the item listed in the table below.

|  |  |
| --- | --- |
| Quantity | Description |
|  |  |
|  |  |

1. **DELIVERY AND INSTALLATION**
	1. Vendor must describe the delivery and installation approach and plan.
	2. Hardware and software should be delivered to Enter address where procured items are to be shipped on or before Click to enter date.
	3. Freight is FOB destination. No itemized shipping charges will be accepted.
	4. Vendor must provide all technical specifications and manuals (documentation) at the point of sale.
	5. Vendor must provide not-to-exceed cost for installation on Attachment A: Cost Information Form. Installation will include unpacking, setup, physical installation of the equipment, installation of peripherals, and meeting with to verify installation requirements.
	6. Vendor must indicate if Vendor personnel or manufacturer personnel will provide the installation.
		1. If Vendor personnel, Vendor must provide documentation substantiating authorization to provide installation.
2. **CLOUD AND OFFSITE HOSTING REQUIREMENTS**

*Note to Customer: Enter any applicable requirements regarding storage, transmission, and hosting of data here. If there are no applicable requirements, delete this note and the section header. See the Solicitation Workbook for more information.*

1. **TRAINING**
	1. Vendor must propose whatever training is recommended to utilize the proposed equipment or solution. A detailed description of the training including course/class content, duration, number of staff/size of class, and location of the training must be included with Vendor’s response. Costs associated with training must be included in Attachment A, Cost Information Form, as a separate line item.
	2. Vendor must indicate if Vendor personnel or third-party personnel will provide the training. If third party personnel will provide the training, Vendor must submit documentation substantiating authorization of the third party to provide the training. If Vendor personnel will provide the training, Vendor must submit documentation substantiating authorization to provide training if the Vendor is not the manufacturer/developer of the proposed item.
2. **WARRANTY/MAINTENANCE**
	1. Warranty
		1. Vendors must state the warranty period for each item proposed, during which time maintenance need not be paid.
		2. Warranty for hardware and equipment must include at a minimum parts and labor.
		3. Vendors must detail what is included in the standard warranty for each item proposed.
		4. Vendor must state if warranty is on-site or depot for each item proposed.
			1. If depot, Vendor must indicate maximum turnaround time from shipment of hardware.
			2. If on-site, when the Vendor receives an initial service call on products, who makes the initial on-site call? Does it depend on the client location?
			3. If on-site, then Vendor must provide details on how a call is initiated and all steps involved in getting the item repaired.
		5. Vendor must indicate what the response time will be for responding to the initial call, coming on-site, and providing a resolution. This detail must include an average response time as well as a not-to-exceed timeframe for each type of response.
		6. Vendor must specify escalation procedures should a warranty call not be handled satisfactorily.
	2. Maintenance
		1. Responding Vendor must explain whether he is the named manufacturer and will be supplying the maintenance services directly or whether he is a third-party reseller selling the maintenance services on behalf of the manufacturer.
		2. Responding Vendor must propose fixed pricing for one year of maintenance following expiration of the warranty period. Vendor must provide all details of the maintenance/support and all associated costs.
3. **VENDOR QUALIFICATIONS**
	1. Vendor must state qualifications to include organization of the company, number of years in business, number of years products/services of similar scope/size to this project have been sold, partnerships, etc.
4. **SCORING METHODOLOGY**
	1. An Evaluation Team will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals.
		1. Each category included in the scoring mechanism is assigned a weight between one and 100.
		2. The sum of all categories equals 100 possible points.
		3. For the evaluation of this solicitation, the Evaluation Team will use the following categories and possible points:

|  |  |
| --- | --- |
| **Category** | **Possible Points** |
| **Non-Cost Categories:** |  |
|  |  |
|  |  |
|  |  |
| **Total Non-Cost Points** |  |
| **Cost Categories:** |  |
|  |  |
|  |  |
| **Total Cost Points** |  |
| **Maximum Possible Points** | **100** |

* 1. The evaluation will be conducted as follows:
		1. Validation – Selection of Responsive/Valid Proposals – Each proposal will be reviewed to determine if it is sufficiently responsive to the requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this solicitation including, but not limited to; content, organization/format, Vendor experience, and mandatory requirements (if applicable). No evaluation points will be awarded in this stage. Failure to submit a complete proposal may result in rejection of the proposal.
		2. Non-cost Evaluation (all requirements excluding cost)

Non-cost categories and possible point values are as follows:

| **Non-Cost Category** | **Possible Points** |
| --- | --- |
|  |  |
|  |  |
|  |  |
|  |  |
| **Maximum Possible Points** |  |

* + - 1. Non-cost categories will be scored on a 10-point scale Proposals receiving fewer than 80% of the total points allocated for the non-cost categories will be eliminated from further consideration.
		1. Cost Evaluation
			1. Points will be assigned using the following formula:

[1 – {(B-A)/A}] \* n

Where:

A = Total lifecycle cost of lowest valid proposal

B = Total lifecycle cost of proposal being scored

n = Maximum number of points allocated to cost for this acquisition

In simpler terms, lowest price gets a perfect score. A proposal that is 20% more expensive than the lowest priced offering gets 20% fewer points.

* + - 1. When the above formula would result in a negative cost score (i.e. the lifecycle cost of the proposal being scored is more than twice that of the lowest valid proposal), the cost score is set to zero, rather than deducting points from the Vendor's score.
			2. If optional items are included in this solicitation, they will be evaluated as part of cost scoring as if they were non-optional. Pricing for optional items will also be included in any total lifecycle cost calculations.
			3. Cost categories and maximum point values are as follows:

| **Cost Category** | **Possible Points** |
| --- | --- |
| Lifecycle Cost |  |
|  |  |
| **Maximum Possible Points** |  |

* + 1. Selection of the Successful Vendor
			1. Final Quantitative Evaluation - Following any requested clarifications or Best and Final Offers (BAFOS), the Evaluation Team will re-evaluate any technical/functional scores as necessary. The technical/functional and cost scores will then be combined to determine the Vendor’s final score.
1. **REFERENCES**
	1. Vendor must provide at least Enter the number of references required references. A form for providing reference information is attached as Attachment B. References must be from completed and/or substantially completed jobs that closely match this request. Reference information must include, at a minimum:
		1. Entity;
		2. Supervisor’s name;
		3. Supervisor’s telephone number;
		4. Supervisor’s e-mail address;
		5. Length of Project; and
		6. Brief Description of Project to include Vendor’s specific role in the project.
	2. The Customer reserves the right to request information about the Vendor from any previous customer of the Vendor of whom they are aware even if that customer is not included in the Vendor’s list of references, and to utilize such information in the evaluation of the Vendor's proposal.
	3. Any of the following may subject the Vendor’s proposal to being rated unfavorably relative to these criteria or removed from further consideration, at the Customer’s sole discretion:
		1. Failure to provide reference information in the manner described.
		2. Inability of the Customer to substantiate minimum experience or other requirements from the references provided.
		3. Non-responsiveness of references to attempts to contact them; or
		4. Unfavorable references that raise serious concerns about material risks to the Customer in contracting with the Vendor for the proposed products or services.
2. **PROPOSAL EXCEPTIONS**
	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:
		1. The specification is not a matter of State law;
		2. The proposal still meets the intent of the procurement;
		3. A *Proposal Exception Summary Form* (Attachment C) is included with Vendor’s proposal; and
		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. 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:
		1. The Vendor will withdraw the exception and meet the specification in the manner prescribed;
		2. 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. Customer and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or,
		4. None of the above actions is possible, and Customer either disqualifies the Vendor’s proposal or withdraws the award and proceeds to the next ranked Vendor.
	4. Should Customer and the Vendor reach a successful agreement, 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 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 Customer's 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 disqualification of their proposals.
	7. For Vendors who have successfully negotiated a contract with Customer in the past, Customer requests that, prior to taking any exceptions to this solicitation, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to Customer or participated in contract negotiations with Customer on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.
3. **CLARIFICATIONS, BAFOS AND DEMONSTRATIONS**
	1. Clarifications

 Customer reserves the right to request additional information or clarification of a Vendor’s proposal at any time during the evaluation process. The Vendor’s cooperation during the evaluation process in providing Customer with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor’s overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at the State’s discretion, result in the disqualification of the Vendor’s proposal.

* + 1. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of Customer.
		2. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
		3. A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.
		4. Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.
		5. Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
		6. The Vendor must follow procedures outlined herein for submitting updates and clarifications.
		7. The Vendor must submit a statement outlining the circumstances for the clarification.
		8. The Vendor must submit unsolicited clarifications via email in the same manner as detailed above.
		9. The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact reference to section and outline point).
	1. Best and Final Offer (BAFO)

The State reserves the right to issue BAFOs to any and all responding Vendors at any time during the evaluation process. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the State that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.

* 1. Demonstrations and Interviews
		1. At the discretion of the State, evaluators may request interviews, presentations, demonstrations, or discussions with any and all Vendors for the purpose of clarification or amplification of Vendor’s strategy and approach and any other information presented in any part of the proposal.
		2. If requested, Vendors must be prepared to make demonstrations (on-site or virtual, at the sole discretion of the State) of proposal clarifications to the evaluation team and its affiliates within seven calendar days of notification. Each presentation must be made by the project manager being proposed by the Vendor to oversee implementation of this project.
		3. Proposed key team members must be present at the demonstration. The evaluation team reserves the right to interview the proposed key team members during these demonstrations or discussions.
		4. Although demonstrations may be requested, the demonstration will not be allowed in lieu of a written proposal.

**ATTACHMENT A**

**COST INFORMATION FORM**

Please submit all unit and extended costs, as well as all required supporting details and other requested information, using the format below. Vendor may add additional rows as needed to substantiate their entire offering and must include pricing for all requirements in this solicitation to make the Vendor’s proposed solution fully functional.  Failure to list all costs required to render the proposed solution fully functional may result in the Vendor providing those products or services at no charge or face disqualification.

|  |  |  |  |
| --- | --- | --- | --- |
| **Company Name:** |  | **Date:** |  |
| **Contact Name:** |  | **Phone #:** |  |
| **Contact E-mail:** |  |  |  |

| **MFG** | **MFG Model Number** | **DESCRIPTION** | **QTY** | **UNIT COST** | **EXTENDED COST** |
| --- | --- | --- | --- | --- | --- |
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| --- | --- |
| **Mark-up/discount off manufacturer list-price:** |  |

If any of the items below are included in Vendor’s proposal they must be detailed below.

|  |  |
| --- | --- |
| **Warranty:** |  |
| **Installation: \*** |  |
| **Maintenance:** |  |
| **Training:** |  |
| **Software Licensing:** |  |
| **Subscriptions** |  |
| **System Set-Up & Configuration:** |  |

*\*If Vendor travel is necessary to meet the requirements of the solicitation, the Vendor should propose fully loaded costs including travel*

**Total Cost of Vendor’s Proposed Solution: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ATTACHMENT B**

**REFERENCE INFORMATION FORM**

The information provided below will be used to contact references.

|  |  |
| --- | --- |
| Entity |  |
| Supervisor’s Name |  |
| Supervisor’s Title |  |
| Supervisor’s Telephone # |  |
| Supervisor’s E-Mail Address |  |
| Length of Project |  |
| Brief Description of Project |  |

|  |  |
| --- | --- |
| Entity |  |
| Supervisor’s Name |  |
| Supervisor’s Title |  |
| Supervisor’s Telephone # |  |
| Supervisor’s E-Mail Address |  |
| Length of Project |  |
| Brief Description of Project |  |

|  |  |
| --- | --- |
| Entity |  |
| Supervisor’s Name |  |
| Supervisor’s Title |  |
| Supervisor’s Telephone # |  |
| Supervisor’s E-Mail Address |  |
| Length of Project |  |
| Brief Description of Project |  |

## ATTACHMENT C

## PROPOSAL EXCEPTION SUMMARY FORM

|  |  |  |  |
| --- | --- | --- | --- |
| **Solicitation** | **Vendor Proposal Reference** | **Brief Explanation of Exception** | **Customer Acceptance** |
| (Reference specific outline point to which exception is taken) | (Page, section, items in Vendor’s proposal where exception is explained) | (Short description of exception being made) | (Sign here only if accepted) |
|  |  |  |  |
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