



## **The State of Utah**

Department of Administrative Services

Division of Purchasing and General Services

In conjunction with



## **Request for Proposal**

Utah Solicitation Number # CJ18012

**Wireless Data, Voice, and Accessories**

August 13, 2018



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## RFP Administrative Information

RFP Title:	Next Generation Wireless
RFP Project Description: (See Section 1.1)	The State of Utah in conjunction with NASPO ValuePoint, is seeking Contractor(s) to provide Wireless Data, Voice and Accessories.
RFP Lead: (See Section 1.2)	<b>Christopher T. Jennings</b> State of Utah, Division of Purchasing and General Services 3150 State Office Building, Capitol Hill Salt Lake City, Utah 84114 ctjennings@utah.gov 801-538-3157
Submit electronically via Utah Public Procurement Place: (See Section 2.10)	Electronic Submission: <a href="#">Utah Public Procurement Place</a>
Pre-Proposal Conference:  Pre-Proposal Conference Location: By Video/Phone. Event will be recorded and posted to the posting as an addendum (See Section 2.3)	<b>NASPO ValuePoint Wireless Data, Voice, and Accessories Pre-Proposal Conference</b> Wed, Sep 5, 2018 10:00 AM - 12:00 PM MDT  <b>Please join my meeting from your computer, tablet or smartphone.</b> <a href="https://global.gotomeeting.com/join/581760645">https://global.gotomeeting.com/join/581760645</a>  <b>You can also dial in using your phone.</b> United States (Toll Free): 1 866 899 4679 United States: +1 (669) 224-3318  <b>Access Code: 581-760-645</b>  <b>Joining from a video-conferencing room or system?</b> Dial: 67.217.95.2##581760645 Cisco devices: <a href="https://link.gotomeeting.com/system-check">581760645@67.217.95.2</a>  First GoToMeeting? Let's do a quick system check: <a href="https://link.gotomeeting.com/system-check">https://link.gotomeeting.com/system-check</a>
Deadline To Receive Questions: (See Sections 1.3 and 2.1)	September 17, 2018 at 5 P.M. Mountain Time
Question & Answers: (See Section 2.1)	All questions, including those about Terms and Conditions, must be submitted through the Utah Public Procurement Place (SciQuest). Question must be submitted by the question deadline date
RFP Closing Date: (See Section 1.3)	September 25, 2018
RFP Closing Time: (See Section 1.3)	2 P.M. Mountain Time

Initial Term of Contract and Renewals:  
(See Attachment A, Section 3)

The initial term of the Contract will be five (5) years with the ability to extend up to five (5) additional years. Upon mutual agreement, the contract may be extended or amended.

**TAKE NOTE OF THE NASPO VALUEPOINT ADMINISTRATIVE FEE DETAILED IN SECTION 6 OF THE NASPO VALUEPOINT STANDARD TERMS AND CONDITIONS, WHICH MUST BE INCORPORATED INTO YOUR BASE PRICE. OTHER STATES MAY NEGOTIATE ADDITIONAL ADMINISTRATIVE FEES IN THEIR PARTICIPATING ADDENDA FOLLOWING AWARD OF A MASTER AGREEMENT.**

**REQUEST FOR PROPOSAL**  
**Wireless Data, Voice, and Accessories**  
**Solicitation # CJ18012**

## **Section 1: NASPO ValuePoint Solicitation - General Information**

### **1.1. Purpose**

The State of Utah Division of Purchasing and General Services (“Lead State”) is requesting proposals for Next Generation Cellular Services in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposal (RFP) is to establish Master Agreements with qualified Offerors to provide Cellular Voice, Data and Accessories for all Participating States. The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual chief procurement official and compliance with local statutory and regulatory provisions. The initial term of the master agreement shall be 5 (Five) years with renewal provisions for an additional 5 (Five) as outlined in Section 3 of the NASPO ValuePoint Master Terms and conditions (Attachment A).

It is anticipated that this RFP may result in Master Agreement awards to multiple contractors.

This RFP is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with state requirements.

This will be a replacement for expiring contracts, Master Agreement # 1907 for the State of Nevada and NASPO ValuePoint.

### **1.2. Lead State, Solicitation Number and Lead State Contract Administrator**

The State of Utah, Division of Purchasing and General Services (the “Lead State”) is the Lead State and issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation # CJ18012. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

The Lead State Contract Administrator identified below is the Single Point of Contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement. The Lead State Contract Administrator designated by the State of Utah, Division of Purchasing and General Services is:

Christopher T. Jennings, J.D.  
State Contract Analyst  
State of Utah  
Division of Purchasing and General Services  
3150 State Office Building, Capitol Hill  
Salt Lake City, Utah 84114  
ctjennings@utah.gov  
801-538-3157

### 1.3 Schedule of Events

Solicitation Release:	August 13, 2018
Pre-Proposal Conference:	August 30, 2018
Question Deadline:	September 17, 2018 at 5 P.M. Mountain Time
Closing Date and Time:	September 25, 2018 at 2 P.M. Mountain Time
Anticipated Award Date:	TBD

All times are Mountain Time (MT) unless indicated otherwise.

### 1.4. Definitions

The following definitions apply to this solicitation. Attachment A also contains definitions of terms used in this solicitation and the NASPO ValuePoint Master Agreement terms and conditions.

**Lead State** means the State conducting this cooperative procurement, evaluation, and award.

**Offeror** means the company or firm who submits a proposal in response to this Request for Proposal.

**Proposer** has the same meaning as Offeror.

**Proposal** means the official written response submitted by an Offeror in response to this Request for Proposal.

**Request for Proposal or "RFP"** means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.

### **1.5. NASPO ValuePoint Background Information**

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites [www.naspovaluepoint.org](http://www.naspovaluepoint.org) and [www.naspo.org](http://www.naspo.org).

### **1.6. Participating States**

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement: Alabama, Alaska, Arizona, Colorado, Connecticut, Hawaii, Idaho, Illinois, Louisiana, Maine, Maryland, Missouri, Montana, Nevada, New Jersey, New Mexico, North Dakota, Oregon, South Dakota, Utah, Vermont, and Washington. Other entities may become Participating Entities after award of the Master Agreement. Some States may have included special or unique terms and conditions for their state that will govern their state Participating Addendum. These terms and conditions are being provided as a courtesy to proposers to indicate which additional terms and conditions may be incorporated into the state Participating Addendum after award of the Master Agreement. The Lead State will not address questions or concerns or negotiate **other States'** terms and conditions. The Participating States shall negotiate these terms and conditions directly with the supplier. State-specific terms and conditions are included in Attachment P.

### **1.7. Anticipated Usage**

Attachment O contains the historical usage data from the previous contract and anticipated usage from additional states who have indicated an interest in participating. No minimum or maximum level of sales volume is guaranteed or implied.





## **Section 2: Solicitation Requirements, Information and Instructions to Offerors**

### **2.1 RFP Question and Answer Process**

All questions, including those about Terms and Conditions, must be submitted through the Q&A Board on posting #CJ18012 on the Utah Public Procurement Place. Questions must be submitted by the question deadline date and time shown in Section 1.3 (Schedule of Events). Answers will be given via the the Utah Public Procurement Place Q&A Board as soon as possible.

The Lead State may refuse to answer questions received after the Question/Answer deadline.

The identity of potential Offerors will not be published with the answers, but the text of questions will be restated, so Offerors are cautioned about including context in questions that may reveal the source of questions.

### **2.2 RFP Addenda**

Formal changes to this RFP including but not limited to contractual terms and procurement requirements shall only be changed via formal written addenda issued by the Lead State.

The Lead State accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor the Utah Public Procurement Place to obtain RFP addenda or other information relating to the RFP.

### **2.3 Pre-Proposal Conference**

#### **NASPO ValuePoint Wireless Data, Voice, and Accessories Pre-Proposal Conference**

Wed, Sep 5, 2018 10:00 AM - 12:00 PM MDT

**Please join my meeting from your computer, tablet or smartphone.**

<https://global.gotomeeting.com/join/581760645>

**You can also dial in using your phone.**

United States (Toll Free): 1 866 899 4679

United States: +1 (669) 224-3318

**Access Code: 581-760-645**

**Joining from a video-conferencing room or system?**

Dial: 67.217.95.2##581760645

Cisco devices: [581760645@67.217.95.2](tel:581760645@67.217.95.2)

First GoToMeeting? Let's do a quick system check:

<https://link.gotomeeting.com/system-check>

Attendance at the conference is optional. A recording of the pre-proposal conference will be provided via an addendum posted in SciQuest to solicitation CJ18012.

**2.4 Proposal Due Date**

Proposals must be received by the posted Closing date and time as described in the Schedule of Events in Section 1.3 of this RFP. Proposals received after the deadline will be late and rejected.

**2.5 Cancellation of Procurement**

This RFP may be canceled at any time prior to award of the Master Agreement(s) if the Lead State determines such action to be in the collective best interests of Participating States.

**2.6 Governing Laws and Regulations**

This procurement is conducted by the Lead State, in accordance with the Utah Procurement Code. These are available at [purchasing.utah.gov](http://purchasing.utah.gov).

This procurement shall be governed by the regulations and laws of the Lead State. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in Utah. The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in section 35 of the NASPO ValuePoint Master Agreement Terms and Conditions in Attachment A.

**2.7 Firm Offers**

Responses to this RFP, including proposed costs, will be considered firm for (90) days after the proposal due date.

**2.8 Right to Accept All or Portion of Proposal**

Unless otherwise specified in the solicitation, the Lead State may accept any item or combination of items as specified in the solicitation or of any proposal unless the Offeror expressly restricts an item or combination of items in its Proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the Offeror so restricts its Proposal, the Lead State may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the Lead State and the NASPO ValuePoint Cooperative Purchasing Program. The Lead State may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.

## **2.9 Proposal Content and Format Requirements**

Proposals must be detailed and concise. Each Proposal must be labeled and organized in a manner that is congruent with the requirements and terminology used in this RFP and must include a point by point response, structured in form and reference to the RFP, addressing all requirements and the Scope of Work elements.

## **2.10 Proposal Submission Instructions**

The State of Utah has partnered with SciQuest to distribute and receive bids and proposals. SciQuest is an online bidding service designed to streamline the bidding process for buyers and suppliers. In order to access the State of Utah's bids online, you will need to register as a vendor on the SciQuest Utah Supplier Portal:

[https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah.](https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah)

Proposals must be received electronically by the posted Closing date and time. Proposals received after the deadline will be late and rejected.

Electronically submitted proposals must be submitted through the Utah Public Procurement Place (SciQuest), at the above web address.

Electronic proposals may require uploading of electronic attachments. SciQuest will accept a wide variety of document types as attachments. However, the State is unable to view certain attachments. Therefore, DO NOT submit attachments that are movies, wmp, encrypted, or mp3 files. All attachments must be uploaded in SciQuest as separate files. All attachments shall be submitted in a format acceptable to the Lead State. Acceptable formats include .doc (Microsoft Word document), .xls (Microsoft Excel spreadsheet), and .pdf (Adobe Acrobat portable document format). There is no requirement for minimum number of files, however please keep each individual file under 25 MB in size.

Offerors are further advised to upload response materials with descriptive file names, organized and consolidated in a manner which allows evaluators to efficiently navigate their response; as the Lead State will print uploaded documents for evaluation in the manner received via SciQuest.

## **2.11 Required Format**

All Proposals must be submitted in the following format. Detailed information on submitting each of these sections is contained in later sections of this RFP.

1. **Executive Summary.** The one or two page executive summary is to briefly describe the Offeror's Proposal. This summary should highlight the major features of the Proposal. It must indicate any requirements that cannot be met by the Offeror. The Lead State should be able to determine the essence of the Proposal by reading the executive summary.
2. **Technical Response.** This section should constitute the Technical response of the proposal and must contain at least the following information:
  - A. A complete narrative of the Offeror's assessment of the work to be performed, the Offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Offeror's understanding of the desired overall performance expectations and clearly indicate any options or alternatives proposed.
  - B. A specific point-by-point response, in the order listed, to each requirement in the RFP and scope of work.
3. **Confidential, Protected or Proprietary Information.** All confidential, protected or proprietary Information must be included in this section of proposal response. Do not incorporate protected information throughout the Proposal. Rather, provide a reference in the proposal response directing the Lead State to the specific area of this protected Information section.
4. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Please enumerate all costs on the attached Cost Proposal Form.

The Cost Proposal is to be submitted as a separate document. Inclusion of any cost or pricing data within the technical proposal may result in the Proposal being deemed non-responsive.

## **2.12 Confidential or Proprietary Information**

The Government Records Access and Management Act (GRAMA), UCA § 63G-2-305, provides in part that:

the following records are protected if properly classified by a government entity:

(1) trade secrets as defined in Section 13-24-2, the Utah Uniform Trade Secrets Act, if the person submitting the trade secret has provided the governmental entity with the information specified in UCA § 63G-2-309 (Business Confidentiality Claims);

(2) commercial information or non-individual financial information obtained from a person if:

(a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;

(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and

(c) the person submitting the information has provided the governmental entity with the information specified in UCA § 63G-2-309;

\* \* \* \* \*

(6) records, the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except, subject to Subsections (1) and (2), that this Subsection (6) does not restrict the right of a person to have access to, after the contract or grant has been awarded and signed by all parties, ...

Pricing may not be classified as confidential or protected and will be considered public information after award of the contract.

Process for Requesting Non-Disclosure: Any Offeror requesting that a record be protected shall include with the proposal a Claim of Business Confidentiality. To protect information under a Claim of Business Confidentiality, the Offeror must complete the Claim of Business Confidentiality form with the following information:

1. Provide a written Claim of Business Confidentiality at the time the information (proposal) is provided to the state, and
2. Include a concise statement of reasons supporting the claim of business confidentiality (UCA § 63G-2-309(1)).
3. Submit an electronic "redacted" (excluding protected information) copy of the record. The redacted copy must clearly be marked "Redacted Version."

The Claim of Business Confidentiality Form may be accessed at:

<http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

An entire proposal cannot be identified as "PROTECTED", "CONFIDENTIAL" or "PROPRIETARY", and if so identified, shall be considered non-responsive unless the Offeror removes the designation.

Redacted Copy: If an Offeror submits a proposal that contains information claimed to be business confidential or protected information, the Offeror must submit two separate proposals: one redacted version for public release, with all protected business confidential information either blacked-out or removed, clearly marked as "Redacted Version"; and one non-redacted version for evaluation purposes, clearly marked as "Protected Business Confidential."

The Lead State and NASPO ValuePoint are not liable or responsible for the disclosure of any confidential or proprietary information if the Offeror fails to follow the instructions of this section.

## 2.13 Offeror Exceptions to Terms and Conditions

Any contract resulting from this RFP will include the NASPO ValuePoint Master Agreement Terms and Conditions (Master Agreement Terms and Conditions), Attachment A, including Exhibits to Attachment A.

Exceptions and/or additions to the Master Agreement Terms and Conditions and other requirements of this RFP are strongly discouraged. Any exception and/or addition regarding the **Master Agreement Terms and Conditions** must be made in the Offeror's proposal. **The Lead State will not consider proposed modifications and/or additions to the Master Agreement Terms and Conditions after the deadline for proposals.** Exceptions and/or additions regarding the Master Agreement Terms and Conditions or other RFP provisions must contain the following:

1. The rationale for the specific requirement being unacceptable to the Offeror submitting the exception and/or addition;
2. Recommended verbiage for the Lead State's consideration that is consistent in content, context, and form with the Master Agreement Terms and Conditions;
3. Explanation of how the Lead State's acceptance of the recommended verbiage is fair and equitable to both the Lead State, the Participating Entities, and to the Offeror submitting the modification and/or exception.

Offerors may not submit requests for exceptions and/or additions by reference to an Offeror's website or URL. URLs provided with a proposal may result in that proposal being rejected as non-responsive. Offerors may submit questions during the Q&A period regarding the Master Agreement Terms and Conditions.

The Lead State may refuse to negotiate exceptions and/or additions that are determined to be excessive; that are inconsistent with similar contracts; and to warranties, insurance, or indemnification provisions that are necessary to protect the procurement unit after consultation with the Attorney General's Office or other applicable legal counsel, including a Participating Entity.

For the RFP, the Lead State reserves the right to negotiate exceptions and/or additions to terms and conditions in a manner resulting in expeditious resolutions. This process may include beginning negotiations with the qualified Offeror having the least amount of exceptions and/or additions and concluding with the Offeror submitting the greatest number of exceptions and/or additions. Contracts may be executed and become effective as negotiations are completed; however, all of the resulting Master Agreement(s) will terminate on the same date.

If negotiations are required, Offeror must provide all documents **in Microsoft Word format** for redline editing. Offeror must also provide the name, contact information, and access to the person(s) that will be directly involved in legal negotiations.

An award resulting from the RFP is subject to successful contract terms and conditions negotiation (if required). The Lead State, at its sole discretion, will determine when

contract terms and conditions negotiations become unproductive and will result in termination of award to that Offeror.

## **2.14 Certification of Non-Debarment**

The Offeror certifies that neither the Offeror nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Offeror cannot certify this statement, attach a written explanation for review by the Lead State.



## **Section 3: Evaluation and Award**

### **3.1 Right to Waive Minor Irregularities**

The State of Utah Chief Procurement Officer reserves the right to waive minor informalities as well as minor deviations. The Lead State also reserves the right to seek clarification on any proposal response.

### **3.2 Discussions with Offerors – Oral Presentations**

In the initial phase of the evaluation process, the Lead State will review all proposals timely received. Unacceptable proposals (non-responsive proposals not conforming to RFP requirements) will be eliminated from further consideration.

The Lead State reserves the right to award on receipt of initial proposals without an opportunity for discussion or proposal revision, so Offerors are encouraged to submit their most favorable proposal at the time established for receipt of proposals. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

### **3.3 Award of Master Agreement(s)**

Award shall be made to the responsive responsible Offeror(s) whose proposal(s) receive the minimum point thresholds and provides a Cost Proposal form (Attachment C). The Lead State anticipates awarding multiple Master Agreements. The award of Master Agreement(s) will be made without regard to any preference for Utah suppliers. Participating Entities, including the State of Utah, may take local preferences into consideration when determining if they will enter into a Participating Addendum with a Contract Vendor to which a Master Agreement has been awarded.

### **3.4 Evaluation Process**

In responding to this Solicitation, Offerors must identify and describe all of the Solutions that are contained in their proposals. There are 4 award categories. Offerors must indicate on Attachment W which categories their proposal covers.

- 3.4.1 Please see attachment B, Section 3 for all minimum mandatory, technical Scorable criteria and costsheet requirements for this solicitation.

### **3.5 Notice of Intent to Award**

After final selections are made, the Lead State will issue an intent-to-award announcement by letter to all responsive Offerors.

### **3.6 Protest Process**

Offerors are directed to Utah Code Part 16 and Utah Administrative Code Rule R16 available at:

<http://le.utah.gov/xcode/Title63G/Chapter6a/63G-6a-S1601.html> and  
<http://www.rules.utah.gov/publicat/code/r033/r033-016.htm> for available protest processes.

### **3.7 Post Award Formalization of the Master Agreement**

The Lead State reserves the right during contract negotiation of the Master Agreement to adjust terms and conditions that would not (in the Lead State's judgment) have a material effect on price, schedule, scope of work, or risk to the Lead State and Participating States, with materiality defined in terms of the effect on the evaluation and award. The Lead State reserves the right to accept contract or pricing changes that are more favorable to the Lead State.

If no Master Agreement is reached with the apparent awardee, the Lead State may negotiate with other Offerors or elect to make no award under this RFP.

### **3.8 Publicizing Award(s)**

The Lead State shall, on the next business day after the award of a contract(s) is announced, make available to each Offeror and to the public a written statement that includes:

- (a) the name of the offeror to which the contract is awarded and the total score awarded by the evaluation committee to that offeror;
- (b) the justification statement under UCA § 63G-6a-708, including any required cost-benefit analysis; and
- (c) the total score awarded by the evaluation committee to each offeror to which the contract is not awarded, without identifying which offeror received which score.

## **Section 4: Mandatory and Technical Requirements**

## **4.1 Minimum Mandatory Requirements**

This section contains the minimum requirements that must be met in order to be considered for the evaluation phase. All of the items described in this section are non-negotiable. All Offerors must state willingness and demonstrate ability to satisfy these requirements in the proposal submitted for consideration.

Minimum Mandatory Requirements are found on Attachment D.

## **4.2 Technical Scoreable Criteria**

This section contains the criteria which will be scored in the evaluation phase.

Technical Scoreable Criteria are found on Attachment E.

## **4.3 Administrative Requirements**

This section contains requirements that must be met in order to be considered for award.

Administrative Requirements are:

### **4.3.1 NASPO ValuePoint Master Agreement Statement of Compliance**

The NASPO ValuePoint Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating Entity's Participating Addendum.

The Master Agreement will include, but not be limited to, the NASPO ValuePoint Standard Terms and Conditions in Attachment A and Lead State specific terms and conditions required to execute a master agreement, the scope of work (Attachment B) and selected portions of the Offeror's Proposal.

This section highlights particular terms and conditions of NASPO ValuePoint Master Agreement Terms and Conditions, although Offeror will be bound to all the terms and conditions when executing a Master Agreement as shown in Attachment A. Offeror must include a statement in their Proposal that they have read and understand all of the terms and conditions as shown in the Master Agreement (Attachment A).

### **4.3.2 Insurance**

To be eligible for award, the Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in Section 21 of the NASPO ValuePoint Master Agreement Terms and Conditions. Describe your insurance or plans to obtain insurance satisfying the requirements in Section 21.

#### **4.3.3 NASPO ValuePoint Administrative Fee and Reporting Requirements**

To be eligible for award, the Offeror agrees to pay a NASPO ValuePoint administrative fee as specified in Section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions. Moreover, specific summary and detailed usage reporting requirements are prescribed by Section 7 of the NASPO ValuePoint Master Agreement Terms and Conditions.

Offeror shall identify the person responsible for providing the mandatory usage reports. This information must be kept current during the contract period. Contractor will be required to provide reporting contact within 15 days of Master Agreement execution.

#### **4.3.4 NASPO ValuePoint eMarket Center**

To be eligible for award, the Offeror agrees, by submission of a Proposal, to cooperate with NASPO ValuePoint and SciQuest, doing business as JAGGAER (and any authorized agent or successor entity to JAGGAER) to integrate its presence in the NASPO ValuePoint eMarket Center either through unique ordering instructions. Refer to Attachment A, Section 9, NASPO ValuePoint Master Agreement Terms and Conditions for the prescribed requirements.

Those terms and conditions require as a minimum that the Offeror agrees to participate in development of ordering instructions.

#### **4.3.5 Promotion of the NASPO ValuePoint Master Agreement**

The NASPO ValuePoint Master Agreement Terms and Conditions include program provisions governing participation in the cooperative, reporting and payment of administrative fees, and marketing/education relating to the NASPO ValuePoint Cooperative Procurement Program. Technical and management evaluation factors may include evaluation of: the likely effectiveness of the Offeror's promotion of the Master Agreement; the Offeror's understanding of and approach to administration of and reporting under the Master Agreement; the risk that Offeror's contractual obligations to other procurement cooperatives' may impede achievement of the objectives of the ValuePoint cooperative procurement program, in which case awards could be Lead-State-Only awards. In this regard,

- a. Briefly describe how you intend to promote the use of the Master Agreement.
- b. Knowing that state procurement officials (CPO) must permit use of the Master Agreement in their state, how will you integrate the CPO's permission into your plan for promoting the agreement?
- c. Public entities are sensitive to "scope" issues, that is, whether performance is within the intended scope of the solicitation as awarded. In the context of your method of

promoting agreements of this nature, how would you clarify any questions regarding the scope the agreement with respect to any potential order?

- d. Through its Cooperative Development Coordinators and Education & Outreach team, NASPO ValuePoint assists Lead States by engaging contractor's in strategies aimed at promoting master agreements. What opportunities and/or challenges do you see in working with NASPO ValuePoint staff in this way?
- e. Does your company participate in any other public procurement cooperatives? If yes, explain any restrictions or requirements that other cooperatives place on your company for participating with NASPO ValuePoint.

#### **4.3.6 Usage Fee and Reporting Plan**

Offerors shall include in their proposals a detailed plan for meeting the usage fee and reporting requirements of NASPO ValuePoint and Participating States as outlined in Attachment B, Scope of Work. All information within the plan must be kept current, with NASPO ValuePoint and the Lead State Contract Administrator being notified of any changes to the usage fee and reporting plan immediately.

The plan shall include but not be limited to the following components:

- a. Offerors shall identify the person responsible for providing the mandatory usage reports.
- b. Offerors shall identify the method and frequency in which usage data will be collected from authorized distributors.
- c. Offerors shall identify the method in which usage fees will be distributed to NASPO ValuePoint and applicable Participating States.
- d. Offerors shall identify the method in which up-to-date information will be provided to NASPO ValuePoint and the Lead State Contract Administrator.

#### **4.3.7 Lead State Terms and Conditions**

The Lead State has no additional Terms and Conditions for the Master Agreement.

#### **4.3.8 Participating State Terms and Conditions**

For informational purposes only, some Participating State specific Terms and Conditions are provided in Attachments to this solicitation and will be negotiated with other Participating States after award of the Master Agreement. Each State reserves the right to negotiate additional terms and conditions in its Participating Addendums. Offeror shall submit a statement that they understand they may be required to negotiate these additional terms and conditions when executing a Participating Addendum.

#### **4.3.9 Technical Requirements**

The technical requirements pertaining to the Wireless Voice, Data, and Accessories RFP are found in Attachments B, C, D, and E. Offeror must identify in their Proposal how their company meets (or exceeds) all requirements listed in this RFP solicitation.

#### **4.3.10 Offeror Profile**

Provide the following information specific to your company:

- a. Your company's full legal name
- b. Primary business address
- c. Describe your company ownership structure
- d. Employee size (number of employees)
- e. Website
- f. Sales contact information
- g. Your client retention rate during the past 3 years
- h. A brief history of your company and the year it was founded
- i. Describe your company's growth during the past three years.

#### **4.3.11 Supplemental Questions**

1. Is Offeror presently or has Offeror ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local?
2. Offeror acknowledges that it must acquire and maintain all applicable federal, state, and local licenses before the contract is entered into. Licenses must be maintained

throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise shall be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at 877-526-3994, or by accessing: [www.commerce.utah.gov](http://www.commerce.utah.gov).

3. Does Offeror have an outstanding tax lien in the State of Utah? If yes, Offeror must provide a statement regarding its debarment or suspension.

## **Section 5: Price and Cost Proposal**

The Cost Proposals will be evaluated independent of the technical evaluation. Cost proposals must be submitted to the Lead State as a separate document in the Offerors' Proposals. **Do not embed cost proposal in the technical proposal response.**

Offeror shall provide detailed costs for all costs associated with the responsibilities and related services, per Attachment C.

Cost for the NASPO ValuePoint Master Agreements shall be based on the following:

Offeror must submit cost, prices and rates as required by Attachment C, Cost Sheets. Prices and rates shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, travel expenses, transaction fees, overhead, profits, and other costs or expenses incidental to the Offeror's performance.

The Lead State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Offeror's or any subcontractor's employee's wages. The Lead State will pay for any applicable Lead State or local sales or use taxes on the products provided or the services rendered. If required by Lead State, taxes shall be included as a separate line item on a Offeror's invoice. The tax rules with respect to other Participating Entities may vary and are expected to be addressed in the Participating Addenda.

### **5.1 Price and Rate Guarantee Period**

All prices and rates offered shall be guaranteed for the initial term of the Master Agreement. Any request for price or rate adjustment following the initial Master Agreement term is detailed in Section 11 of the NASPO ValuePoint Master Agreement Terms and Conditions.