



## RFP No: 4464

INVITATION: Proposals, subject to the attached conditions, will be received at this office until **December 6, 2022 @ 3:00 p.m.** Central Time for the acquisition of the products/services described below for **Mississippi Department of Wildlife, Fisheries, and Parks.**

**Recreational Licensing and Point of Sale System**

NOTE: THIS RFP CONTAINS MANDATORY REQUIREMENTS TO WHICH NO EXCEPTION MAY BE TAKEN. SEE SECTION VII, ITEM 2, FOR DETAILS.

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

Alec Shedd  
Technology Consultant  
Information Technology Services  
3771 Eastwood Drive  
Jackson, MS 39211  
(601) 432-8162  
Alec.Shedd@its.ms.gov

To prevent opening by unauthorized individuals, the proposal must be sealed in an envelope/package. The following must be clearly typed on a label affixed to the package in a clearly visible location:

PROPOSAL, SUBMITTED IN RESPONSE TO  
RFP NO. 4464  
Due December 6, 2022 @ 3:00 p.m.,  
ATTENTION: Alec Shedd

A handwritten signature in blue ink that reads "David C. Johnson".

**David C. Johnson**  
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. **4464**.

- \_\_\_\_\_ 1) One USB flash drive that includes the Vendor's complete proposal. Label the USB with the Vendor name and RFP number. Include the items listed below on the USB.
- \_\_\_\_\_ 2) *Submission Cover Sheet*, signed and dated. (Section I)
- \_\_\_\_\_ 3) *Proposal Bond*, if applicable (Section I)
- \_\_\_\_\_ 4) *Proposal Exception Summary*, if applicable (Section V)
- \_\_\_\_\_ 5) Vendor response to *RFP Questionnaire* (Section VI)
- \_\_\_\_\_ 6) Point-by-point response to *Technical Specifications* (Section VII)
- \_\_\_\_\_ 7) Vendor response to *Cost Information Submission* (Section VIII)
- \_\_\_\_\_ 8) *References* (Section IX)

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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), including the Standard Contract in Exhibit A if included herein, except those listed as exceptions on the Proposal Exception Summary Form. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. 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 \_\_\_\_\_

**CONFIGURATION SUMMARY**

The Vendor must provide a summary of the main components of products/services offered in this proposal using 100 words or less.

## **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, in writing, 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. Any proposal received after proposal opening time will be returned unopened. Any proposal received with insufficient postage will be returned unopened.
4. Proposals or alterations by fax, e-mail, or phone will not be accepted.
5. Original signatures in blue ink are required on the Submission Cover Sheet and Configuration Summary. The signed, original Submission Cover Sheet and Configuration Summary must be included in the sealed package/envelope. The Vendor must include the Proposal Bond within the proposal package, (if explicitly required in Section IV).
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.
9. The Vendor must conform to the following standards in the preparation of the Vendor's proposal:
  - 9.1 The Vendor is required to submit one response of the complete proposal, including all sections and exhibits, on a USB flash drive. Vendor's documents must be submitted in Microsoft Office 2010 or higher format and/or PDF format, as appropriate. If PDF format is submitted, the file must be searchable.

- 9.2 To prevent opening by unauthorized individuals, the proposal must be sealed in a package/envelope. A label containing the information on the RFP cover page must be clearly typed and affixed to the package in a clearly visible location.
- 9.3 Number each page of the proposal.
- 9.4 Respond to the sections and exhibits in the same order as this RFP.
- 9.5 Label the file names of each section and exhibit, using the corresponding headings from the RFP.
- 9.6 If the Vendor does not agree with any item in any section, then the Vendor must list the item on the *Proposal Exception Summary Form*. (See Section V for additional instructions regarding Vendor exceptions.)
- 9.7 Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with "NOT APPLICABLE."
- 9.8 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 9.9 When an outline point/attachment is a statement provided for the Vendor's information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the *Submission Cover Sheet* and providing a *Proposal Exception Summary Form*.
- 9.10 Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.
- 9.11 The Vendor must fully respond to each requirement within the *Technical Specifications* by fully describing the manner and degree by which the proposal meets or exceeds said requirements.
10. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. **Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost proposal may be grounds for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Vendor.** The Vendor must complete the *Cost Information Submission* in this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the *Cost Information Submission*.
11. **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.

12. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of ITS.
13. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
  - 13.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.
  - 13.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.
  - 13.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
  - 13.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.
  - 13.5 The Vendor must submit a statement outlining the circumstances for the clarification.
  - 13.6 The Vendor must submit unsolicited clarifications via USB in the same manner as detailed in Item 9 above.
  - 13.7 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).
14. **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.

  - 14.1 The State's contact person for the selection process is: Alec Shedd, Technology Consultant, 3771 Eastwood Drive, Jackson, MS 39211, 601-432-8162, [Alec.Shedd@its.ms.gov](mailto:Alec.Shedd@its.ms.gov).



- 14.2 Vendor may consult with State representatives as designated by the State's contact person identified in 14.1 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 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 before the proposal opening date at:

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

Any and all amendments will be posted no later than noon, seven calendar days prior to the proposal opening date listed on the cover page of this RFP. If you are unable to access the ITS website, you may contact the ITS Technology Consultant listed on the cover page 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 award a contract to the lowest and best responsive Vendor who meets specifications, considering price and other factors. 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. **Multiple Awards**

ITS reserves the right to make multiple awards.

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. **Best and Final Offer**

The State reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the State believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the State, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the State. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the State that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.

17. **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.

18. **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.

19. **Additional Information to be Included**

In addition to answering each specification within this RFP, the Vendor must include complete product/service information, including product pictorials and technical/descriptive literature relative to any product/service offered with the proposal. Information submitted must be sufficiently detailed to substantiate that the products/services offered meet or exceed specifications.

20. **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, including the *Standard Contract* in Exhibit A if included herein, except those specifically listed as exceptions on the *Proposal Exception Summary Form*. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. 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**  
**ITS** will be responsible for all document creation and editorial control over all contractual documentation related to each procurement project. The following documents will normally be included in all contracts between **ITS** and the Vendor:
  - 3.1 The Proposal Exception Summary Form as accepted by **ITS**;
  - 3.2 Contracts which have been signed by the Vendor and **ITS**;
  - 3.3 **ITS'** Request for Proposal, including all addenda;
  - 3.4 Official written correspondence from **ITS** to the Vendor;
  - 3.5 Official written correspondence from the Vendor to **ITS** when clarifying the Vendor's proposal; and
  - 3.6 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 will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See Section 31-7-305 of the Mississippi Code Annotated. Seller understands and agrees that Purchaser is exempt from the payment of taxes.
- 7.9 The State shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.

**8. Approved Contract**

- 8.1 Award of Contract - A contract is considered to be awarded to a proposer once the proposer's offering has been approved as lowest and best proposal 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, or
  - 8.1.3 CP-1 authorization executed for the project, or
  - 8.1.4 The **ITS** Board's approval of same during an open session of the Board.
- 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. Contract Validity**

All contracts are valid only if signed by the Executive Director of **ITS**.

**10. Order of Contract Execution**

Vendors will be required to sign contracts and to initial all contract changes before the Executive Director of **ITS** signs.

**11. 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.



**12. CP-1 Requirement**

All purchase orders issued for goods and services acquired from the awarded Vendor under this RFP must be encoded by the Customer agency with a CP-1 approval number assigned by ITS. This requirement does not apply to acquisitions that by policy have been delegated to State entities.

**13. Requirement for Electronic Payment and Invoicing**

13.1 Payments to the awarded Vendor for all goods and services acquired under this RFP by state agencies that make payments through the Mississippi State Government's Enterprise Resource Planning (ERP) solution ("MAGIC") will be made electronically, via deposit to the bank account of the Vendor's choice. The awarded Vendor must enroll and be activated in PayMode™, the State's current vehicle for sending and receiving electronic payments, prior to receiving any payments from state agencies. There is no charge for a Vendor to enroll or receive payments via PayMode. For additional information on PayMode, including registration instructions, Vendors should visit the following website: <http://www.paymode.com/mississippi/>. Vendors may also request assistance from the Mississippi Management and Reporting System (MMRS) Call Center regarding PayMode registration by contacting [mash@dfa.ms.gov](mailto:mash@dfa.ms.gov).

13.2 For state agencies that make payments through MAGIC, the awarded Vendor is required to submit electronically all invoices for goods and services acquired under this RFP, along with appropriate supporting documentation, as directed by the State.

13.3 Items 13.1 and 13.2 only apply to state agencies that make payments through MAGIC. Payments and invoices for all other entities will conform to their standard methods of payment to contractors.

**14. Time For Negotiations**

14.1 All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor's initial receipt of the project contract from ITS, unless ITS consents to extend the period. Failure to complete negotiations within the stated time period constitutes grounds for rejection of the Vendor's response to this RFP. ITS may withdraw the proposal award and begin negotiations with the next ranked Vendor immediately or pursue any other option.

14.2 Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form, as well as any new items that the State may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor's proposal shall be submitted three (3) working days prior to scheduled negotiations, unless ITS consents to a different period.

**15. 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 with the State.

**16. 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.

16.1 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.

16.2 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.

16.3 Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party's name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the State, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the State. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor's proposal and subsequently accepted by the State.

**17. 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.

**18. 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.

**19. 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.

**20. References to Vendor to Include Subcontractor**

All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors.

**21. Outstanding Vendor Obligations**

21.1 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.

21.2 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.

21.3 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.

**22. Equipment Condition**

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.

**23. Delivery Intervals**

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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. Ownership of Developed Software**

28.1 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.

28.2 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.

**29. 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.

**30. 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.

**31. 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.

**32. 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.

**33. 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.

**34. 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.

**35. 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. 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 that your company might wish to consider protecting as a trade secret or as confidential commercial or financial information. 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.

36. **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.

37. **Proposal Bond**

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

38. **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.

39. **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.

40. **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.

41. **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 4464.

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.

**42. 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

Please return the *Proposal Exception Summary Form* at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or state "No Exceptions Taken." If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions to any item in this RFP document.

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with "shall" or "must," as long as the following are true:
  - 1.1 The specification is not a matter of State law;
  - 1.2 The proposal still meets the intent of the RFP;
  - 1.3 A *Proposal Exception Summary Form* is included with Vendor's proposal; and
  - 1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the *Proposal Exception Summary Form*.
2. The Vendor has no liability to provide items to which an exception has been taken. **ITS** has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and **ITS** will discuss each exception and take one of the following actions:
  - 2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
  - 2.2 **ITS** will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
  - 2.3 **ITS** and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
  - 2.4 None of the above actions is possible, and **ITS** either disqualifies the Vendor's proposal or withdraws the award and proceeds to the next ranked Vendor.
3. Should **ITS** and the Vendor reach a successful agreement, **ITS** will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Vendor's exceptions. The *Proposal Exception Summary*, with those exceptions approved by **ITS**, will become a part of any contract on acquisitions made under this RFP.
4. An exception will be accepted or rejected at the sole discretion of the State.
5. The State desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the State's RFP, including the *Standard Contract* in

Exhibit A, if included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

6. For Vendors who have successfully negotiated a contract with **ITS** in the past, **ITS** requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to **ITS** or participated in contract negotiations with **ITS** on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

### PROPOSAL EXCEPTION SUMMARY FORM

List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.

ITS RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	ITS Acceptance
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	(sign here only if accepted)
1.			
2.			
3.			
4.			
5.			
6.			
7.			

## SECTION VI RFP QUESTIONNAIRE

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

1. **Mississippi's Accountability System for Government Information and Collaboration (MAGIC) Information for State of Mississippi Vendor File**

- 1.1 **MAGIC Vendor Code:** Any Vendor who has not previously done business with the State and has not been assigned a MAGIC Vendor code should visit the following link to register:

<http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/supplier-self-service/>

- 1.2 Vendors who have previously done business with the State may obtain their MAGIC Vendor code and all Vendors may access additional Vendor information at the link above.

- 1.3 All Vendors must furnish **ITS** with their MAGIC Vendor code. (begins with the number 3)

MAGIC Vendor Code: \_\_\_\_\_

- 1.4 **Vendor Self-Certification Form:** 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 Form. 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 on this form and who has not previously submitted a form to the State of Mississippi should submit the completed form with the proposal. A copy of the Minority Vendor Self-Certification Form can be obtained at:

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

- 1.6 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).

If Vendor is claiming status as a Minority Business Enterprise or Woman Business Enterprise, the Vendor must include a copy of their Minority Vendor Self-Certification Form with their RFP response.

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. **Compliance with National Defense Authorization Act**

The Vendor must state if Vendor equipment being provided is in compliance with the National Defense Authorization Act, Section 889. (A yes or no answer is required.)

4. **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:

- 4.1 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.)
- 4.2 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.

5. **Pending Legal Actions**

- 5.1 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.)
- 5.2 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.)
- 5.3 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.
- 5.4 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.

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

Does the Vendor 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? This agreement is required by Section 25-1-111 of the Mississippi Code Annotated.

7. **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 calendar 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.)

8. **Order and Remit Address**

The Vendor must specify both an order and a remit address:

Order Address:

--

Remit Address (if different):

--

9. **Taxpayer Identification Number**

Vendor must specify their taxpayer identification number.

10. **Certification of Liability Insurance**

Vendor must provide a copy of their Certificate of Liability Insurance with their RFP response.

11. **E-Verify Registration Documentation**

Vendor must ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008). Vendor must provide documentation of their E-Verify compliance with their RFP response. See Section IV, Item 42 for additional information.

## SECTION VII TECHNICAL SPECIFICATIONS

### 1. How to Respond to this Section

- 1.1 Beginning with Item 2.1 and through Item 34.3 of this section, label and respond to each outline point in this section as it is labeled in the RFP.
- 1.2 The State is under the impression that Vendors have read and agree to all items in this RFP. Vendors should take exception to items in which they disagree.
- 1.3 The Vendor must respond with "WILL COMPLY" or "EXCEPTION" to each point in this section. In addition, many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the State's sole discretion, being subject to disqualification.
- 1.4 "WILL COMPLY" indicates that the vendor can and will adhere to the requirement. This response specifies that a vendor or vendor's proposed solution must comply with a specific item or must perform a certain task.
- 1.5 If the Vendor cannot respond with "WILL COMPLY", then the Vendor must respond with "EXCEPTION". (See Section V, for additional instructions regarding Vendor exceptions.)
- 1.6 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 1.7 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

### 2. Mandatory Provisions or No Mandatory Provisions in Technical Requirements for this RFP

- 2.1 Certain items in the technical specifications of this RFP are MANDATORY. Vendors are specifically disallowed from taking exception to these mandatory requirements, and proposals that do not meet all mandatory requirements are subject to immediate disqualification.
- 2.2 Mandatory requirements are those features classified as "MANDATORY" in Section VII, *Technical Specifications*. Meeting a mandatory requirement means the Vendor meets the qualifications and experience required and/or requested functionality exists in the base solution.

### 3. General Overview and Background

- 3.1 The mission of the Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP) is to conserve and enhance Mississippi's wildlife, fisheries, and parks, provide quality outdoor recreation, and engage the public in natural resource

conservation. The Agency is organized into six bureaus: Law Enforcement, Freshwater Fisheries, the Museum of Natural Science (MMNS), State Parks, Support Services, and Wildlife. Mississippi has 25 state parks that stretch from the Tennessee border to the Gulf of Mexico.

- 3.2 MDWFP is seeking proposals to provide a Recreational License system which includes point of sale (POS) hardware and software, licensing processing for hunting, fishing, boating, lake permits, waterfowl stamps, Mississippi Outdoors magazine subscription, and new functionality not currently offered improving the customer experience and MDWFP capabilities. MDWFP's contract for its current system expires July 31, 2023.

#### 4. Procurement Project Schedule

Task	Date
First Advertisement Date for RFP	11/08/22
Second Advertisement Date for RFP	11/15/22
Deadline for Vendor's Written Questions	3:00 p.m. Central Time on 11/17/22
Deadline for Questions Answered and Posted to ITS Web Site	11/29/22
Open Proposals	12/06/22
Begin Evaluation of Proposals	12/06/22
ITS Board Presentation	01/19/23
Begin Contract Negotiation	01/19/23
Proposed Project Implementation Start-up	February 1, 2023
Project Go-Live Deadline	January 1, 2024

#### 5. Statement of Understanding

- 5.1 Vendors may request additional information or clarifications to this RFP using the following procedure:
- 5.1.1 Vendors must clearly identify the specified paragraph(s) in the RFP that is in question.
  - 5.1.2 Vendor must deliver a written document to Alec Shedd at ITS by Thursday, November 17, 2022 at 3:00 p.m. Central Time. This document may be delivered by hand, mail, email, or fax. Address information is given on page one of this RFP. The fax number is (601) 713-6380. **ITS WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF QUESTION DOCUMENTS.** It is solely the responsibility of the vendor that the clarification document reaches ITS on time. Vendors may contact Alec Shedd to verify the receipt of their document. Documents received after the deadline will be rejected.



- 5.2 All questions will be compiled and answered, and a written document containing all questions submitted and corresponding answers will be posted on the **ITS** web site by close of business on Tuesday, November 29, 2022.

## 6. General Requirements

- 6.1 MDWFP seeks a fully integrated, self-contained licensing and point-of-sale solution for managing all aspects of customer information, marketing, event management, volunteer management, harvest reporting, boat registration, law enforcement citations, and all related financial services for both recreational and commercial licenses listed within the requirements below. If any component(s) necessary for operation of the requested system is omitted from Vendor's proposal, Vendor must be willing to provide the component(s) at no additional cost.
- 6.2 Vendor will be responsible for providing hardware (computers, monitors, cables, printers [receipt and license printers], etc.) to license agents, and MDWFP agents at 450 agent sites designated by the agency. Equipment must be maintained with software / security updates. The vendor will propose the best solution for the agency and its designated agents. The point-of-sale system must meet all Payment Card Industry (PCI) requirements, and any Mississippi security compliance requirements.
- 6.3 **MANDATORY** - All of the information and functionality requested in this RFP should be provided in a self-contained system.
- 6.4 **MANDATORY** - Vendors must be capable of and have previous experience in the development, implementation, hosting, and support of fully integrated licensing and point of sale solutions of similar size and scope. Vendors must provide at least 2 references per Section IX of the RFP that substantiate this experience.
- 6.5 **MANDATORY** - The system must be able to handle more than 225 privilege/license types.
- 6.6 **MANDATORY** – The vendor must have the ability to provide an analog point-of-sale solution for agents who cannot sell licenses through an online portal.
- 6.7 **MANDATORY** - The system must be able to connect to the Mississippi Department of Public Safety's system for Driver's License, ID checks, and child support delinquency.

## 7. Customer Information

- 7.1 The proposed System must support creation of records containing customer information fields (both individual and business related) necessary to meet business and federal reporting requirements and contract specifications.
- 7.2 The System must link customer information records to all activities, purchases, products, and selections by the customer that are handled by the System.

- 7.3 At a minimum, data fields will include but are not limited to last name, first name, middle name or initial, suffix, address, telephone number, email address, text number, gender, race, residency status, birth date, SSN, Agency customer number, lifetime license number and date of purchase, driver's license number and state of issuance, other official document identification numbers and issuer (such as a Green Card, Non-US DL, Passport, Visa, Tribal ID), citizenship, hunter certification number, shipping and credit card billing addresses, and business name. The system must also support identifiers on specific licenses such as organ donation.
- 7.4 The System must allow customer activity to be viewed, tracked, reported, printed, and stored.
- 7.5 The System must support a customer contact information system that will allow the Agency and Vendor to communicate with customers regarding recreational licenses and boat registration expirations and other products included in the contract, marketing and other types of direct communications. The System must provide the ability for the Agency and Vendor to automatically generate paper and electronic correspondence to individuals, multiple license/permit holders, applicants, outside entities and agencies based upon System records, and save and update this correspondence for reuse. The system must also support the ability to generate reports of customer records of permit / license holders by specific fields chosen by the agency (e.g., CSV files of customers who licenses are set to expire within 60 days, etc.)

## **8. Recreational License Administration, Sales and Related Services**

- 8.1 The System and Vendor-developed and managed business processes must contain an administrative interface and processes to support creation, administration, sale and fulfillment of all recreational licenses as well as a point-of-sale system for the sale of goods (shotgun shells, targets, etc).
- 8.2 The System must support Agency and Vendor administration activities for recreational licenses including editing, activating, deactivating, setting cross references and dependencies, setting price, refunding and reversing, determining outlets, determining requirements, determining fulfillment methods, and setting other attributes to support all business processes for all recreational licenses.
- 8.3 For every specific Recreational License, the System must consider the customer's age, residency, hunter certification or other privileges or certifications held, product requirements, information or documents provided, and other criteria specified by individual products to determine whether or not the customer qualifies for the specific Recreational License that may have such restrictions. The System will allow requirements for each specific Recreational License to be set independently, including SSN requirement.
- 8.4 The administrative interface must allow the Agency and Vendor to do the following.
  - 8.4.1 Enter data elements that describe each Recreational License.

- 8.4.2 Associate recreational licenses with others whose permissions and elements are the same as the license or permit being created (e.g. Sportsman's License and Hunting License).
- 8.4.3 Associate licenses and set dependencies that are prerequisites of a given recreational license and set attributes and cross references for each specific recreational license.
- 8.4.4 Set price for resident vs. non-resident Recreational Licenses or set price for other purposes.
- 8.4.5 Establish different recreational license fees or service fees by agent type, purchase method, type of license, customer attributes, and license duration.
- 8.4.6 Assign different fulfillment types or specific business procedures for issuance of all recreational licenses.
- 8.4.7 Assignment of agent or business method available to sell a specific recreational license.
- 8.4.8 Define where the funds should be distributed by state general ledger codes, cost collector, and other descriptors for each product - there may be several levels of cost collectors and funds for a product and multiple cost collectors and funds within a single transaction.
- 8.4.9 Set and determine whether a discount is available for a particular transaction, based on which recreational licenses are purchased and held.
- 8.4.10 Set different security levels for various users to see data or perform certain functions.
- 8.5 The System must not allow a Recreational License or other product or service to be deleted, only deactivated, so data for past and currently active products is retained in the System. A Recreational License cannot be deactivated if it has dependencies (for example, if it is a prerequisite of another active license or permit) except by specific administrative users.
- 8.6 The System must allow Administrators to independently set specific characteristics and cross references for recreational licenses including but not limited to:
  - 8.6.1 when they become available for purchase
  - 8.6.2 the start date
  - 8.6.3 when they expire

- 8.6.4 the Privilege Period
  - 8.6.5 whether customers may choose the start date,
  - 8.6.6 Date of sale (for Wildlife and Sport Fish Restoration (WSFR) license certification)
  - 8.6.7 whether they are eligible for a Discount
  - 8.6.8 set dependencies on age, disability, or other customer characteristics
  - 8.6.9 whether a survey is mandatory, and which survey
  - 8.6.10 if the license can be reprinted and cost, if any
  - 8.6.11 whether they can be revoked (child support or other database)
  - 8.6.12 whether they issue automatically with another license
  - 8.6.13 the customer screen display group and display order
- 8.7 Lookup values for recreational licenses, links and other features must be dynamically accessed (not "hard coded" to a set list or location) when defining attributes, links, and similar items. The Agency must have the ability to modify lookup values.
- 8.8 The System must support selectively setting what customer or other data is mandatory for each type of recreational license, setting the customer message for missing requirements, and give warning messages or block products for wrong or missing customer or other data. Messages should be customizable, and the system should support different messaging for different missing requirements/errors.
- 8.9 The System must check customers' DOB and other information to determine if a Hunter Safety Certification Number is required to purchase specific privileges specified by the agency, or to exempt customers from this requirement. Customers born on or after a set date and not meeting this or other conditions must be informed they do not meet the Hunter Safety Certification requirement for specific privileges, as determined by the Agency for each different Recreational License that requires hunter certification.
- 8.10 The System must allow administrative users to look up users by first name, last name, customer number, city, state, date of birth, and every other customer attribute and combination of attributes available. The System must accommodate partial data entries or "wildcards" to be used for lookup.
- 8.11 A customer or Agent printed recreational license must contain Agency specified information on a small license printer's paper stock—per MDWFP's current format. However, the system must also support license information to be printed

on a single page of 8 1/2" x 11" paper stock. The System must allow the Agency to update and modify logos, language, symbols, messages or other information that prints on the paper stock. However, the System must also support other means of sending the customer their license such as email, text, mobile app, etc. Vendor will be responsible for providing consumables (excluding 8.5 x 11 paper) such as receipt paper and smaller format license paper stock.

- 8.12 The System must allow certain customers to be classified as exempt from specified requirements, must allow over-rides from requirements for any customer, allow license start and expiration dates to be modified, and must restrict such over-rides and changes to administrators with specific role-based security levels.
- 8.13 The application must allow customers to purchase and obtain, or Agents to sell or select, multiple products for a customer in one transaction, as specified by the Agency. One Vendor Transaction Fee will be charged for a single Transaction where the Transaction includes one or more products identified by the Agency as eligible for a Vendor Transaction Fee.
- 8.14 The System and process must allow Agents and customers to reprint currently held and valid recreational licenses at no charge (no Vendor Transaction Fee). The System and process must allow Agents and customers to obtain and print recreational licenses at no charge (no Vendor Transaction Fee) if the Transaction contains only products that are free or identified by the Agency as ineligible for a Vendor Transaction Fee.
- 8.15 Customers purchasing / requesting any duplicate lifetime license must not be charged a transaction fee. However, some duplicates MDWFP reserves the right to charge for such as annual and lifetime lake permits.
- 8.16 The System must allow customers to make donations for various programs or causes prior to checkout. These shall be selectable by the Agency. The System must also allow the Agency to place and edit icons or links on the System that go to other web sites for donations or for other purposes. The system must also support the option to roll up your total to the nearest dollar amount or specified dollar amount—separate from the donation amount.
- 8.17 For specific Recreational License Products or Transactions selected by the Agency, the System must generate a Temporary Authorization Number (TAN), designed by the Agency, on the document that translates to the attributes of that individual customer, Recreational License and customer purchase to be used as a temporary proof of purchase and to help prevent forgeries.
- 8.18 The System must allow customers to provide a shipping address or residence address different from their address included in the Mississippi driver's license file, if validation is implemented, and must support billing address information that may be different to match to credit card validation.

- 8.19 The System must accommodate manual and electronic setting of revocations limiting or blocking the purchase of specified licenses, products or privileges as determined by Mississippi Code and the Agency.
- 8.20 The Vendor must supply all functions, processes, and Systems to provide all recreational licenses through a minimum of three outlets: a Web-based (Internet) System; Agents; and a Customer Service Center using at a minimum telephone and postal mail. recreational licenses must be available on the Web-based System to customers and for Agent access on a 24/7 basis (However, some privileges must not be renewable if a survey has not been completed). The System and processes must accommodate and provide for acquisition of recreational licenses and other services through specific strategies for customer mobile devices and through a mobile app.
- 8.21 The Vendor will send email renewal notices to customers with expiring recreational licenses if they have provided an email address on a schedule to be determined by the Agency. The agency needs an option to send text renewal notices to customers if they provide a valid mobile number and opt into the system.
- 8.22 The System must include a statement for customers to select or check off that all customer information is correct including residency status.
- 8.23 The System must require an email address from customers, but with an opt out button and Agency customizable message about the opt out.
- 8.24 Recreational Licenses not valid for purchase or acquisition by a customer based on license cross references must be grayed out, hidden, or otherwise indicated to the customer that the license is not available.
- 8.25 The System must allow the sale and reprinting of recreational licenses from the administrative interface.
- 8.26 Customers providing an email address must receive an immediate email confirmation of purchase that includes a receipt, temporary authorization number, a list of all valid Recreational Licenses and Boat registrations, and other information from the System or static information supplied by the Agency.
- 8.27 The System must help and direct customers through the steps required to set up an account, and initiate and make a purchase or selection of recreational licenses, including gathering required customer and license specific information such as resident / non-resident status, citizen / non-citizen status, DOB, MS DL #, SSN, address, phone number, and email.
- 8.28 The System must allow customers (residents, non-residents, and non-US citizens) to securely log into existing accounts using the customer's DOB, Agency ID #, SSN, State DL #, Alternate ID # (e.g. Green Card, Non-US DL, Passport, Visa, Tribal ID card), or other information.

- 8.29 The System must narrow choices for specific customers and display only recreational licenses based on such factors as licenses currently held, age, residency status, current date and other factors.
- 8.30 The System must allow the Agency to create and customize customer surveys, which may be linked to specific recreational license types. The System must prompt and collect required information from the customer that is stipulated by requirements for specific recreational licenses selected (for example, the selection of a hunting license triggers the requirement for a migratory bird (HIP) survey). The system should also allow MDWFP administrators to prevent purchase of specific privileges if a survey has not been completed.
- 8.31 The System will confirm residency status by checking the current Mississippi driver's license file or require an agent to verify other acceptable forms of proof of residency each time a customer attempts to purchase a Mississippi resident privilege. The System must block purchase or give warning messages for incorrect residency data.
- 8.32 The System must describe or explain each recreational license to customers.
- 8.33 The System must also support point of sale transactions for various items. (E.G.: Firewood, Ice, Candy, shooting ranges' sales, etc.). System must support all locations that need a POS system and support splitting purchases across various cost collectors, etc.
- 8.34 The system must support the display of messages telling the customer that their purchase as been denied with an error code for them to mention when contacting MDWFP about the failed sale.
- 8.35 The system must support a quick renewal process for privileges designated by the agency.

**9. Commercial Licenses, Special Permits, and Related Products**

- 9.1 The System and Vendor developed, managed business processes must contain an administrative interface and processes to support creation, administration, sale, and fulfillment of all License Related Products.
- 9.2 The System must support Agency and Vendor administration of License Related Products including editing, activating, deactivating, setting cross references and dependencies, setting price, refunding and reversing, determining outlets, determining requirements, determining fulfillment methods, and setting other attributes to support all business processes for all License Related Products.
- 9.3 The System and Vendor business processes must support Agency review, approval, endorsement or other special handling and printing of License Related Products that require special license conditions, documents, or other Agency actions. This includes but is not limited to some commercial licenses, and special permits, some types of lifetime licenses, and disability licenses.

- 9.4 For every specific License Related Product and every other product or service, the System must consider the customer's age, residency, hunter certification or other privileges or certifications held, product requirements, information or documents provided, and other criteria specified by individual products to determine whether or not the customer qualifies for the specific License Related Product or other product or service that may have such restrictions. The System must allow requirements for each specific License Related Product or other product or service to be set independently, including SSN requirement.
- 9.5 The administrative interface must allow the Agency and Vendor to do the following:
  - 9.5.1 Enter data elements that describe each License Related Product.
  - 9.5.2 Associate License Related Products with others whose permissions and elements are the same as the license or permit being created (e.g. Sportsman's License and Hunting License).
  - 9.5.3 Associate licenses and set dependencies that are prerequisites of a given License Related Product and set attributes and cross references for each specific License Related Product.
  - 9.5.4 Set price for resident vs. non-resident License Related Products or set price for other purposes.
  - 9.5.5 Establish different License Related Product fees or service fees by agent type, purchase method, type of license, customer attributes, and license duration.
  - 9.5.6 Assign different fulfillment types or specific business procedures for issuance of all License Related Products.
  - 9.5.7 Assign an agent or business method available to sell a specific License Related Product.
  - 9.5.8 Define where the funds should be distributed by state General Ledger (GL) Account Codes, Object Codes, Project Number, and other descriptors for each product - there may be several levels of Object Codes for a product and multiple GL Account Codes or Object Codes within a single Transaction.
  - 9.5.9 Set different security levels for various users to see data or perform certain functions.
- 9.6 The System must not allow a License Related Product or other product or service to be deleted, only deactivated, so data for past and currently active products is retained in the System. A License Related Product cannot be deactivated if it has dependencies (for example, if it is a prerequisite of another active license or permit).



- 9.7 The System must allow Administrators to independently set specific characteristics and cross references for License Related Products including but not limited to:
- 9.7.1 when they become available for purchase
  - 9.7.2 the start date
  - 9.7.3 when they expire
  - 9.7.4 the Privilege Period
  - 9.7.5 whether customers may choose the start date
  - 9.7.6 Date of sale
  - 9.7.7 whether they are eligible for a Discount
  - 9.7.8 set dependencies on age, disability, or other customer characteristics
  - 9.7.9 whether a survey is mandatory, and which survey
  - 9.7.10 if the license can be reprinted and cost, if any
  - 9.7.11 whether they can be revoked (child support or other reason)
  - 9.7.12 option to set rules to flag accounts for not submitting harvest reporting and/or surveys (to prevent renewal of a license purchased)
  - 9.7.13 whether they issue automatically with another license
  - 9.7.14 the customer screen display group and display order
- 9.8 Lookup values for License Related Products and other products, links and other features must be dynamically accessed (not "hard coded" to a set list or location) when defining attributes, links, and similar items. The Agency must have the ability to modify lookup values.
- 9.9 The System must support selectively setting what customer or other data is mandatory for each type of License Related Product such as the resident commercial fishing license number for all non-residents, setting the customer message for missing requirements, and give warning messages or block products for wrong or missing customer or other data.
- 9.10 The System must check customers' DOB and other information to determine if a Hunter or Boater Safety Certification Number is required to purchase specific privileges specified by the agency, or to exempt customers from this requirement. Customers born on or after a set date and not meeting this or other conditions

must be informed they do not meet the Hunter Safety or Boater Certification requirement for specific privileges, as determined by the Agency for each different product that requires hunter or boater certification.

- 9.11 The System must inform customers of the progress and status of their License Related Product application (most relevant to special licenses including those requiring review and approval). The System must provide a reminder notification to the Agency if Agency personnel do not approve / deny a license within an Agency pre-determined time period
- 9.12 The System must allow administrative users to look up users by first name, last name, customer number, city, state, date of birth, and every other customer attribute and combination of attributes available. The System must accommodate partial data entries or "wildcards" to be used for lookup.
- 9.13 Customer or Agent printed recreational licenses must contain Agency specified information on a small license printer's paper stock—per MDWFP's current format. However, the system must also support license information to be printed on a single page of 8 1/2" x 11" paper stock. The System must allow the Agency to update and modify logos, language, symbols, messages or other information that print on the paper stock. However, the System must also support other means of sending the customer their license such as email, text, mobile app, etc. Vendor will be responsible for providing consumables (excluding 8.5 x 11 paper) such as receipt paper and smaller format license paper stock. Vendor must provide pricing that includes printer hardware and without.
- 9.14 The System must support administrator ability to define a starting number on any License Related Product that is incremented and printed with each product.
- 9.15 The System must allow—on approval from MDWFP--certain customers to be classified as exempt from specified requirements, must allow over-rides from requirements for any customer, must allow license start and expirations dates to be modified, and must restrict such over-rides and changes to administrators with specific role-based security levels.
- 9.16 The System must allow customers to purchase and obtain, or Agents to sell or select, multiple products for a customer in one transaction, as specified by the Agency. One Vendor Transaction Fee will be charged for each license, privilege, permit, etc. where the Transaction includes one or more products identified by the Agency as eligible for a Vendor Transaction Fee.
- 9.17 The System and process must allow Agents and customers to reprint currently held and valid License Related Products at no charge (no Vendor Transaction Fee) for a specified time period, from the time of the initial transaction, determined by the agency (EG: print error, jam). However, the system must allow duplicate License Related Products to be sold and a single supplier transaction fee be assessed. The system must allow specific MDWFP personnel to print duplicates at no charge and no transaction fee.

- 9.18 The System must allow customers to make donations for various programs or causes prior to checkout. These shall be selectable by the Agency. The System must also allow the Agency to place and edit icons or links on the System that go to other web sites for donations or for other purposes. The system must also support the "roundup" function to allow the cart to be rounded up the nearest whole dollar amount.
- 9.19 For specific License Related Products or Transactions selected by the Agency, the System must generate a Temporary Authorization Number (TAN), designed by the Agency, on the document that translates to the attributes of that individual customer, License Related Product and customer purchase to be used as a temporary proof of purchase and to help prevent forgeries.
- 9.20 The System must allow customers to provide a shipping address or residence address different from their address included in the Mississippi Driver's license file and must support billing address information that may be different to match to credit card validation information.
- 9.21 The System must accommodate manual and electronic setting of revocations limiting or blocking the purchase of specified licenses, products or privileges as determined by Mississippi Code and the Agency.
- 9.22 The Vendor must supply all functions, processes, and Systems to provide all License Related Products through a minimum of four outlets: a Web-based (Internet) System; Mobile app (Android, Apple, etc.); Agents; and a Customer Service Center using at a minimum telephone and postal mail. License Related Products must be available on the Web-based System and Mobile App to customers and for Agent access on a 24/7 basis. The System and processes must accommodate and provide for acquisition of License Related Products and other services through specific strategies for customer mobile devices.
- 9.23 The Vendor must send email renewal notices to customers with expiring License Related Products if they have provided an email address on a schedule to be determined by the Agency.
- 9.24 The System must include a statement for customers to select or check off that all customer information is correct including residency status.
- 9.25 The System must require an email address from customers, but with an opt out button and Agency customizable message about the opt out.
- 9.26 License Related Products not valid for purchase or acquisition by a customer based on license cross references must be grayed out, hidden, or otherwise indicated to the customer that the license is not available.
- 9.27 The System must allow the sale and reprinting of License Related Products from the administrative interface.
- 9.28 Customers providing an email address must receive an immediate email confirmation of purchase that includes a receipt, temporary authorization number,

a list of all valid License Related Products and boat registrations, and other information from the System or static information supplied by the Agency.

- 9.29 The System must help and direct customers through the steps required to set up an account and initiate and make a purchase or selection of License Related Products, including gathering required customer and license specific information such as resident / non-resident status, citizen / non-citizen status, DOB, MS DL #, SSN, address, Agency ID #, email, and other information as designated by the Agency.
- 9.30 The System must allow customers (residents, non-residents, and non-US citizens) to securely log into existing accounts using the customer's DOB, Agency ID #, SSN, State DL #, Alternate ID # (e.g. Green Card, Non-US DL, Passport, Visa), or other information.
- 9.31 The System must narrow choices for specific customers and display only License Related Products based on such factors as licenses currently held, age, residency status, current date, and other factors.
- 9.32 The System must confirm residency status by checking the current MS driver's license file or require an agent to verify other acceptable forms of proof of residency each time a customer attempts to purchase a MS resident privilege. The System must block purchase or give warning messages for incorrect residency data.
- 9.33 The system must allow select managers to allow the manual adding of privileges (ie: lifetime lake permits) to the system where initial sales data was never entered. Doing so should allow MDWFP to provide the customer a duplicate of their license/privilege.

## 10. **Boat Registration**

- 10.1 The System must support creation of records containing all boat and all registration data linked to a customer and the boat and incorporate data fields necessary to meet all requirements. The system shall contain an online boat registration system so that customers can fully register boats / vessels online which can then be processed by MDWFP personnel. The system shall support MDWFP's registration process including saving all necessary documents, images, etc. as well as provide a means to approve and reject customers, send email notifications / messages to request additional documents, etc. Any documents uploaded must be indexed with fields designated by the agency.
  - 10.1.1 The system should allow us to identify vessel type for each registration: motorized or non-motorized. Motorized vessels must be categorized as airboat, auxiliary sail, cabin motorboat, houseboat, inflatable boat, open motorboat, personal watercraft, pontoon boat, "other", and any other fields designated by MDWFP. Non-motorized vessels must be categorized as inflatable boat, paddle craft, rowboat, sail only, "other", and any other fields designated by MDWFP. Regardless of vessel type, a length

category in ft must also be collected: <16, 16 to <26, 26 to <40, 40 to 65, and <65.

- 10.1.1.1 The above categorizations are reported as "Recreational Vessels." We must also report on registered commercial vessels which are categorized as charter fishing, commercial fishing, commercial passenger carrying, or other commercial operation.
  - 10.1.2 The system must allow MDWFP administrators to attach any specific license or permit to a customer record based on MDWFP historical records. i.e., a paper but not electronic file record of the purchase of a lifetime lake/park permit.
- 10.2 The Vendor must notify applicants of incomplete applications and describe or explain the documents or steps required to complete the application. Customers must be able to check status and remaining requirements online or by contacting the Customer Service Center.
- 10.3 At a minimum, boat registration Agents should be able to enter boat information for a customer using the web based System, accept customer payment, and supply the customer with a printed receipt containing a temporary boat registration number and a list of any additional required documents or actions to complete registration. Customers would be responsible for sending the Vendor any additional documents or completing other required actions to finalize the registration process.
- 10.4 Customers must be sent an immediate email confirmation of purchase that includes a receipt, a temporary authorization number, and other information from the System or static information supplied by Agency. The receipt / email confirmation must be customizable by Agency.
- 10.5 For boat registration, transfers, renewals and other Transactions designated by the Agency, the System must generate and assign a Temporary Authorization Number (TAN) at creation, to be recorded in the System, printed on the receipt, and available for verbal transmission to the customer, to be used as a temporary authorization number (TAN) and to help prevent forgeries. The temporary authorization number field may be assigned a System generated expiration date using rules specified by the Agency for selected products.
- 10.6 The Vendor must mail customers Boat Registration along with Stop Aquatic Hitchhiker cards, and related product renewal notices between 30 to 60 days before such Boat Registration or product expires, when and as specified by the Agency, unless a System is in place for customers to elect to receive this information from the Vendor by mail, email, text message and all combinations of these methods. The customer must be able to indicate incorrect data on the mailed renewal form, and the Vendor must update this information in the electronic System. The System must prompt customers renewing electronically to verify and update personal information.

- 10.7 Boat Registrations and other boat related products not valid for purchase or acquisition by a customer must be grayed out or otherwise shown to the customer as not available, and if not available the reason the product is not available must be described or other information regarding availability must be given.
- 10.8 The System and business processes must allow Customer Service staff, Agents, the Agency, and customers to reprint paper receipts and paper proof of registration online at no charge (no Vendor Transaction Fee) for currently held and valid Boat Registrations and other boat related products. Duplicate Boat Registration and other boat related products that require fulfillment with a mailed product must require the customer to pay a Vendor Transaction Fee under the same conditions as the original purchase.
- 10.9 The System must allow manual adjustment of registration expiration date by administrators with the proper role- based security level.
- 10.10 The System must allow the Agency to look up boats by owner and owners, past owners, Mississippi registration number, HIN number or manufacturer number, and every other boat related attribute and combination of attributes.
- 10.11 The Vendor must make system modifications to support current and future Mississippi and federal law and rules, and legislatively mandated changes to requirements for Boat Registration, and related product requirements. The Vendor is responsible for changing the System, business processes, training and other supplied services to meet law and rule, including but not limited to changes to boat registration fees, classes, types, expiration dates, and changes to documentation requirements that must be supported.
- 10.12 After the customer meets all requirements and the registration or transfer of registration is completed, only then will the permanent boat registration number be calculated and assigned, and an expiration date computed according to Agency specifications. The boat registration number must be a unique system generated number—currently not in use. The permanent boat registration number assigned must be based on Agency and Coast Guard specifications, and the rules will be provided by the Agency. The System must have the capacity to utilize all unused numbers and letter combinations, block certain number or ending letter sequences from being used, or reissue any objectionable single number / letter combination, based on Agency specifications. The System must have the ability to use the oldest cancelled numbers first once all numbers available, as specified by the Agency, have been utilized.
- 10.13 The System and application must allow a customer to register, transfer, or renew one or more boats during a Transaction. If renewing multiple boats, the system must account for the number of boats registered and apply the necessary transaction fees (one per privilege). Customers may purchase additional boat related products during the same Boat Registration Transaction for one Vendor Transaction Fee unless multiple boats are registered.

- 10.14 Boat dealers and others specified by Mississippi Code that may order duplicate Certificates of Number for demonstration; testing or other use may order and renew multiple duplicate Certificates of Number during a single Transaction for one Vendor Transaction Fee.
- 10.15 Boat registration data must be made accessible to businesses, private citizens, and government agencies including the Mississippi Bureau of Investigation, the U.S. Coast Guard (including the Boat Identification System), County Tax Commissioners, US Dept. of Homeland Security, and other entities requiring electronic access and download of data as specified by the Agency. Access allowed to various data fields must be selectable by Agency. The agency must be able to charge a fee for purchase of this data online for the general public and anyone else designated.
- 10.16 Various data fields for boat registration are mandatory, and the System must allow fields to be defined in this manner. Boat and other customer or administrator entered data with identifiable criteria must be verified and validated as eligible data or numbers and must otherwise be checked for accuracy or eligibility. A purchase must be blocked and warning messages given for incorrect data based on Agency supplied data criteria and missing data. The System must allow selected mandatory data fields to be defined in a way that allows acceptance of payment and temporary purchase / registration without the field being completed, create an error message based on these fields, and provide administrator, Agent and/or customer prompts and notification that these fields must be completed by taking specific actions before registration is final. These data fields may include Vendor completed data fields that indicate status of mandatory requirements or documents that must be supplied by the customer to finalize registration.
- 10.17 The System must collect and maintain correct HINs (hull identification numbers). The system must also allow MDWFP to assign HIN numbers for any boat that does not have one. Validation rules using Agency specified rules must be put into place to help ensure that the proper HIN numbers are being entered. Data fields designated by the Agency to indicate HIN status, such as "questionable" and "field verified" must be supported by the System and validation rules, and business processes for Agency field boat inspections and HIN verifications must be supported. The System must provide for a HIN validation override for authorized users.
- 10.18 The System must allow the Agency to create and customize customer surveys linked to boat registrations or specific web pages.
- 10.19 All historical information and comments must be kept so that users can easily identify who owned what boats, when, and how they were registered, and include historical comments made by System administrators and System users, with data searchable by owner name, Mississippi registration number, and HIN at the time of the comment.

- 10.20 A report must be available that shows the number of boats with outstanding documents / registration pending, the types of errors, and dates customer were notified about any registration problems / solutions to complete the registration.
- 10.21 The System must allow the Customer Service Center and Agency users to automatically generate a standard letter showing last successful registration information (owner, address, MS registration number, HIN, boat information, and similar basic information). The letter must use current Agency letterhead. This letter is frequently provided to other state and federal agencies and customers, on request, to show boat ownership. The Vendor must make the letter available electronically to the requestor as specified by the Agency.

**11. System Design, Usability and Security**

- 11.1 The Vendor must develop and maintain the System and all related applications hosted on the Vendor's equipment. The System must be integrated with the Agency's Web site, hosted by the State of Mississippi.
- 11.2 The System must address network security, authentication, authorization, remote access and administration. The system must be compliant and maintain compliance with FISMA (Federal Information Security Management Act) security standards as defined by the Mississippi Technology Authority, and required by the State of Mississippi( <http://gta.Mississippi.gov/office-information-security>.) The System must provide information processing capabilities to Agency staff, and provide law enforcement, management, administrative, and other staff with on-line access to customer information and linked products, boat registrations, and recreational licenses and other products included in the contract; and statistical, financial, and other information as needed.
- 11.3 In addition to meeting the Agency's initial requirements specifically described in this proposal, the software provided must be dynamic and flexible enough to handle new data reporting requirements without the need to substantially modify the software. The Vendor's ability to provide this flexibility must be based on the software development environment and the database design proposed.
- 11.4 The operational environment must be web-based.
- 11.5 The proposed software architecture must include the ability for recreational licenses, boat registration sales and other services and products provided by the System to be made at the Vendors' site, Agent sites, and Agency sites. Accessing information and changes to information must be easily made through the web site and internet sales should be made with ease for Vendor's staff, Agents, Agency, and customers. Web screens should be intuitive; real-time updating must be made to the central data center; the System should support real-time data validation for integrity; the System must have integrated on-line credit card processing using Mississippi's Credit Card Processor; the System must have access to data based on generally accepted data standards and best practices as agreed to by the Agency; and the System must have remote querying/reporting.



- 11.6 The System must allow authorized Agency, Agent, or Vendor staff to maintain a narrative comments section for each unique customer record. The System must be capable of recording comments over time and associating each comment with the date entered, the product or boat, and user ID responsible for the comment.
- 11.7 The System must provide help screens to assist customers in identifying any Recreational License, Boat Registration, or product types and fees or special information associated with each type. The information contained on the help screens must be approved by the Agency. Help screen data should be in dynamic tables for updating by Vendor without code changes.
- 11.8 The System must provide a home page for the Internet System providing a greeting to the consumer entering the System, and must explain the requirements and purpose of the System.
- 11.9 Wherever coded values are used, a consistent method of browsing through possible code and descriptions must be made available for user review using drop down menus or other similar method, and values should be stored in dynamic tables for ease of updating without coding.
- 11.10 The overall web-based application look-and-feel must be consistent regardless of the type of product being procured. It must also clearly indicate on each web page the current step or progress made in the purchase process.
- 11.11 The System must provide shopping cart functionality: modify/add/remove items from the cart; buyer identification; customer information; item descriptions; ancillary information including valid privilege periods and expiration dates, recreational licenses or other product types, etc.; item prices; transaction fees, discounts, and other cost breakdowns; total costs; and currently held and valid products and licenses for comparison.
- 11.12 The System must provide a preview of privileges, recreational licenses, boat registrations, services, etc. being purchased or requested and all costs associated for the customer to review. The customer must also be provided with a list of terms and conditions (to accept or deny) prior to charging a credit card or otherwise accepting payment.
- 11.13 The System must provide a mechanism to customers to indicate concurrence with terms and conditions, citizenship, residency, or other affirmations specified by the Agency that can be deemed an electronic signature.
- 11.14 The System must have the functionality to prorate licenses so that customer's who purchase licenses at different times may pay for all renewals at the same time to get on a consistent payment / license schedule.
- 11.15 Look-up tables must be used whenever possible to reduce the amount of keying required and improve data integrity.
- 11.16 All tables must be maintained in a consistent fashion and must be dynamically updateable as an administrative function provided that the user has the

appropriate security permissions to maintain those tables. Look-up items should not be deleted in-order-to maintain data integrity and to preserve historical information.

- 11.17 The Vendor is responsible for the database management of the new System. The responsibilities include but are not limited to: modification/addition/deletion of tables, columns, and relationships; addition/modification of Recreational Licenses, Boat Registrations and other product types; addition/modification/deletion of Recreational Licenses, Boat Registrations and other product prerequisites; addition of users including other administrators; modification of existing customer data with regards to licensing and boat registrations and the ability to submit new information; modification of alerts and notes; modification/addition/deletion of survey questions (all questions should be maintained in the System for historical reference); addition/modification of items in the look-up tables; make corrections to the database resulting from such things as insufficient fund checks and declined credit cards as directed by the Agency; and similar tasks related to the System, data, relationships, and products and services provided by the System. The Agency may be given self-serve access to manage some of these items but will not be required to do so.
- 11.18 All page designs seen by the customer including navigations, link behavior and forms must follow Agency design standards and must be approved by the Agency prior to their implementation.
- 11.19 The System and related applications must not carry any advertising or other information unless it is explicitly authorized by the Agency.
- 11.20 All times and time-based activities in the System and services must be based on Central Time. The System must automatically handle daylight savings time.
- 11.21 The System must interface with Agents through an Agent provided computer with Agent provided high speed Internet connectivity and Vendor provided license printer and Vendor provided receipt printer. The System must also allow Agents to set up printers attached to their computers for printing licenses and receipts using plain 8.5 x 11 paper if the agency approves. Vendor must provide pricing to provide computers, all printers, etc.
- 11.22 Each System Transaction generated must be stamped with a user ID and location ID.
- 11.23 The System must be optimized for Android, iPhones, etc., allowing for multi-touch mobile interface. The mobile application must be compatible with all major browsers and must be flexible and support future browser developments. The System must display a warning to the customer if the browser does not meet the minimum technical requirements to display and utilize the System.
- 11.24 The Agency will own all customer data, recreational licenses data, boat registration data, and all other data associated with and related to Mississippi customers, sales, free licenses, reprints or related data on the Vendor's server or otherwise gathered or developed as part of this contract.

- 11.25 The System must mask credit card numbers on payment confirmations, except for the last four digits or as approved by the Agency.
- 11.26 The System must have the ability to generate and regenerate electronic customer receipts for all items or services purchased or obtained and may include such information specified by the Agency, to include but not be limited to method of payment if applicable, method obtained, date purchased or obtained, valid privilege dates, where/how purchased, all costs broken down by type, confirmation number, Transaction number, Temporary Authorization Number, any other System data, the Agency or other logo, information supplied by the Agency, etc. Receipts must be provided to the customer for all sales channels.
- 11.27 All customer and transaction information must be treated as private information by the Vendor, must only be accessible by Vendor employees who have a "need to know," and must not be released to anyone outside of the Agency, except at the direction of authorized Agency personnel or as required by Mississippi law. All customer information obtained from any source must be kept private and not shared or distributed to anyone other than authorized Agency personnel or at the direction of authorized Agency personnel. This includes not adding names to any mailing lists, not utilizing any third-party services to report customers' buying habits, nor anything else that could compromise the total privacy of customers including that the Vendor must not share information internally or with affiliates.
- 11.28 The following specifications and requirements for passwords and related security issues must be met.
  - 11.28.1 Agents and all Agency personnel who directly access the Vendor's server must be authenticated with a username and password logon.
  - 11.28.2 Where passwords are used, the System must require user's passwords to, at a minimum, meet password requirements approved by the Agency.
  - 11.28.3 The System must require administrative passwords to access the applications, reporting and functions. The System must allow users, regardless of profile, to change their own passwords. Every level administrator should be able to reset passwords of lower roles.
  - 11.28.4 The Vendor must reset passwords for locked out users in the event their local administrator is unavailable.
  - 11.28.5 The Vendor must establish security questions to confirm password resets.
  - 11.28.6 The Vendor must retire System users so they can no longer use their log-in credentials notification, and after a period of inactivity as approved by the Agency.

- 11.28.7 The Vendor must provide that user IDs and passwords to be set up for any replicated reporting database and test database.
- 11.28.8 The System must time out after 30 minutes of inactivity or other time period determined by the Agency, and the time out period should be set based on user profile or user security level profile grouping.
- 11.29 The following specifications and requirements relating to privacy and related security issues must be met.
  - 11.29.1 The Vendor must provide an Incident Response Plan (IRP) which will among other things detail how the Vendor will notify the proper employees along with associated timeframes and who is the responsible party on behalf of the Vendor. It must also explain how the Vendor will notify any Mississippi resident whose information was, or is reasonably believed to have been, breached, and in accordance with any applicable Mississippi statutes or rule, or as specified by the Agency. The Vendor must assume the full responsibility for any security breaches and perform the necessary notification, with no liability or additional cost to the Agency.
  - 11.29.2 The Vendor must inform the Agency immediately of any security breaches.
  - 11.29.3 Access to the Vendor's System facilities must be limited to authorized personnel who require access as part of their job duties.
  - 11.29.4 If proposed for use, dial-up phone number for any POS device to call the Vendor's server must not be accessible to POS Agents, users, or the public. The phone number(s) must be kept secure and private to all except those at the Agency who have an absolute need to know and those who are authorized in writing by the Agency.
  - 11.29.5 If used, the dial-up phone number for any POS device to call the Vendor's server will be able to be changed remotely by the Vendor.
  - 11.29.6 The Vendor must ensure that all System software is maintained virus-free.
- 11.30 The Vendor's server System and network must include a redundant power source and network redundancy. All data collected must be replicated in near real-time and stored off-line daily in a separate, secure facility as a backup. The Vendor's System must be housed in a secure facility that is protected against physical damage due to fire, earthquakes, explosions, floods and other occurrences.

- 11.31 The System must be hosted in an environment that includes alternative paths in case a server goes off-line. If a server does go off-line, the user must, at a minimum, receive a clear, concise, responsive, and user-friendly message/page that describes the current situation and advises the user on how long it will be before service is restored.
- 11.32 The System must provide a secure environment for conducting transactions between customers, the Vendor, and the Agency. The proposed solution must facilitate audit activities to validate that program payments to and/or from participants are supported by appropriate source documentation. The proposed solution must provide secure and private transactions and data storage. Access to data and other information must be provided based on role-based security privileges. The proposed solution must provide a security framework (FISMA) for the solution that is consistent with industry standards and state and federal privacy and security requirements.
- 11.33 The Vendor must obtain and maintain Payment Card Industry certification from a credible evaluating entity. The Vendor must adhere to the Payment Card Industry's Data Security Standards (PCI-DSS) and PCI card industry standards. (<https://www.pcisecuritystandards.org>).
- 11.34 The System must mask SSN data in the maintenance logs, customer logs, printed documents (including licenses), Agent applications after SSN is entered for a new customer, and other System applications, screens, or reports unless the security level permits the user to see SSN. All SSN at rest must be encrypted.
- 11.35 The Internet site and Vendor's server must employ reliable state-of-the-art technology for resisting denial-of-service and other hostile attacks.
- 11.36 The following related to role based security must be supported: the System must support role-based security with multiple permission groups assignable to an individual user for various data fields and must include as many multiple security profile levels as needed (System Administrator; Customer Service Center Operator; Agent Clerk, Law Enforcement, and more); data fields must be definable as to whether particular security groups, individual administrative users, or customers may see, enter, or modify a particular data field; role-based security must be at the specific data field level and allowed activity level (i.e. reversals) rather than page or module level; the System must allow data fields to be assigned or hidden from specific users and security groups such as masking sensitive data approved by the Agency; the System must allow the Agency and Vendor to specify which products or services particular users, user groupings, Agents or Agent groupings may offer and must support product groupings for this purpose and whether specific licenses or products within these groupings can be selected /deselected for a particular Agent.
- 11.37 Data must be well defined and stored in an integrated relational database, available to the Agency, Agents, and other users in accordance with security controls. Vendor must provide a secure method for Agency staff to access the System and data as per FISMA standards.

- 11.38 The Vendor must be responsible for managing security groups and initial role assignments and must set up the System administrators for the Agency and Agents.
- 11.39 The System must include the ability to create administrators and administrator role-based security groups, including Agency groups. The System must include the ability to define and assign role-based security rights and access to various System resources to these administrators and administrator groups with rights to grant access to individuals or permission groups up to the limits of the administrator assigned security level.
- 11.40 The Vendor must comply with all federal and state laws, statutes and rules for security and privacy of the System and data (FISMA), including data stored electronically or in any other manner, to include compliance with existing and future Mississippi laws and rules. The Vendor must provide System security through a variety of software, hardware, business rules and other means to meet, at a minimum, industry standards and practices approved by the Agency.
- 11.41 The System must include proxy/firewall filtering and protections so that the business connection is restricted to only that System.
- 11.42 The System must not store customer billing information unless expressly authorized by the Agency and must not require customer passwords unless expressly authorized by the Agency.
- 11.43 The Vendor must make all available System upgrades available to the Agency.
- 11.44 The Vendor must work closely with the Agency to coordinate and stage applications in all phases, from development to acceptance testing, to production environments.
- 11.45 The System must be compliant with the Americans with Disabilities Act. To comply with the requirements as determined by the Americans with Disabilities Act (ADA), the Vendor must provide TDD/TTY (Telecommunications Device for the Deaf/Teletypewriter) capability at the Customer Service Center such that an individual with a hearing impairment can fully use all Vendor services provided to the public. This TDD/TTY capability must also use a toll-free number.

## **12. System Performance and Implementation**

- 12.1 The following specifications and requirements for System data validations and related requirements must be met.
  - 12.1.1 The System must use validations based on Agency business rules for data including examples such as required field is empty, invalid entry (such as too many or not enough digits in a SSN or HIN), duplicate entry, and invalid character(s) in a field, and the system must not allow transactions that violate business rules

- 12.1.2 Validations and business rules must be performed and resolved at the point of origin before a Transaction is posted to the Vendor's server database.
  - 12.1.3 Error messages must be meaningful and easy to understand, for example, if a customer tries to order six licenses and there is a problem with one, it should say that the XYZ license could not be purchased because it cannot be combined with other licenses in the same Transaction.
  - 12.1.4 The System must perform address validations, must validate customer email addresses for customers sent renewal reminder emails, and must clear invalid email addresses from customer records.
- 12.2 The following specifications and requirements for data retention and related requirements must be met.
- 12.2.1 The vendor must retain required supporting documents submitted for recreational licenses, boat registrations, and other products or services indefinitely. The System must record what supporting documents were supplied, when they were received, how they were submitted, status, and who reviewed them for completion. Optionally, the Vendor may electronically archive all supplied supporting documents in a separate system that allows retrieval of specific documents that allows retrieval by various data such as customer, date, boat, license, or may place the electronic scan directly in the System. Once electronically archived, the original may be destroyed.
  - 12.2.2 The Agency may require the need to roll off, or unload, old license information or other data. System capabilities must allow the Agency to determine the date ranges to be unloaded. The data unloaded must be saved to an agreed-upon backup media for times when historical reporting requires access to previously unloaded information. No data or files are to be purged or removed from the Vendor's server or backup media without the written approval of the Agency.
  - 12.2.3 The Vendor must maintain System data seven years after the end of the contract. The Vendor will provide the Agency a copy of all data in the event they discontinue supporting data access less than seven years after the end of the contract in a form specified by the Agency.
  - 12.2.4 The System must provide full audit capabilities.
- 12.3 The Vendor must migrate data for all licenses, permits, boat registrations and related data in the agency's current system as well as systems to be migrated. Data migration may include moving field data into new field descriptors based on

criteria set by the Agency. Some license and boat registration data will include scanned images—data will come from multiple systems. The replicated database is approximately 70 GB of data with over 11.5 million customer profiles and over 62.5 million transactions.

- 12.4 The System and vendor must do everything possible to not allow duplicate customer records, and must prevent the entry of duplicate SSNs, driver's license numbers, or other field combinations that might lead to duplicate customer records. If duplicates are found the vendor must allow and support the merging of those records.
- 12.5 The following specifications and requirements for business continuity and related requirements must be met.
  - 12.5.1 The recovery time for the System must be within two hours from the time of initial outage.
  - 12.5.2 The Vendor must provide capability to ensure System availability, excluding maintenance, with no single outage to exceed 15 minutes and monthly cumulative uptime of 99.9%.
  - 12.5.3 The Vendor must provide load testing a minimum of once per year to include all components of the System, including credit card processing and DL file look-up.
  - 12.5.4 The Vendor must notify the Agency immediately whenever any single outage lasts or is anticipated to last for more than 5 minutes and must provide an explanation and estimate when the System will be online.
  - 12.5.5 Routine maintenance of the Vendor's server must be performed between 1 a.m. and 4 a.m. Central Time and such maintenance must be completed within 1 hour under normal conditions.
  - 12.5.6 The Vendor must not intentionally shut down the System without prior approval of the Agency. System maintenance must not affect the availability of the Customer Service Center. This restriction does not apply to failures caused by unpredictable disasters or accidents that are beyond the control of the Vendor.
  - 12.5.7 Routine maintenance downtime must be scheduled, have Agency approval, and be posted on the website in advance. The Agency must be notified within 48 hours of planned server shutdowns and appropriate messages must be posted for view by Agents and customers indicating System unavailability, and when it will be available.
- 12.6 The following requirements and specifications for Disaster Recovery and related issues must be met.



- 12.6.1 The Vendor's server System and network must include a redundant power source and network redundancy, or the equivalent.
  - 12.6.2 All data collected must be replicated in near real-time (Vendor must state in bid their replication time) and stored off-line daily in a separate, secure facility as a backup.
  - 12.6.3 The Vendor's System must be housed in a secure facility that is protected against physical damage due to fire, earthquakes, explosions, floods, and other occurrences.
  - 12.6.4 The Disaster Recovery time objective for the System to be able to process Events, provide sales and other services, perform other customer interactions, and allow full administrative functionality must be within two days.
  - 12.6.5 The Vendor must provide sufficient redundancy and Disaster Recovery provisions to ensure System availability with annual Disaster Recovery testing, which is reported to the Agency, within one week after each test.
- 12.7 The Vendor Disaster Recovery Plan must be approved by the Agency, and will include the following items that must be met.
- 12.7.1 Actions to be taken before, during, and after a disaster;
  - 12.7.2 Description of how escalation of disaster recovery actions will occur and the process for notification of disruption;
  - 12.7.3 Description of cut-over procedures to any backup Vendor servers that may be employed;
  - 12.7.4 Documented testing procedure which, when followed, will ensure the availability of critical resources and facilities that maintain the continuity of operations in a disaster situation, and
  - 12.7.5 Description of how proposed architecture, technical capabilities and organization will protect the System during emergencies.
- 12.8 The following specifications and requirements for technical support and maintenance must be met.
- 12.8.1 The Vendor must have procedures for implementing critical security upgrades including security patches for the operating environment.
  - 12.8.2 The Vendor must provide warranties that all hardware and software components (individually and in total) operate according to specification

- 12.8.3 The Vendor must keep the Agency informed of, and provide, manufacturer's software and firmware upgrades released during the life of the contract for any equipment and software provided to the Agency or Agents.
  - 12.8.4 The Vendor must provide a mechanism for tracing the implementation of software requirements across the various hardware and software components to enable the Agency to track and evaluate how requirements are being met.
  - 12.8.5 If POS devices are supplied to Agents, the Vendor must provide remote diagnostic and update capabilities for the POS devices, and validations and data will be used and updated in the POS devices for items such as invalid license types, license fees, dollar thresholds, agent fees and descriptors.
  - 12.8.6 The help line must provide prompt and accurate information that will address user and Agent problems with the System including technical help and assistance for loading, operating, and troubleshooting services related to the Vendor system including those related to system software, web connection issues, devices, and printers.
  - 12.8.7 The Vendor must provide trained maintenance and technical staff that can diagnose and isolate Agent and Agency problems with System software, software that may be necessary to operate the System, computers used to run the System, web connection issues, devices, and printers.
  - 12.8.8 The Vendor must provide MDWFP IT personnel master passwords and administrative access to any pcs, POS machines, equipment supplied to MDWFP to use at agency facilities.
- 12.9 The following specifications and requirements for connectivity must be met.
- 12.9.1 The System and processes must support a 24x7 secure, automated electronic look-up capability for Agency law enforcement and other authorized Agency users to access current and historical data in the System. The data accessed by this application must be completely current and accurate. This capability must include lookups from a web browser and from a mobile device and be supported from the Customer Service Center during business hours using a dedicated toll-free number used only by Agency staff.
  - 12.9.2 Vendor is responsible for reporting or providing information to entities inside and outside of the Agency when requested by the Agency. All reports, extracts, and electronic links provided by the Vendor must meet Agency required data and formatting specifications, and security must be in accordance with industry

standards and practices. The Agency will review or approve all reports, security and connections before delivery or connection to external entities.

12.9.3 The System must provide extracts of data to or exchange data electronically with external entities as needed by MDWFP.

12.9.4 The System must provide reports on the HIP data collected and stored in the System in conformance with the U.S. Fish and Wildlife Service. It is preferred that an automated process to transfer or make this data available be provided.

### **13. Project Planning & Management**

13.1 The Vendor must provide a Project Manager throughout the project that will serve as a single point of contact for the Agency Project Manager for all questions related to the services and applications.

13.2 The Vendor's Project Manager must report project status to the Agency Project Manager at a minimum of bi-weekly (or agreed upon by the Agency) project status meetings normally conducted by phone, with the agenda prepared by the Vendor's Project Manager.

13.3 Within two business days following each project status meeting, the Vendor must provide a status report on the meeting that will include at a minimum, attendees, the agenda, overview of topics discussed and actions, including who is responsible and by when, and status of prior actions.

13.4 The Vendor must provide monthly summaries concerning the status of the project, including a summary of the last month's activities, a list of major accomplishments, major milestones met, deliverables completed, issues, problems, actions, and work for the next period.

13.5 The Vendor's Project Manager will be responsible for developing, revising, and tracking a detailed project plan regarding every aspect of the project throughout its life cycle. A current project plan and its status must be available to the Agency Project Manager upon request. The project plan must include activities of any sub-vendors used by the Vendor.

13.6 If pilot projects are utilized, pilot projects must be designed to minimize the disruption of current operations for Agents and the Agency while conducting operational and evaluation tests of the System, its equipment, materials, and documentation. The Vendor will be responsible for conducting training for participants in the Agent application pilot projects. Pilot projects must include Agent representatives in different geographical and demographic areas around the state. The Agency will provide consultation to the Vendor to select the specific site locations that will participate in the System pilot projects.

- 13.7 Every change to the System's components after the System's requirements and design documents have been approved must go through and be approved by the Agency Project manager.
  - 13.8 Any changes to the current baseline requirements and services baseline must be approved by the Agency Project Managers.
  - 13.9 A change to production will only be scheduled after approval by the Agency Project Manager. Some items may be sent back for further analysis or testing, if necessary.
  - 13.10 The Vendor and Agency will identify changes to the System to solve isolated problems and eliminate the need for work-arounds. The changes must be prioritized and scheduled by the Vendor in agreement with the Agency.
  - 13.11 Vendor must fully research and document the risks and benefits of all proposed changes and in agreement with the Agency must prioritize, agree upon and schedule all changes.
  - 13.12 Major contractual changes must be accomplished through a formal contract amendment before being implemented.
  - 13.13 The Vendor must request and receive Agency approval of costs associated with any change request if a cost will be incurred, prior to making changes to the System.
  - 13.14 The Vendor's change management process must include notification of affected Agents and Agency units of potential loss or changes in services, and the Vendor must provide to the Agency, Agents, and internal staff updated documentation, training, video training, or other information as required to fully implement the change.
- 14. System Reporting**
- 14.1 All System activity must be recorded on a maintenance log, including at a minimum the following: creation date, who made the change or action (customer or System user with user ID), date and time when the change or edit was made, old data and new data. The System must track and record all customer, System user, Call Center, and automated activity. The Agency and System administrators must have access to maintenance logs showing this activity through reports and screen views.
  - 14.2 The System must record the date, time and other information regarding renewal notifications, requests for additional information or documents, fulfillment items, self-printed items, or other information mailed, emailed, texted, provided or sent to the customer.
  - 14.3 System users must be able to make comments regarding customer calls, requests, events and similar contacts or information, and these must include, at a minimum date, time, and user.

- 14.4 The System must track and report the granting or revoking of security clearance on a maintenance log.
- 14.5 The System must track and report when each user last logged into the System on an access log.
- 14.6 The Vendor must perform any ad hoc queries from the host database for any data not contained on the replicated reporting database or as requested by the Agency.
- 14.7 The Vendor must provide a replicated reporting database or similar reporting system that includes all tables necessary to meet the Vendor's and Agency's reporting and data needs. In addition to providing the SQL Databases and respective tables, the vendor must also provide select users as determined by the agency an ad hock report builder tool. The System features, capabilities and processes for data reporting include the following requirements.
  - 14.7.1 Delivery mechanisms for reports must include an online portal for manually saving and retrieving reports and a mechanism for delivery of automatically scheduled reports with results posted or emailed as appropriate.
  - 14.7.2 The System must include the ability to create, run and save ad hoc data queries and reports containing all data fields in the System. Report capabilities should include at a minimum filter, query, sum, sort, display, compile, save, and print to screen, device, or an electronic file (CSV, Excel, pdf, etc).
  - 14.7.3 The Vendor must create standard reports and custom queries based upon Agency needs, including standard financial reports.
  - 14.7.4 Access to previously developed or scheduled reports must be searchable by report type, date run, or other attributes as defined by the Agency. The System must use a folder structure or other organizational System to organize historic batch reports. (FY/CY Archives)
  - 14.7.5 The Vendor must update the replicated reporting database or system at least every 24 hours, however, as close to real time as possible is preferred.
  - 14.7.6 Data in the replicated reporting database or system must not be deleted.
  - 14.7.7 The Vendor must provide necessary applications and provide training to the Agency to use the replicated reporting database or reporting system.

- 14.8 Vendor must provide a reporting tool or API or login to the Department of Marine Resources to pull reports / data. The system must have the ability to restrict access and only allow certain data to be accessed as permitted by MDWFP.

**15. Customer Service Center**

- 15.1 Vendor must operate a Customer Service Center. The Customer Service Center must be able to handle all customer support calls through a toll free telephone call from anywhere in the United States, and must be able to describe, explain, sell, process, fulfill (mail) and assist customers that want to obtain or inquire about all products and services offered under this contract.
- 15.2 The Customer Service Center must be adequately staffed with trained professionals who understand all procedures, business rules, laws and concepts related to all products and services offered under this contract.
- 15.3 Customer Service Center operators must be able to inform customers and Agency staff of the exact status of any issued or pending product or service offered under this contract that has been submitted by the customer.
- 15.4 Customer Service Center staff must answer every customer or Agent question related to contract related products and services, and for product related rules, processes, and regulations. If customers or Agents ask difficult questions related to contract related products and services that are beyond the capabilities of the Customer Service Center, operators must refer the person to the Agency, give the caller the proper telephone number, and provide the Agency Internet address. Such calls received during regular Agency business hours must be transferred via toll-free lines, in a process that will appear seamless to the caller, with a simple explanation that they are being referred to an information specialist who can more capably answer their questions. During Agency non-business hours, the Vendor must email Agency contact information and circumstances to customers or Agents or provide the Agency with customer or Agent contact information, as determined by the Agency, for difficult questions. The Agency does not have staff dedicated to answer a high volume of referred calls or emails, and it is expected that referred calls and emails will be rare. Agency answers to difficult questions related to contract related products and services that are transferred to the Agency will be shared with the Vendor. These Agency answers are expected to become part of Vendor Customer Service Center operator training. Additional information will be continually learned by Vendor's operators so that, over time, the number of calls that must be transferred or referred to the Agency become even rarer.
- 15.5 Customers contacting the Customer Service Center with Agency appropriate questions not related to contract products and services should be given the proper Agency telephone number, provided with the Agency Internet address, and transferred to the Agency during Agency business hours. The Agency will provide the Vendor with a list of Agency contacts and contact information related to specific topics and subject areas.

- 15.6 All operators handling calls must have a clearly understood telephone voice and must be thoroughly trained by the Vendor in effective telephone hospitality techniques. All operators must be trained in all facets of products covered under the contract and be able to handle all related information inquiries. Operators must not handle these functions without adequate training.
- 15.7 The Agency must approve all standard telephone presentations (scripting) used by operators for all products and services covered under the contract, to distribute information, and to deal with caller problems, objections, and complaints. The Agency retains the right to review and approve all operators scripting. No scripting must be changed without prior Agency approval.
- 15.8 The Vendor must provide after-hours, holiday, outage and weather-related answering with appropriate recorded messages about all contract related products, as approved by the Agency. Within the recording, customers must be advised of hours of Customer Service Center operation and directed and encouraged to obtain products through the web site.
- 15.9 The Customer Service Center must be able to handle up to 40,000 customer calls a month and up to 4,000 Agent support calls a month during peak periods after the initial agent set up process has been completed. The Vendor's telephone answering and processing system must be able to meet and track these service factors:
  - 15.9.1 Telephone Service Factor of 80% average per week (Sunday through Saturday), or better. All calls must be answered within an average of two minutes with a live agent and 100% of calls must be answered within five minutes, after the customer is finished listening to the introductory messages and going through the Interactive Voice Response (IVR) System. For callers awaiting the next available operator, it is required that the caller must hear a System-generated message indicating expected hold time and providing Agency-supplied information. No caller must be told to hang up and call back later. All calls must be answered in the order received.
  - 15.9.2 The goal is to have 0% busy-outs. The Vendor must work with the Agency to develop solutions to meet that goal.
- 15.10 The Vendor must anticipate high-volume periods and volume fluctuations and staff their Customer Service Center appropriately with trained operators in different product areas as necessary to meet contract service factors.
- 15.11 All products and services must be processed according to Agency requirements. Agency reserves the right to change all operation policies.
- 15.12 The Vendor must use the telephone numbers designated or agreed to by the Agency for the Customer Service Center and Agent help lines. The facility should have one toll-free telephone line for the Agency to contact the Vendor with any technical issues that may arise.

- 15.13 All calls from customers calling the Customer Service Center as well as agents must be recorded and saved. MDWFP reserves the right to review any calls made by customers and agents.

**16. Training**

- 16.1 Training is an integral part of the success of this project. The Vendor must be responsible for all training and must provide adequate training for the Vendor's staff including Customer Service Center Representatives, for Agency staff, and for Agents.
- 16.2 The Vendor must be responsible for the development of training curriculum and training delivery covering the System and its operation, and related Agency and Vendor business practices. The Vendor will utilize the same software and System that will be in production to conduct training. The Agency will provide information for the Vendor's use in preparing training materials regarding Agency laws, regulations, and business rules for License Related Products, Boat Registrations, and other products and services.
- 16.3 The training program must be designed to ensure that all Agents, Customer Service Center Representatives, Agency personnel, and any third parties in critical interface roles with the System are effectively trained to operate the System features and components that they must use to perform their jobs.
- 16.4 The Vendor must be responsible for continual training due to turnover of its staff, software updates, business rule changes, and legislation and policy changes. The Vendor must update manuals and help information in a timely manner to ensure continued high quality of service to the Agency, Agents and customers.
- 16.5 The Vendor must provide training to Agency staff prior to the statewide implementation of the System. Training of Agency staff must take place in Mississippi. If on-site training is required for Agents, it will take place at the Agent location. All expenses for the training session will be born by the Vendor, except for costs incurred by Agency staff for wages, travel expenses, meals, and lodging.
- 16.6 To meet training objectives, the Vendor must prepare and submit a plan to the Agency for approval at least one month prior to the start of the pilot projects (as needed) or implementation. The training plan must include:
- 16.6.1 Plans, by category, of who will receive training, including Agents, and Agency personnel including IT personnel, Agency Law Enforcement personnel, and Agency's financial personnel.
  - 16.6.2 Proposed method to certify trainees as having successfully completed the training, including an evaluation methodology, and a proposed method to report compliance to Agency.



- 16.6.3 Proposed training curriculum that identifies specific System functions and components, and Agency and Vendor business rules, to be covered.
  - 16.6.4 Proposed method of delivering the training and a delivery timetable.
  - 16.6.5 Proposed plan for on-going training for new Agents, new Agency employees, System enhancements, and refresher courses.
  - 16.6.6 Review by Agency of all training materials.
- 16.7 The Vendor, at its expense, must provide the following:
- 16.7.1 A System User Manual must be provided to Vendor's staff including Customer Service Center Representatives that must be trained to work with the System. A copy should be provided or available to each Customer Service Center employee.
  - 16.7.2 An easy-to-use instruction manual must be provided to Agency staff prior to implementation of the System. This manual should include instructions on how to use the System and instructions on running any reports. At a minimum, 12 hard copies should be provided for Agency employees including Agency IT staff. An electronic copy should also be provided or available to the Agency prior to implementation.
- 16.8 If/When a major upgrade or change is made to the software or business rules, the Vendor must provide training to Vendor staff, Agents, and Agency staff in the same manner as was provided at the initial implementation of the System. Updated instruction manuals must also be provided. The Vendor must bear the cost of this training in the same manner as the initial implementation training.
- 16.9 Agency training and documentation must include all aspects of System software and use including security monitoring, role-based security, and database structure (tables, relationships, stored procedures, triggers, Entity Relationship Diagram (ERD) – electronic and hard copies; data dictionary – electronic and hard copies).

## **17. Financial Services**

- 17.1 All financial details must be available to the Agency through both a variety of predefined and user defined financial reports and downloadable files using any data field in the System, and covering user defined date ranges, with user defined detailed or summary options. The Vendor must provide a set of standard financial reports per Agency's specifications to run off the host database, in Agency specified formats including CSV, Excel and pdf formats. Delivery mechanisms for financial reports will include an online portal for manually requested reports and a mechanism for delivery of automatically scheduled reports with results posted or emailed as appropriate. Examples of required

reports include but are not limited to: daily and selected date period showing remission and sales by sales channel sorted by Agency account codes; daily deposits; deposits and sales by fund source by user specified date range; Automated clearing house (ACH) sweep total by period; and detailed charge, payment and adjustment data for selected date ranges. The System must have the ability to remit and report all revenues received by the Vendor daily, including credit card reconciliation and credit card payments submitted to merchant services. The System must be able to reconcile all revenue accounts by Agency program or revenue account codes, by organization number, by sales channel, and/or by Agency accounting program codes. The Vendor must track deposit Transaction numbers for reporting revenue by Agency revenue account numbers and provide a report to the Agency's Cash Management Unit.

- 17.2 The System must be capable of maintaining monthly summary financial information on-line for a minimum of seven years with historical data maintained, archived or warehoused.
- 17.3 The System must permit the Agency to define the dates of a fiscal year.
- 17.4 The vendor must provide a record of all Transactions by Agents, stored in the Supplier's server.
- 17.5 Calculations for Supplier Transaction Fee payments from the Agency must be automatically created at the time the Transactions are incurred and must be available on reports in both a detailed and consolidated fashion.
- 17.6 The vendor will be responsible for file creation to send to the Agency's or Supplier's bank in order for the bank to collect all monetary proceeds from all sources (including Agent and Internet Sales) by electronic funds transfer (EFT) and depositing the funds in Agency's or Supplier's bank account. Credit card payments should post daily. Vendor must not accept cash/checks/money orders directly from Agents.
- 17.7 The System must allow separate identified requests for manual re-sweeps for any Agent with insufficient funds during an ACH sweep, even if account is in "deactivated or locked" status.
- 17.8 The System must allow the Agency to assess Agents a penalty fee for having insufficient funds during an ACH sweep. The penalty fee assessment will remain manual as there are no plans for the Agency to use this feature currently, and there are times when the initial account sweep failure is due to Agency error and no penalty fee would be assessed on the re-sweep.
- 17.9 The financial backbone of the System and all business processes must follow Generally Accepted Accounting Principles (GAAP), as determined by the Governmental Accounting Standards Board with the American Institute of Certified Public Accountants and the National Council on Governmental Accounting.

- 17.10 Each financial transaction must include: a transaction number, form of payment, type of sale, the amount, the operator/person who created the transaction, the date and time the transaction was created, the location from which it was created, and other fields to be identified by the Agency.
- 17.11 The System must automatically allocate all revenue to the proper Agency fund codes. Fund codes may be split within one transaction, depending on the types of products obtained by the customer in the transaction. The System must support Agency fund codes for account, program, and organization codes, and additional codes that might be determined by the Agency. When a transaction is reversed, the System must reverse fees to the same fund source that was credited with the purchase.
- 17.12 The System must provide an audit trail that logs the number and types of changes made to each transaction. Modifications to track include changes to the customer information, changes to the product obtained, etc. by each individual transaction.
- 17.13 At the discretion of the Agency and at the Agency's expense, the Agency may conduct an audit of all revenues, permitting Systems, and other Systems affecting revenue flow to the Agency. All staff, facilities, financial records and other documentation associated with the contract must be available during the audit at normal business hours. Upon receiving notice of the audit, Vendor must provide sufficient workspace and telephone for utilization.
- 17.14 The System must automatically match each item sold by any sales channel to the unique item ID number and the transaction unique ID number for revenue auditing purposes.
- 17.15 The System must provide the ability to record the method of payment made by the customer (e.g., check, credit card, money order) regardless of the sales channel.
- 17.16 Each Recreational License, Boat Registration, or other product type; refund; void transaction; etc. should have its own line-item number for auditing purposes.
- 17.17 The System must permit adjustments and payments to the Accounts Receivable accounts with proper audit controls.
- 17.18 The System must support obtaining more than one product for one individual per transaction and have the ability to determine if a transaction discount is applicable as specified by the Agency. For some products if they are covered under the contract, the System must support obtaining more than one product for multiple persons in one transaction (for example group applications for quota hunt events). The System must accept only one method of payment for the complete transaction.
- 17.19 The System must support a process for handling void transactions to maintain the integrity of financial information and to minimize the possibility of fraud. Void

transaction rules will be determined by role-based security permissions / groups, and by Agency rules and specifications.

- 17.20 The System must have controls and features to ensure the Agency can control all conditions under which items can be voided, including which individuals or groups may process voids, time limits for voids by transaction or individual product type, and other settings and definable fields to facilitate this requirement.
- 17.21 Voided transactions must void / reverse the Supplier Transaction Fee and must also include voiding / reversing the Supplier Transaction Fee paid by the Agency.
- 17.22 The System must have the capability of issuing refunds with appropriate authorization and documentation. All historical data must be maintained for auditing purposes.
- 17.23 The System must provide the Agency the ability to administratively edit the effective start and end dates for any Recreational License, Boat Registration, or other product covered by the contract, and to replace predefined licenses or products with other pre-specified licenses where cost is identical (for example replacing a Disability Fishing Only with a Disability Combination H/F). This would include the ability to change the effective dates for any privilege within a transaction that hasn't expired. This access should be role based.
- 17.24 The System must allow "no cost" purchases and transactions to be entered by the Agency or by the Supplier with approval from the Agency. The System must support zero priced items. The System must support authorized users changing the start or expiration date for an item. This access should be role based.
- 17.25 The System must support the reversal of charges through the Agency's credit card processor or Supplier's processor, as appropriate, when issuing refunds against credit card transactions. The Agency's current credit card processor is MSI (NIC).
- 17.26 The System must automatically capture refund request data and also user entered data including but not limited to customer information, refund request date, reason for refund, status, status date, and user making the change.
- 17.27 The System must allow users to view a list of refunds filtered by customer, status, item type, schedule number, transaction number, credit card or other payment information, and/or date range and allow users to view detailed information for individual refunds on the list.
- 17.28 The System must allow users to query the customer's license document or other relevant information if the physical document is not present in order to facilitate refund processing.
- 17.29 The System must allow users to select a single item or privilege to be voided, invalidated, or refunded in the case that a single document or transaction contains multiple items, in order to accommodate partial refunds.

- 17.30 The System must allow users to capture the reason for refund from pull down menu options and have the ability to add user comments to the refund transaction.
- 17.31 The System must track the status of each refund, including, but not limited to: pending, approved, denied, scheduled.
- 17.32 The System should automatically identify the amount that is refunded and the fund ID(s) affected by the refund based on the item chosen for refund, and allow users with the proper security profile to override this selection.
- 17.33 The System must provide warnings when users attempt to process refunds or voids for non-refundable or voidable items but allow an authorized user to override this control and process a refund or void in order to accommodate exceptional circumstances.
- 17.34 For voids and refunds, historical detail must be maintained including but not limited to date, item voided or refunded, entity creating and/or approving the void or refund, description of product, and original purchase information.
- 17.35 Financial reporting and accounting must support both cash and accrual-based accounting to meet the Agency's needs.
- 17.36 All credit/debit/check card transactions must be processed securely through the System by the Vendor and must include on-line verification / validation by the Customer Service Center operators, the System, or any other possible sales channels prior to acceptance.
- 17.37 If proper and complete information is not provided for a credit/debit/check card or if information on the card indicates it cannot be valid, it must not be accepted for deposit or payment and no services are to be provided by the Vendor. If the Supplier's employees process improperly prepared information, if information that indicates that a credit/debit/check card or check is not valid, or in the case of System malfunction, the Vendor must reimburse the Agency for all directly related financial losses incurred by the Agency.
- 17.38 In the case of System failure of the on-line verification System in the sale process, the Vendor must use batch mode (authorization by a telephone call) until such time that the on-line verification System is functional. If on-line verification of credit/debit/check cards is not possible, then the Vendor must be responsible for calling or contacting customers to notify them of any declines to the credit card transaction. If batch processing is necessary due to a failure within the Vendor's System, the Vendor must be responsible for calling or contacting customers with credit card declines at no cost to the Agency. If the failure of on-line verification is caused by reasons other than the failure of the Vendor System or processes, the Agency must pay for the costs of calling or contacting customers with declined credit cards.
- 17.39 For on-line purchases when the credit card check is passed, the System must notify the customer and prompt them to print the license or receipt or take other

appropriate action. If the credit card check is not passed, the customer must be notified of the reason and returned to credit card entry where the customer can re-enter the number, use a different card, or cancel the order.

- 17.40 While the card is processing, the System must display a message to let the customer know that verification of the card is being processed.
- 17.41 The vendor will be required to use the state's credit card processor (NIC Mississippi) and tie into their system.
- 17.42 The proposed system must collect all e-Gov transaction fees and/or credit card processing fees and pass the fees through to the State's credit card processor.
- 17.43 NIC Mississippi, formerly known as Mississippi Interactive (MSI) is the single point of entry for all e-commerce transactions. Vendors must use the official payment processor for any services where electronic payment is required. See Attachment B for more details.
- 17.44 The following payment methods accepted through NIC Mississippi include: Visa, Master Card, American Express, Discover, electronic check, and subscription (monthly billed).
- 17.45 If the Vendor has a preferred payment processing solution and believes that using the State's payment solution is not technically possible or presents an undue burden, the Vendor must provide a detailed explanation or the issue in their proposal response. Should the State decide that using the Vendor's payment solution is in the best interest of the State, MDWFP will use this information to apply for a waiver as outline in DFA's Administrative Rule referenced in Attachment B.
- 17.46 If the State agrees to use the Vendor's payment solution, the Vendor must assume all responsibility for meeting Payment Card Industry (PCI) compliance requirements.
- 17.47 Vendors not using the State's approved payment solution must demonstrate PCI compliance annually and assume all liability in the event of a system breach.
- 17.48 Vendors not using the State's approved payment solution must comply with all regulations regarding handling of state funds as required by official Mississippi Code of 1972, Annotated.

**18. Agents**

- 18.1 The Vendor must contract with retail Agents by agreements between the Agent and the Supplier. The form of the agreement will be approved by the Agency. The Supplier Transaction Fee, if applicable, plus the Agency cost, if applicable, will be the only fee charged by Agents.
- 18.2 The System must include an interface that allows the Vendor and Agency to create, edit and lock Agent accounts. Fields to be captured include, but are not

limited, to Agent contact information, bank account information, and account status information.

- 18.3 The System must allow the Vendor to indicate on Agent records when initial training and set up has been completed, and this activity and documentation will be completed by the Vendor.
- 18.4 The System must allow Agents to generate detailed reports going back at least three months. Reports will include but not be limited to current day's sales and totals, current day clerk totals, previous day's totals and clerk totals, current ACH period sales totals, prior ACH period sales totals and withdrawals for each of the past three months from the Agent's account, transaction detail reports including Clerk ID, and views and reports of voids and reversals by day and user. At a minimum, the amounts should be based on and should detail Agency's license/product costs plus the total transaction fees, less the Agent's earned fees.
- 18.5 The System must allow Agents to process transactions for any product established in the System, deemed appropriate by Agency, based on Agent classifications (for example, one Agent might have rights to process specific licenses, another might have rights to process Boat Renewals, and another might have rights to process both of those plus commercial licenses, as determined by Agency.
- 18.6 The System must allow Agents to reverse a sale prior to printing the license.
- 18.7 The System must allow Agents to process immediate voids prior to completing the next transaction and within an Agency determined time period (1 hour) of the original sale.
- 18.8 The System must provide a secure Agent web page that provides various role defined security level users (for example, Clerk, Supervisor, Manager, Administrator) with assignable levels of security and user rights. Dependent on assigned user rights, the System must permit the processing of transactions, generation of reports plus management of Agent users and passwords.
- 18.9 The System must include quick links on the Agent's home screen, tailored to the user's role.
- 18.10 In complement to System and server redundancy described elsewhere, in the event of a System failure attributable to the Vendor that prohibits an Agent from selling products, the Agent will be able to sell products through the Vendor's Agent support Customer Service Center. The Customer Service Center must process on-line, real-time transactions on behalf of the Agent, and print and deliver the licenses at no additional charge to the customer or Agency. The Agent will collect license fees and the funds will be processed through normal ACH.

- 18.11 The Vendor must have the capacity to contract with and train up to 450 Agents as part of service migration. This will breakdown into 25 new agents a week after the initial services migration Agent training process has been completed.
  - 18.12 Upon contact, prospective new Agents should be sent contract information within two business days, and Agents should become activated within two business days after all contract and other required information is returned to the Vendor.
  - 18.13 The Vendor must provide necessary setup and configuration information to Agents including the following documentation, at a minimum:
    - 18.13.1 Checklist and requirements for connecting to the Vendor System;
    - 18.13.2 Step-by-step System training;
    - 18.13.3 Reference documentation for using all of the System features;
    - 18.13.4 Troubleshooting steps for resolution of common problems;
    - 18.13.5 Procedures and instructions for working with the EFT System; and
    - 18.13.6 Quick guide for System processes (a one-page sheet of easy-to-read and follow basic instructions).
  - 18.14 The Vendor must set up the System Administrator for each Agent.
  - 18.15 The Vendor must provide additional set up and support for large or atypical Agents such as Wal-Mart that may have unusual or special requirements to meet special needs. The System must provide Agent parent companies secure access to daily sales, ACH sweeps and all other reports that cover all associated Agent stores.
  - 18.16 The System must prevent Agent user login for deactivated / locked Agent accounts.
  - 18.17 The Vendor must provide the amount of the Supplier Transaction Fee that will be shared with the Agent in the appropriate space on the Cost Sheet and indicate the amounts if this will vary by product or service.
  - 18.18 The Vendor must provide a listing of current Agent availability by location and services offered. This information will be available to customers, Customer Service Center staff and the Agency.
  - 18.19 The Vendor must assist Agents with configuration and troubleshooting to connect to the System, for login purposes, and for other problems encountered with System use.
19. **Marketing**



- 19.1 **MANDATORY** - The Agency will be the sole provider or approver of any additional printed advertisements or other materials that may be included in any Vendor postal mailed item, electronic mailing or text message to customers. The Vendor must not issue any press releases, advertisements, public relations notices or any other such public statements or literature regarding the System or any other service or system related to this contract without the expressed written approval of Agency
- 19.2 **MANDATORY** - The Vendor must not in any way advertise on any part of the System, subsystem, or component resulting from this contract without the expressed written approval of Agency.
- 19.3 **MANDATORY** - The Vendor must not provide Vendor or third-party advertisements, promotions, logos, links, and all other forms of advertising and promotion on the Internet sales site without prior written consent from the Agency.
- 19.4 **MANDATORY** – The Vendor must make sure their branded site is designed for mobile users' ease of use.
- 19.5 **MANDATORY** – The System must have the ability to integrate season specific promotions into a social campaign format from Customer Relations Managers examples include hunting season dates, draw opportunities, and outreach events.
- 19.6 **MANDATORY** – The System must have the ability to send automatic customer service emails to license purchasers including but not limited to: welcome emails, confirmation emails, thank you notes, event emails, etc.
- 19.7 **MANDATORY** – The System must have the capability to produce and send regularly scheduled newsletters and include messaging sign-up during a transaction or from customer portal.
- 19.8 **MANDATORY** – The System must include a stand-alone donations form, and ability to donate at time of purchase. Also, the System must include a process for estate planning / donations.
- 19.9 **MANDATORY** – The System must have the capability for a customer to add a donation to their reservation.
- 19.10 **MANDATORY** – The System must have the ability to round up purchases and designate specific program areas and support specific accounts for round up donations to be distributed.
- 19.11 **MANDATORY** – The System must provide email checkup processes to verify and correct, when possible, email bounces due to incorrect email entry.
- 19.12 **MANDATORY** – The System must have the capability to login to customer portal via google account or social media account(s).

- 19.13 **MANDATORY** – The System must have the ability to send out custom surveys.
- 19.14 **MANDATORY** – The System must be able to send confirmation emails after a draw hunt is awarded. Confirmations must show draw awarded, amount paid, Wildlife Management Area (WMA) Regulations (specific to site awarded), specific information provided by the MDWFP including driving directions, and any other fields/information designated by the agency.
- 19.15 **MANDATORY** – The System must have a mechanism in place to mail confirmation letters to customers who do not have an email address. Please also indicate whether mailing would be handled by the vendor or by the MDWFP.
- 19.16 **MANDATORY** – The System must generate reminder emails similar to confirmation letters shortly before the draw hunt is to occur. The reminder must contain additional information that would be important for their hunt including but not limited to things such as:
- 19.16.1 Current information about the WMA which MDWFP can edit and update in real-time;
  - 19.16.2 Travel information and links to more information sources; and
  - 19.16.3 Information about permits, signage, facilities, etc.
- 19.17 **MANDATORY** – The System must have the ability for customers to be automatically signed up for MDWFP newsletters and other opt-in notifications at the end of website transactions via a link but customers must have the option to opt-out (e.g customers are automatically opted in but can uncheck to opt out).
- 19.18 **MANDATORY** – The System must be able to attach MDWFP created PDF (or similar format) documents that would be sent in addition to Confirmation Letters for specific facilities. Examples include waiver forms for skill building programs, facility use instructions, and special use permit forms.
- 19.19 **MANDATORY** – The System must support the ability to bundle services or upsell permits, etc. so that MDWFP can easily modify existing or create new packages.
- 19.20 **MANDATORY** – The System must have the ability to generate and use unique, one-time-use-per-customer promotional codes to offer discounts, track marketing efforts, etc. Once redeemed the promotional code may not be used a second time.
- 19.21 **MANDATORY** – The System must have the ability to generate and use open promotional codes that are not customer specific but available to all customers for a specified amount of time.
- 19.22 **MANDATORY** - Promotional codes must be able to apply a variety of discounts/additions (e.g., support ability to offer friend refer discounts).
- 19.23 **MANDATORY** - Promotional codes must be able to have an expiration date.

- 19.24 **MANDATORY** - The System must also be able to provide a dashboard showing analytics regarding email and marketing campaigns.

**20. Event Management**

- 20.1 The proposed System must include an Event Management System that allows customers to apply for or sign in for Events and support registering in a system where an applicant participates in multiple events or disciplines/sub events (Examples of sub events include skeet, trap, sporting clays). Examples of Events include but are not limited to hunter and boater education classes, quota and special hunts/draws, WMA sign in, conservation classes, conferences, volunteer opportunities, demonstrations, shooting and archery sports, youth WMA hunts, and youth fishing events.
- 20.2 The Event Management System must support complex events such as shooting sports and archery sports. This includes the ability for not only participant registration, but also entities, such as schools, groups, and coaches (assist and head coaches). The System must also support a wide variety of business rules that can assign teams, groups, or individuals for scheduled events or specified time slots within events. Management of groups/rosters/teams must also be supported.
- 20.3 The proposed System must allow and ensure that events may have but are not limited to the following characteristics.
- 20.3.1 Events may be quota events or events may not have a quota.
  - 20.3.2 Events may be random selection (with or without preference points), first come first serve, or sign in/registration. Sign in/registration may be mandatory or optional.
  - 20.3.3 Events may be defined by geographic areas, time periods, customer characteristics (such as age, gender, and residency), customer licenses and privileges held, and additional variables that are specified by the Agency.
  - 20.3.4 System must allow for emailable documents sent to customers that are customizable by the Agency with printable unique identifiable information. The Vendor/System must also support a way to mail documents to customers for a fee. This may include permits or tags.
  - 20.3.5 Ability to tie special hunts/draws to the licensing system, i.e.. you must win a special hunt/draw to purchase a specific license or privilege. This privilege that the customer purchases must be notated on the customer's profile and be able to be viewed by MDWFP personnel.
  - 20.3.6 Events may be one day or extend over multiple days.

- 20.3.7 Events may be single applicant or events may be Group application.
- 20.3.8 Events may require deposits, have fees associated with them, or have no cost.
- 20.4 The Agency must be able to create events in the System, and be able to specify event characteristics that must include but are not limited to the following: name of event; date and time; location information; directions; specify quota or not and maximum number; ability to assign property such as vehicles to specific groups or participants; specify random draw, first come first serve, or sign in; application open and close dates; if preference points are to be used or awarded; how successful and unsuccessful applicants are notified (at a minimum should include automatic email notification); how the event is to be fulfilled; if group applications are accepted and how many applicants are allowed; which events are shown to customers based on age, residency, time period, license type, and other factors; if events have refundable and non-refundable deposits or associated fees; and how deposits will be tracked and refunded. The System must allow additional event characteristics to be added, and should have fields to include notes and special descriptions about each event for additional customer information. The system must allow agency personal to designate limited access to specific individuals to allow them to manage groups and other information as designated by the agency. Automatic email and other notifications must be customizable by the Agency for events.
- 20.5 Events must be categorized for customer convenience using at a minimum type of event, name of event, date, quota (if applicable), restrictions, and geographic area or location. For quota limited events with open sign in, the System must indicate to customers whether the event is full, and if not full, the number remaining. Customers must be able to view and apply preference points, if applicable, and view the preference points history for an event or event type. Customers must be able to edit or delete applications for events, edit their profile as a registered participant/assistant coach/head coach, print event information, print confirmation of event application, and print registration confirmation. Some event information and profiles must have the ability to be carried over from year-to-year. The system must be able to have specific agreements in place for customers to check/read/sign off on when registering for specific events with the ability for parents/guardians to sign off on for minors.
- 20.6 The System must allow the Agency to either cut and paste pre-defined attributes from one event to another or must otherwise automate or simplify the association and/or creation of events that are similar in nature or carry over from one year to the next.
- 20.7 The System must be able to process fees for Agency specified events, accept deposits, and if applicable apply the deposit to the fee amount.
- 20.8 The System must allow Agency personnel to assign resources to events, or to persons selected or signing up for an event. As examples, the Agency should have a tool to manually assign volunteer instructors to hunter education classes,

assign waterfowl blinds to each of 10 selected hunters, assign event participants to campground sites, canoes, rooms, instructor names, numbered tags and more.

- 20.9 The System must allow the Agency to check if specific customers have applied, registered or have been selected for an event, and allow the Agency to print lists of these persons. The System must be able to generate reports for customers / participants with data fields designated by the Agency. The customer will not be assigned to an event if not selected. The System should be able to email individuals or a group of customers/participants for an event(s).
- 20.10 Specifically for hunter education and similar events that lead to certification, the System must support a business process to allow administrative users to print a list of class participants and to print a presumptive "passed" set of certification cards for instructors to have available to distribute at events. The System must allow instructors or other designated administrative users to securely and efficiently indicate successful completion of a class, must handle and support creation of unique certification numbers based on agency specifications, and must support printing of certificate numbers on licenses and stand-alone cards. The System must support printing and replacement of certificate cards by the Customer Service Center, Agency administrators, and by customer self-service. Administrator's access will be determined by role specific security.
- 20.11 The System must allow hunter certificate numbers and certifications from other agencies to be entered and allow entry of the name of the state wildlife agency, members of International Hunter Education Association (IHEA) or other agency certifying the course or providing the certificate number. The system must also save certification dates for when participants, instructors, and volunteers obtained certification for hunter ed, instructor certifications, and any programs designated. The system must be able to validate Mississippi hunter ed numbers and/or instructor certification numbers when individuals apply for a license or any program where it may be required.
- 20.12 There will be no transaction fee for customers to sign up for events or otherwise manage their account for this purpose. Transaction fees will only apply to selected transactions involving purchase of a product with cost as described elsewhere.
- 20.13 The System must support specialized creation of limited entry (quota) events, including but not limited to customer application, selection, notification, priority points, and fulfillment.
- 20.14 The System must support group applications for events with variable numbers of group members for events so designated by the Agency. The System must assign a group ID, select groups, consider group preference points for preference selection, and add and subtract preference points for all Group members. The System must support the ability for a customer or customers to be selected for more than one event within a single application.

- 20.15 The System must award, track, and subtract event preference points over time by customer, event, and quota period, and must allow flexible point award / no award for group members depending on the event type and Agency event rules.
- 20.16 The System must update the quota for events by subtracting the awarded or assigned events from the available quota. Timing of this should be controlled in the System based on event type (random selection, first come first serve, or sign in/registration).
- 20.17 The System and Vendor processes must allow events to be fulfilled in various ways including automatic notification by email with instructions; event is awarded and posted to the customer account which allows the event to be chosen and printed; customer receives an "authorization to purchase" and must select or pay for the event using various means; customer is mailed an event registration or tag; or must pick up the registration or tag.
- 20.18 The System must allow the Agency to manually change quota levels for an event and reflect this in customer views.
- 20.19 The System must prevent persons from submitting more than one application for events designated by the Agency. The System must allow the Agency to run a report to check for duplicate applications should the Agency desire to check System compliance.
- 20.20 The System must maintain customer preference point history so points can be restored manually by the Agency if an event is canceled, or other issues occur that would justify restoring Customer points. This should include the ability to modify previously assigned preference points from earlier applications. The System must also be able to display preference points (used and accumulated) on the customer's profile.
- 20.21 The System must support the Agency's ability to specify the time period, by inactivity or length of time, that customer preference points remain active and after these criteria are exceeded result in automated forfeiture.
- 20.22 The System must enable the Agency to manually initiate an "authorization to purchase" or inclusion on a customer record for a specific event.
- 20.23 The System must allow Agency choices / settings for an event so that when an event selection / registration is voided, returned, reversed, customer failed to exercise purchase or pickup, or similar situation the count for quota changes or does not change. This should also be selectable based on date, if the quota has been reached or not reached, or other selectable factors.
- 20.24 The System must include a wait list procedure for Agency specified events. For these designated events, customers would be able to register on the wait list even if the event was full, and their application would be date/time stamped to allow their application to be selected in order if the quota is increased, if there is a cancellation, or as manually determined by the event coordinator.

- 20.25 The System must retain historical information on customers that cancel event registration, those that are wait listed, and those that successfully register, and the events and dates associated with these actions. This information will be available in reports for marketing and other purposes.
- 20.26 The System must categorize events by type, name, date, and geographic area and descriptions of events; must indicate to customers whether the event is full, and if not full, the number remaining; must allow directions, special instructions, and other information necessary for customers to attend and get to an event to be included; and must allow customers to sign up and receive information on mobile devices.
- 20.27 System must perform random drawings for quota events according to Agency business rules.
- 20.28 The System must be able to accept a minimum of 250,000 event applications a month during peak periods, and up to 500,000 event applications yearly.
- 20.29 Applicants, instructors, volunteers, and anyone designated by the agency must have the ability to fill out forms, applications, invoices, and/or agreements and others as designated by the agency. The system must have the ability to accept digital signatures and provide a means for applicants, instructors, volunteers, etc. to have the ability to upload forms, invoices, receipts, etc. Uploaded documents must contain a searchable index for use by the agency.
- 20.30 All applicant, volunteer, instructor, users, and any fields/data collected must be reportable by agency personnel.
- 20.31 The Events Management System must support role-based functions. Such functions will be designated by MDWFP. Examples include Administrator management of rosters, teams, and users in the Events Management System.
- 20.32 The system must include a scoring system for tournaments such as AIMS and MSSP.
- 20.33 For AIMS, the scoring system must be able to track and display various scoring options such as individual scoring, top shooters, groups, gender-based, division, and schools.
- 20.34 The system must be able to print specific information such as shooter ID on a scantron to be used with National Archery in the Schools Program machines. After the scantron results are compiled, the system should be able to import the results through a CSV file which the system will tally to provide scores.
- 20.35 MDWFP, individuals, schools, etc. must be able to access the scores.
- 20.36 For MSSP, the scoring system must support shooting tournaments and include events such as five stand, sporting clays, skeet, etc.

- 20.37 The system must have the ability to figure individual scores as well as 3-person squad scores.
- 20.38 The system must have the ability to enter scores quickly by linking the score card with a specific shooter number or barcode or data.
- 20.39 The system must have the ability to have multi-events (skeet, trap, sporting clay, etc.) and combine scores when needed.
- 20.40 Scores and winners must be able to be displayed on an external screen to inform the public.
- 20.41 The systems should be able to take registration data and integrate it to the scoring application.

**21. Volunteer Management**

- 21.1 The System must include the ability for volunteers to register as generally available for work on Agency projects and other opportunities, match registered volunteers to Agency posted volunteer events, and allow volunteers to register for posted volunteer events.
- 21.2 The System must allow volunteers to list interests, qualifications, geographic area or distance interest, available times, and must match these to available opportunities.
- 21.3 The System must allow email to be utilized to advertise matching volunteer interest / volunteer opportunities. Emails should also be able to be used for communication between the agency and volunteers, etc.
- 21.4 The System must allow volunteer hours and mileage to be recorded and used for reporting (example: federal grant reporting) and must allow online registration or form management for application requirements (such as consenting to background check, waiver release, driver notification, photo release, etc.). Additional federal reporting requirement fields (age, gender, race, etc) and any other information designated by the agency must be collected.

**22. Harvest Reporting**

- 22.1 The System and Vendor business processes must allow persons to report harvest of wildlife and freshwater commercial fish, or non-game gross fish. Reporting should be available to customers via an online system as well as through the vendor provided app.
- 22.2 Harvest information must be linked to a customer's record/profile, and should include species or type of game, fish or wildlife; date and time of harvest; method of harvest; the county of harvest; private or public land; name of WMA; Federal Property and name of; data; and/or other information to be determined by the Agency.



- 22.3 Customers must be able to report various attributes such as antlered or antlerless, size, or other characteristics of the game, fish, or wildlife to be determined by the Agency.
- 22.4 All harvest report information must be stored and available to Agency personnel in real time, and through reports and exports.
- 22.5 The harvest reporting System must allow the customer to enter limited entry tag or license information, limited entry event information, and sign in opportunity information associated with the harvest.
- 22.6 The System must have the capability to provide customers proof of a harvest report, such as an email receipt or web based receipt, and a confirmation number, the form of the confirmation number to be specified by the Agency that may include identifying information, date and time. Negative / no activity reporting must be accommodated; the System must provide a method to track reporting compliance and generate notices when reports are delinquent; and the System must allow harvesters to edit reports and track changes.
- 22.7 The system must have the capability to disseminate, both point-of-sale and electronically, harvest voucher tags which may be affixed to game animals at the time of harvest. Harvest tags should be based upon an inventory system concept; i.e., each tag represents a uniquely numbered inventory item assigned to adequately licensed hunters. After a successful harvest, or if a physical tag is lost and a replacement requested, the corresponding voucher tags must be reported as used, and the inventory number associated with that used tag is then removed from the system.
- 22.8 The number of tags assigned to hunters should be programable based on agency recommendations of bag limits of white-tailed deer, wild turkey, or other big game species.

**23. Gift Cards**

- 23.1 The System must be able to sell and accept Agency gift cards.

**24. External Data Migration**

- 24.1 The system must have a mechanism to migrate data for all licenses, permits, and boat registrations in the Agency system and other Agency systems, including such licenses and certificates as valid disability licenses; all lifetime licenses and hunter education certificates; and quota hunt and quota hunt history and preference points.

**25. Electronic Storage of Documents**

- 25.1 Documents required from the customer by the Agency for Boat Registration, commercial licenses, or other products must be stored electronically in the System and linked to a customer, date, boat, or commercial license or other product in a manner that the documents can be retrieved, viewed, and printed by

System users and the Agency. Documents submitted during an application process and stored should be historically identifiable as submitted by a particular customer for a particular boat or product on a given date, and be searchable by owner, registration number, and HIN for boats, and customer and license or permit for other products.

**26. Mobile App(s)**

- 26.1 Vendor will be responsible for developing, updating, maintaining an Agency app and a WMA app. The apps may be combined into one app with approval from the Agency. The app must include all functionality of MDWFP's current mobile app (Game Check / Harvest Reporting, License information, season bag limits, etc.) as well as future updates, changes, and additions deemed necessary by MDWFP. In addition, the agency must have ways to promote/preview upcoming hunting seasons.
- 26.2 The vendor must be responsible for maintaining and providing access to all data associated with the app as needed to Agency personnel.
- 26.3 Various aspects of the mobile app(s) must be available for use with store forward capability. This includes WMA check-in and game check / Harvest reporting functionality. Users of the app will need the ability to upload information to these sections, and any sections deemed necessary by the agency, to later be synced when a cellular or wifi connection is available.
- 26.4 Push notifications, reminders, and emails must be able to be sent to users of the mobile app.
- 26.5 The app must also support a function to allow users to check into an Agency Shooting Range/Facility and have the users agree to any terms, etc. before checking into the range.
- 26.6 Access to user's WMA check-in, gamecheck, and shooting range data must also be available to Agency personnel via an online portal to ensure compliance with Mississippi Law.
- 26.7 User's must also be able to enter data from the WMA check-in, game check, and shooting range through an online system in addition to the app. All data must be synced to avoid duplicate records.

**27. Card Printing**

- 27.1 MDWFP must be provided digital files/ reports in a secure manner in formats designated by the agency to print all licenses, permits, cards, etc. Files will be provided on designated days as directed by the agency.
- 27.2 The vendor must ensure that files are given consistently and accurately. Change requests to files by MDWFP must be accommodated throughout the life of the contract.

- 27.3 Files must be emailed to individuals designated by the agency. However, a secure web portal must house all files and be indexed so MDWFP can search by dates, file type, and any fields deemed necessary to download and reprint files.

**28. Law Enforcement Citation System**

- 28.1 The Vendor will be responsible for housing all MDWFP's Law Enforcement Citations.
- 28.2 The System must import all citation data from MDWFP's internal citation system as well as Citation Data from MDWFP's current Hunt/Fish Vendor. The database is approximately 500MB and contains tens of thousands of records.
- 28.3 The Vendor will be responsible for matching all tickets in MDWFP's in-house system with current profiles and citations in the current Hunt/Fish system.
- 28.4 The Citation System should communicate with the new licensing system so that suspended individuals cannot purchase a license / privilege.
- 28.5 The Vendor must propose an e-ticket solution; however, the System should be compatible with MDWFP's paper tickets / numbering system to ensure that all tickets are unique.
- 28.6 The System must be able to produce reports for citations that includes, number written by county, officer, region, year, fiscal year, and other parameters as designated by the agency. The System must also provide secure means to send reports to other states to report suspensions/revocations.
- 28.7 All data must be replicated on MDWFP's servers in real time or as near real time as possible.

**29. Online Store**

- 29.1 The System must have the ability for customers to purchase retail products through a web portal that are shipped and fulfilled by MDWFP or another designated entity.
- 29.2 The System must have the ability to apply taxes to a customer's order based on the customer's address and in accordance with MS Sales and Use Tax policy.
- 29.3 The System must have the ability to add and calculate shipping costs to the customer's order.
- 29.4 MDWFP must have the ability to edit detailed descriptions and add or remove products from the online store without assistance from the Vendor.
- 29.5 Orders placed through the System's online store must be sent into a fulfillment queue and provide a pick list for the fulfillment location to use for gathering items for the orders.

- 29.6 The System must have the ability to calculate shipping based on the selected shipping companies' (e.g., UPS, FedEx, USPS) formulas at the time of order.
- 29.7 The System must have the ability to send notifications for orders to one or more MDWFP specific email addresses.
- 29.8 The System must have the ability to create an additional "web display" item name to be displayed on the web store that is different from the standard system name/description. This field should allow at least 200 characters.
- 29.9 The System must have the ability to apply discounts for certain items at MDWFP's discretion. This ability should be role based and only allowed to the role/roles that MDWFP states.
- 29.10 The System must have the ability to use MDWFP gift cards to make purchases from the online store.

**30. Online Dashboards**

- 30.1 The System must have an online dashboard for MDWFP staff.
- 30.2 MDWFP must have the ability to customize the dashboard to show license sales data, gender, race, age, and other fields designated by the agency.
- 30.3 The online dashboard must be able to show a variety of graphics and data as numbers as well as percentages.
- 30.4 Dashboards must be able to be set/saved by MDWFP users.

**31. Shooting Ranges**

- 31.1 The Vendor must provide separate pricing for providing and implementing the requirements of MDWFP's shooting ranges, however, MDWFP does not guarantee that it will proceed with purchasing this functionality.
- 31.2 The System must have the ability for tracking the number of clay targets a customer uses/shoots and then calculating the price a customer pays. The current system utilizes software combined with a physical card to track the number of clay targets a customer uses.
- 31.3 The System must have the ability to manage and track inventory for shooting ranges.
- 31.4 The System must integrate license sales and cash register sales into one daily financial report.
- 31.5 The System must provide MDWFP the ability to change pricing in house if needed.
- 31.6 The System must be able to split transactions among multiple shooters.

- 31.7 The System must be able to sell gift cards.
- 31.8 A point-of-sale solution must be implemented for the ranges to perform the above tasks and any other requirements of the RFP to meet the needs of MDWFP's shooting ranges.

**32. Cloud or Offsite Hosting Requirements**

**32.1 Data Ownership**

- 32.2 The State shall own all right, title and interest in all data used by, resulting from, and collected using the services provided. The Vendor shall not access State User accounts, or State Data, except (i) in the course of data center operation related to this solution; (ii) response to service or technical issues; (iii) as required by the express terms of this service; or (iv) at State 's written request.

**32.3 Data Protection**

- 32.4 Protection of personal privacy and sensitive data shall be an integral part of the business activities of the Vendor to ensure that there is no inappropriate or unauthorized use of State information at any time. To this end, the Vendor shall safeguard the confidentiality, integrity, and availability of State information and comply with the following conditions:

- 32.4.1 All information obtained by the Vendor under this contract shall become and remain property of the State.

- 32.4.2 At no time shall any data or processes which either belong to or are intended for the use of State or its officers, agents, or employees be copied, disclosed, or retained by the Vendor or any party related to the Vendor for subsequent use in any transaction that does not include the State.

**32.5 Data Location**

- 32.6 The Vendor shall not store or transfer State data outside of the United States. This includes backup data and Disaster Recovery locations. The Vendor will permit its personnel and contractors to access State data remotely only as required to provide technical support.

**32.7 Encryption**

- 32.7.1 The Vendor shall encrypt all non-public data in transit regardless of the transit mechanism.

- 32.7.2 For engagements where the Vendor stores non-public data, the data shall be encrypted at rest. The key location and other key management details will be discussed and negotiated by both parties. Where encryption of data at rest is not possible, the Vendor must describe existing security measures that provide a

similar level of protection. Additionally, when the Vendor cannot offer encryption at rest, it must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach. The policy shall comply with the following requirements:

- 32.7.2.1 The policy shall be issued by an insurance company acceptable to the State and valid for the entire term of the contract, inclusive of any term extension(s).
- 32.7.2.2 The Vendor and the State shall reach agreement on the level of liability insurance coverage required.
- 32.7.2.3 The policy shall include, but not be limited to, coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, and liability assumed under an insured contract.
- 32.7.2.4 At a minimum, the policy shall include third party coverage for credit monitoring, notification costs to data breach victims; and regulatory penalties and fines.
- 32.7.2.5 The policy shall apply separately to each insured against whom claim is made or suit is brought subject to the Vendor's limit of liability.
- 32.7.2.6 The policy shall include a provision requiring that the policy cannot be cancelled without thirty (30) days written notice.
- 32.7.2.7 The Vendor shall be responsible for any deductible or self-insured retention contained in the insurance policy.
- 32.7.2.8 The coverage under the policy shall be primary and not in excess to any other insurance carried by the Vendor.
- 32.7.2.9 In the event the Vendor fails to keep in effect at all times the insurance coverage required by this provision, the State may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event, subject to the provisions of the contract.

## 32.8 Breach Notification and Recovery

- 32.9 Unauthorized access or disclosure of non-public data is considered to be a security breach. The Vendor will provide immediate notification and all communication shall be coordinated with the State. When the Vendor or their sub-contractors are liable for the loss, the Vendor shall bear all costs associated

with the investigation, response and recovery from the breach including but not limited to credit monitoring services with a term of at least 3 years, mailing costs, website, and toll free telephone call center services. The State shall not agree to any limitation on liability that relieves a Vendor from its own negligence or to the extent that it creates an obligation on the part of the State to hold a Vendor harmless.

**32.10 Notification of Legal Requests**

**32.11** The Vendor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of the State. The Vendor shall not respond to subpoenas, service of process, and other legal requests related to the State without first notifying the State unless prohibited by law from providing such notice.

**32.12 Termination and Suspension of Service**

**32.13** In the event of termination of the contract, the Vendor shall implement an orderly return of State data in CSV or XML or another mutually agreeable format. The Vendor shall guarantee the subsequent secure disposal of State data.

**32.13.1** Suspension of services: During any period of suspension of this Agreement, for whatever reason, the Vendor shall not take any action to intentionally erase any State data.

**32.13.2** Termination of any services or agreement in entirety: In the event of termination of any services or of the agreement in its entirety, the Vendor shall not take any action to intentionally erase any State data for a period of 90 days after the effective date of the termination. After such 90 day period, the Vendor shall have no obligation to maintain or provide any State data and shall thereafter, unless legally prohibited, dispose of all State data in its systems or otherwise in its possession or under its control as specified in Item 14.7.4 below. Within this 90 day timeframe, Vendor will continue to secure and back up State data covered under the contract.

**32.13.3** Post-Termination Assistance: The State shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.

**32.13.4** Secure Data Disposal: When requested by the State, the provider shall destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods. Certificates of destruction shall be provided to the State.

**32.14 Background Checks**

32.15 The Vendor warrants that it will not utilize any staff members, including sub-contractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty. The Vendor shall promote and maintain an awareness of the importance of securing the State's information among the Vendor's employees and agents.

**32.16 Security Logs and Reports**

32.17 The Vendor shall allow the State access to system security logs that affect this engagement, its data, and/or processes. This includes the ability to request a report of the activities that a specific user or administrator accessed over a specified period of time as well as the ability for an agency customer to request reports of activities of a specific user associated with that agency. These mechanisms should be defined up front and be available for the entire length of the agreement with the Vendor.

**32.18 Contract Audit**

32.19 The Vendor shall allow the State to audit conformance including contract terms, system security and data centers as appropriate. The State may perform this audit or contract with a third party at its discretion at the State's expense.

**32.20 Sub-contractor Disclosure**

32.21 The Vendor shall identify all of its strategic business partners related to services provided under this contract, including but not limited to, all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Vendor, who will be involved in any application development and/or operations.

**32.22 Sub-contractor Compliance**

32.23 The Vendor must ensure that any agent, including a Vendor or subcontractor, to whom the Vendor provides access agrees to the same restrictions and conditions that apply through this Agreement.

**32.24 Processes and Procedures**

32.25 The Vendor shall disclose its non-proprietary security processes and technical limitations to the State so that the State can determine if and how adequate protection and flexibility can be attained between the State and the Vendor. For example: virus checking and port sniffing — the State and the Vendor shall understand each other's roles and responsibilities.

**32.26 Operational Metrics**



32.27 The Vendor and the State shall reach agreement on operational metrics and document said metrics in the Service Level Agreement. At a minimum the SLA shall include:

32.27.1.1 Advance notice and change control for major upgrades and system changes

32.27.1.2 System availability/uptime guarantee/agreed-upon maintenance downtime

32.27.1.3 Recovery Time Objective/Recovery Point Objective

32.27.1.4 Security Vulnerability Scanning

32.28

33. **Additional Requirements**

33.1 **ITS** acknowledges that the specifications within this RFP are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed system. Vendors must specify, here, what additional components may be needed and are proposed in order to complete each configuration.

### 34. Scoring Methodology

34.1 An Evaluation Team composed of MDWFP and ITS staff will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals.

34.1.1 Each category included in the scoring mechanism is assigned a weight between one and 100.

34.1.2 The sum of all categories equals 100 possible points.

34.1.3 For the evaluation of this RFP, the Evaluation Team will use the following categories and possible points:

Category	Possible Points
Non-Cost Categories:	
Technical	15
Marketing	15
Mobile App(s) and Other Management Systems	10
Finance and Reporting	10
Non-Hunt/Fish	10
General	15
Total Non-Cost Points	75
Cost	25
<b>Maximum Possible Points</b>	<b>100</b>

34.2 The evaluation will be conducted in four stages as follows:

34.2.1 Stage 1 – Selection of Responsive/Valid Proposals – Each proposal will be reviewed to determine if it is sufficiently responsive to the RFP requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this RFP with regard to content, organization/format, Vendor experience, submission via USB, bond requirement, timely delivery, and must meet any mandatory requirement. No evaluation points will be awarded in this stage. Failure to submit a complete and valid proposal may result in rejection of the proposal.

34.2.2 Stage 2 – Non-cost Evaluation (all requirements excluding cost)

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

<b>Non-Cost Categories</b>	<b>Possible Points</b>
<b>Technical</b> <ul style="list-style-type: none"> <li>• System Design, Usability, &amp; Security</li> <li>• System Performance &amp; Implementation</li> <li>• Electronic Storage of Documents</li> <li>• Online Dashboards</li> <li>• External Data Migration</li> </ul>	15
<b>Marketing</b> <ul style="list-style-type: none"> <li>• Marketing</li> <li>• Gift Cards</li> <li>• Online Store</li> </ul>	15
<b>Mobile App(s) and Other Management Systems</b> <ul style="list-style-type: none"> <li>• Event Management</li> <li>• Volunteer Management</li> <li>• Mobile Apps</li> <li>• Harvest Reporting</li> </ul>	10
<b>Finance and Reporting</b> <ul style="list-style-type: none"> <li>• Financial Services</li> <li>• System Reporting</li> </ul>	10
<b>Non-Hunt/Fish</b> <ul style="list-style-type: none"> <li>• Reservation System</li> <li>• Law Enforcement Citation System</li> <li>• Shooting Ranges</li> <li>• Boat Registration</li> </ul>	10
<b>General</b> <ul style="list-style-type: none"> <li>• General Requirements</li> <li>• Customer Information</li> <li>• Customer Service Center</li> <li>• Training</li> <li>• Agents</li> <li>• Commercial Licenses, Special Permits, &amp; Related Products</li> <li>• Card Printing</li> <li>• Project Planning &amp; Management</li> <li>• Recreational License Administration, Sales, &amp; Related Services</li> </ul>	15
<b>Maximum Possible Points</b>	<b>75</b>

34.2.2.2 Proposals meeting fewer than 80% of the requirements in the non-cost categories may be eliminated from further consideration.

34.2.2.3 ITS scores the non-cost categories on a 10-point scale, with 9 points for meeting the requirement. The 'Meets Specs' score for each category is 90% of the total points allocated for that category. For example, the 'Finance and Reporting' category was allocated 10 points; a proposal that fully met all requirements in that section would have scored 9 points. The additional 10% is used for a proposal that exceeds the requirement for an item in a way that provides additional benefits to the state.

### 34.2.3 Stage 3 – Cost Evaluation

34.2.3.1 Points will be assigned using the following formula:

$$(1 - ((B - A) / A)) * n$$

Where:

A = Total lifecycle cost of lowest valid proposal

B = Total lifecycle cost of proposal being scored

n = Maximum number of points allocated to cost for acquisition

34.2.3.2 Cost categories and maximum point values are as follows:

<b>Cost Category</b>	<b>Possible Points</b>
Lifecycle Cost	25
<b>Maximum Possible Points</b>	<b>25</b>

### 34.2.4 Stage 4 – Selection of the successful Vendor

34.2.4.1 Demonstrations and Interviews

34.2.4.1.1 At the discretion of the State, evaluators may request interviews, presentations, demonstrations or discussions with any and all Vendors for the purpose of system overview and/or clarification or amplification of information presented in any part of the proposal.

34.2.4.1.2 If requested, Vendors must be prepared to make demonstrations of system functionality and/or proposal clarifications to the evaluation team and its affiliates with seven calendar days of notice. Each presentation must be made by the project manager being proposed by the Vendor to oversee implementation of this project.

34.2.4.1.3 Proposed key team members must be present at the demonstration. The evaluation team reserves the right to interview the proposed key team members during this visit/demonstration.

34.2.4.1.4 Although demonstrations may be requested, the demonstration will not be allowed in lieu of a written proposal.

#### 34.2.5 Site Visits

34.2.5.1 At the State's option, Vendors that remain within a competitive range must be prepared to provide a reference site within seven calendar days of notification. If possible, the reference site should be in the Southeastern region of the United States. Vendor must list potential reference sites in the proposal.

34.3 Final Quantitative Evaluation - Following any requested presentations, demonstrations, and/or site visits, the Evaluation Team will re-evaluate any technical/functional scores as necessary. The technical/functional and cost scores will then be combined to determine the Vendor's final score.

## SECTION VIII COST INFORMATION SUBMISSION

Vendors must propose a summary of all applicable project costs in the matrix that follows. The matrix may be supplemented by a cost itemization fully detailing the basis of each cost category. The level of detail must address the following elements as applicable: item, description, quantity, retail, discount, extension, and deliverable. Any cost not listed, even if it was asked for in the RFP technical requirements but not included below, may result in the Vendor providing those products or services at no charge to the State or face disqualification.

### One-Time Costs

Description	Cost
Implementation	
Training	
Data Migration Services	
<b>Total One-Time Costs:</b>	

### Software Costs

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Software License					
Software Hosting					
Software Maintenance					
<b>Total Software Cost:</b>					

### Point of Sale Cost Per Location

Description	Unit Cost
<b>POS Equipment (Vendors to fill in rows with proposed equipment)</b>	

Description	Unit Cost
Implementation	
Annual Equipment Maintenance	
Total POS Cost Per Location	

**Shooting Range Functionality - Optional**

Description	Unit Cost
Implementation (per range)	
Equipment (per range)	
Software (per range)	
Annual Maintenance (per range)	
Total Cost Per Shooting Range:	

## **SECTION IX REFERENCES**

Please return the following Reference Forms, and if applicable, Subcontractor Reference Forms.

### **1. References**

- 1.1 The Vendor must provide at least three (3) references consisting of Vendor accounts that the State may contact. Required information includes customer contact name, address, telephone number, email address, and engagement starting and ending dates. Forms for providing reference information are included later in this RFP section. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession.
- 1.2 Any of the following may subject the Vendor's proposal to being rated unfavorably relative to these criteria or removed from further consideration, at the State's sole discretion:
  - 1.2.1 Failure to provide reference information in the manner described;
  - 1.2.2 Inability of the State to substantiate minimum experience or other requirements from the references provided;
  - 1.2.3 Non-responsiveness of references to the State's attempts to contact them; or
  - 1.2.4 Unfavorable references that raise serious concerns about material risks to the State in contracting with the Vendor for the proposed products or services.
- 1.3 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
  - 1.3.1 The reference installation must be for a project similar in scope and size to the project for which this RFP is issued;
  - 1.3.2 The reference installation must have been operational for at least six (6) months.
- 1.4 The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, including the procuring agency and/or other agencies or institutions of the State, even if that customer is not included in the Vendor's list of references, and to utilize such information in the evaluation of the Vendor's proposal.
- 1.5 Unless otherwise indicated in the Scoring Methodology in Section VII, reference information available to the State will be used as follows:



- 1.5.1 As documentation supporting mandatory experience requirements for companies, products, and/or individuals, as required in this RFP;
  - 1.5.2 To confirm the capabilities and quality of a Vendor, product, or individual for the proposal deemed lowest and best, prior to finalizing the award.
- 1.6 The State reserves the right to forego reference checking when, at the State's sole discretion, the evaluation team determines that the capabilities of the recommended Vendor are known to the State.

## **2. Subcontractors**

The Vendor's proposal must identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work, and three (3) references for whom the subcontractor has performed work that the State may contact. Forms for providing subcontractor information and references are included at the end of this section.

Unless otherwise noted, the requirements found in the References section may be met through a combination of Vendor and subcontractor references and experience. Vendor's proposal should clearly indicate any mandatory experience requirements met by subcontractors. **NOTE:** The State reserves the right to eliminate from further consideration proposals in which the prime Vendor does not, in the State's sole opinion, provide substantive value or investment in the total solution proposed. (i.e. the State does not typically accept proposals in which the prime Vendor is only a brokering agent.)

## **REFERENCE FORM**

**Complete three (3) Reference Forms.**

Contact Name:

Company Name:

Address:

Phone #:

E-Mail:

Project Start Date:

Project End Date:

Description of product/services/project, including start and end dates:

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### **SUBCONTRACTOR REFERENCE FORM**

**Complete three (3) Reference Forms for each Subcontractor.**

Contact Name:

Company name:

Address:

Phone #:

E-Mail:

Project Start Date:

Project End Date:

Description of product/services/project, including start and end dates:

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## EXHIBIT A STANDARD CONTRACT

A properly executed contract is a requirement of this RFP. After an award has been made, it will be necessary for the winning Vendor to execute a contract with ITS. The inclusion of this contract does not preclude ITS from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFP.

If Vendor cannot comply with any term or condition of this Standard Contract, Vendor must list and explain each specific exception on the *Proposal Exception Summary Form* included in Section V.

**PROJECT NUMBER 42680**  
**SOFTWARE LICENSE AND APPLICATION SERVICE PROVIDER AGREEMENT**  
**BETWEEN**  
**VENDOR NAME**  
**AND**  
**MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES**  
**AS CONTRACTING AGENT FOR THE**  
**MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES & PARKS**

This Software License and Application Service Provider Agreement (hereinafter referred to as "Agreement") is entered into by and between, **VENDOR NAME**, a **STATE OF INCORPORATION** corporation having its principal place of business at **VENDOR ADDRESS** (hereinafter referred to as "Licensor"), and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the Mississippi Department of Wildlife, Fisheries & Parks, located at 1505 Eastover Drive, Jackson, Mississippi 39211 (hereinafter referred to as "Licensee" and/or "MDWFP"). ITS and MDWFP are sometimes collectively referred to herein as "State."

**WHEREAS**, MDWFP, pursuant to Request for Proposals (hereinafter referred to as "RFP") Number 4464 requested proposals for the services of a contractor to host and maintain an Application Service Provider ("ASP") solution for a Recreational Licensing and Point of Sale System; and

**WHEREAS**, Licensor was the successful proposer in an open, fair and competitive procurement process to provide the software and services described herein;

**NOW THEREFORE**, in consideration of the mutual understandings, promises and agreements set forth, the parties hereto agree as follows:

### ARTICLE 1 DEFINITIONS

1.1 "Active User" means MDWFP employees and Agents (retail locations where public patrons can purchase licenses) actively participating on the system in any given month of operation, who shall be bound to the terms and conditions of this Agreement. Licensor does not impose a limit on the number of Active Users accessing or registering to use the system.

**1.2** "Available Date" means the date upon which Licensor notifies MDWFP that the Software may be accessed on the Licensor's ASP server and MDWFP may begin acceptance testing.

**1.3** "Content" means any content provided by or through Active Users for use with the Software.

**1.4** "Documentation" means the published user and technical manuals and documentation that Licensor makes generally available for the Software; the help files included within the Software, and any files containing presentation materials or manuals or other related materials to train and educate Licensee and the Active Users on the use of the Software.

**1.5** "Enhancements" means the corrections, updates, upgrades or new versions of the Software or Documentation that Licensor may provide to Licensee under this Agreement.

**1.6** "Equipment" means all hardware, including computers, card readers, receipt printers, cash drawers, and scanners, including but not limited to, the devices necessary to support a point of sale system and retail management system.

**1.7** "Licensee" means the MDWFP, its employees and any third party consultants or outsourcers engaged by MDWFP who have a need to know and who shall be bound by the terms and conditions of this Agreement.

**1.8** "Licensor" means **VENDOR NAME**, and its successors and assigns.

**1.9** "Products" means the Equipment, Software, Documentation, Corrections, Enhancements and any copy of the Software, Documentation, Corrections, or Enhancements provided by the Licensor.

**1.10** "Services" means any on-line user access, customizations, interface development, consulting, education, ASP installation, system administration, training, maintenance, support, and Help Desk services provided by Licensor to Licensee.

**1.11** "Software" means the machine-readable object code version of the computer programs whether embedded on disc, tape or other media used for the management of the web-based Parks Reservation System and Supported Interfaces (and any Documentation and help files within the Software), including any Enhancements provided pursuant to the maintenance and support terms identified herein.

**1.12** "Software Error" means a reproducible defect or combination thereof in the Software that results in a failure of the Software when used in accordance with the Documentation. Software Errors do not include those errors caused by (a) Licensee's negligence, (b) any unauthorized modification or alteration Licensee makes to the Software, (c) data that does not conform to Licensor's specified data format, (d) operator error, or (e) use not conforming to the Licensor's supported technical environment specified in the Documentation.

**1.13** "Supported Interfaces" means application-based interfaces (API), network protocols, data formats, database schemas, and file formats used in the Software as described in the Documentation.

## **ARTICLE 2 PERIOD OF PERFORMANCE**

**2.1** Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on the date it is signed by all parties and shall continue in effect until the Licensor completes all tasks required herein pursuant to the project work plan, including services during the five (5) year hosting term. The web-based Parks Reservation System, as customized for the State of Mississippi, must be implemented; fully functional; accepted by MDWFP, and all tasks (excluding hosting) required herein, including but not limited to development of required interfaces and training, completed on or before January 1, 2024, unless a change in this date is mutually agreed to in writing by the State and the Licensor. At the end of the five (5) year initial ASP services term, the ASP services may, upon the written agreement of the parties, be renewed under the same terms and conditions for two one-year terms. One hundred and eighty (180) days prior to the expiration of the initial hosting term or any renewal hosting term of this Agreement, Licensor shall notify MDWFP and ITS of the impending expiration and MDWFP shall have sixty (60) days in which to notify Licensor of its intention to either renew or cancel the ASP services.

**2.2** This Agreement will become a binding obligation on the State only upon the issuance of a valid purchase order by MDWFP following contract execution and the issuance by ITS of the CP-1 Acquisition Approval Document.

## **ARTICLE 3 SCOPE OF SERVICES**

**3.1** The Licensor agrees to provide to MDWFP an ASP based Recreational Licensing and Point of Sale System and Services and associated deliverables required to provide, host and maintain a web based application for MDWFP as described in this Agreement. While the scope of work for this project is defined by the contract documents set forth herein in the article titled "Entire Agreement", a summary of such work is outlined in Article 3.5 below.

**3.2** The Licensor acknowledges that MDWFP intends to be actively involved in the day-to-day progress of the project. The Licensor agrees to (a) obtain MDWFP's approval of all tasks and the time schedule for completion of said tasks prior to commencing performance, if not already contained in the approved project work plan; (b) make available to the State project team members all project work papers and work-in-progress for review; (c) ensure that the Licensor Project Manager works closely together with the State Project Manager, (d) provide MDWFP access to the host website; (e) meet with MDWFP on a regular basis at a mutually agreeable time, and as otherwise requested by MDWFP, to discuss the status of the project, and (f) if required by MDWFP, submit written project status reports.

**3.3** The parties understand and agree that the project shall be structured with interim deliverables as set forth in the agreed upon project work plan so as to allow MDWFP an opportunity to accept or reject the deliverables, including but not limited to, specifications, requirement definitions, process designs, data analyses, web layouts, screen layouts, and report layouts. The actual customizations shall not begin until after MDWFP has communicated its conceptual approval of the results the Licensor plans to provide. MDWFP shall have ten (10) business days to review interim materials, which review period can only be reduced by mutual agreement of the Licensor and MDWFP.

**3.4** It is understood by the parties that the project work plan must be in place within fifteen (15) business days of execution of this Agreement and prior to any other work being performed. Once this mutually agreed upon project work plan, which will identify specific time frames and deliverable target dates for this project, has been developed, it will be incorporated into and made a part of this Agreement. The dates in the project work plan will define the agreed upon period of performance. The parties acknowledge that the project work plan will evolve and change from time to time upon the mutual written agreement of both parties. The parties agree that the deliverables and schedule set forth in the latest version of the project work plan will take precedence over any prior plans.

**3.5** Licensor shall be responsible for the following:

- A. Ensuring that all deliverables are complete and accepted by MDWFP pursuant to the mutually agreed upon project work plan;
- B. Ensuring that the host site complies with PriorityOne of the World Wide Web Consortium's (W3C's) Web Accessibility Initiative and guidelines in Section 508 of the Rehabilitation Act that are not covered in W3C Priority;
- C. Ensuring that the site is accessible through MDWFP's published universal resource locator ("URL") rather than through Licensor's site address;
- D. Reviewing with MDWFP the Content a minimum of once a quarter to ensure that the Content remains timely and accurate and reaching an agreement with MDWFP as to reasonable timelines for implementing Content updates delivered to the Licensor that will be posted on the site;
- E. Tracking date sensitive items to ensure timely updates;
- F. All Content provided by the Licensee and collected by the Software shall remain the sole and exclusive property of the Licensee. Upon the termination or expiration of this Agreement, Licensor shall provide such Content in its possession to the Licensee pursuant to a mutually agreed upon release schedule;
- G. Working with MDWFP to achieve access rates that meet MDWFP's needs;
- H. Providing security for the host site that is agreeable to MDWFP with Licensor responsible for all necessary equipment and software related to security;
- I. Maintaining the accessibility of the site twenty-four (24) hours a day, seven (7) days a week at an uptime rate of 99% or greater, subject to the limitations set forth in this Agreement, including but not limited to, those in Article 4.4;
- J. Completing daily backups of the site;
- K. Notifying MDWFP at least three (3) business days prior to any anticipated service interruption, with said notice containing a general description of the reason for the service interruption;
- L. Proposing and adhering to a disaster recovery plan and providing access to such plan to the State, all at Licensor's expense;
- M. Participating with MDWFP in disaster recovery planning and testing based on a mutually agreed upon schedule;
- N. Maintaining the confidentiality of the data entered;
- O. Providing MDWFP access to all of the technical information concerning operation of the site, including but not limited to, server specifications, Internet connection information, personnel requirements and software implementations;



- P. Identifying any commercially available software, by vendor and version number, integrated into the Products and describing the particular functionality of any software that is proprietary to the Licensor;
- Q. Maintaining the host site, with the cost for such support, maintenance, and hosting for years following the initial five (5) year period not increasing annually beyond five percent (5%) or the percent increase in the consumer price index for all Urban Consumers, US City Average (C.P.I.-U) for the preceding year, whichever is less;
- R. Providing 24x7x365 support of the web site, including sub-domain support;
- S. Providing redundant internet connections;
- T. Providing connectivity to all locations through the State of Mississippi network;
- U. Providing FTP and remote configuration access;
- V. Providing SSL secure server support;
- W. Providing monthly reports containing line utilization, site availability statistics, network usage, security user access reports and system performance data to MDWFP;
- X. Maintaining sufficient bandwidth and server capacity to meet MDWFP and Active Users' demand as it may fluctuate and increase during the term of this Agreement, and
- Y. Ensuring that upon termination or expiration of this Agreement that transition of the site from the Licensor to MDWFP or to a successor host will be accomplished at no expense to MDWFP, and with minimal interruption of the site's accessibility and insignificant changes in the site's appearance and functionality.

**3.6** In the event Licensor creates any revisions to or upgrades of the system, Licensor shall provide Licensee thirty (30) days written notification of such revision or upgrade, and shall, upon request of Licensee, furnish such revision or upgrade to Licensee free of charge as part of the ASP fees.

#### **ARTICLE 4 SCOPE OF LICENSE AND HOSTING SERVICES**

**4.1** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive and non-transferable license to access the Software over the Internet and to use it for Licensee's business operations and use it on the Licensor's host server for the initial term of the Agreement and any subsequent renewal hosting terms in accordance with, and subject to, the terms and conditions set forth in this Agreement. Licensee and Active Users are granted access to the Software, Products and Services twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year, subject to regularly scheduled maintenance and required repairs. The terms and conditions of this Agreement will apply to any Enhancements or additional Software Products Licensee may procure from Licensor.

**4.2** Licensor will provide Licensee storage space on and access to Licensor's Software via the Internet and provide Internet access to the Software to the Active Users through Licensor's site ("ASP Services").

**4.3** In connection with the ASP Services, Licensor will provide and maintain all Software and hardware, including, but not limited to, the server hardware and software, telecommunications hardware and software, security hardware and software and other software that is reasonably necessary to operate and maintain the Software.

**4.4** The Software will be accessible at least ninety nine percent (99%) of the time, twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required



repairs, and except for any loss or interruption of the ASP Services due to causes beyond the control of Licensor. In the event that MDWFP or an Active User is unable to achieve the 99% application availability during any given month, excluding scheduled maintenance, required repairs, and unavailability due to causes beyond the control of Licensor, the Licensor shall reimburse MDWFP twenty five percent (25%) of the monthly ASP hosting fees for each twenty-four (24) hour day during which there were any incidents of unavailability. Licensor shall maintain the server at a secured location with restricted access.

**4.5** Licensor shall provide the Licensee with its standard managed firewall service, which shall enable secure delivery of Licensor's application services using fully redundant hardware-based firewalls. Licensor's managed firewall service will be available twenty-four (24) hours a day, seven (7) days a week.

**4.6** The use of the Software by Active Users will be governed solely by the terms and conditions of this Agreement.

**4.7** Licensor acknowledges that the Content is and shall remain the sole and exclusive property of Licensee. Further, Licensor acknowledges that the Content may contain valuable trade secrets of Licensee and Licensor agrees to maintain the confidentiality of the Content and shall not make the Content publicly available except as may be necessary in performing the ASP Services.

**4.8** Licensee acknowledges that the Software Products shall remain the exclusive property of Licensor. Licensee agrees that except as noted herein, it will not otherwise copy, translate, modify, adapt, decompile, disassemble or reverse engineer any of the Software without the prior written consent of Licensor.

## **ARTICLE 5 DELIVERY; RISK OF LOSS, AND ACCEPTANCE**

**5.1** Licensor shall deliver, install, and make available the Software and Documentation to the Licensor's hosting environment, except as otherwise specified, and pursuant to the delivery schedule mutually agreed to by the parties.

**5.2** Licensor shall deliver the Equipment to the location(s) specified by the Licensee and pursuant to the delivery schedule set forth by Licensee.

**5.3** Licensor shall assume and bear the entire risk of loss and damage to the Products from any cause whatsoever while in transit and at all times throughout Licensor's possession thereof.

**5.4** MDWFP shall have thirty (30) calendar days after the Available Date to evaluate and conduct the final acceptance testing of the Software to confirm that it performs without any defects and performs in accordance with the requirements of this Agreement. MDWFP shall immediately thereafter notify Licensor of any defects in the Software, which must be corrected. Thereafter, Licensor shall have ten (10) business days in which to either repair or replace the defective Software unless both parties agree to extend this period, all at Licensor's expense. In the event Licensor is unable to repair or replace the Software within this ten (10) day period, MDWFP may terminate this Agreement pursuant to the Termination Article herein.

**5.5** During the project initiation, Licensor and Licensee will develop a mutually agreed upon project plan including the division of responsibility between Licensee's staff and Licensor's staff.

It is understood by the parties that the project work plan must be in place prior to any other work being performed and must support an approach which ensures implementation by January 2024, or a date that is mutually agreed upon by the parties. Once this mutually agreed upon project plan, which will identify specific time frames and deliverable target dates for this project, has been developed, it will be incorporated into and made a part of this Agreement. The dates in the project plan will define the agreed upon period of performance. The parties acknowledge that the project plan will evolve and change from time to time, upon the mutual written agreement of both parties. The parties agree that the deliverables and schedule set forth in the latest version of the project plan will take precedence over any prior plans.

**5.6** MDWFP shall have thirty (30) calendar days after the Available Date to evaluate and conduct the final acceptance testing of the Products to confirm that they perform without any defects and performs in accordance with the requirements of this Agreement and RFP No. 4464. MDWFP shall immediately thereafter notify Licensor of any defects in the Products, which must be corrected. Thereafter, Licensor shall have ten (10) business days in which to either repair or replace the defective Products unless both parties agree to extend this period, all at Licensor's expense. In the event Licensor is unable to repair or replace any of the Products within this ten (10) day period, MDWFP may terminate this Agreement pursuant to the Termination Article herein.

## **ARTICLE 6 CONSIDERATION AND METHOD OF PAYMENT**

**6.1** The total compensation to be paid to the Licensor by MDWFP for all development, maintenance and ASP services, hosting, equipment, software, customizations, products, travel, performances and expenses under this Agreement shall not exceed the estimated specified sum of **\$TOTAL COMPENSATION**, and shall be payable as set forth in the Payment Schedule attached hereto as Exhibit A.

**6.2** Licensor shall submit invoices with the appropriate documentation to MDWFP monthly for any month in which ASP services and/or other Services are rendered. Licensor shall submit invoices and supporting documentation to MDWFP electronically during the term of this Agreement using the processes and procedures identified by the State. MDWFP agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by MDWFP within forty-five (45) days of receipt of the invoice. Licensor understands and agrees that MDWFP is exempt from the payment of taxes. All payments shall be in United States currency. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Licensor's choice. No payment, including final payment, shall be construed as acceptance of defective products or incomplete work, and the Contractor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article herein titled "Entire Agreement."

**6.3** Acceptance by the Licensor of the last payment due from MDWFP under this Agreement shall operate as a release of all claims for money against the State by the Licensor and any subcontractors or other persons supplying labor or materials used in the performance of the work under this Agreement.

## **ARTICLE 7 WARRANTY**

**7.1** Licensors represents and warrants that it has the right to license the Products provided under this Agreement.

**7.2** Licensors represents and warrants that the Products provided by Licensors shall meet or exceed the minimum specifications set forth in RFP No. 4464 and Licensors's Proposal, as accepted by the State, in response thereto.

**7.3** Licensors represents and warrants that Licensee shall acquire good and clear title to the hardware purchased hereunder, free and clear of all liens and encumbrances, and that each unit of hardware delivered shall be delivered new and not as "used, substituted, rebuilt, refurbished, or reinstalled" equipment. Licensors represents and warrants that Licensors shall maintain all equipment provided hereunder, pursuant to the manufacturer's warranty policies throughout the equipment manufacturer's specified warranty period.

**7.4** During the term of this Agreement, the Licensors represents and warrants that all deliverables shall be free from any defect, deficiency, faultiness, imperfection, inadequacy, incompleteness or other condition (collectively referred to herein as "Defect") which would render any such deliverable inoperable in any way or which would prevent full performance in accordance with this Agreement. This warranty includes, without limitation, correction of errors, design deficiencies, performance deficiencies, and incorrect or defective Documentation, including those found during acceptance testing, implementation, and the warranty period. Acceptance testing shall not in any way relieve the Licensors of its responsibilities to correct any Defect during the warranty period. The Licensors shall repair any Defect at no cost to the State within ten (10) business days of receiving notice of the Defect from the State, unless MDWFP consents in writing to a longer period of repair time. In the event Licensors is unable to repair or replace the Software within the mutually agreed upon time frame after receipt of notice of the Defect, MDWFP shall be entitled to a full refund of fees paid and shall have the right to terminate this Agreement in whole or in part as provided for in the Termination Article herein. Licensee's rights hereunder are in addition to any other rights Licensee may have.

**7.5** During the term of this Agreement, the Licensors represents and warrants that its Services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such Services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, Licensors shall perform the Services again, at no cost to the State, or if Licensors is unable to perform the Services as warranted, Licensors shall reimburse the State the fees paid to Licensors for the unsatisfactory Services.

**7.6** Licensors represents and warrants that neither the Software, nor Enhancements shall contain a disabling code, lockup program or device. Licensors further agrees that it will not, under any circumstances including enforcement of a valid contract right, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Licensee's licensed use of the Software, or Enhancements and/or which would restrict Licensee from accessing its data files or in any way interfere with the transaction of Licensee's business. For any breach of this warranty, Licensors at its expense shall, within ten (10) business days after

receipt of notification of the breach, deliver Products to Licensee that are free of such disabling code, lockup program or device.

**7.7** Licensor represents and warrants that neither the Software, nor Enhancements delivered to Licensee contain a computer virus. For purposes of this provision, a computer virus shall be defined as code intentionally inserted in the Software or Enhancements that will damage or destroy Licensee's applications or data. For any breach of this warranty, Licensor at its expense shall, within five (5) business days after receipt of notification of the breach, deliver Products to Licensee that are free of any virus, and shall be responsible for repairing, at Licensor's expense, any and all damage done by the virus to Licensee's site.

**7.8** The Licensor represents and warrants that, upon completion of the project, the Licensor, and all subcontractors, if any, shall convey to MDWFP copies of all interim reports, cost records, data collection forms, and any working papers that support the final acceptance.

**7.9** Licensor represents and warrants that it has obtained all necessary rights to permit use of the graphics on the site and that the Licensor shall provide MDWFP with evidentiary proof of graphic licenses and releases. Further, the Licensor represents and warrants that all Licensor-supplied graphics and content contains no scandalous or libelous material.

**7.10** The Licensor represents and warrants that the deliverables provided to MDWFP under this Agreement, and their use by Active Users, will not infringe or constitute an infringement of any copyright, patent, trademark, servicemark, trade secret or other proprietary right of any person or entity. Licensee agrees that it will promptly notify Licensor in writing of any such claim or action of which it has knowledge, and that it will cooperate fully in the defense and investigation of the claim by supplying Licensor all relevant information currently available and in its possession, all at Licensor's expense. Licensor shall, to the extent authorized by Mississippi law, have sole control over the defense or settlement of any such claim or action. Licensor, at its own expense, shall defend or settle any and all infringement actions filed against Licensor or the State which involve the deliverables or other items provided under this Agreement and shall pay all settlements, as well as all costs, attorney fees, damages and judgment finally awarded against the State. If, in any such suit arising from such claim, the continued use of the items for the purpose intended is enjoined or threatened to be enjoined by any court of competent jurisdiction, Licensor shall, at its expense: (a) procure for the State the right to continue using such items, or (b) modify or replace them with non-infringing items with equivalent functionality, or, to the extent (a) or (b) cannot be done despite Licensor's commercially reasonable efforts, (c) refund to the State the fees previously paid by the State for the infringing Products. Said refund shall be paid within ten (10) business days of notice to the State to discontinue said use. In addition to the foregoing, the Licensor shall indemnify the State in accordance with the provisions of Article 18 herein.

**7.11** Licensor represents and warrants that the host site provided by the Licensor shall be reasonably expandable and scalable so MDWFP can add and support additional business functions and users over time. It is understood and agreed that any standard revisions, enhancements, improvements, and upgrades to the licensed Software and host site equipment during the term of this Agreement, including operating system, database management system, and other software, shall be provided by Licensor to MDWFP at no additional cost to MDWFP.



**7.12** Licenser represents and warrants that it presently has and will continue to maintain, at its own expense, throughout the term of this Agreement, valid licenses for all software, trademarks, service marks, patents and copyrighted material and any other proprietary information of a third party that it will deploy in support of all products Licenser uses in the performance of this Agreement.

**7.13** Licenser represents and warrants that, to the extent applicable, it will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, *et seq* and any breach of Mississippi Employment Protection Act may subject Contractor to the consequences set forth under Miss. Code Ann. § 71-11-3.

**7.14** Licenser represents and warrants that the system provided pursuant to this Agreement will pass both internal security audits and independent security audits. For any breach of the preceding warranty at any time during which the system is covered by warranty and/or software support, Licenser shall, at its own expense and at no cost to Licensee, remediate any defect, anomaly or security vulnerability in the system by repairing and/or replacing any and all components of the system necessary in order for the system to be secure.

**7.15** Licenser represents and warrants that no official or employee of Licensee or of ITS, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Licenser warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement. The Licenser also warrants that in the performance of this Agreement no person having any such known interests shall be employed.

**7.16** The Licenser represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Licenser, terminate the right of the Licenser to proceed under this Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Licenser to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Licenser as it would pursue in the event of a breach of contract by the Licenser, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

## **ARTICLE 8 EMPLOYMENT STATUS**

**8.1** Licenser shall, during the entire term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.

**8.2** Licensor represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of Licensee.

**8.3** Any person assigned by Licensor to perform the Services hereunder shall be the employee of Licensor, who shall have the sole right to hire and discharge its employee. Licensee may, however, direct Licensor to replace any of its employees under this Agreement.

**8.4** Licensor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Licensor nor employees of Licensor are entitled to state retirement or leave benefits.

#### **ARTICLE 9 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS**

Licensor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Licensee location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of the staff and/or students will be asked to leave the premises and may be suspended from further work on the premises. All Licensor employees and subcontractors who will be working at such locations shall be covered by Licensor's comprehensive general liability insurance policy.

#### **ARTICLE 10 MODIFICATION OR RENEGOTIATION**

This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

#### **ARTICLE 11 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS**

**11.1** In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Licensor represents all contractors, third parties, and/or subcontractors Licensor has assembled for this project. The Licensee is required to negotiate only with Licensor, as Licensor's commitments are binding on all proposed contractors, third parties, and subcontractors.

**11.2** Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties' respective successors and assigns.

**11.3** Licensor must obtain the written approval of MDWFP before subcontracting any portion of this Agreement. No such approval by MDWFP of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of MDWFP in addition to the total fixed price agreed upon in this Agreement. All subcontracts shall incorporate the terms of this Agreement

and shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDWFP may deem necessary.

**11.4** Licensor represents and warrants that any subcontract agreement Licensor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Licensee, and that the subcontractor acknowledges that no privity of contract exists between the Licensee and the subcontractor and that the Licensor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Licensor. The Licensor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Licensor's failure to pay any and all amounts due by Licensor to any subcontractor, third party licensor, materialman, laborer or the like.

**11.5** All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between the Licensor and the Licensee, where such dispute affects the subcontract.

## **ARTICLE 12 AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDWFP to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to MDWFP for the payments or performance due under this Agreement, MDWFP shall have the right to immediately terminate this Agreement, in whole or in part, without damage, penalty, cost or expense to MDWFP of any kind whatsoever, except for payment for work completed by Licensor and accepted by MDWFP prior to termination. The effective date of termination shall be as specified in the notice of termination. MDWFP shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

## **ARTICLE 13 TERMINATION**

**13.1** Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, as follows: (a) upon the mutual, written agreement of the parties; (b) If either party fails to comply with the terms of this Agreement, the non-defaulting party may terminate the Agreement upon the giving of thirty (30) calendar days written notice unless the breach is cured within said thirty (30) day period; (c) MDWFP may terminate the Agreement in whole or in part without the assessment of any penalties upon ten (10) calendar days written notice to Licensor if Licensor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, or (d) MDWFP may terminate this Agreement in whole or in part for any reason without the assessment of any penalties after giving thirty (30) calendar days written notice specifying the effective date thereof to Licensor. The provisions of this Article 13 do not limit either party's right to pursue any other remedy available at law or in equity.

**13.2** In the event MDWFP terminates this Agreement, Licensors shall receive just and equitable compensation for Services rendered by Licensors and accepted by MDWFP prior to the termination. Further, upon termination of this Agreement, Licensors shall refund any and all applicable unexpended prorated annual ASP fees previously paid by Licensee.

**13.3** In the event that this Agreement's Scope of Services requires customization and/or implementation of software for which Licensee is required to pay a license fee upon execution of this Agreement, and if Licensors fails to complete said customization and/or implementation as required thereby precluding Licensee's use of the subject software, Licensors shall refund in full the price paid by Licensee to Licensors upon termination of this Agreement.

#### **ARTICLE 14 GOVERNING LAW**

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Licensors expressly agrees that under no circumstances shall the State be obligated to pay an attorney's fee, prejudgment interest or the cost of legal action to Licensors. Further, nothing in this Agreement shall affect any statutory rights the parties may have that cannot be waived or limited by contract.

#### **ARTICLE 15 WAIVER**

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by either party, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of that party.

#### **ARTICLE 16 SEVERABILITY**

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

#### **ARTICLE 17 CAPTIONS**

The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or Article in this Agreement.

#### **ARTICLE 18 HOLD HARMLESS**

To the fullest extent allowed by law, Licensors shall indemnify, defend, save and hold harmless, protect and exonerate Licensee, ITS and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Licensors and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform this Agreement.

#### **ARTICLE 19 THIRD PARTY ACTION NOTIFICATION**



Licensor shall notify MDWFP in writing within five (5) business days of Licensor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Licensor or MDWFP by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Licensor's performance under this Agreement. Failure of the Licensor to provide such written notice to MDWFP shall be considered a material breach of this Agreement and MDWFP may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

#### **ARTICLE 20 AUTHORITY TO CONTRACT**

Licensor warrants that it is a validly organized business with valid authority to enter into this Agreement; that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

#### **ARTICLE 21 NOTICE**

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: David C. Johnson, Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Licensee's address for notice is: Michael McRae, Director of Information Technology, Mississippi Wildlife, Fisheries & Parks, 1505 Eastover Drive, Jackson, Mississippi 39211. The Licensor's address for notice is: **VENDOR NOTICE INFORMATION**. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

#### **ARTICLE 22 RECORD RETENTION AND ACCESS TO RECORDS**

Licensor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Licensee, ITS, any state or federal agency authorized to audit Licensee, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Licensor's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Licensor's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Licensor for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

#### **ARTICLE 23 INSURANCE**

Licensor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Licensor's personnel, as well as comprehensive general

liability and employee fidelity bond insurance. Licensor will, upon request, furnish with a certificate of conformity providing the aforesaid coverage.

#### **ARTICLE 24 DISPUTES**

Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Licensor and Licensee, shall be decided by the Executive Director of ITS or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

#### **ARTICLE 25 COMPLIANCE WITH LAWS**

**25.1** Licensor shall comply with, and all activities under this Agreement shall be subject to, all Licensee policies and procedures which Licensor has received copies of, and all applicable federal, state, and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Licensor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability. Further, if applicable, Licensor shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein.

**25.2** Licensor represents and warrants that it will comply with the state's data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Licensor represents and warrants that it will comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act").

#### **ARTICLE 26 CONFLICT OF INTEREST**

Licensor shall notify MDWFP of any potential conflict of interest resulting from the provision of services to other customers. If such conflict cannot be resolved to MDWFP's satisfaction, MDWFP reserves the right to terminate this Agreement.

#### **ARTICLE 27 SOVEREIGN IMMUNITY**

By entering into this Agreement with Licensor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

#### **ARTICLE 28 CONFIDENTIAL INFORMATION**

**28.1** Licensor shall treat all Licensee data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Licensee. In the event that Licensor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a validly issued judicial order requiring divulgence of such information, Licensor shall promptly inform Licensee and thereafter respond in conformity with such court order to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Agreement and

shall continue in full force and effect and shall be binding upon the Licensor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Agreement on behalf of, or under the rights of the Licensor following any termination or completion of this Agreement.

**28.2** The parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Licensor. ITS will provide third party notice to Licensor of any requests received by ITS for documents marked confidential in Licensor's response to an RFP so as to allow Licensor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

**28.3** The parties understand and agree that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed confidential information.

#### **ARTICLE 29 EFFECT OF SIGNATURE**

Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the State or the Licensor on the basis of draftsmanship or preparation hereof.

#### **ARTICLE 30 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS**

All Content collected by the Software shall be the property of Licensee. Licensor may use the Content only in the performance of this Agreement, unless otherwise agreed upon between the parties. Licensee acknowledges that the Products shall remain the exclusive property of Licensor and are excluded from this Article.

#### **ARTICLE 31 NON-SOLICITATION OF EMPLOYEES**

Licensor agrees not to employ or to solicit for employment, directly or indirectly, any of MDWFP's employees until at least one (1) year after the expiration/termination of this Agreement unless mutually agreed to the contrary in writing by MDWFP and the Licensor and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government.

#### **ARTICLE 32 ENTIRE AGREEMENT**

**32.1** This contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto, including all terms of any "shrink-wrap", "click-wrap" or "browse-wrap" license of the Software. The RFP No. 4464, and Licensor's Proposal, as accepted by the State, in response thereto are hereby incorporated into and made a part of this Agreement.

**32.2** The contract made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

- A. This Agreement signed by the parties hereto;
- B. Any exhibits attached to this Agreement;
- C. RFP No. 4464 and written addenda, and
- D. Licensors's Proposal, as accepted by the State, in response to RFP No. 4464.

**32.3** The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Licensor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Agreement") and the lowest document is listed last ("D. Licensors's Proposal").

#### **ARTICLE 33 STATE PROPERTY**

Licensor shall be responsible for the proper custody of any Licensee-owned property furnished for Licensor's use in connection with Services performed pursuant to this Agreement. Licensor shall reimburse the Licensee for any loss or damage, normal wear and tear excepted.

#### **ARTICLE 34 SURVIVAL**

Articles 7, 14, 18, 22, 27, 28, 30, 31, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

#### **ARTICLE 35 DEBARMENT AND SUSPENSION CERTIFICATION**

Licensor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

#### **ARTICLE 36 SPECIAL TERMS AND CONDITIONS**

It is understood and agreed by the parties to this Agreement that there are no special terms and conditions except as specifically provided in this Agreement.



#### **ARTICLE 37 STATUTORY AUTHORITY**

By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the executive director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of the Licensee's or Licensors contractual obligations, financial or otherwise, contained within this Agreement. The parties further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by Licensee's funding source.

#### **ARTICLE 38 COMPLIANCE WITH ENTERPRISE SECURITY POLICY**

Licensors and Licensee understand and agree that all products and services provided by Licensors under this Agreement must allow Licensee to be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Licensors to comply 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.

#### **ARTICLE 39 COMPLIANCE WITH ENTERPRISE CLOUD AND OFFSITE HOSTING SECURITY**

If applicable, Licensors and Licensee understand and agree that all products and services provided by the Licensors under this Agreement must allow Licensee to be and remain in compliance with the State of Mississippi's Enterprise Cloud and Offsite Hosting Security Policy. The parties understand and agree that the State's Enterprise Cloud and Offsite Hosting Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution and augments the Enterprise Security Policy. The State reserves the right to introduce a new policy during the term of this Agreement and require the Licensors to comply 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.

#### **ARTICLE 40 SOFTWARE SUPPORT AND MAINTENANCE**

**40.1** As part of the Software support and maintenance services, Licensors will maintain the Products in an operable condition according to the specifications contained in the technical manuals and as outlined in the Licensors Proposal in response thereto. Licensors shall provide Licensee with Enhancements to the Software as they are made generally available from time to time. Notwithstanding any other provisions of this Agreement, Licensors shall provide support only with respect to the then-current generally available version of the Software.

**40.2** Licensors shall also provide unlimited email and toll-free telephone technical support in the operation of the Software Products twenty-four (24) hours a day, seven (7) days a week. Licensors shall respond by telephone within one (1) hour to requests for support services. Licensee shall be given priority placement in the support queue for all system locking situations or problems claimed by Licensee to be a mission critical process. Upon receipt of Licensee's call, Licensors will (a) create an error report, (b) assign a severity level and (c) attempt to resolve the Software problem in accordance with the procedures and processes for problem resolution

detailed below. It is understood by the parties that the Licensee and Licensor must mutually agree on whether an error is classified as a Severity Level 1, 2, or 3 error.

**40.3** Severity Level 1 implies that the Software is not functioning. Some examples of Severity Level 1 Software problems are as follows: (a) Software is down and will not restart; (b) Software is not able to communicate with external systems; and (c) Software is generating a data corruption condition. Licensor shall resolve Severity Level 1 Software Errors within one (1) business day, or within a mutually agreed upon time frame. When a Severity Level 1 Software Error is reported, Licensor will assign resources necessary to correct the Software Error. If access to the Software is required, Licensee will provide a contact available to Licensor and access to Licensee's system and other software for the duration of the error correction procedures.

**40.4** Severity Level 2 implies that (a) an essential function does not work as documented, or (b) testing and usage can continue but the task cannot be completed, and no workarounds exist. Licensor shall assign at least one (1) dedicated person to the problem and shall resolve Severity Level 2 Software Errors within two (2) business days, or within a mutually agreed upon time frame.

**40.5** Severity Level 3 implies a Software Error such that implementations of function do not match specification and/or technical Documentation, and a workaround may exist. Licensor shall resolve Severity Level 3 Software Errors within ten (10) business days, or within a mutually agreed upon time frame.

#### **ARTICLE 41 FORCE MAJEURE**

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war or terrorism, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"). When such a cause arises, the Licensor shall notify the Licensee immediately in writing of the cause of its inability to perform; how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate this Agreement.

#### **ARTICLE 42 TRANSPARENCY**

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.ms.gov>.

#### **ARTICLE 43 CHANGE ORDER RATE AND PROCEDURE**

**43.1** It is understood that the State may, at any time by a written order, make changes in the scope of the project. No changes in scope are to be conducted or performed by the Licensor

except by the express written approval of the State. The Licensor shall be obligated to perform all changes requested by the Licensee, which have no price or schedule effect.

**43.2** The Licensor shall have no obligation to proceed with any change that has a price or schedule effect until the parties have mutually agreed in writing thereto. Neither the State nor the Licensor shall be obligated to execute such a change order; and if no such change order is executed, the Licensor shall not be obliged or authorized to perform services beyond the scope of this Agreement and the contract documents. All executed change orders shall be incorporated into previously defined deliverables.

**43.3** With respect to any change orders issued in accordance with this Article, the Licensor shall be compensated for work performed under a change order according to the hourly change order rate specified in the attached Exhibit A. If there is a service that is not defined in the change order rate, the Licensor and the State will negotiate the rate. The Licensor agrees that this change order rate shall be a "fully loaded" rate, that is, it includes the cost of all materials, travel expenses, per diem, and all other expenses and incidentals incurred by the Licensor in the performance of the change order. The Licensor shall invoice the Licensee upon acceptance by the Licensee of all work documented in the change order, and the Licensee shall pay invoice amounts on the terms set forth in this Agreement.

**43.4** Upon agreement of the parties to enter into a change order, the parties will execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to implement the work contemplated therein. The price of the work to be performed under any change order will be determined based upon the change order rate; however, the change order will be issued for a total fixed dollar amount and may not be exceeded regardless of the number of hours actually expended by the Licensor to complete the work required by that change order. The project work plan will be revised as necessary.

**43.5** The Licensor will include in the progress reports delivered under this Agreement, the status of work performed under all then current change orders.

**43.6** In the event the Licensor and the State enter into a change order which increases or decreases the time required for the performance of any part of the work under this Agreement, the Licensor shall submit to the Licensee a revised version of the project work plan, clearly indicating all changes, at least five (5) working days prior to implementing any such changes.

**43.7** The Licensee shall promptly review all revised project work plans submitted under this Agreement, and shall notify the Licensor of its approval or disapproval, in whole or in part, of the proposed revisions, stating with particularity all grounds for any disapproval, within ten (10) working days of receiving the revisions from the Licensor. If the Licensee fails to respond in such time period or any extension thereof, the Licensee shall be deemed to have approved the revised project work plan.

#### **ARTICLE 44 PERSONNEL ASSIGNMENT GUARANTEE**

Seller guarantees that the personnel assigned to this project will remain a part of the project throughout the duration of the Agreement, as long as the personnel are employed by the Seller

and are not replaced by Seller pursuant to the third paragraph of the Article herein titled "Employment Status." Seller further agrees that the assigned personnel will function in the capacity for which their services were acquired throughout the life of the Agreement, and any failure by Seller to so provide these persons shall entitle the State to terminate this Agreement for cause. Seller agrees to pay the Purchaser fifty percent (50%) of the total contract amount if any of the assigned personnel is removed from the project prior to the ending date of the contract for reasons other than departure from Seller's employment or replacement by Seller pursuant to the third paragraph of the Article herein titled "Employment Status." Subject to the State's written approval, the Seller may substitute qualified persons in the event of the separation of the incumbents therein from employment with Seller or for other compelling reasons that are acceptable to the State and may assign additional staff to provide technical support to Purchaser. The replacement personnel shall have equal or greater ability, experience, and qualifications than the departing personnel and shall be subject to the prior written approval of the Purchaser. The Seller shall not permanently divert any staff member from meeting work schedules developed and approved under this Agreement, unless approved in writing by the Purchaser. In the event of Seller personnel loss or redirection, the services performed by the Seller shall be uninterrupted and the Seller shall report in required status reports its efforts and progress in finding replacements and the effect of the absence of those personnel.

For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.



State of Mississippi, Department of  
Information Technology Services, on  
behalf of Mississippi Department of  
Wildlife, Fisheries & Parks

**VENDOR NAME**

By: \_\_\_\_\_  
Authorized Signature

Printed Name: David C. Johnson

Title: Executive Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

## ATTACHMENT A – MS PAYMENT PROCESSING

NIC Mississippi (NIC MS) will serve as the single point of entry for all e-commerce and card present (POS), transactions. Awarded vendor will use Mississippi's official payment processor for any of the following services where payment is required.

- NIC TPE Payment Engine gateway
- Common Checkout Page (CCP) module for online web and mobile payment pages
- Over the Counter (OTC) module for Point-of-Sale transactions
- Secure Wallet module to support scheduled and recurring payments
- Devices Client module for managing the secure communications between credit card terminals and point-of-sale solutions

The following payment methods accepted through NIC Mississippi include: Visa, MasterCard, American Express, Discover, electronic check and subscription (monthly billed).

<b>DFA</b>	<b>Administrative</b>	<b>Rule</b>
<p>The Department of Finance and Administration (DFA) established an administrative rule to be followed when agencies, in accordance with §27-104-33, Mississippi Code of 1972, Annotated, elect to accept payment by credit cards, charge cards, debit cards, electronic check (echeck) and other form of electronic payments for various services and fees collectible for agency purposes. See Attachment 1 for Final Rule.</p>		

<b>Payment</b>	<b>Card</b>	<b>Industry</b>	<b>(PCI)</b>	<b>Compliance</b>
<p>NIC Mississippi will be responsible for reporting Payment Card Industry (PCI) compliance on behalf of the State. Each Agency will have some requirements that they are responsible for depending upon the payment service selected. These requirements will be communicated with each Agency prior to the start of service, though any future change in the PCI standards may require additional support from the State entity and awarded vendor. NIC Mississippi's payment processing services, including but not limited to the Transaction Processing Engine (TPE), are certified compliant with the PCI Data Security Standard (DSS) as a Level 1 Service Provider. NIC is also listed as a Validated Payment Service Provider by VISA and MasterCard. TPE is hosted at NIC's Central Data Center in Ashburn Virginia and complemented with a backup facility in Allen, Texas.</p>				

See Technical Requirements for notes to the PCI compliance responsibility of the awarded vendor.

The fee break out can include a "subtotal" for services and a "Total ms.gov Price" or "ms.gov Order Total" which includes the eGov processing fee. See image below for example.



## Transaction Summary

### Transaction Detail

SKU	Description	Unit Price	Quantity	Amount
000000013	Elections Fees/Fines	\$100.00	1	\$100.00
Total				\$100.00

Elections Fees/Fines \$100.00

ms.gov Order Total **\$103.22**

### Need Help?

Please complete the Customer Information Section

## Merchant of Record

In order to act as the single point of contact between the State, NIC Mississippi, the payment processor, the merchant acquiring bank, and end users of ms.gov services, NIC Mississippi will be the "Merchant of Record" for this RFP. As the single point of contact for the State, NIC Mississippi will work directly with the processor and the acquiring bank to request and set up merchant accounts and will be responsible for all areas of merchant services, including merchant fees.

## eGov Transaction Fees

There will be standard payment processing fees associated with each payment transaction. Customer approval (electronic or otherwise) of NIC Mississippi payment processing fees will be obtained prior to initiating payment.

### MAGIC

NIC Mississippi's payment solution processes is integrated with MAGIC, Mississippi's statewide accounting and procurement system of record. At least three (3) weeks prior to service launch Customer will be required to work with DFA to set up corresponding charges table entries. After appropriate edits are made to the charges table, Customer and awarded vendor will be required to work with NIC Mississippi to ensure adequate testing, confirming the application transactions are posting to MAGIC. A live transaction test must be completed no later than three (3) business days before service launch.

### Refunds, Chargebacks, Returns

As the merchant of record and official payment processor, NIC Mississippi will handle all refunds, chargeback representments and returned echecks. However, NIC Mississippi is not responsible for covering any monies that must be netted from the agency's account through refund, successful chargeback or returned echeck. Below are the processes for each.

#### Refunds

The refund process is initiated by either customer or agency request.

- Upon customer request NIC Mississippi will contact the agency financial contact (established at project initiation) for approval prior to refund.
- Agency contacts have access to and are encouraged to use the NIC Mississippi refund tool for their refund requests. This ensures adequate logs of all requested refunds
- Refund API is available for programmatic refunds and approval of use is required by the individual agency.
- After agency request or approval NIC Mississippi refunds the charge in TPE and notifies the requestor upon completion.

Through MAGIC refunds are netted from the next day's deposits, or the next deposit containing funds for the refund to net.

#### Chargebacks

A chargeback is a monetary dispute that is initiated by the Issuing Bank (issuer disputes the posting of the transaction) or the cardholder (a cardholder disputes a transaction).

- Customer or card issuing bank sees what appears to be a suspicious charge on their statement.
- The customer contacts the card company to dispute the charge and initiate the chargeback process. Note: depending on the company policies of the company that issued the card the company may initiate the chargeback without customer notification.
- NIC Mississippi receives a chargeback email from our processor notifying us of the transaction details of the chargeback. Once this notification is received the processor pulls the funds back from the Portal account until supporting documentation is obtained. (NIC Mississippi's processor has 45 days from the time the customer disputes the charge to contact NIC Mississippi for additional information.)
- Based on the information provided in the chargeback notification NIC Mississippi researches the charge internally first.
- If the disputed charge is a true duplicate charge (same customer information, amount, etc.), NIC Mississippi allows the chargeback to process and it is automatically marked in TPE. In the event that NIC Mississippi needs agency verification, NIC Mississippi contacts the appropriate agency contact(s) (financial contact gathered at project initiation) by email to explain the chargeback, provide charge details and verify with the contact that it is a valid charge. If needed NIC Mississippi requests the agency provides any additional information they may have to support the claim.
- If the charge is valid NIC Mississippi will provide the sales drafts (chargeback receipt, TPE receipts, agency support, etc.) back to the processor to support the charge validity.
- If the agency advises that the chargeback should result in the return of funds to the customer, NIC Mississippi will mark the chargeback as accepted.
- After the charge is verified through receipt of sales drafts the chargeback will be reversed and the funds will be deposited back to the agency.
- In the event that the issuing financial institution agrees with the customer, funds will not be reversed and deposited. The agency is notified of the chargeback and can handle collection of funds as they see fit.

Note: The chargeback process could take up to 60 days to resolve.

#### Returns

Electronic checks (echeck)/ACH payments (where a user enters an account and routing number) may be returned unpaid for any reason, including non-sufficient funds (NSF), stop payment, online data entry error or closed account. A full list of return codes is listed below:

- R01 - Insufficient Funds - Available balance is not sufficient to cover the dollar value of the debit entry.
- R02 - Account Closed - Previously active account has been closed by customer or RDFI.
- R03 - No Account/Unable to Locate Account - Account number structure is valid and passes editing process, but does not correspond to individual or is not an open account.
- R04 - Invalid Account Number - Account number structure not valid; entry may fail check digit validation or may contain an incorrect number of digits.
- R05 - Improper Debit to Consumer Account - A CCD, CTX, or CBR debit entry was transmitted to a Consumer Account of the Receiver and was not authorized by the Receiver.

- R06 - Returned per ODFI's Request - ODFI has requested RDFI to return the ACH entry (optional to RDFI – ODFI indemnifies RDFI).
- R07 - Authorization Revoked by Customer - Consumer, who previously authorized ACH payment, has revoked authorization from Originator (must be returned no later than 60 days from settlement date and customer must sign affidavit).
- R08 - Payment Stopped - Receiver of a recurring debit transaction has stopped payment to a specific ACH debit. RDFI should verify the Receiver's intent when a request for stop payment is made to insure this is not intended to be a revocation of authorization.
- R09 - Uncollected Funds - Sufficient book or ledger balance exists to satisfy dollar value of the transaction, but the dollar value of transaction is in process of collection (i.e., uncollected checks) or cash reserve balance below dollar value of the debit entry.
- R10 - Customer Advises Not Authorized - Consumer has advised RDFI that Originator of transaction is not authorized to debit account (must be returned no later than 60 days from settlement date of original entry and customer must sign affidavit).
- R11 - Check Truncation Entry Returned - used when returning a check safekeeping entry; RDFI should use appropriate field in addenda record to specify reason for return (i.e., "exceeds dollar limit," "stale date," etc.).
- R12 - Branch Sold to Another DFI - Financial institution receives entry destined for an account at a branch that has been sold to another financial institution.

#### Typical Return Process

- User enters echeck information in the ms.gov common checkout page
- TPE captures the information and sends to payment service provider
- The service provider submits a request to the payer's bank to retrieve the funds
- Payer's bank reports back one of the aforementioned return codes to the services provider
- Service provider notifies NIC Mississippi and the return is marked in TPE
- Funds are electronically pulled from the agency through the daily MAGIC payment interface file. NIC Mississippi contacts the individual(s) responsible for agency funds (contact obtained during project initiation) by email to let them know of the return and reason. From there, the agency can handle collection of funds as they see fit.

#### Hardware

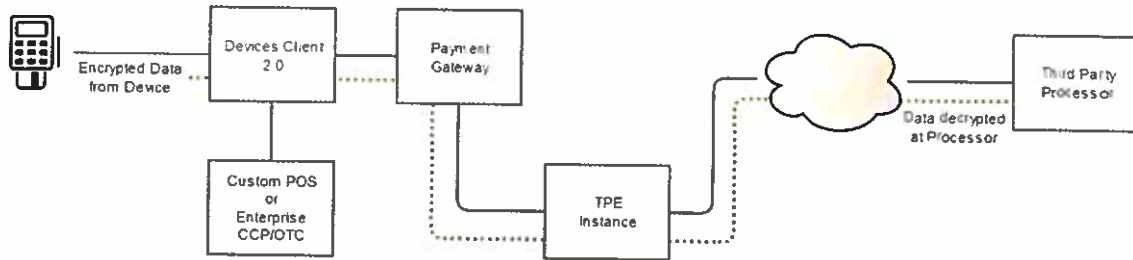
Due to the payment key injections required for hardware to be compatible with NIC Mississippi's PCI compliant payment processor, any hardware must be acquired through NIC Mississippi's existing eGov contract. This includes, but is not limited to, kiosks, pin pad/card swipe, mobile devices, etc.

#### Devices Client

Devices Client allows the calling application to send the order information to Devices Client which will then interact with the payment device, add payment information to the order, and pass the order to the back end for processing. This will allow the calling application to be removed from PCI scope as none of the payment information will be passed through it. It will also allow for easier EMV integrations for new services since the EMV flow has already been certified and will only need to do regression tests for new certification.

#### Acquisition





- **Application**

For all new services DFA requires a test transaction to be run for flow of funds and processor verification. After NIC Mississippi receives confirmation the awarded vendor is satisfied with the integration, one test must be run through production TPE and confirmed by NIC Mississippi.

**Testing**

- It takes three (3) business days (excluding bank holidays) for the transaction to be confirmed by DFA. Awarded vendor should take this time frame into consideration when anticipating launch date.

**Reporting**

TPE provides reporting and auditing tools useful for streamlining and accommodating various back-office procedures. TPE's financial reporting is comprehensive, flexible, and robust. Within TPE all payment processing data is made available via a wide variety of reporting features. Reports are real-time, up-to-the-minute transaction reporting ranging from summary reports to detail reports showing line-item level data. A comprehensive users guide and applicable training will be provided to agency contacts during integration.

- **Payment**

NIC Mississippi will provide support for all user payment inquiries. NIC Mississippi is located at 2727 Old Canton Road, Suite 100, Jackson, Mississippi 39216 and customer payment support is available during normal business hours (Monday – Friday 8:00 a.m.-5:00 p.m. CST). NIC Mississippi's toll free support number (1-877-290-9487) is listed on the ms.gov Common Checkout page and is accessible to all users. For payment emergencies a technical support cellular number will be provided to the State contact.

**Support**

NIC Mississippi will work directly with the awarded vendor and/or the agencies to identify, report, track, monitor, escalate, and resolve any technical issues with TPE or CCP. It is NIC Mississippi's policy to notify all awarded vendors and agencies of planned maintenance windows or system updates to avoid any payment issues.

- State entities and/or awarded vendors will not be charged for NIC Mississippi's efforts during payment implementation or any training/support.

**Technical**

Mississippi's payment solution is designed to provide two methods of integration: CommonCheckout (where the user clicks on a "Pay Now" button and is transferred to a set of common checkout pages branded for ms.gov), and DirectConnect (where the application has

**Requirements**

self-contained checkout pages and will call TPE for verification and capture once all payment information has been entered). In both of these instances, the awarded vendor will utilize standard web service protocols.

The CommonCheckout integration is required by ITS and DFA. Should special circumstances arise where the CommonCheckout is not applicable and/or the DirectConnect option is required, approval from both State agencies is mandatory.

High-level descriptions of the integration requirements are included in this section. For detailed documentation please contact David Campbell, NIC Mississippi's Director of Technology, at [david.j.campbell@tylertech.com](mailto:david.j.campbell@tylertech.com).

#### CommonCheckout (CCP)

When utilizing CommonCheckout, the calling application is not responsible for collecting the credit card or banking information. Instead, the application sends the transaction data to the CommonCheckout interface which collects and processes all payment information. The CommonCheckout interface will then return to the calling application all transaction status details and information related to the transaction.

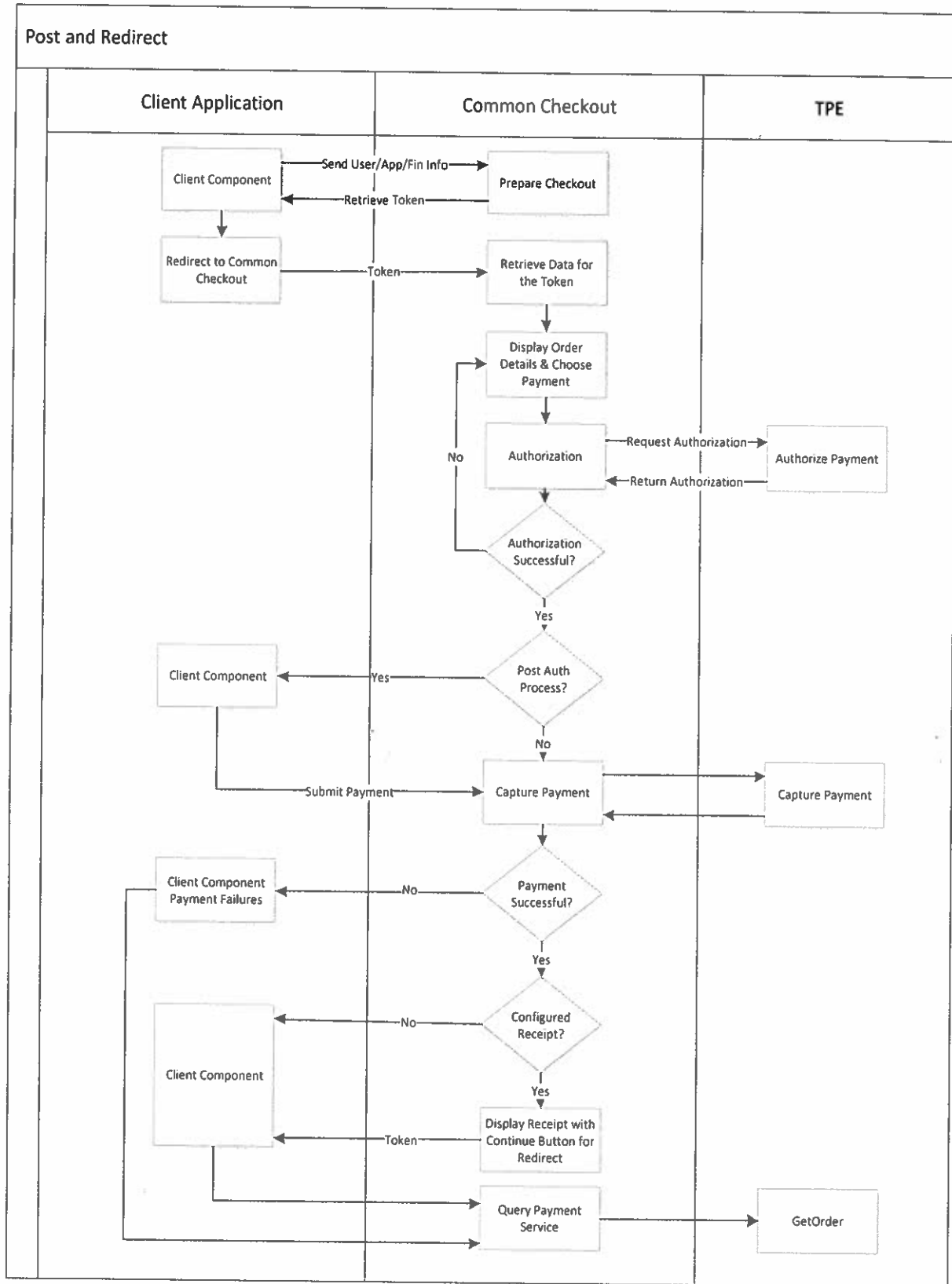
#### CCP Option 1: Server-side Web Service Calls and Browser-side Redirect

To initiate a transaction, the partner application is required to invoke the PreparePayment method on the Common Checkout web service (ReST or SOAP) that is passing along the financial/customer/application information.

- The Web Service operation returns a token back in the SOAP or ReST response. This token allows CCP to recall and process the transaction using the information provided during the PreparePayment call.
- This token is required as a query string parameter when redirecting the user to CCP for collection and processing of payment information.
- When the customer chooses to continue with the payment by clicking a form button on the partner screen, the browser redirects to the Common Checkout web application.
- The Common Checkout web application retrieves the customer/financial/application data associated with the token and displays it on the payment page.
- Upon submission of the payment, Common Checkout redirects to the partner application or displays a receipt page, based on the configuration. In the latter case, the redirect to the partner application happens when a customer clicks a button on the receipt screen.
- The partner application is required to do a call back to the Query payment web service by sending the token. The service will return the transaction information back in the SOAP or Rest response. Optionally, the partner application may receive information about the payment via a 'postback' message from CCP. These methods ensure the authenticity of the payment.

The following figure outlines a typical process flow for a CommonCheckout transaction.





#### CCP Option 2: Server-side Web Service Calls and InContext IFrame Display

Partners who do not wish to redirect users away from and wish to display payment options on the page may utilize the CCP InContext IFrame Display view which allows Common Checkout to be embedded within the Partners page via an IFrame.

To initiate a transaction, the partner application is required to invoke the PreparePayment method on the Common Checkout web service (ReST or SOAP) that is passing along the financial/customer/application information.

- The Web Service operation returns a token back in the SOAP or ReST response. This token allows CCP to recall and process the transaction using the information provided during the PreparePayment call.
- This token is required as a query string parameter when redirecting the user to CCP for collection and processing of payment information.
- When the customer chooses to continue with the payment by clicking a form button on the partner screen, the partner's application call renders the Common Checkout web application embedded in an IFrame on the current page.
- The Common Checkout web application retrieves the customer/financial/application data associated with the token and displays it on the payment page within the IFrame.
- The Common Checkout application within the IFrame communicates to the partner application on the parent window via the application subscribing to an event listener and receiving a JSON response.
- Upon submission of the payment, Common Checkout provides a JSON event response informing the partner application of the status of the payment.
- The partner application can choose to close the IFrame and build and display its own receipt.
- The partner application is required to do a call back to the Query payment web service by sending the token. The service will return the transaction information back in the SOAP or Rest response. Optionally, the partner application may receive information about the payment via a 'postback' message from CCP. These methods ensure the authenticity of the payment.

#### Wallet API One-Time and Stored Payments

The Wallet API provides payment integration services for front-end web applications through a Rest interface. It enables front-end application users to save credit card and bank account information and complete payment transactions with the saved payment accounts. Payment account data is stored in a PCI/PII compliant account vault. Communication with the API is restricted to authorized application hosts. Partner application users do not interact directly with the API.

To initiate Guest checkout transactions:

- The partner application calls the Wallet API to authorize caching a payment account.
- The Wallet API returns a URL for an IFrame to be hosted on a partner application web page.
- End users enter credit card or e-checking data in the iFrame, keeping the front-end application out of PCI scope.
- Cached payment accounts are referenced by the Wallet API for payment transactions

routed to TPE.

- TPE returns the payment result to the Wallet API, which passes the result to the Partner Application as a JSON response.
- The partner application displays the payment result to the end user.
- Cached payment accounts can be saved if desired.

To initiate saved payment account transactions:

- The partner application calls the Wallet API to authorize saving a payment account.
- The Wallet API returns a URL for an iFrame to be hosted on a partner application web page.
- End users enter credit card or e-checking data in the iFrame, keeping the front-end application out of PCI scope.
- Saved payment accounts are referenced by the Wallet API for payment transactions routed to TPE.
- TPE returns the payment result to Wallet API which passes the result to the Partner Application as a JSON response.
- The payment method is encrypted and saved in a PCI compliant vault.
- Saved payment accounts are referenced by Wallet API user IDs, shared with the partner application.

#### DirectConnect

The second scenario is to use the Application Programming Interfaces ("API's") that are available to developers. In this scenario, agency or third party developers write applications that include the checkout pages. Customers fill out all payment information within the application, and once captured, the application communicates with TPE using a standard Rest API. TPE processes the payment, based on payment type, and returns either a success or failure code back to the calling application. Based on the code, the calling application displays either a receipt back to the customer or the reason for the failure. TPE supports multiple API's including:

- Java
- .NET
- Perl
- PHP

Note: If the DirectConnect method is approved by ITS and DFA the awarded vendor must provide NIC MS and the State proof of their software's (and any applicable hardware used for hosting the software) PCI compliance through a SAQ-D service provider version or a PCI Attestation of Compliance (AoC) completed by a Qualified Security Assessor (QSA). Approved Scanning Vendor (ASV) quarterly application scans will also be required to be submitted to NIC MS.

DirectConnect Integration Outline: Before a payment can be processed inside of TPE, an Order must be established. An Order is the basic transaction container in TPE. It is a detailed request for certain goods or services and represents all the instructions and information needed from the customer for the merchant to collect money. An order contains information about the customer, items purchased, fees and taxes, payment information, billing address, shipping address, and so forth.

TPE uses the term order, along with the terms payment and credit to represent payment data

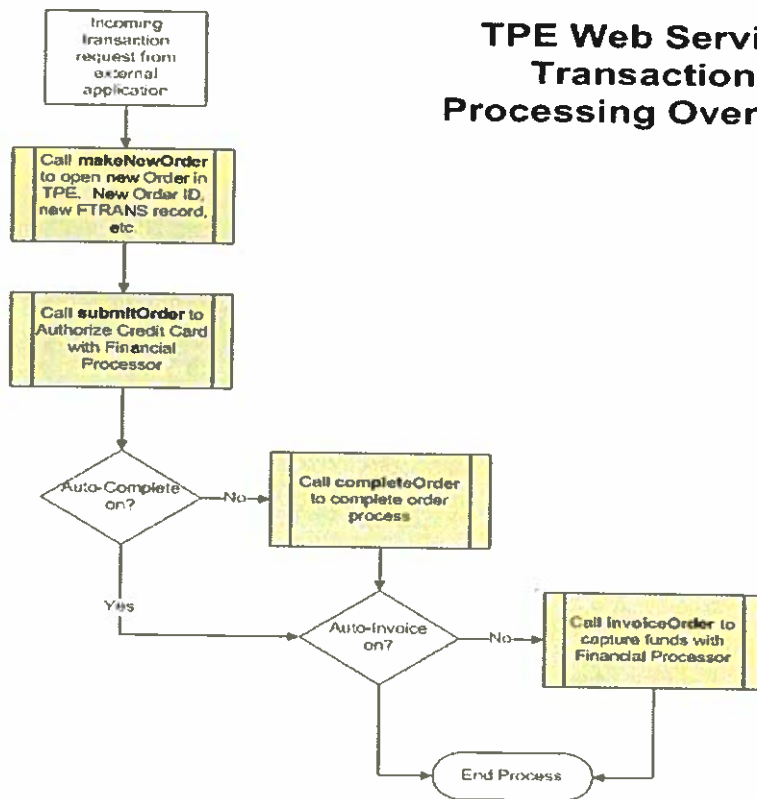
for all electronic payments. An order is created by the client application while the customer is placing an order for goods or services. Transactions flow between the merchant and the financial institution during the life cycle of the order. These transactions can be broken into two broad categories: payments (monies transferred to the merchant from the customer) and credits (monies returned to the customer, such as when goods or services are returned and payment is refunded). As order processing continues, payments and credits are created and modified.

The basic steps for creating an Order and processing a payment are as follows:

1. Submit a new Order Request to TPE: The client application will create a request that includes a Merchant Id, a Merchant Key, and a Service Code. These are pre-defined security parameters that are configured within TPE. If the request is successful, TPE will return an empty order container to the client application.
2. Inside of this container, the application will set the Payment Implement (Credit Card, ACH, Cash, etc.), customer payment information, billing information, transaction line items and amounts, and any other information necessary for processing the payment.
3. Submit the Order: Once the Order container has been filled by the calling application, it will be submitted for authorization. TPE will do preliminary validations on the Order before submitting it to the Merchant Service Provider for authorization. If there is an error with the Order, TPE will return that information back to client application, or it will return back that the authorization was successful.
4. Complete the Order: This call to TPE informs the system that the order is complete and ready to be invoiced.
5. Invoice the Order: This step is where money transfer (i.e., Capture) is initiated. The invoice takes the information from the Order, and is then submitted to the Merchant Service Provider for Capture/Settlement.

The following figure outlines a typical process flow for a Direct Connect transaction.

## TPE Web Service Transaction Processing Overview



### Charges Use in NIC Mississippi Common Checkout

The ChargeItem data will become the basis for a line item that is sent to the CCP in the Prepare Checkout call. The table below maps the line item fields referenced in the CCP interface to their related ChargeItem value. In the CCP Prepare Checkout service call, line items are sent in as an array of lineItems.

CCP Line Item element	Field Description	Field used from Charges Item
LineItem.SKU	Item identifier used in backend SAAS funds distribution.	ChargeItem.itemType
LineItem.Description	Description of the item being purchased.	ChargeItem.description
LineItem.Unit Price	Cost of 1 of this item.	ChargeItem.amount
LineItem.Quantity	Quantity of the item being purchased.	Computed by the application

**ATTACHMENT B: DFA ADMIN RULE**  
**FINAL RULE**  
**MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION**  
**ADMINISTRATIVE RULE**  
**PAYMENTS BY CREDIT CARD, CHARGE CARD, DEBIT CARDS OR OTHER FORMS OF**  
**ELECTRONIC PAYMENT OF AMOUNTS OWED TO STATE AGENCIES**

The Department of Finance and Administration (DFA) has established the following Administrative rule to be followed when agencies, in accordance with §27-104-33, Mississippi Code of 1972, Annotated, elect to accept payments by credit cards, charge cards, debit cards, electronic checks and other forms of electronic payment for various services and fees collectible for agency purposes.

The State Department of Finance and Administration shall establish policies that allow the payment of various fees and other accounts receivable to state agencies by credit cards, charge cards, debit cards and other forms of electronic payment in the discretion of the department. Any fees or charges associated with the use of such electronic payments shall be assessed to the user of the electronic payment as an additional charge for processing the electronic payment.

Agencies with the approval of the Department of Finance and Administration may bear the full cost of processing such electronic payment if the agency can demonstrate to the department's satisfaction that they are able to assume these costs and provide the related service for the same or lesser cost.

**I. Definitions**

Electronic Payments: Consumer and business initiated payments, whether made through the Internet or in person, for various services and fees using any of the following payment instruments: credit cards, bank cards, charge cards, debit cards, electronic checks, or direct debits via electronic funds transfer.

ACH: Automated Clearing House. Affiliated with the U. S. Treasury and the Federal Reserve System and used as the conduit for electronic payments and collections. The ACH is the settlement vehicle for electronic payments. The ACH is also used to transport direct debit and credit transactions to consumer bank accounts.

Application Service Provider (ASP): An application service provider (ASP) provides computer-based services to customers over a network. The most limited definition is that of providing access to a particular application program (such as license renewals, registrations, etc.) using a standard protocol such as [HTTP](#). ASP applications for purposes of this rule are those which accept electronic payments either through a browser-based application, or other revenue input sources.

DFA: Mississippi Department of Finance and Administration.



**E-Government Transaction Fee:** E-Government Transaction Fee is the mark-up above any regulatory fee plus the cost of sales as agreed to in an agency specific Statement of Work (SOW). A description of the E-Government Transaction fee shall be included in the SOW. E-Government Transaction fees are disbursed by the State to the vendor on a daily basis. Additional/Supplemental fees above the E-Government Transaction fees must be described and itemized in the agency specific SOW.

**EOC FEE:** Electronic Government Oversight Committee (EOC) Fee. This fee is used to offset the costs associated with providing electronic services and operating the electronic portal ([www.ms.gov](http://www.ms.gov)) at ITS. §25-53-151 (2) of the Mississippi Code defines the EOC. The original twenty-eight portal applications still collect this fee. On occasion, ITS has granted a written exemption of this fee for a specific Agency to absorb and directly remit the EOC fees associated with transactions for a specific application to DFA payable to the DFA – MS – Gov Portal Fees Fund. Henceforth, with new applications, the State collects 2% of the net operating profit each month through E-Government Transaction Fees. Those monies are deposited to the DFA – MS – Gov Portal Fees Fund on a monthly basis. The portal vendor is sent their portion of the fees on a daily basis.

**Consumer:** Consumer, for purposes of these rules, may be any individual person or business representative who initiates a transaction involving electronic payment.

**Processing Fee:** Processing fee is the payment-processing fee as approved by the Department of Finance and Administration (DFA). All transactions must include a processing fee unless DFA has granted express written approval for the Agency to absorb the payment processing costs associated with the transactions for a specific application and for the agency to remit those fees to DFA payable to the DFA – MS – Gov Portal Fees Fund .

**ITS:** Mississippi Department of Information Technology Services.

**Point of Sale:** Point of Sale (POS). Payments made “over the counter” for fees for services. For the purposes of electronic payments in Mississippi, agencies desiring to accept “over the counter” electronic payments must have a POS application. POS applications may be: A web-based system where all payment information is keyed into the application by the client or a “card swipe” application similar to those found in commercial enterprises. POS applications must be certified to meet PCI Compliance Standards.

**PPI:** Portal Payment Interface. The PPI defines and creates the accounting entries used to record all electronic payment transactions in the State’s accounting system.

**Record Keeping:** An agency must establish and maintain financial records and keep them available for the purposes of audit. The record keeping procedures must include the capture of the details of the electronic payments, associated fees, and supporting reconciliation documentation.

Payment Card Industry – Data Security Standards (PCI-DSS): PCI-DSS is the result of collaboration between the major credit card brands to develop a single approach to safeguarding sensitive data. PCI-DSS defines a series of requirements for handling, transmitting, and storing sensitive data. The PCI-DSS standards can be found at <https://www.pcisecuritystandards.org/>.

Revenue Input Source: Electronic transactions from Web-based, Point of Sale (POS), Interactive Voice Response (IVR), Over the Counter Sales, etc.

TPE – Transaction Processing Engine: TPE is a secure electronic payment solution built specifically for state and local government that provides complete transaction management services from payment to disbursement.

Payment Processor: The company that settles approved payment transactions with the acquiring banks that issued the customer's credit/debit card or maintains the customer's bank account. The State's payment processor is Mississippi Interactive LLC (MSI) and they are the merchant of record with the credit card companies for maintaining the State's PCI compliance.

## **II. Approvals for Internet-based Applications and Services for State Agencies**

E-government applications and services require review and approval by ITS and by DFA (in contrast to traditional software applications.) Because of the multiple costing models used by vendors for e-government applications, as well as the necessity for ensuring appropriate security for all public-facing applications, the normal ITS procurement delegations to agencies do not apply for these types of acquisitions. In addition, DFA must approve and schedule any implementations that involve payments. See 001-025 Approvals for Internet-based Applications and Services in the ITS Procurement Handbook.

<http://dsitspe01.its.ms.gov/its/procman.nsf/TOC4?OpenView>

## **III. Payment Applications - Fees Paid By Consumer**

Agency applications accepting payments shall use the third party electronic payment processor designated by DFA to accept electronic payments for various services and fees collectible for agency purposes unless express written approval is given by DFA for the use of an alternate payment processor.

1. Designated payment processor is to be used regardless of where the application is hosted (agency, ITS, third-party).
2. Rules for obtaining approval of an alternate payment processor are found in Section V.

The services provided by the processor and the fees for such services shall be set forth in the contract approved by the State. All such agreements are considered egovernment agreements and are under the purview of ITS (see 001-020



Acquisitions within ITS Purview, item 3, in the ITS Procurement Handbook). The applications on MS.Gov operate under Project Number 37577. Agencies and the vendor will complete a detailed Statement of Work (SOW) describing provided services and the costs of the services, equipment rental, etc.

In most cases funds will be deposited in the account designated by the State Treasurer and transferred to the designated agency funds in the state's accounting system once the bank deposit is balanced. On a case by case basis, deposits may be made to an account outside the state treasury but detailed accounting instruction will be developed and implemented to ensure proper accountability.

The Payment Processor will provide the software components to be used by agency applications in calculation of the processing fee associated with a particular fee or services payment.

The Processing Fee is charged to the consumer and collected into DFA – MS – Gov Portal Fees Fund controlled by DFA and will not flow through the agency accounting journals. Those fees are reimbursed to the payment processor on a daily basis and are recorded as an expense transaction.

The Processing Fee owed the electronic payment processor will be reimbursed to them on a daily basis. It will be recorded as an expenditure transaction against the Mississippi.Gov Portal Fees Fund.

Any returned items received by DFA from the designated third party processor will be forwarded to the appropriate agency for handling after being netted out of the settlement for the day.

Revenues for all fees and services shall be recorded at gross in the state's accounting system of record as revenue, as specified by the agency on the accounting system's electronic payment distribution tables.

Actual processing costs to include fees for authorization, settlement, Electronic Government Oversight fees and E-Government Transaction fees, will be recorded as expenditures as specified by the Agency on the accounting system's electronic payment distribution tables.

#### **IV. Payment Applications - Fees Paid By Agency**

Agencies desiring to pay all fees associated with electronic processing of payments must demonstrate to DFA their ability to do so and receive express written approval from DFA. The Electronic Government Oversight Committee must also approve this procedure and include it in the agencies cost model. Agencies must demonstrate they are able to assume the cost and provide the same service for the same or lesser cost of the pre-portal service. Requirements for requesting approval are outlined in section VI of these rules.

Agency applications accepting payments shall use the third party electronic payment processor designated by DFA to accept electronic payments for various services and fees collectible for agency purposes unless express written approval is given by DFA for the use of an alternate payment processor.

1. Designated payment processor is to be used regardless of whether the particular application is a POS application, an application hosted through the Mississippi.gov infrastructure, or an application hosted through other ASPs.
2. Rules for obtaining approval of an alternate payment processor are found in section V.

The services provided by the processor and the fees for such services shall be set forth in the contract approved by the State. All such agreements are considered egovernment agreements and are under the purview of ITS (see 001-020 Acquisitions within ITS Purview, item 3, in the ITS Procurement Handbook).  
<http://dsitspe01.its.ms.gov/its/procman.nsf/TOC4?OpenView>

In most cases funds will be deposited in the account designated by the State Treasurer and transferred to the designated agency funds in the state's accounting system once the bank deposit is balanced. On a case by case basis, deposits may be made to an account outside the state treasury but detailed accounting instruction will be developed and implemented to ensure proper accountability.

Revenues for all fees and services shall be recorded at gross in the state's financial system of record as revenue as specified by the agency on the financial system's electronic payment distribution tables.

Actual processing fees to include fees for authorization, settlement, and other fees, will be recorded as expenditures as specified by the agency on the Portal Payment Interface (PPI) distribution tables.

Any returned items received from the designated third party credit card/or other electronic processor to DFA will be forwarded to the appropriate agency for handling after being netted out of the settlement for the day.

## **V. Approval of an Alternate Payment Processor**

An agency wishing to use an alternate payment processor must submit a written request to the Department of Finance and Administration, Office of Fiscal Management, Attn: Portal Transactions, 501 North West Street, Suite 701 B, Jackson, MS 39201. Request for an alternate payment processor will be coordinated through the EOC to ensure procurement procedures are followed and that cost model data can be included for future state projects.

The written request must state:

1. The reason(s) the State-approved payment processor is not suitable for the agency application.
2. The impact if the request is not granted.

The application must be approved by DFA prior to entering into the procurement process for the alternate payment processing services.

The agency must state what payment processors are available that meet their needs. The agency will provide the appropriate Attestation of Compliance document from the vendor stating they comply with Payment Card Industry – Data Security Standards (PCI-DSS) and that the vendor will maintain those standards throughout the engagement with the agency.

The agency must describe the agency application including:

3. The agency program supported.
4. The items (services and fees) offered for sale.
5. The individual item costs.
6. The estimated usage of the processor (i.e., the number of transactions that will occur per fiscal year).
7. An estimate of the processing costs "per transaction" for the items to be sold through the alternate payment processor.
8. The costs associated with the use of an alternate payment processor including, but not limited to, purchased and leased equipment; training; contractual services; and charges for refunds, return items, and PCI-DSS compliance.

The agency must acknowledge that if DFA approves the agency's request to pursue alternate payment processing services:

9. Funds will be deposited in the account designated by the State Treasurer and transferred to the designated agency funds in the state's financial system of record, once the bank deposit is reconciled and balanced by the agency. DFA will not perform this reconciliation and will not approve the transfer of funds to the state's financial system of record until proof of reconciliation is provided.
10. Unless the agency has obtained a written waiver from the Department of Information Technology Services (ITS), they can be assessed EGovernment Transactions Fees (See section VII).

11. Any request for an exception to the above reconciliation requirement must be clearly documented in the request for the alternate payment processor.

The service must be legally procured following the rules for technology procurement. All such services are considered e-government services, and are within the purview of ITS even if those services are offered at no cost to the agency. (See 001-020 Acquisitions within ITS Purview, item 3, in the ITS Procurement Handbook):

<http://dsitspe01.its.ms.gov/its/procman.nsf/TOC4?OpenView>

12. DFA will be an active participant in the procurement, implementation, and acceptance of the alternate payment processor before the application supported is certified for production operations.

13. DFA, at its discretion, may require that DFA be a party to the contract.

The alternate payment processor and/or 3rd party vendor must work with DFA to interface daily settled transactions and any associated fees into the state's accounting system via the PPI.

Agencies are required to collect any State required fees, such as EOC fees or EGovernment Transaction Fees.

Approval under this section shall not relieve an agency of its responsibility concerning other sections of this rule.

## **VI. Request Approval for All Fees to Be Paid By Agency**

An agency wishing to obtain approval to bear the full cost of processing electronic payments should address the written request to the Department of Finance and Administration, Office of Fiscal Management, Attn: Portal Transactions, 501 North West Street, Suite 701 – B, Jackson, MS 39201. This request will be coordinated with the EOC to ensure the funding model approved by the EOC remains intact.

The request must state whether the application is web-based or of another type (example: Point-of-sale (POS), over the counter (OTC), subscription, Interactive Voice Recognition (IVR)).

The agency must describe the agency application including:

1. The agency program supported.
2. The items (services) offered for sale or collections.
3. The individual item costs.
4. An estimate of the processing cost "per transaction" for the items (services) to be sold.

The agency request must clearly:

5. Document whether the request is for an application where the consumer can purchase only a single item or service at a time (example: drivers' license renewals) or a shopping cart model where multiple items may be purchased (example: hunting and fishing licenses).
6. Demonstrate a dollar neutral cost or cost saving to the agency when absorbing the processing fees rather than having the consumer pay the fees projected over a fiscal year. All assumptions must be documented.
7. Demonstrate that the funds to defray the total cost of electronic processing will be available projected over a fiscal year. All assumptions must be documented.

The agency must acknowledge that it will be required to set aside cash/authority at a specified minimum limit in a specified fund to cover expenses (debits) associated with the agency's transactions for the following:

8. Authorization and settlements fees
9. Refunds
10. Chargebacks
11. Voids
12. Returned items charges

Approval under this section implies that the agency accepts and understands that the application will not be certified for production until such time as complete end-to-end testing is approved by DFA.

13. Testing will include financial settlement testing of all payment types.
14. Testing will include refunds and chargebacks.
15. Testing will include full reconciliation using the procedures developed by the Agency for that purpose.

## **VII. Request a Waiver for E-Government Transaction Fees**

An agency wishing to obtain approval for a waiver of E-Government Transaction Fees should address the written request to the Department of Information Technology Services, Attention: E-Government Oversight Committee, 3771 Eastwood Drive, Jackson, MS 39211.

If an agency is granted a waiver the agency should send a copy of the approval to The Department of Finance and Administration, Bureau of Financial Documents, P.O. Box 1060, Jackson, MS 39215-1060.

### **VIII. Third Party Processing and Fulfillment Costs**

§7-7-9, Mississippi Code (Laws of 1972) states the following:

*"The Mississippi General Accounting Office shall maintain a complete system of general accounting to comprehend the financial transactions of every state department, division, officer, board, commission, institution or other agency owned or controlled by the state, except those agencies specifically exempted in Section 7-7-1, whether at the seat of government or not and whether the funds upon which they operate are channeled through the State Treasury or not, either through regular procedures having to do with the issuance of the State Fiscal Officer receipt warrants and disbursement warrants or through controls maintained through reports filed periodically as required by the State Fiscal Officer in accordance with the reporting provisions contained in said Section 7-7-1.*

*All Transactions in public funds, as defined in Section 7-7-1, shall either be handled directly through the State Fiscal Officer and the State Treasury, or shall be reported to the State Fiscal Officer at the times and in the form prescribed by the State Fiscal Officer and the Legislative Budget Office, so that a complete and comprehensive system of accounts of the fiscal activities of all state governmental agencies shall be made available at all times in the General Accounting office.*

This policy is established by the Department of Finance and Administration, Office of fiscal Management (OFM) for direct or indirect payment to vendors to support internal business functions in the fulfillment of orders and completion of transactions initiated in person or through the Internet. These transactions may include, but are not limited to, the collection of taxes, issuance of licenses, production of reports, and other collections or payments for services that are conducted by agencies in their normal course of business.

Any cost incurred directly (by an agency) or indirectly (passed directly to the consumer) for a party to complete agency business transactions must be reflected as a cost of doing business for this agency. To do otherwise would not fully disclose costs of the State to conduct business or reflect revenue generated by a vendor who is providing services under contract for the State of Mississippi.

Likewise, any charge to the consumer for processing these transactions should be recognized by the agency as revenue.



Agencies will report revenues and expenses on a Journal Voucher (JV) according to the Mississippi Agency Accounting Policy and Procedure (MAAPP) Manual, Section 16. The JV will be created within 5 workdays of the end of the fiscal quarter.

#### **IX. Payment Card Industry – Data Security Standards (PCI-DSS)**

State agencies accepting credit and/or debit cards through an approved alternate payment processor will comply with Payment Card Industry – Data Security Standards (PCI- DSS) to safeguard cardholder and sensitive cardholder data, regardless of revenue input source (e.g. Internet application, point-of-sale, Interactive Voice Recognition System, etc. Agencies must provide to DFA yearly, proof of the alternate payment processor's compliance with PCI-DSS.

Agencies using the ms.gov payment portal will follow guidelines from the State's Merchant of Record, outlined in Section X. Agencies using an alternate payment processor that do not provide proof of compliance in PCI-DSS cannot accept credit cards/debit cards payment. If an agency is found accepting credit/debit cards as a form of payment that has not been granted a written waiver, DFA under the authority of §27-104-33, may issue the agency a cease and desist letter to close the system down. To request an appeal see Section XII.

#### **X. Development/Hosting Options and Ultimate Responsibility for PCI-DSS and Fines and Penalties**

- A. Through a contracted partnership with NIC and Mississippi Interactive (MSI), DFA now provides payment processing services through RFP 3564, Project Number 37577, Statement of Work 001, Payment Processor Solution. MSI/NIC is the official "Merchant of Record" for payments processed online through the Common Checkout Page (CCP) and Transaction Processing Engine (TPE), reducing the PCI-DSS compliance responsibility for the State of Mississippi by locating the software and hardware for payment processing at NIC's PCI Compliant data center. Agency's will be responsible for training their employees on proper handling of credit card data should they receive it in any other manner outside of the NIC provided solution. This includes completing SAQ A attesting that they have outsourced all electronic processing and properly trained employees. \*Please note: CCP and TPE are components of NIC's PCI Compliant Payment Services that separate the state's online application from communicating directly with the payment processor.
- B. Responsibility for PCI-DSS continues for agencies that connect their applications to payment processors outside of TPE or CCP within in the state. Also, in the event that an application requires the manual handling or entry of credit card information by agency personnel, the agency is

responsible for PCI compliance at the SAQ A level for all individuals within the agency processing those payments. For more information on PCI-DSS SAQ A, please visit: <https://www.pcisecuritystandards.org/>.

## **XI. Security Breaches and Notifications**

In the event of a security breach, credit card or debit card data could be compromised. Agencies will immediately terminate the application/services to preserve evidence and notify:

1. DFA's Chief Systems Information Officer at 601-359-6570.
2. Mississippi Department of Information Technology Services, Security Division at 601-432-8180 and the E-Government at 601-432-1846.
3. Mississippi State Attorney General's Office, Consumer Protection Division at (601) 359-3680 or 1 (800) 281-4418 and the Cyber Crimes Division at (601) 359-3817.

The agency shall notify their customers of the breach once law enforcement informs the agency that customer notification will not impede an investigation.

4. Agencies may notify customers using written notices or electronic notices. As a last resort, telephone notices can be given. Documentation that notices were provided, to whom they were provided, and when such notices were provided must be maintained by the agency.
5. The notice shall be clear and conspicuous and include:
  - a. A description of the incident in general terms.
  - b. The type of personal information subjected to unauthorized access or acquisition.
  - c. The general acts the agency has taken to protect the information from further unauthorized access.
  - d. A telephone number that the customer can call for further information.
  - e. Advice that directs the customer to remain vigilant by reviewing account statements and monitoring free credit reports or close an account.



## **XII. Appeal Process**

An agency wishing to appeal a cease and desist letter must submit a written request to the Department of Finance and Administration, Director, Office of Fiscal Management, 501 North West Street, Suite 701 -B, Jackson, Ms 39201.

The agency must provide the following information in the written request:

1. The agency program supported.
2. The items (services) offered for sale or collections.
3. The individual item costs.
4. An estimate of the processing cost "per transaction" for the items (services) to be sold.
5. The number of items sold per year and the total cost of those items.
6. A detailed description of how the system works.
7. A detailed list of software operating on the system.
8. A detailed list of equipment, including the name, model number, and purposed of the equipment.
9. A detailed description of accounting entries made to account for revenue and processing and other fees.

The agency must state whether the agency or the consumer pays the EGovernment Transaction fee. The agency request must clearly:

10. Document whether the consumer can purchase only a single item or service at a time (example: drivers' license renewals) or a shopping cart model where multiple items may be purchased (example: hunting and fishing licenses).
11. Demonstrate a dollar neutral cost or cost saving to the agency when absorbing the processing fees rather than having the consumer pay the fees projected over a fiscal year if the agency is to pay the processing fees. All assumptions must be documented. Cost data will be coordinated with the Electronic Oversight Committee.
12. Demonstrate that the funds to defray the total cost of electronic processing will be available projected over a fiscal year if the agency is to pay the processing fees. All assumptions must be documented.

If the agency is paying processing fees, the agency must acknowledge that they will be required to set aside cash/authority at a specified minimum limit in a specified fund to cover expenses (debits) associated with the agency's transactions for the following:

13. Authorization and settlements fees

14. Refunds

15. Chargebacks

16. Voids

17. Returned items charges

The agency will also submit their PCI Self-Assessment Questionnaire, Remediation Plan, and cost estimates to correct deficiencies identified in the Remediation Plan. Once the agency information is reviewed, the agency will be given a written response to the appeal request.