

LOC Questions and Clarifications Memorandum

To: Solicited Vendors for Letter of Configuration (LOC) Number 39023, dated November 22, 2010 for the Mississippi Department of Transportation (MDOT)

From: David L. Litchlitter

Date: December 10, 2010

Subject: Responses to Questions Submitted

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The following questions were submitted to ITS and are being presented as they were submitted, except to remove any reference to a specific vendor. This information should assist you in formulating your response.

Question 1: Attachment "A" Product List and Cost Proposal requests 200 hours of services to include software training, migration training and software implementation hours but based on the LOC language (Vendor must provide not-to-exceed cost for installation. Installation will include: software setup and configuration, and meeting with MDOT to verify installation requirements), we would like to better understand the requested services scope given that scope confirmation will occur in a meeting to be held after the response has been submitted. Clarification re services hours and what needs to be addressed would be appreciated.

Response: **The 200 services hours are an estimate of the amount of time needed to implement the software, and train MDOT staff on the software functionality. The scope of the installation is to confirm or verify that the software is installed properly and fully operational on the following servers, desktops, and other devices in an amount equal to the quantity listed below.**

Qty	Software Description
10	Full Client Licenses, Paper Document Scanning and Indexing Licenses
5	Full Client Licenses, Index Only Licenses
10	Full Client Licenses, Electronic Document Capture and Indexing Licenses
3	SharePoint 2010 Web Front End Licenses
1	Remote Site Capture Licenses, Batch Release Licenses
5	Concurrent User Licenses, Web Capture Licenses
1	Report Capture License
3	Other Release Connection Licenses such as Multifunction Device of Fax Server
1	Migration Utility License
10	Concurrent User Licenses, Content Search and Document Retrieval Licenses
2	Non Production Full Suite Licenses, Development/Testing
2	API/SDK Licenses
2	Server Licenses, Batch Processor for Image Processing such as OCR and Deskew

MDOT verification will occur when the vendor installs the “Full Client Licenses, Paper Document Scanning and Indexing Licenses” on 10 desktop PC workstations. Likewise, MDOT verification will occur when the vendor installs the “SharePoint 2010 Web Front End Licenses” on 3 web front end servers. Regarding the installation of the software for use with multifunction devices, MDOT verification will occur when the vendor installs the “Other Release Connection Licenses such as Multifunction Device of Fax Server” to work with 3 existing MDOT multifunction devices.

Question 2: Training – Attachment “D” Standard Software Maintenance and License Agreement, Article 34 contains a commitment to training of 15 days of on- site training. Is this in addition to the 200 hours of services outlined in Attachment “A” Product List and Cost Proposal? “Licensor shall, for the fees specified in the

attached Exhibit A, provide fifteen (15) days of on-site training for twenty (20) members of Licensee's staff."

Response: **The 15 days of on-site training are in addition to the 200 hours of services listed in Attachment A, and should be listed as a separate line item on Attachment A.**

Questions 3: Does our services proposal need to include travel and living expenses or can we separate those expenses?

Response: **Please include your services hourly rate as a fully loaded hourly rate that includes travel and expenses.**

Question 4: While a specific services scope is not outlined in the LOC, we can craft a basic services installation scope with assumptions as well as assumptions and an outline for software training. However, in our experience across many document imaging migrations, training/knowledge transfer is most successful in the context of an actual migration performed jointly with our customers. In this case, the LOC does not outline a scope. To mitigate risk, will ITS allow us to defer on migration training until we can mutually define a migration project scope on which to work jointly?

Response: **MDOT's migration scope of work involves converted the AX applications serving their Environmental and Right of Way divisions. Additional documentation will be provided related to the volumes of documents and current taxonomy. MDOT also requires the vendor to set aside and identify a specific number of hours (as a portion of the 200 hours identified in Attachment A) to consult with MDOT in support of their desire to establish an agency-wide taxonomy capable of supporting future AX migrations.**

Question 5: Based on Attachment "A" Product List and Cost Proposal, post warranty maintenance for Year 1, 2 and 3 are requested in a single line item. Would ITS also accept a single line item "extended cost" for all software modules and quantities assuming that we outline "unit cost" pricing for each module and assuming that we confirm that software modules are available to meet each category listed on Attachment "A"?

Response: **Yes, however ITS will need to be able to verify that the Vendors proposal meets all of MDOT's licensing requirements listed in Attachment A.**

Question 6: LOC Section 6.3 – The warranty period must include the necessary Vendor support to correct any system deficiencies found and to provide any other system consultation as needed. Can you clarify the phrase any "other system consultation as needed"?

Response: **"Other system consultation as needed" is defined as the necessary workaround guidance and/or recommendations from vendor in order for**

MDOT to achieve its original business objectives being sought when the “system deficiency” was identified.

Question 7: Attachment D, Article 2 Term of Agreement says: The Products must be delivered, installed, accepted by Licensee, and all training and other tasks required under this Agreement, with the exception of warranty service or software maintenance, completed on or before March 31, 2011, unless a change in this date is mutually agreed to in writing by the Licensee and the Licensor. We assume that this timeline based on the LOC schedule? Can you be more specific regarding what is expected of the vendor by March 31st 2011?

Response: MDOT desires to have all software installed, training delivered and the 2 identified divisions migrated from AX by March 31, 2011. It is possible, based on discussions that will occur at project initiation and during the migration of the first division that MDOT and the awarded Vendor will mutually agree to extend this date. If Vendor cannot commit to this timeline, please take exception to this requirement and provide a timeline that is acceptable.

Question 8: Attachment D Article 4, 4.3 says that “Licensor shall have ten (10) working days in which to either repair or replace the defective Software, all at Licensor’s expense.” References are made in several places in Attachment D to ten (10) days to repair. We would like to understand what flexibility you have regarding this requirement as we have not encountered this requirement in previous engagements.

Response: MDOT will have 30 calendar days after software installation to evaluate and test the software to confirm that it performs without defects and in accordance with the LOC requirements. Vendor will have 10 business days to repair or replace the defective software. If 10 business days is not acceptable, please take exception to this Article and provide a timeline that is acceptable for repairing or replacing any defective software.

LOC responses are due Monday, December 20, 2010, at 3:00 p.m. (Central Time).

If you have any questions concerning the information above or if we can be of further assistance, please contact Bo Dickerson at 601-359-2665 or via email at Bo.Dickerson@its.ms.gov.

cc: ITS Project File Number 39023