



## RFP No: 3850

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INVITATION: Proposals, subject to the attached conditions, will be received at this office for the acquisition of the products/services described below for the Mississippi Department of Information Technology Services. **ITS** will receive proposals through September 30, 2021.

This is a General RFP to establish a vendor pool to be used for the acquisition of Information Systems Consulting Services through November 30, 2021

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### The Vendor must submit proposals and direct inquiries to:

Jeanette Crawford  
ISS Process Specialist  
3771 Eastwood Drive  
Jackson, MS 39211  
[Jeanette.Crawford@its.ms.gov](mailto:Jeanette.Crawford@its.ms.gov)  
(601) 432-8179

The following must be clearly typed in the subject line when submitting proposals.

**<company names>'s PROPOSAL, SUBMITTED IN RESPONSE TO  
RFP NO. 3850**

The initial proposal opening was December 23, 2015. **ITS** is continuing to accept proposals through September 30, 2021.

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**Craig P. Orgeron, Ph.D.  
Executive Director, ITS**

## ITS RFP Response Checklist

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RFP Response Checklist: These items should be included in your response to RFP No. 3850.

- \_\_\_\_\_ 1) One copy of each of the documents below, submitted by e-mail or by hard copy, as described in Section VII: *Technical Specifications*, Item 6, "Format of Proposal". A three-ring binder is not required.
- \_\_\_\_\_ 2) *Submission Cover Sheet*, signed and dated. (Section I)
- \_\_\_\_\_ 3) Vendor response to *RFP Questionnaire* (Section VI)
- \_\_\_\_\_ 4) Vendor has paid the proposal submission fee per the instructions in Item 5, *Technical Specifications* (Section VII)

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**SECTION I  
SUBMISSION COVER SHEET & CONFIGURATION SUMMARY**

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person the Mississippi Department of Information Technology Services, (ITS), should contact for questions and/or clarifications.

Name	_____	Phone #	_____
Address	_____	Fax #	_____
	_____	E-mail	_____

Subject to acceptance by ITS, the Vendor acknowledges that by submitting a proposal AND signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP). This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this proposal.

\_\_\_\_\_/\_\_\_\_\_  
**Original signature** of Officer in Bind of Company/Date

Name (typed or printed)	_____
Title	_____
Company name	_____
Physical address	_____
State of Incorporation	_____

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**CONFIGURATION SUMMARY**

This RFP does not require the Vendor to propose a configuration summary.

**PROPOSAL BONDS**

A Proposal Bond is not required for this procurement.

## SECTION II PROPOSAL SUBMISSION REQUIREMENTS

The objective of the Proposal Submission Requirements section is to provide Vendors with the information required to submit a response to this Request for Proposal (RFP). A Vendor who has responded to previous RFPs issued by **ITS** should not assume that the requirements are the same, as changes may have been made.

1. Failure to follow any instruction within this RFP may, at the State's sole discretion, result in the disqualification of the Vendor's proposal.
2. The State has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
3. The Vendor's proposal must be received by the office of **ITS** by the date and time specified. **ITS** is not responsible for any delays in delivery or expenses for the development or delivery of proposals.
4. Proposals or alterations by fax, or phone will not be accepted.
5. If submitting proposal by email, an electronic/scanned signature is acceptable. Otherwise, original signatures in blue ink are required on the Submission Cover Sheet and Configuration Summary.
6. **ITS** reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
7. **ITS** reserves the right to waive any defect or irregularity in any proposal procedure.
8. The Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by **ITS** is the official version and will supersede any conflicting RFP language submitted by the Vendor.  
  
**ITS** will allow the Vendor to submit its General RFP response using e-mail or by the traditional method of submitting a hard copy response. The Vendor must conform to the "Format of Proposal" defined in Section VII: *Technical Specifications*, Item 6 and in the ITS RFP Response Checklist, page two, in the preparation of the Vendor's proposal.
9. The General RFP does not contain a *Cost Information Submission* section and does not require the submission of any costs at the time of initial General RFP submission. Costs will be solicited on a project-by-project basis through the Managed Service Provider (MSP) Program process as defined in Section VIII.
10. **ITS** reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing **ITS** staff 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.

11. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **ITS**.
12. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
  - 12.1 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
  - 12.2 The Vendor must follow procedures outlined herein for submitting updates and clarifications.
  - 12.3 The Vendor must submit a statement outlining the circumstances for the clarification.
  - 12.4 The Vendor must submit one clearly marked original of the clarification.
  - 12.5 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).
13. **Communications with State**

From the issue date of this RFP 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 RFP with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this RFP must be submitted in writing to the State's contact person for the selection process, and not later than the last date for accepting responding Vendor questions provided in this RFP. All such questions will be answered officially by the State in writing. All such questions and answers will become addenda to this RFP, and they will be posted to the ITS web site. Vendors failing to comply with this requirement will be subject to disqualification.

  - 13.1 The State's contact person for the selection process is: Jeanette Crawford, ISS Process Specialist, 3771 Eastwood Drive, Jackson, MS 39211, 601-432-8179, [Jeanette.Crawford@its.ms.gov](mailto:Jeanette.Crawford@its.ms.gov).
  - 13.2 Vendor may consult with State representatives as designated by the State's contact person identified in 13.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.

### SECTION III VENDOR INFORMATION

The objective of the Vendor Information section of this RFP is to provide Vendors with information required to respond to the RFP and participate in the MSP Program successfully.

1. **Interchangeable Designations**

The terms "Vendor" and "Contractor" are referenced throughout this RFP. Generally, references to the "Vendor" are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term "Contractor" denotes the role assumed, post-award, by the winning Vendor. Additionally, the terms "State of Mississippi," "State" or "ITS" may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from Vendors throughout these specifications. References to a specific agency, institution or other political entity represent the client or customer on whose behalf **ITS** is issuing the RFP.

2. **Vendor's Responsibility to Examine RFP**

Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

3. **Proposal as Property of State**

All written proposal material becomes the property of the State of Mississippi.

4. **Written Amendment to RFP**

Any interpretation of an **ITS** RFP will be made by written amendment only. The State will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the **ITS** website, together with the associated RFP specification. Vendors are required to check the **ITS** website periodically for RFP amendments at:

[http://www.its.ms.gov/Procurement/Pages/RFPS\\_Awaiting.aspx](http://www.its.ms.gov/Procurement/Pages/RFPS_Awaiting.aspx)

If you are unable to access the **ITS** website, you may contact the **ITS** technology consultant listed on page one of this RFP and request a copy.

5. **Oral Communications Not Binding**

Only transactions which are in writing from **ITS** may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any State employee.

6. **Vendor's Responsibility for Delivery**

Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The State will not be responsible for the failure of any delivery medium for submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

7. **Evaluation Criteria**

The State's intent in issuing this RFP is to create a pool of Vendors that can provide a certain scope of product categories and expertise. The Vendor's past performance,



cooperation, and ability to provide service and training are general factors that will be weighed in the selection process. More specific information concerning evaluation criteria is presented in *Technical Specifications*.

8. **Awards**

No single award will be made as a direct result of responses to this RFP. The purpose of this RFP is to create a pool of Vendors to be used in the MSP Program. All awards will be made through the MSP Program.

9. **Right to Award in Whole or Part**

ITS reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the State of Mississippi.

10. **Right to Use Proposals in Future Projects**

The State reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of the State and requires the agreement of the proposing Vendor. The State's decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

11. **Right to Use Proposals in Future Projects by Entities Outside Mississippi**

The State reserves the right to offer the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects by governmental entities outside Mississippi (i.e., "piggyback option"), if (a) it is deemed to be in the best interest of the governmental entity desiring to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects outside Mississippi is solely at the discretion of the State, and requires the desire of the governmental entity outside Mississippi and the agreement of the proposing Vendor. The State's decision to consent to the reuse of an awarded proposal outside Mississippi will be based upon such criteria as: (1) the governmental entity's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

12. **Price Changes During Award or Renewal Period**

A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the State will always take advantage of price decreases.

13. **Right to Request Information**

The State reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours. The State also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document

their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal. The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, even if that customer is not included in the Vendor's list of references.

**14. Vendor Personnel**

For RFPs including professional services specifications, the Vendor will be required to provide and/or certify the following for each individual included in the Vendor's proposal

- 14.1 A direct telephone number at which the individual may be contacted for a telephone interview. The State will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls.
- 14.2 That, if onsite interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with onsite interviews will be the responsibility of the Vendor.
- 14.3 That the individual is proficient in spoken and written English
- 14.4 That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all United States Citizenship and Immigration Services (USCIS) regulations. The Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U. S. citizens.
- 14.5 That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of the State. This requirement includes the responsibility for ensuring all non-citizens maintain current USCIS eligibility throughout the duration of the contract.

**15. Vendor Imposed Constraints**

The Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of the State's business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Vendor's software; and/or providing web-hosting, hardware, networking or other processing services on the State's behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the State. The State recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. The State must understand these issues in order to decide to what degree they may impact the State's ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the Vendor and the State with regard to this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by the State.

16. **Restriction on Advertising**

The Vendor must receive written approval from the State before advertising or referencing the award of the contract or the services being provided. The Vendor must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Mississippi.

17. **Rights Reserved to Use Existing Product Contracts**

The State reserves the right on turnkey projects to secure certain products from other existing **ITS** contracts if it is in its best interest to do so. If this option is exercised, then the awarded Vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

18. **Valid Contract Required to Begin Work**

The successful Vendor should not commence any billable work until a valid contract has been executed. Any work done by the successful Vendor prior to the execution of the contract is done at the Vendor's sole risk. The State is under no obligation to pay for work done prior to the execution of a contract.

## SECTION IV LEGAL AND CONTRACTUAL INFORMATION

The objective of the *Legal and Contractual Information* section is to provide Vendors with information required to complete a contract or agreement with **ITS** successfully.

1. **Acknowledgment Precludes Later Exception**

By signing the *Submission Cover Sheet*, the Vendor is contractually obligated to comply with all items in this RFP. Vendors who respond to this RFP by signing the *Submission Cover Sheet* may not later take exception to any item in the RFP during contract negotiations. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions by subcontractors or separate terms and conditions will be entertained after the fact.

2. **Failure to Respond as Prescribed**

Failure to respond as described in Section II: *Proposal Submission Requirements* to any item in the sections and exhibits of this RFP, including the *Standard Contract* attached as Exhibit A, if applicable, shall contractually obligate the Vendor to comply with that item.

3. **Contract Documents**

The following documents will normally be included in all contracts between **ITS** and the Vendor:

- 3.1 Contracts which have been signed by the Vendor and **ITS**;
- 3.2 **ITS'** Request for Proposal, including all addenda;
- 3.3 Official written correspondence from **ITS** to the Vendor;
- 3.4 Official written correspondence from the Vendor to **ITS** when clarifying the Vendor's proposal; and
- 3.5 The Vendor's proposal response to the **ITS** RFP.

4. **Order of Precedence**

When a conflict arises regarding contract intent due to conflicting statements in documents included in the contract, the order of precedence of each document is as listed above unless modification of order is negotiated and agreed upon by both **ITS** and the winning Vendor.

5. **Additional Contract Provisions**

The contract will also include such additional provisions, which are not inconsistent or incompatible with the material terms of this RFP, as may be agreed upon by the parties. All of the foregoing shall be in such form and substance as prescribed by the State.

6. **Contracting Agent by Law**

The Executive Director of **ITS** is, by law, the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of computer and telecommunications equipment, systems, software, and services (Section 25-53-1, et seq., of the Mississippi Code Annotated). **ITS** is issuing this RFP on behalf of

the procuring agency or institution. **ITS** and the procuring agency or institution are sometimes collectively referred to within this RFP as "State."

## 7. Legal Provisions

- 7.1 The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.
- 7.2 Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.
- 7.3 The Vendor shall have no limitation on liability for claims related to the following items:
  - 7.3.1 Infringement issues;
  - 7.3.2 Bodily injury;
  - 7.3.3 Death;
  - 7.3.4 Physical damage to tangible personal and/or real property; and/or
  - 7.3.5 The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor's employees or subcontractors.
- 7.4 All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.
- 7.5 Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.
- 7.6 Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.
- 7.7 The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.
- 7.8 The State shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.

## 8. Approval to Participate in General RFP Process

- 8.1 A response is considered to be valid once the proposer's offering has been validated and Vendor has been approved to participate in the General RFP through:

- 8.1.1 Written notification made to proposers on **ITS** letterhead, or
  - 8.1.2 Notification posted to the **ITS** website for the project.
  - 8.2 **ITS** statute specifies whether **ITS** Director approval or **ITS** Board approval is applicable for a given project, depending on the total lifecycle cost of the contract.
  - 8.3 A contract is not deemed final until five (5) working days after either the award of contract or post procurement review, as stipulated in the **ITS** Protest Procedure and Policy. In the event of a valid protest, the State may, at its sole discretion, continue the procurement or stay the procurement in accordance with the **ITS** Protest Procedure and Policy. If the procurement is stayed, the contract is not deemed final until the protest is resolved.
9. **Availability of Funds**  
All contracts are subject to availability of funds of the acquiring State entity and are contingent upon receipt by the winning Vendor of a purchase order from the acquiring State entity.
10. **Prime Contractor**  
The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract or Statement of Work with the State.
11. **Sole Point of Contact**  
**ITS** will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract or Statement of Work.
- 11.1 The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties and consequently the State is only required to negotiate with the Vendor.
  - 11.2 Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the State from any contractor, third party or subcontractor without the State having to negotiate separately or individually with any such parties for these terms or conditions.
12. **ITS Approval of Subcontractor Required**  
Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the State. **ITS** reserves the right of refusal and the right to request replacement of a subcontractor due to unacceptable work or conduct. This provision should not be interpreted as requiring the approval of individual contracts of employment

between the Vendor and personnel assigned for services under the contract.

13. **Inclusion of Subcontract Agreements**  
Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor's proposal.
14. **Negotiations with Subcontractor**  
In order to protect the State's interest, **ITS** reserves the right to attempt to resolve the contractual disagreements that may arise between the Vendor and its subcontractor after award of the contract.
15. **References to Vendor to Include Subcontractor**  
All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors.
16. **Outstanding Vendor Obligations**
  - 16.1 Any Vendor who presently owes the State of Mississippi money pursuant to any contract for which **ITS** is the contracting agent and who has received written notification from **ITS** regarding the monies owed, must submit, with the proposal, a certified check in the amount due and owing in order for the proposal in response to this RFP to be considered. For a Vendor currently in bankruptcy as of the RFP submission date, this requirement is met, if and only if, **ITS** has an active petition before the appropriate bankruptcy court for recovery of the full dollar amount presently owed to the State of Mississippi by that Vendor. If the Vendor has emerged from bankruptcy by the RFP submission date, the Vendor must pay in full any amount due and owing to the State, as directed in the court-approved reorganization plan, prior to any proposal being considered.
  - 16.2 Any Vendor who is presently in default on existing contracts for which **ITS** is the contracting agent, or who otherwise is delinquent in the performance of any such contracted obligations, is in the sole judgment of the State required to make arrangement for fulfilling outstanding obligations to the satisfaction of the State in order for the proposal to be considered.
  - 16.3 The State, at its sole discretion, may reject the proposal of a Vendor with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of proposal submission.
17. **Equipment Condition, if applicable**  
For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to **ITS** specifications, unless an explicit requirement for used equipment is otherwise specified.
18. **Delivery Intervals, if applicable**  
The Vendor's proposal must specify, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, delivery and installation intervals after receipt of order.

19. **Pricing Guarantee**  
The Vendor must explicitly state, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, how long the proposal will remain valid. Unless stated to the contrary in the *Technical Specifications*, pricing must be guaranteed for a minimum of ninety (90) days.
20. **Shipping Charges**  
For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.
21. **Amortization Schedule**  
For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.
22. **Americans with Disabilities Act Compliance for Web Development and Portal Related Services**  
All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.
23. **Ownership of Developed Software**
  - 23.1 When specifications require the Vendor to develop software for the State, the Vendor must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation.
  - 23.2 The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.
24. **Ownership of Custom Tailored Software**  
In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs of the State, the Vendor must offer the State an application license entitling the State to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.
25. **Terms of Software License**  
The Vendor acknowledges and agrees that the term of all software licenses provided to the State shall be perpetual unless stated otherwise in the Vendor's proposal.
26. **The State is Licensee of Record**  
The Vendor must not bypass the software contracting phase of a project by licensing project software intended for State use in its company name. Upon award of a project,



the Vendor must ensure that the State is properly licensed for all software that is proposed for use in a project.

27. **Compliance with Enterprise Security Policy**

Any solution or service proposed in response to this RFP must be in compliance with the State of Mississippi's Enterprise Security Policy. The Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines and is established to safeguard the State's information technology (IT) assets from unauthorized use, access, disclosure, modification, or destruction. Given that information security is an evolving technology practice, the State reserves the right to introduce new policy during the term of the contract resulting from this RFP and require the Vendor to ensure the solution or service complies with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi. Vendors wanting to view the Enterprise Security Policy should contact the Technology Consultant listed on the cover page of this RFP.

28. **Compliance with Enterprise Cloud and Offsite Hosting Security Policy**

Any cloud or vendor-hosted solution proposed in response to this RFP must be in compliance with the State of Mississippi's Enterprise Cloud and Offsite Hosting Security Policy. The Enterprise Cloud and Offsite Hosting Security Policy is based on industry-standard best practices, policy, and guidelines and augments the Enterprise Security Policy. Given that information security is an evolving technology practice, the State reserves the right to introduce new policy during the term of the contract resulting from this RFP and require the Vendor to ensure the cloud or vendor-hosted solution complies with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi. Vendors wanting to view the Enterprise Cloud and Offsite Hosting Security Policy should contact the Technology Consultant listed on the cover page of this RFP.

29. **Negotiating with Next-Ranked Vendor**

Should the State cease doing business with any Vendor selected via this RFP process, for any reason, the State reserves the right to initiate negotiations with the next ranked Vendor.

30. **Disclosure of Proposal Information**

Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated. All disclosures of proposal information will be made in compliance with the **ITS** Public Records Procedures established in accordance with the Mississippi Public Records Act. The **ITS** Public Records Procedures are available in Section 019-010 of the **ITS** Procurement Handbook, on the **ITS** Internet site at:

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#page=155> or from **ITS** upon request.

As outlined in the Third Party Information section of the **ITS** Public Records Procedures, **ITS** will give written notice to any affected Vendor of a request to view or reproduce the Vendor's proposal or portion thereof. The redacted version, as submitted, will be available

for inspection and released in response to public records requests. If a redacted version of the Vendor's proposal is not submitted, the original submission of the proposal will be provided in response to a public records request. **ITS** will not, however, give such notice with respect to summary information prepared in connection with the State's review or evaluation of a Vendor's proposal, including, but not limited to, written presentations to the **ITS** Board or other approving bodies, and/or similar written documentation prepared for the project file. In addition, **ITS** will not provide third-party notice for requests for any contract executed as a result of this RFP.

Summary information and contract terms, as defined above, become the property of **ITS**, who has the right to reproduce or distribute this information without notification.

Vendors should further be aware that requests for disclosure of proposal information are sometimes received by **ITS** significantly after the proposal opening date. **ITS** will notify the signatory "Officer in Bind of Company" provided in Section I of this RFP for Notification of Public Records Requests in the event information is requested. If the "Officer in Bind of Company" should not be used for notification of public records requests, Vendor should provide the alternative contact information in response to this RFP item.

31. **Risk Factors to be Assessed**

The State will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known. The State, at its sole discretion, may employ the following mechanisms in mitigating these risks: proposal bonding, performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. The Vendor must agree to incorporate any or all of the above terms and conditions into the customer agreement.

32. **Proposal Bond**

The Vendor is not required to include a proposal bond with its RFP proposal.

33. **Performance Bond/Irrevocable Bank Letter of Credit**

The Vendor is not required to include the price of a performance bond or irrevocable bank letter of credit with its RFP proposal.

34. **Responsibility for Behavior of Vendor Employees/Subcontractors**

The Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises of any State agency or institution. Any Vendor employee or subcontractor acting in a manner determined by the administration of any State agency or institution to be detrimental, abusive, or offensive to any of the staff or student body of any State agency or institution will be asked to leave the premises and can be suspended from further work on the premises.

35. **Protests**

The Executive Director of **ITS** and/or the Board Members of **ITS** or their designees shall have the authority to resolve Vendor protests in connection with the selection for award of a contract. Copies of the protest procedures are available on the **ITS** Internet site - **ITS** Protest Procedure and Policy, Section 019-020, **ITS** Procurement Handbook at:

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#page=173> or from **ITS** upon request.

36. **Protest Bond**

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the **ITS** Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the **ITS** Protest Procedure and Policy. The outside of the envelope must be marked "Protest" and must specify RFP number 3850.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the **ITS** Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or \$250,000.00, whichever is less. The total estimated project lifecycle cost will be the amount used by **ITS** in the computation of cost points, as the low cost in the denominator of the cost evaluation formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the State is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor's expense and be payable to the Mississippi Department of Information Technology Services. Prior to approval of the protest bond, **ITS** reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. The State may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of 1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the State may have at law or in equity.

Should the written protest submitted by the Vendor fail to comply with the content requirements of **ITS'** protest procedure and policy, fail to be submitted within the prescribed time limits, or fail to have the appropriate protest bond accompany it, the protest will be summarily dismissed by the **ITS** Executive Director.

37. **Mississippi Employment Protection Act**

Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or

Department of Homeland Security, where required, to provide a copy of each such verification to the State.

Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Vendor acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

**SECTION V**  
**PROPOSAL EXCEPTIONS**

This section has been deleted.

## SECTION VI RFP QUESTIONNAIRE

Please answer each question or provide the information as requested in this section.

### 1. **Minority Vendor Self-Certification**

The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Vendor review the State of Mississippi Minority Vendor Self Certification. This information is for tracking/reporting purposes only, and will not be used in determining which Vendor will be chosen for the project. Any Vendor who can claim status as a Minority Business Enterprise or a Woman Business Enterprise in accordance with the definitions of this certificate and who has not previously submitted a certificate to the State of Mississippi can submit the certificate with the proposal. Information on the Minority Vendor Self-Certification can be obtained at:

<https://mississippi.org/services/minority/>

Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at [minority@mississippi.org](mailto:minority@mississippi.org).

### 2. **Certification of Authority to Sell**

The Vendor must certify Vendor is a seller in good standing, authorized to sell and able to deliver all items and related services proposed in the State of Mississippi in the time frame specified.

Does the Vendor make these certifications? \_\_\_\_\_(A yes or no answer is required)

### 3. **Certification of No Conflict of Interest**

Mississippi law clearly forbids a direct or indirect conflict of interest of a company or its employees in selling to the State. The Vendor must answer and/or provide the following:

3.1 Does there exist any possible conflict of interest in the sale of items to any institution within **ITS** jurisdiction or to any governing authority? \_\_\_\_\_  
(A yes or no answer is required.)

3.2 If the possibility of a conflict does exist, provide a list of those institutions and the nature of the conflict on a separate page and include it in your proposal. The Vendor may be precluded from selling to those institutions where a conflict of interest may exist.

### 4. **Pending Legal Actions**

4.1 Are there any lawsuits or other legal proceedings against the Vendor that pertain to any of the software, hardware, or other materials and/or services which are a part of the Vendor's proposal? \_\_\_\_\_(A yes or no answer is required.)

4.2 Are there any criminal or civil proceedings (federal or state) pending against the Vendor or its principals or employees that pertain to any public procurement

within the State of Mississippi or elsewhere? \_\_\_\_\_(A yes or no answer is required.)

4.3 If your answer to either of the above is “yes”, provide a copy of same and state with specificity the current status of the proceedings.

4.4 The State, at its sole discretion, may reject the proposal of a Vendor who (a) has criminal or civil proceedings pending that pertain to a public procurement within Mississippi or elsewhere, or (b) has lawsuits or other legal proceedings pending that pertain to any of the products or services which are part of the Vendor’s proposal.

5. **Non-Disclosure of Social Security Numbers**

Vendor must agree that any information system proposed, developed, or modified under this RFP that disseminates, in any form or manner, information or material that contains the Social Security Number of an individual, has mechanisms in place to prevent the inadvertent disclosure of the individual’s Social Security Number to members of the general public or to persons other than those persons who, in the performance of their duties and responsibilities, have a lawful and legitimate need to know the individual’s Social Security Number. Agreement is required by Section 25-1-111 of the Mississippi Code Annotated.

Does Vendor agree to meet this requirement? \_\_\_\_\_(A yes or no answer is required.)

6. **Web Amendments**

As stated in Section III, **ITS** will use the **ITS** website to post amendments regarding RFPs before the proposal opening at:

[http://www.its.ms.gov/Procurement/Pages/RFPS\\_Awaiting.aspx](http://www.its.ms.gov/Procurement/Pages/RFPS_Awaiting.aspx)

**ITS** may post clarifications until noon seven days prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable.

Vendors may list any questions or items needing clarification discovered in the week prior to the proposal opening in a written format at the beginning of the proposal binder or in the comment section for the individual offering.

Does the Vendor certify that they have reviewed a copy of the **ITS** amendments for RFPs as above stated? \_\_\_\_\_(A yes or no answer is required.)

7. **Vendor Registration Number**

Refer to Item 5, Section VII: *Technical Specifications* for the directions to register for the General RFPs. Your response will not be validated without the registration number(s).

Registration Number for General RFP 3850: \_\_\_\_\_

8. **Time in Business**

Provide the date the Vendor’s company was established \_\_\_\_\_

## SECTION VII TECHNICAL SPECIFICATIONS

1. **What is a General RFP?**

The General RFP is the first part of the bidding process. Periodically **ITS** issues an RFP to establish a pool of Vendors that can provide a certain scope of services and expertise. When a state entity requires those services, this pool may be used to solicit the costs for the project. The state entity would work with the MSP provider to develop requirements and solicit responses from the vendor pool. The responses would be evaluated and an award would be made. The MSP process is explained further in Section VIII: *Managed Service Provider Program*.

The remainder of this section, with the exception of Item 5, is for the Vendor’s information and a response is not required. Please read the following carefully and make sure you understand the process.

Item 5 provides the directions and URL for the General RFP Vendor Registration Application. The Vendor’s proposal will not be approved unless the Vendor has completed this process.

2. **Procurement Project Schedule**

<b>Task</b>	<b>Date</b>
First Advertisement Date for RFP	11/17/2015
Second Advertisement Date for RFP	11/24/2015
The original proposal opening occurred on 12/23/2015. <b>ITS</b> is continuing to accept proposals. Receipt of Additional Proposals	12/23/2015 – 09/30/2021
Valid Proposals Added to General RFP Database	As approved
General RFP Proposals Valid Dates	02/01/2016 – 11/30/2021

3. **Statement of Understanding**

Vendors may request additional information or clarifications to this RFP by contacting the State’s contact person as defined in Section II: Proposal Submission Requirements, Item 13.1.

The initial batch of proposals was received on December 23, 2015. **ITS** will accept additional proposals through September 30, 2021. The additional proposals will be processed as time permits.

4. **General RFP Submission Requirements**

4.1 This General RFP uses the MSP process. Requirements or responses to this RFP document will also be construed to apply to any responses to a posting by the State’s MSP provider. Basic terms and conditions are set out in this General RFP. A Statement of Work (SOW) will be executed between the MSP provider, the requesting agency, and the awarded Vendor. Additional terms and conditions may be included in the SOW documents as required.



- 4.2 Responses to **ITS** General RFPs will be used to satisfy recurring routine requests for acquisitions in the shortest time and at the best possible prices.
- 4.3 There will be no sole winning Vendor in response to a General RFP. Vendors that submit the required paperwork and documentation will be declared valid and will be eligible to participate in the MSP process on a project-by-project basis. Awards may be made to valid Vendors multiple times using these procedures.
- 4.4 Proposals received in response to this RFP will be used through November 30, 2021, and may be extended at the State's option for an additional period or periods if the Vendor is willing to do so.

## 5. **General RFP Vendor Registration**

- 5.1 **ITS** is charging a fee for Vendors to participate in the General RFP process. This fee will cover the cost of validating and processing the Vendor's RFP response. **ITS** has partnered with Mississippi Interactive, LLC DBA NIC Mississippi (NIC) to develop and maintain a registration application.
- 5.2 The Vendor will pay a proposal processing fee of \$150.00 plus associated eGovernment fees for each General RFP response. The Vendor will have two payment options. Associated total charges are outlined below.
  - 5.2.1 \$155.34 for each credit card transaction (VISA, MasterCard, American Express, or Discover)
  - 5.2.2 \$151.25 for each ACH/eCheck transaction
- 5.3 Provided below is an outline of the steps for the registration process.
  - 5.3.1 Go to the General RFP Vendor Registration application located at the following address.  
[https://www.ms.gov/its/vendor\\_registration/](https://www.ms.gov/its/vendor_registration/)
  - 5.3.2 The Vendor will be prompted to provide contact and ordering information.
  - 5.3.3 The Vendor will be directed to a "disclaimer" page, once all contact and ordering information has been successfully provided. The following message will be displayed.  
  
*"In order to make payment and complete your registration, you will be redirected to the Mississippi Enterprise Payment System. You will be guided through the payment process and then be returned here to receive your payment confirmation and any additional requirements that may apply. By using this payment system, you attest that you are the account holder or have the written authority*

*to use said account for the purpose of completing the financial obligations and that sufficient funds are available.”*

- 5.3.4 Next, the Vendor will be sent to NIC’s common checkout page (CCP). A “Transaction Summary” will be displayed and the Vendor will be prompted to select their method of payment (credit card/ACH) then complete the payment process.
  - 5.3.5 After the payment has been successfully transmitted, the Vendor will be generated a receipt confirmation for their records. This receipt will also be e-mailed to them at the e-mail address provided in the CCP.
  - 5.3.6 The Vendor’s registration number will be listed on the “receipt” page. It will be in the following format: “3850-###”. **This is the number to be provided in Item 7, Section VI: RFP Questionnaire.**
  - 5.4 The Vendor’s proposal will not be approved until the Vendor has completed the registration process.
  - 5.5 It is the Vendor’s responsibility to check if their company has already registered. **ITS** is not responsible for duplicate payments.
  - 5.6 The registration fee is non-refundable. No refunds will be issued if a Vendor registers but does not submit their response(s).
6. **Format of Proposal**
- 6.1 Electronic Submission Method (preferred) for Additional Responses Submitted December 24, 2015 through September 30, 2021.
    - 6.1.1 E-mail all files described in Item 6.3 and the *ITS RFP Response Checklist* to Jeanette Crawford, [Jeanette.Crawford@its.ms.gov](mailto:Jeanette.Crawford@its.ms.gov).
    - 6.1.2 Put “General RFP No. 3850” and your company name in the subject line of the e-mail for easy identification.
    - 6.1.3 **ITS** will respond by email to the sender to indicate receipt. If the Vendor does not receive this return e-mail acknowledgement of receipt within three (3) business days, the Vendor should call Jeanette Crawford at 601-432-8179.
    - 6.1.4 Fax submission is not acceptable.
  - 6.2 Hard Copy Submission Method: Mail, Overnight Carrier, Hand Delivery
    - 6.2.1 Include a printed copy of all files described in Item 6.3 and the *ITS RFP Response Checklist*.

- 6.2.2 A binder is not required. Enclose your submission in an envelope. Label the envelope with your company name and General RFP No. 3850. If you are sending your response via a carrier such as UPS or FedEx, make sure the outer envelope/box carries your company name and General RFP No. 3850. If using a third party provider such as Mail Boxes Etc. to send your package, please ensure the proposing company name and RFP number are still on the outer box or envelope.
- 6.2.3 **ITS** will not send any “received” notification. The Vendor should track their packages through their carrier.
- 6.3 The proposal response items required are shown on the *ITS RFP Response Checklist*. They are repeated below with additional explanations.
- 6.3.1 Section I: *Submission Cover Sheet*. Fill in form completely. Do not retype this form. The form does not need to be on your letterhead. Make sure you sign and date the form. If sending via e-mail, you may either use an electronic signature or scan the signed page to a PDF.
- 6.3.2 Section VI: *RFP Questionnaire*. Answer all questions and include any requested documents. You may send this as a Word document or PDF if submitting electronically.
- 6.4 Submissions received by the original proposal due date, whether by e-mail or hard copy, will be given priority for processing for approval. All submissions received after the original proposal due date will be processed as time permits.
7. **Proposal Validation, Use, and Updates**
- 7.1 **ITS** will validate the information in all Vendors’ proposals submitted in response to this RFP. Each response will be reviewed to assure that all requested information has been supplied and that the Vendor has accepted the required contractual terms and conditions. If information is missing or **ITS** needs clarifications, the Vendor will be contacted in writing.
- 7.2 The Vendor’s contact data will be added to the **ITS** General RFP database.
- 7.3 After the response has been validated and the information appended to the database, **ITS** will send the Vendor an approval memo which will contain information to register for the MSP Program with Knowledge Services.
- 7.4 **ITS** will continue to receive proposals after the initial opening through September 30, 2021. These will be processed in the order received and as time permits. If additional Vendors are required for a particular project, proposals may be solicited by **ITS** after the September deadline.
- 7.5 Any changes that need to be made to the Vendor’s contact information should be e-mailed to Jeanette Crawford at [Jeanette.Crawford@its.ms.gov](mailto:Jeanette.Crawford@its.ms.gov).

7.6 At times to be set at the discretion of **ITS**, an update may be requested from all participating Vendors.

8. **Right to Use General Proposals as Basis for an Express Products List**

Vendors should be aware that **ITS** reserves the right to create and publish an Express Products List (EPL) from General RFP responses received. EPLs are catalog-type lists of information technology products and services from which Mississippi government and public education entities may make approved purchases. Should **ITS** publish an EPL from a General RFP, Vendors selected for inclusion on the EPL will be given written notice of the fact and the option of whether to participate before the list is published.

9. **Additional Considerations**

9.1 Until validated, Vendor's proposals cannot be made available for participation in the MSP process or for the award/authorization of information technology purchases.

9.2 Once validated, Vendor's contact information will be forwarded to Knowledge Services to continue the registration process. This process may include registration and validation by other parties such as background checks and fingerprinting. Vendors must be approved by Knowledge Services prior to participating in the MSP Program.

9.3 Multiple evaluations and awards occur throughout the life cycle of the General RFP using the MSP process. Contracts or Statements of Work, if required, are negotiated at the time an award is made from proposals received in response to a posting by the MSP provider.

9.4 It is possible that your company will not be awarded a contract or Statement of Work based on the submission of a General RFP response.

10. **Posting of Valid Vendors on ITS Website**

ITS will publish a Valid Vendor Report that will contain the Vendors with a valid response to General RFP No. 3850. In addition, ITS will publish a "Participants in the Managed Service Provider Program" report containing those Vendors that have successfully completed the MSP program registration. These reports will be posted on the RFP download page on the ITS Website.

<https://www.its.ms.gov/Procurement/Pages/RFPsandSoleSources.aspx>

The Valid Vendor Report will consist of the Vendor company name with their contacts and their corresponding telephone numbers and e-mail addresses. Publishing these reports will allow our customers and other Vendors to see who is currently in the pool and the contacts for each Vendor.

11. **Scope of General RFP No. 3850 - Information Systems Consulting Services**

11.1 The State of Mississippi has a wide variety of telecommunications and computer system platforms and at times, supplemental personnel are needed to supply consulting and technical support services with expertise in

information technology. The General RFP has been issued to create a pool of Vendors with the capability of supplying these services.

- 11.2 In addition to traditional consulting services, **ITS** is seeking proposals from companies with experience and expertise in the management, integration, deployment, design, implementation, and support of large-scale wireless communication solutions for governmental entities.
- 11.3 Also, **ITS** may use this RFP to seek proposals for turnkey applications and consulting projects.
- 11.4 **ITS** uses the MSP process described in Section VIII: Managed Service Provider Program to procure information systems consulting services for its customers, with the MSP soliciting quotations and configurations on a project-by-project basis from the validated/approved Vendors responding to this RFP and completing the registration process with the MSP.

## **SECTION VIII MANAGED SERVICE PROVIDER PROGRAM**

### **1. Introduction**

- 1.1 Do not respond to this section in your RFP response. This section is included for information on how this RFP will be used during the cycle and how Vendors are expected to respond.
- 1.2 The Managed Service Provider (MSP) Program process is used during the RFP's life to solicit services and pricing information on a project-by-project basis.
- 1.3 ITS and Guidesoft, d/b/a Knowledge Services, have entered into a contract for a Managed Service Provider (MSP) Program to supply information consulting systems services contingent workers. The contract allows for milestone, deliverable and/or service-based consulting projects. Knowledge Services, with the support of a Vendor Management System (VMS), dotStaff™, enables the MSP Program team to procure and manage contractor sourcing, timekeeping, and invoicing.

### **2. Use of the Managed Service Provider Program**

- 2.1 General RFP No. 3850 establishes a vendor pool to be used for the acquisition of Information Systems Consulting Services. ITS will continue to maintain the General RFP No. 3850 Vendor pool and any Vendors solicited by Knowledge Services will respond to the ITS General RFP No. 3850 for evaluation by ITS.
- 2.2 Procurement requests for consulting services will no longer be sent to ITS. The MSP is replacing the ITS Letter of Configuration (LOC) process that was previously used to obtain resources for consulting services.
- 2.3 The MSP carries the primary responsibility for over-seeing all consulting services engagement requirements from candidate selection to compliance and reporting. The MSP becomes the point of contact for agencies utilizing the program, with ITS providing contract management and program oversight.
- 2.4 The MSP can provide resources for IT staff augmentation or milestone/deliverables based projects.
- 2.5 Knowledge Services will provide instructions for responding to requests for services.
- 2.6 To receive these requests for services, Vendor must possess a valid response to the General RFP No. 3850 and successfully register with Knowledge Services for the MSP Program.
- 2.7 Vendors will be selected for each solicitation based on lowest and best evaluation.

3. **Communication with Staff**

From the issue date of a request for resources by the MSP until a Vendor is selected and the selection is announced, responding Vendors should communicate with the MSP rather than with the requesting agency. Vendors failing to comply with this requirement will be subject to disqualification. The Vendor may consult with State representatives during any scheduled oral presentations, demonstrations, or site visits.

4. **Vendor Response to MSP Posting**

It is the responsibility of the Vendor to identify clearly all costs associated with any item or series of items in the posting. The Vendor must include and complete all parts of the cost response in a clear and accurate manner. Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost response may be grounds for rejection of the Vendor's response. Costs that are not clearly identified will be borne by the Vendor. The Vendor should supply supporting details as described in the posting.

5. **Posting of MSP Awards on ITS Website**

Awards made under the MSP Program may be viewed on the "ITS Procurement Status, Award, and Approval Information" page on the ITS website.

<http://www.its.ms.gov/Procurement/Pages/Procurement-Award.aspx>

From this page, select the link "Managed Service Provider (MSP) Program".

6. **Additional Projects**

Vendors should also check the ITS website for RFPs issued for additional projects beyond the scope of this General RFP. First, access the ITS website.

<http://www.its.ms.gov>

Then choose "RFPs and Sole Sources Advertised" from the Quick Links panel.

**SECTION IX  
REFERENCES**

**ITS** is not requesting the submission of references with the Vendor's proposal. The Vendor will be required to provide appropriate references, if requested, as related to each MSP posting.



**EXHIBIT A  
STANDARD CONTRACT**

A properly executed contract is not a requirement of this RFP. A contract will be provided by Knowledge Services as a requirement to participate in the MSP Program. A Statement of Work will be negotiated between agency customers and Knowledge Services on a project-by-project basis for the Vendor's review.