



IFB No: 4674

INVITATION: Sealed bids, subject to the conditions herein stated and attached hereto, will be received at this office until **3:00 p.m. Central Time on Friday, April 4, 2025**, and then publicly opened for furnishing the products and/or services as described below for Mississippi Department of Information Technology and Services (ITS).

IBM Z Software

Bidder Information

Attachment A: Bid Form
Attachment B: Cost Submission
Attachment C: IFB Questionnaire
Attachment D: References

Bidder must submit bid and attachments to:

Naz Khan
Technology Consultant
Information Technology Services
3771 Eastwood Drive
Jackson, MS 39211
(601) 432-8014
naz.khan@its.ms.gov

To prevent opening by unauthorized individuals, your bid should be placed in a sealed envelope/package and plainly identified as follows:

SUBMITTED IN RESPONSE TO IFB NUMBER 4674
Friday, April 4, 2025 @ 3:00 p.m. Central Time
ATTENTION: Naz Khan



Craig P. Orgeron, CPM, Ph.D.
Executive Director

**INVITATION FOR BID NO. 4674
BIDDER RESPONSE INFORMATION
PROJECT NUMBER 48759**

This document contains general information for bidders responding to an Invitation for Bid issued by ITS.

1. Bidders are expected to examine all documents, forms, specifications, standard provisions, and all instructions. Failure to do so may result in the disqualification of the bidder's IFB response. The State is under the impression that responding Bidders have read and agree to all items in this IFB.
2. Any bid not received in writing at this office by the date and time specified will be declared a late bid. The State will not be responsible for any delays in delivery. It is solely the responsibility of the bidder that bids reach the opening on time. Any bid received after the date and time specified will be returned unopened.
3. Bids or alterations by fax, e-mail, or phone will not be accepted.
4. All bid openings are open to the public. The ITS staff will read the name of bidder responding, along with the total bid price. Bidders wishing to attend the bid opening at 3:00p.m. on the day bids are due may do so via telephone. Bidders may dial 888-822-7517 and use Access Code 7593949.
5. ITS reserves the right to reject any bids, including those with exceptions, prior to and at any time during negotiations.
6. ITS reserves the right to waive any defect or irregularity in any bid procedure.
7. The Bidder may intersperse their response following each IFB specification but must not otherwise alter or rekey any of the original text of this IFB. If the State determines that the Bidder has altered any language in the original IFB, the State may, in its sole discretion, disqualify the Bidder from further consideration. The IFB issued by ITS is the official version and will supersede any conflicting IFB language submitted by the Bidder.
8. The Bidder must conform to the following standards in the preparation of the Bidder's bid:
 - 8.1 The Bidder is required to submit one response of the complete bid, including all Attachments, on a USB flash drive. Bidder's documents must be in Microsoft Office 2010 or higher format and/or PDF format, as appropriate. If PDF format is submitted, the file must be searchable.
 - 8.2 The Bidder should note that original signatures in blue ink are required on Attachment B. Attachment B should be printed and included in the package/envelope with the Bidder's USB response. Bidders that do not have a printed copy of Attachment B included within their bid envelope may be subject to elimination.
 - 8.3 To prevent opening by unauthorized individuals, the bid must be sealed in a package/envelope. A label containing the information on the IFB cover page must be clearly typed and affixed to the package in a clearly visible location.

- 8.4 All items in this IFB must be met by the Bidder.
 - 8.5 Where an outline point asks a question or requests information, the Bidder must respond with the specific answer or information requested.
 - 8.6 When an outline point/attachment is a statement provided for the Bidder's information only, the Bidder need only read that point. The Bidder acknowledges having read and accepting all sections and Attachments by signing Attachment B.
 - 8.7 The Bidder must respond to each requirement by fully describing the manner and degree by which the bid meets or exceeds said requirements. Meeting a requirement means the Bidder has provided a detailed response that demonstrates that the Bidder meets the qualifications and experience required and/or the requested functionality exists in the base solution at time of bid submission. If a Bidder is unable to meet or exceed any requirement, then the Bidder will be disqualified.
9. ITS reserves the right to request additional information or clarification of a Bidder's bid. The Bidder'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 Bidder'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 Bidder's bid.
 10. Unsolicited clarifications and updates submitted after the deadline for bids will be accepted or rejected at the sole discretion of ITS.
 11. Unsolicited clarifications in the evaluation and selection of best bid will be considered only if all the following conditions are met:
 - 11.1 A clarification to a bid 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.
 - 11.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Bidder normally uses to convey customer information.
 - 11.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
 - 11.4 The Bidder must follow procedures outlined herein for submitting updates and clarifications.
 - 11.5 The Bidder must submit a statement outlining the circumstances for the clarification.
 - 11.6 The Bidder must submit unsolicited clarifications via USB in the same manner as detailed in Item 8 above.

- 11.7 The Bidder must be specific about which part of the original bid is being changed by the clarification (i.e., must include exact IFB reference to section and outline point).
12. From the issue date of this IFB until a Bidder is selected and the selection is announced, responding Bidders or their representatives may not communicate, either orally or in writing regarding this IFB 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 Bidder, all questions regarding this IFB 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 Bidder questions provided in this IFB. All such questions will be answered officially by the State in writing. All such questions and answers will become addenda to this IFB, and they will be posted to the ITS web site. Bidders failing to comply with this requirement will be subject to disqualification.
- 12.1 The State's contact person for the selection process is: Naz Khan, Technology Consultant, 3771 Eastwood Drive, Jackson, MS 39211, 601-432-8014, naz.khan@its.ms.gov.
- 12.2 Bidder may consult with State representatives as designated by the State's contact person identified in 12.1 above in response to State-initiated inquiries. Bidder may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.
13. Any interpretation of an ITS IFB will be made by written amendment only. The State will not be responsible for any other explanation of this IFB. A copy of any amendment will be posted on the ITS website, together with the associated IFB specification. Bidders are required to check the ITS website periodically for IFB amendments before the bid opening date at:
- <https://www.its.ms.gov/procurement/rfps-and-sole-sources>
- Any and all amendments will be posted no later than noon, seven days prior to the bid opening date listed on the cover page of this IFB. If you are unable to access the ITS website, you may contact the ITS Technology Consultant listed on page one of this IFB and request a copy.
14. No negotiations, decisions, or actions shall be executed by any Bidder as a result of any discussions with any State employee. Only transactions which are in writing from ITS may be considered official.
15. Bidders must ensure proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this IFB. The State will not be responsible for the failure of any delivery medium for submission of information to or from the Bidder, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.
16. Expenses for the development and delivery of bids are entirely the responsibility of the bidder and shall not be chargeable to the State.
17. All bid material submitted in writing shall become the property of the State.

18. ITS reserves the right to make multiple awards.
19. 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.
20. The State reserves the right to evaluate the awarded bid from this IFB, 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 Bidder is willing to extend a cost less than or equal to that specified in the awarded bid and resulting contract. A decision concerning the utilization of a Bidder's bid for future projects is solely at the discretion of the State and requires the agreement of the proposing Bidder. The State's decision to reuse an awarded bid 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 Bidder, market, and technical environments since the initial award.
21. The State reserves the right to offer the awarded bid from this IFB, 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 Bidder is willing to extend a cost less than or equal to that specified in the awarded bid and resulting contract. A decision concerning the utilization of a Bidder's bid 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 Bidder. The State's decision to consent to the reuse of an awarded bid 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 Bidder, market, and technical environments since the initial award.
22. 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.
23. All submitted bids must show the net bid price after any and all allowable discounts have been deducted. Any discounts must be clearly stated and shall not have any contingencies.
24. State sales tax and federal excise taxes shall not be included as the ITS is tax exempt for materials sold directly to them.
25. When errors are found in the extension of bid prices, the unit price will govern. Bids having erasures or corrections must be initialed in ink by the bidder.
26. The State reserves the right to solicit Best and Final Offers (BAFOs) from Bidders, principally in situations in which bid costs eclipse available funding or the State believes none of the competing bids presents a Best Value. Because of the time and expense incurred by both the Bidder community and the State, BAFOs are not routinely conducted. Bidders should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Bidders 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 Bidders 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 Bidders. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the State and receipt from the Bidders under a precise schedule.

27. The successful Bidder should not commence any billable work until a valid contract has been executed. Any work done by the successful Bidder prior to the execution of the contract is done at the Bidder's sole risk. The State is under no obligation to pay for work done prior to the execution of a contract.
28. Bidders may request additional information or clarifications to this IFB using the following procedure:
 - 28.1 Bidders must clearly identify the specified paragraph(s) in the IFB that is in question.
 - 28.2 Bidder must deliver a written document to Naz Khan at ITS by Friday, March 21, 2025 at 3:00 p.m. Central Time. This document may be delivered by hand, mail, e-mail, or fax. Address information is given on page one of this IFB. 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 Bidder that the clarification document reaches ITS on time. Bidders may contact Naz Khan to verify the receipt of their document. Documents received after the deadline will be rejected.
 - 28.3 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 Friday, March 28, 2025.
29. Upon award, the terms, provisions, and specifications of IFB 4674 will become the contract document. The Bidder's signature on the Bidder Certification (page 17) constitutes agreement to the terms, provisions, and specifications contained herein. Bidders who require a contract must submit a sample Bidder contract for consideration with their bid response; otherwise this IFB and the Bidder's response will act as the contract. The exclusion of a contract does not preclude ITS from, at its sole discretion, negotiating additional terms and conditions with the selected Bidder(s) specific to the projects covered by this IFB.

**INVITATION FOR BID NO. 4674
LEGAL AND CONTRACTUAL INFORMATION
PROJECT NUMBER 48759**

1. **Failure to Respond as Prescribed**
Failure to respond as described to any item in the sections and attachments of this IFB shall contractually obligate the Bidder to comply with that item.

2. **Legal Provisions**
 - 2.1 The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.
 - 2.2 Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Bidder shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.
 - 2.3 The Bidder shall have no limitation on liability for claims related to the following items:
 - 2.3.1 Infringement issues;
 - 2.3.2 Bodily injury;
 - 2.3.3 Death;
 - 2.3.4 Physical damage to tangible personal and/or real property; and/or
 - 2.3.5 The intentional and willful misconduct or negligent acts of the Bidder and/or Bidder's employees or subcontractors.
 - 2.4 All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.
 - 2.5 Any contract negotiated under this IFB 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.
 - 2.6 Any contract negotiated under this IFB is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Bidder cannot exceed sixty (60) days.
 - 2.7 The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Bidder, Bidder agents, subcontractors, or assignees.
 - 2.8 The State will deliver payments to the Bidder within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Bidder'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.

- 2.9 The State shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Bidder.

3. Approved Contract

- 3.1 Award of Contract - A contract is considered to be awarded to a proposer once the proposer's offering has been approved through:

3.1.1 Written notification made to proposers on ITS letterhead, or

3.1.2 Notification posted to the ITS website for the project, or

3.1.3 CP-1 authorization executed for the project, or

3.1.4 The ITS Board's approval of same during an open session of the Board.

- 3.2 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.

- 3.3 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.

4. Contract Validity

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

5. Order of Contract Execution

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

6. Availability of Funds

All contracts are subject to availability of funds of the acquiring State entity and are contingent upon receipt by the winning Bidder of a purchase order from the acquiring State entity.

7. CP-1 Requirement

All purchase orders issued for goods and services acquired from the awarded Bidder under this IFB 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.

8. Requirement for Electronic Payment and Invoicing

- 8.1 Payments to the awarded Bidder for all goods and services acquired under this IFB 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 Bidder's choice. The awarded Bidder 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 Bidder to enroll or receive payments via PayMode. For additional information on PayMode, including registration instructions, Bidders should visit the following website: <http://portal.paymode.com/ms>. Bidders may also request assistance from the Mississippi Management and Reporting System (MMRS) Call Center regarding PayMode registration by contacting mash@dfa.ms.gov.
- 8.2 For state agencies that make payments through MAGIC, the awarded Bidder is required to submit electronically all invoices for goods and services acquired under this IFB, along with appropriate supporting documentation, as directed by the State.
- 8.3 Items 8.1 and 8.2 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.

9. Prime Contractor

The selected Bidder will be designated the prime contractor in the bid, and as such, shall be solely responsible for all products/services offered in the bid and for the fulfillment of the contract with the State.

10. Sole Point of Contact

ITS will consider the selected Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

- 10.1 The Bidder must acknowledge and agree that in matters of bids, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Bidder represents all contractors, third parties and/or subcontractors the Bidder has assembled for this project. The Bidder's commitments are binding on all such parties and consequently the State is only required to negotiate with the Bidder.
- 10.2 Furthermore, the Bidder 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.
- 10.3 Should a proposing Bidder wish to assign payment of any or all charges resulting from this contract to a third party, Bidder must disclose that fact in his/her bid, along with the third party's name, address, nature of business, and relationship to the proposing Bidder, 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 Bidder, and the third party. Such assignments will

be accepted or rejected at the sole discretion of the State. Bidder must clearly and definitively state in his/her bid whether the bid is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the bid, contract, and assignment document must include language specifically guaranteeing that the proposing Bidder 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 Bidder's bid and subsequently accepted by the State.

11. Outstanding Bidder Obligations

- 11.1 Any Bidder 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 bid, a certified check in the amount due and owing in order for the bid in response to this IFB to be considered. For a Bidder currently in bankruptcy as of the IFB 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 Bidder. If the Bidder has emerged from bankruptcy by the IFB submission date, the Bidder must pay in full any amount due and owing to the State, as directed in the court-approved reorganization plan, prior to any bid being considered.
- 11.2 Any Bidder 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 bid to be considered.
- 11.3 The State, at its sole discretion, may reject the IFB response from a Bidder with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of bid submission.

12. Equipment Condition

For all IFBs requiring equipment, the Bidder must furnish only new equipment in response to ITS specifications, unless an explicit requirement for used equipment is otherwise specified.

13. Shipping Charges

For all IFBs 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 IFB bid. Destination is the point of use. No itemized shipping charges will be accepted.

14. Ownership of Developed Software

- 14.1 When specifications require the Bidder to develop software for the State, the Bidder 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.

- 14.2 The State may be willing to grant the Bidder 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.
15. **Ownership of Custom-Tailored Software**
In installations where the Bidder's intellectual property is modified and custom-tailored to meet the needs of the State, the Bidder 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.
16. **Terms of Software License**
The Bidder acknowledges and agrees that the term of all software licenses provided to the State shall be perpetual unless stated otherwise in the Bidder's bid.
17. **The State is Licensee of Record**
The Bidder 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 Bidder must ensure that the State is properly licensed for all software that is proposed for use in a project.
18. **Compliance with Enterprise Security Policy**
Any solution or service proposed in response to this IFB 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 award resulting from this IFB and require the Bidder 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. The Enterprise Security Policy is available on the ITS website.
19. **Compliance with Cloud and Offsite Hosting Enterprise Security Policy**
Any cloud or vendor-hosted solution proposed in response to this IFB 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 award resulting from this IFB and require the Bidder 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. The Enterprise Cloud and Offsite Hosting Security Policy is available on the ITS website.
20. **Negotiating with Next-Ranked Bidder**
Should the State cease doing business with any Bidder selected via this IFB process, for any reason, the State reserves the right to initiate negotiations with the next ranked Bidder.
21. **Disclosure of Bid Information**
Bidders should be aware that any information in a bid 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 bid 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=173> 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 Bidder of a request to view or reproduce the Bidder's bid 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 Bidder's bid, 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 IFB.

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.

Bidders should further be aware that requests for disclosure of bid information are sometimes received by ITS significantly after the bid opening date. ITS will notify the signatory "Officer in Bind of Company" provided in Attachment A of this IFB 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, Bidder should provide the alternative contact information in response to this IFB item.

22. Responsibility for Behavior of Bidder Employees/Subcontractors

The Bidder will be responsible for the behavior of all its employees and subcontractors while on the premises of any State agency or institution. Any Bidder 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.

23. Protests

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

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#page=180> or from ITS upon request.

24. Protest Bond

Potential Bidders may protest any of the specifications of this IFB 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 IFB, as

defined in the ITS Protest Procedure and Policy. The outside of the envelope must be marked "Protest" and must specify IFB Number 4674.

As a condition precedent to filing any protest related to this procurement, the Bidder 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 Bidder until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Bidder'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 Bidder 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 Bidder. 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 Bidder 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.

25. **Mississippi Employment Protection Act**

Effective July 1, 2008, Bidder 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. Bidder 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.

Bidder 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.

Bidder acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Bidder 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 Bidder by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Bidder would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

ATTACHMENT A BID FORM

Procurement Schedule

First Advertisement Date for IFB	03/11/2025
Second Advertisement Date for IFB	03/18/2025
Deadline for Bidder's Written Questions	3:00 p.m. Central Time on 03/21/2025
Deadline for Questions Answered and Posted to ITS Web Site	03/28/2025
Open Bids	3:00 p.m. Central Time on 04/04/2025
Begin Evaluation of Bids	04/04/2025
Licensing Start Date	07/01/2025

Background and Overview

IBM Z Software is the mainframe software used by the Mississippi Department of Information Technology Services in support of legacy systems and software. ITS's current licensing is set to expire June 30, 2025. ITS is requesting continued licensing of its current IBM products.

Specifications

Bidders must respond to each requirement by fully describing the manner and degree by which the bid meets or exceeds the following specifications. If a Bidder is unable to meet or exceed these specifications, then the Bidder will be disqualified.

1. Bidders must complete all line items listed in Attachment B. If any line items do not require a cost, bidders must mark that line as "N/A".
2. If applicable, Bidders must provide all documentation requiring ITS review and/or signature.
3. Bidder must state if they are willing to honor the unit price proposed beyond the initial 1-year term or if they would be willing to provide a percentage increase for subsequent renewals. If so, Bidder must indicate a not-to-exceed percentage increase.

ATTACHMENT B COST SUBMISSION

It is the responsibility of the Bidder to clearly identify all costs associated with any item or series of items in this IFB. The Bidder must include and complete all parts of the cost proposal in a clear and accurate manner. **Omissions, errors, misrepresentations, or inadequate details in the Bidder's cost proposal may be grounds for rejection of the bid. Costs that are not clearly identified will be borne by the Bidder.** The Bidders must complete the table below, which outlines the minimum requirements for providing cost information. The Bidder should supply supporting details as described.

THIS FORM IS TO BE PRINTED AND INCLUDED WITHIN THE BID ENVELOPE. BIDDERS THAT DO NOT COMPLY COULD FACE AUTOMATIC ELIMINATION.

Machine No:	3907-B02
Description:	IBM z14 Model ZR1
MSU/QTY:	23
S/N:	0246C18
Start Date:	7/1/2025
End Date:	6/30/2026

PID	Program Name	Type	MSU	LIC	Monthly Unit Cost	1 Year Extended Cost
5650ZOS	z/OS V2 Base	AEWL	23	B		
5650ZOS	z/OS V2 DFSMS dsshsm	AEWL	23	B		
5650ZOS	z/OS V2 DFSMS rmm	AEWL	23	B		
5650ZOS	z/OS V2 DFSORT	AEWL	23	B		
5650ZOS	z/OS V2 RMF	AEWL	23	B		
5650ZOS	z/OS V2 SDSF	AEWL	23	B		
5650ZOS	z/OS V2 Security Server	AEWL	23	B		
5650ZOS	z/OS V2 XL C/C++	AEWL	23	B		
5655M15	CICS TS for z/OS V3	MVM		B		
5655S71	COBOL V4	AEWL	23	B		
5655Y04	CICS TS for z/OS V5	AEWL	23	B		
5694A01	z/OS V1 Base	SVC		B		
5694A01	z/OS V1 C/C++ without Debug	SVC		B		
5694A01	z/OS V1 DFSMS dsshsm	SVC		B		
5694A01	z/OS V1 DFSMS rmm	SVC		B		
5694A01	z/OS V1 DFSORT	SVC		B		
5694A01	z/OS V1 RMF	SVC		B		
5694A01	z/OS V1 SDSF	SVC		B		
5694A01	z/OS V1 Security Server	SVC		B		
5740CB1	COBOL Compiler/Library V1	TWLC		B		
TOTAL:						

By signing below, the Bidder is contractually obligated to comply with all items in this IFB. This acknowledgement also contractually obligates any and all subcontractors that may be proposed.

If the person responsible for the completion of this bid and/or the State's contact for clarifications to the bid response differs from the Officer in Bind of Company, Bidder must submit additional contact information with their bid response.

Original Signature of Officer in Bind of Company

Date

Name (Print)

Title

Company Name

Physical Address

City, State, Zip

Phone Number

Email Address

ATTACHMENT C IFB 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/>

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.

All Vendors must furnish ITS with their 10-digit MAGIC Vendor code (begins with the number 3).

MAGIC Vendor Code: _____

- 1.2 **Vendor Self-Certification Form:** The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Bidder 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 Bidder will be chosen for the project. Any Bidder 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 bid. A copy of the Minority Vendor Self-Certification Form can be obtained at:

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

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

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

2. **Certification of Authority to Sell**

- 2.1 Bidders must provide proof, in its response to this procurement, from the Office of the Secretary of State of the State of Mississippi demonstrating that the Bidder is in good standing to do business in Mississippi. Failure to comply with this requirement may subject the Bidder's response being deemed non-responsive and subject to disqualification.

- 2.2 The Bidder must certify Bidder is 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 Bidder make these certifications? (A yes or no answer is required.)
3. **Compliance with National Defense Authorization Act**
The Bidder must provide equipment that is in compliance with the National Defense Authorization Act, Section 889. (Bidder must state if they can meet this requirement.)
4. **Compliance with National Security on State Devices and Networks Act**
Bidders shall not provide or propose to provide any prohibited technology as defined under the National Security on State Devices and Networks Act, Mississippi Code Ann. Section 25-53-193. Failure to meet this requirement may disqualify bidder from consideration. (Bidder must state if they can meet this requirement.)
5. **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 Bidder must answer and/or provide the following:
- 5.1 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.)
- 5.2 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 bid. The Bidder may be precluded from selling to those institutions where a conflict of interest may exist.
6. **Pending Legal Actions**
- 6.1 Are there any lawsuits or other legal proceedings against the Bidder that pertain to any of the software, hardware, or other materials and/or services which are a part of the Bidder's bid? (A yes or no answer is required.)
- 6.2 Are there any criminal or civil proceedings (federal or state) pending against the Bidder 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.)
- 6.3 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.
- 6.4 The State, at its sole discretion, may reject the bid of a Bidder 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 Bidder's bid.
7. **Non-Disclosure of Social Security Numbers**
Does the Bidder agree that any information system proposed, developed, or modified under this IFB 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. (A yes or no answer is required.)

8. **Taxpayer Identification Number**

Bidder must specify their taxpayer identification number.

9. **Certification of Liability Insurance**

Bidder must provide a copy of their Certificate of Liability Insurance with their IFB response.

10. **Order and Remit Address**

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

Order Address:

Remit Address (if different):

11. **Web Amendments**

ITS will use the ITS website to post amendments regarding IFBs before the bid opening at: <https://www.its.ms.gov/procurement/rfps-and-sole-sources>

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

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

Does the Bidder certify that they have reviewed a copy of the ITS amendments for IFBs as above stated? (A yes or no answer is required.)

12. **E-Verify Registration Documentation**

Bidder 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. Bidder must provide documentation of their E-Verify compliance with their IFB response.

ATTACHMENT D REFERENCES

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

1. References

- 1.1 The Bidder must provide three (3) verifiable references consisting of Bidder accounts that the State may contact. Required information includes customer contact name, address, telephone number, e-mail address, and engagement starting and ending dates. Forms for providing reference information are included in this IFB Attachment. The Bidder 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 Bidder intercession.
- 1.2 Any of the following may subject the Bidder's bid 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 Bidder 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 product/service must be for a project similar in scope and size to the project for which this IFB is issued;
 - 1.3.2 The reference product/service must have been operational for at least six (6) months.
- 1.4 The State reserves the right to request information about the Bidder from any previous customer of the Bidder 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 Bidder's list of references, and to utilize such information in the evaluation of the Bidder's proposal.
- 1.5 Unless otherwise indicated, 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 IFB;
- 1.5.2 To confirm the capabilities and quality of a Bidder, product, or individual for the bid, 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 Bidder are known to the State.

2. **Subcontractors**

The Bidder's bid 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 Attachment.

Unless otherwise noted, the requirements found in the References Attachment may be met through a combination of Bidder and subcontractor references and experience. Bidder's bid should clearly indicate any mandatory experience requirements met by subcontractors. NOTE: The State reserves the right to eliminate from further consideration bids in which the prime Bidder 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 bids in which the prime Bidder is only a brokering agent).

BIDDER REFERENCE FORM

COMPLETE THREE (3) REFERENCE FORMS

Contact Name: _____
Company Name: _____
Address: _____
Phone Number: _____
Email: _____

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

SUBCONTRACTOR REFERENCE FORM

COMPLETE THREE (3) SEPARATE FORMS FOR EACH PROPOSED SUBCONTRACTOR

Contact Name: _____
Company Name: _____
Address: _____
Phone Number: _____
Email: _____

Scope of services/products to be provided by subcontractor: