



RFP No: 5000

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until **October 5, 2017 @ 3:00 p.m. Central Time** for the acquisition of the products/services described below for the Mississippi Department of Information Technology Services.

Statewide Telecommunications Services

MANDATORY VENDOR CONFERENCE: August 22, 2017 at 3:00 p.m.

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:

Michelle Smith
Technology Consultant
Information Technology Services
3771 Eastwood Drive
Jackson, MS 39211
(601) 432-8057
Michelle.Smith@its.ms.gov

To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the 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. 5000
Due October 5, 2017 @ 3:00 p.m.,
ATTENTION: Michelle Smith

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

ITS RFP Response Checklist

RFP Response Checklist: These items should be included in your response to RFP No. 5000.

- _____ 1) One clearly marked original response, **ten (10)** identical copies of the categories in which Vendors are responding, and **one (1)** electronic copy of the proposal response and cost submissions. Electronic copy of the technical responses and cost submissions must be submitted in Excel format. Label the front and spine of the three-ring loose-leaf binder with the Vendor name and RFP number. Include the items listed below inside the binder. Please DO NOT include a copy of the RFP in the binder.
- _____ 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)
- _____ 9) *Technical Requirements Matrices* (Attachment A)

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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 are required on one copy of the Submission Cover Sheet and Configuration Summary, and the Vendor's original submission must be clearly identified as the original. The Vendor's original proposal must include the Proposal Bond, (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 clearly marked original response and **ten (10)** identical copies of the categories in which Vendors are responding, and **one (1)** electronic copy of the complete proposal response and cost submissions in three-ring binders. Technical responses and cost submissions must be submitted in Excel format.

- 9.2 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. 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, categories, and exhibits in the same order as this RFP.
- 9.5 Label and tab the responses to each section, category, 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 one clearly marked original and ten (10) copies of the clarification.
 - 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: Michelle Smith, Technology Consultant, 3771 Eastwood Drive, Jackson, MS 39211, 601-432-8057, Michelle.Smith@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", "Contractor", "Service Provider", and "Provider" 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

Any and all amendments will be posted no later than noon, seven 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 page one of this RFP and request a copy.

5. **Oral Communications Not Binding**

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

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

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

7. **Evaluation Criteria**

The State's intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor(s) 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. **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.

12. **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.

13. **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:

- 13.1 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.

- 13.2 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.
- 13.3 That the individual is proficient in spoken and written English;
- 13.4 That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all INS 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.
- 13.5 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 INS eligibility throughout the duration of the contract.

14. **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.

15. **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.

16. **Restriction on Advertising**

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

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

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

18. **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.

19. **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, categories, 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. Mandatory 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://portal.paymode.com/ms/>. Vendors may also request assistance from the Mississippi Management and Reporting System (MMRS) Call Center regarding PayMode registration by contacting 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 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 covers the following topics: web servers, email, virus prevention, firewalls, data encryption, remote access, passwords, servers, physical access, traffic restrictions, wireless, laptop and mobile devices, disposal of hardware/media, and application assessment/certification. 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 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. Vendors wanting to view the Enterprise Security Policy should contact the Technology Consultant listed on the cover page of this RFP.
33. **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.

34. 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.

35. 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.

36. Proposal Bond

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

37. Performance Bond/Irrevocable Bank Letter of Credit

The Vendor must include the price of a performance bond or irrevocable bank letter of credit with its RFP proposal. The cost of the bond or letter of credit must be shown as a separate line item in the *Cost Information Submission*. The performance bond or letter of credit must be procured at the Vendor's expense prior to the execution of the contract and may be invoiced to **Mississippi Department of Information Technology Services** after contract initiation only if itemized in the *Cost Information Submission* and in the executed contract. **The final decision as to the requirement for a Performance Bond or Irrevocable Bank Letter of Credit will be made upon contract award and is at the State's sole discretion.**

If a Performance Bond/Irrevocable Bank Letter of Credit is required, the Vendor must procure and submit to **ITS** with the executed contract, (a) a performance bond from a reliable surety company authorized to do business in the State of Mississippi or (b) an irrevocable bank letter of credit that is acceptable to the State. The Performance Bond or the Irrevocable Letter of Credit shall be for the total amount of the contract or an amount mutually agreed upon by the State and the successful Vendor and shall be payable to **Mississippi Department of Information Technology Services**. No contract resulting from this RFP will be valid until the required Performance Bond or Irrevocable Bank Letter of Credit has been received and found to be in proper form and amount. The Vendor agrees that the State has the right to request payment for a partial amount or the full amount of the Irrevocable Letter of Credit/Performance bond should the products/services being procured hereunder not be provided in a manner consistent with this RFP and the Vendor's proposal by the delivery dates agreed upon by the parties. The State may demand payment by contacting the bank issuing the letter of credit or the bonding company issuing the performance bond and making a written request for full or partial payment. The issuing bank/bonding company is required to honor any demand for payment from the State within fifteen (15) days of notification. The letter of credit/performance bond shall cover the entire contract period, with the exception of post-warranty maintenance and support, and shall not be released until final acceptance of all products and deliverables required herein or until the warranty period, if any, has expired, whichever occurs last. If applicable, and at the State's sole discretion, the State may, at any time during the warranty period, review Vendor's performance and performance of the products/services delivered and determine that the letter of credit/performance bond may be reduced or released prior to expiration of the full warranty period.

38. **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.

39. **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.

40. **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 5000.

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 **\$16,000,000.00**. 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.

41. **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, 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 (sign here only if accepted)
(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)	
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:

https://sus.magic.ms.gov/sap/bc/webdynpro/saprm/wda_e_suco_sreg?sap-client=100

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 below.

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

All Vendors must furnish **ITS** with their MAGIC Vendor code.

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 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:

http://www.mississippi.org/assets/docs/minority/minority_Vendor_selfcertform.pdf

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 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. Certification of No Conflict of Interest

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

- 3.1 Does there exist any possible conflict of interest in the sale of items to any institution within **ITS** jurisdiction or to any governing authority? (A yes or no answer is required.)
- 3.2 If the possibility of a conflict does exist, provide a list of those institutions and the nature of the conflict on a separate page and include it in your proposal. The Vendor may be precluded from selling to those institutions where a conflict of interest may exist.

4. Pending Legal Actions

- 4.1 Are there any lawsuits or other legal proceedings against the Vendor that pertain to any of the software, hardware, or other materials and/or services which are a part of the Vendor's proposal? (A yes or no answer is required.)
- 4.2 Are there any criminal or civil proceedings (federal or state) pending against the Vendor or its principals or employees that pertain to any public procurement within the State of Mississippi or elsewhere? (A yes or no answer is required.)
- 4.3 If your answer to either of the above is "yes", provide a copy of same with your proposal and state with specificity the current status of the proceedings.
- 4.4 The State, at its sole discretion, may reject the proposal of a Vendor who (a) has criminal or civil proceedings pending that pertain to a public procurement within Mississippi or elsewhere, or (b) has lawsuits or other legal proceedings pending that pertain to any of the products or services which are part of the Vendor's proposal.

5. Non-Disclosure of Social Security Numbers

Does the Vendor acknowledge 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 acknowledgement is required by Section 25-1-111 of the Mississippi Code Annotated.

6. Order and Remit Address

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

Order Address:

Remit Address (if different):

7. **Taxpayer Identification Number**

Vendor must specify their taxpayer identification number.

8. **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

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

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

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

9. **Certification of Liability Insurance**

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

10. **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 41 for additional information.

SECTION VII TECHNICAL SPECIFICATIONS

1. How to Respond to this Section

- 1.1 Beginning with Item 2.1 of this section, label and respond to each outline point in this section as it is labeled in the RFP.
- 1.2 The Vendor must respond with “ACKNOWLEDGED”, “WILL COMPLY”, or “AGREED” 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.
- 1.3 “ACKNOWLEDGED” should be used when no Vendor response or Vendor compliance is required. “ACKNOWLEDGED” simply means the Vendor is confirming to the State that he read the statement. This is commonly used in the RFP sections where the agency’s current operating environment is described or where general information is being given about the project.
- 1.4 “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the Vendor will adhere to the requirement. These terms are used to respond to statements that specify 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 “ACKNOWLEDGED”, “WILL COMPLY”, or “AGREED”, 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.
- 1.8 In Attachment A of this RFP, Vendors must label and respond to each outline point with “A”, “E”, or “X” dependent on the Vendor response. “A” should be used when the Vendor agrees or will comply with the requirement. “E” should be used if the Vendor is unable to meet the requirement, but is able to provide an alternative solution. This alternative solution must be defined in *Section V, Proposal Exception Summary*. If a Vendor cannot respond with “A” or “E”, then the Vendor must respond with “X” to indicate that the service is not available or Vendor is not capable of providing.

2. 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.

2.1.1 If a Vendor takes exception to a Mandatory requirement in one category, that does not disqualify them from responding to other categories of the RFP.

2.2 On-site attendance at the Vendor Conference on Tuesday, August 22, 2017 is **mandatory** for any Vendor who intends to submit a response to the following categories:

- Attachment A, Category I – Voice and Data Network
- Attachment A, Category II – Enterprise Internet
- Attachment A, Category VI – Hosted VoIP
- Attachment A, Category X – MissiON

No exceptions will be granted to this requirement. Any proposal received from a Vendor who did not have an authorized representative at the Vendor Conference will be rejected from responding to Categories I, II, VI, and X.

3. General Overview and Background

3.1 Telecommunication Acquisitions

Statute governing the acquisition, operation, and maintenance of telecommunications systems is contained in Sections 25-53-101 through 25-53-125 of the Mississippi Code of 1972. This statute requires that the Mississippi Department of Information Technology Services (ITS) act as the “sole centralized customer for the acquisition, billing, and record keeping of all telecommunications systems or services provided to State agencies whether obtained through lease or purchase.” “Agency” is defined as “all the various State agencies, officers, departments, boards, commissions, offices and institutions of the State” and includes the State’s institutions of higher learning (IHLs).

As the sole customer, ITS’ legislative charge is to leverage the total aggregate buying power of State government to obtain both best pricing and highest quality of service from telecommunication Vendors on behalf of State government. Aggregation and single point of contact also allow the State to have a more accurate inventory of telecommunications equipment and services and to plan and execute smoother migrations to new technologies. The management and consolidation of telecommunication contracts through ITS is also intended to ensure that the products and services obtained by State agencies and institutions are appropriate to and fit within the overall infrastructure of the State.

Section 25-53-117 of the Mississippi Code states that “no agency shall be permitted to obligate the State to any Vendor source for a telecommunications system of any kind. All transactions dealing with a telecommunications system

shall be conducted through [ITS] and any Vendor found in violation of this policy may be prohibited from bidding on such systems for a period of time commensurate with the severity of the violation.” In compliance with this statute, ITS does not allow Vendors to contract directly with State agencies and IHLs for telecommunication products, systems, and services for which an existing ITS contract is available. If there is no contract for the required telecommunications services, ITS must still be a party to any provision of telecommunications products or services to a State agency or institution.

Contracts are awarded to Vendors who have participated in a competitive bid and whose proposals have been determined to be “lowest and best” in an objective evaluation process as required by ITS law. State law prohibits Vendors who have not been awarded a contract through a competitive process from offering telecommunications services or products to State government customers. The competitive process and resulting contract provide strong protective measures for all State government customers and guarantee a consistent level of service to all areas of the State. There is no delegation threshold for the purchase of telecommunications systems and services by State agencies and institutions. All such purchases must be made via a procurement or service request from the agency or institution to ITS.

The contracts awarded under this RFP will be available for use by different categories of public entities in the State of Mississippi. Because of State statute, ITS’ role in administering and coordinating the awarded contracts will be different for each of these categories, as follows:

Entities under ITS purview:

- For State agencies other than IHLs: All procurements of products and services under the contracts awarded via this RFP will be processed by and administered through ITS. No Vendor doing business in Mississippi is allowed to market or provide pricing for telecommunications systems and services directly to State agencies unless specifically authorized in writing by ITS to do so.
- For Institutions of Higher Learning: IHLs have delegation to utilize the contracts awarded under this RFP up to a dollar limit of \$250,000.00 without further oversight or administration by ITS. A Vendor may market and provide pricing directly to the State’s IHLs for the telecommunications systems and services specifically included in contracts executed between that Vendor and ITS. Acquisitions totaling more than \$250,000.00 will require ITS approval.

Entities outside ITS purview:

- For public libraries, community colleges, and K-12 schools: Schools and libraries have authorization to utilize the contracts awarded under this RFP for acquisitions of any dollar amount without further oversight or administration by ITS. A Vendor may market and provide pricing directly to the State’s schools and libraries for the telecommunications systems and services specifically included in contracts executed between that Vendor and ITS.

- For governing authorities and other agencies of local government, including city and county governments: Any procurements of products and services under the contracts awarded via this RFP will require written authorization by ITS. Awarded Vendors should not market or provide pricing for telecommunications systems and services from contracts resulting from this RFP directly to these entities unless specifically authorized in writing by ITS to do so.

If any public entity makes a request of a Vendor that is in violation of the above regulations, the Vendor should refer the public entity to these policies. If a Vendor is uncertain which category a particular public entity is in they should contact ITS prior to marketing, providing pricing, or discussing telecommunication products or services.

Per Section 25-53-117 of Mississippi code, any company found in violation of the regulations outlined above may be prohibited from competing for State telecommunications business for up to twenty-four months. ITS will follow up on any reports of telecommunication Vendors violating this policy and will take appropriate action.

3.2 Scope

The current telecommunications contract has served the State well, but the State must now look at future needs and technologies to ensure that Mississippi government and public education remain competitive. It is the desire of ITS to expand and build upon past successes under a new contract while not accepting less in the technology and the service support model that the State has worked hard to achieve. The State of Mississippi recognizes and acknowledges that new competition now exists for many telecommunications service offerings. The State of Mississippi is committed to taking advantage of this competition for its benefit. This RFP will be used to procure telecommunication services for the State of Mississippi to be administered by the Mississippi Department of Information Technology Services (ITS). This RFP can be broken down into eleven distinct categories for response and evaluation. The eleven categories are (1) Voice and Data Network, (2) Enterprise Internet, (3) Business/Consumer Internet, (4) Raw Internet, (5) WAN Equipment and Maintenance, (6) Hosted Voice Over IP, (7) Toll Free Service, (8) Long Distance Service, (9) Audio/Web Conferencing, (10) Mississippi Optical Network, and (11) Managed VPN Service.

The primary objectives of this RFP are to obtain high quality, reliable telecommunication services for all State entities at the lowest possible cost and to expend State funds in such a manner as to promote enhancements to the State's telecommunication infrastructure that will result in better services for the State's private customers, business/industry, and citizenry.

4. Procurement Project Schedule

Task	Date
First Advertisement Date for RFP	08/08/17
Second Advertisement Date for RFP	08/15/17

Vendor Conference	3:00 p.m. Central Time on 08/22/17
Deadline for Vendor's Written Questions	12:00 p.m. Central Time on 08/25/17
Deadline for Questions Answered and Posted to ITS Web Site	09/06/17
Open Proposals	10/05/17
Evaluation of Proposals	10/05/17 – 11/17/17
ITS Board Presentation	12/21/17
Contract Negotiation	11/17/17
Proposed Project Implementation Start-up	01/01/18
Project Go-Live Deadline	06/30/19

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. The following table should be used to format Vendor questions.

Question	RFP Section	RFP Page	Vendor Question
1			
2			
3			
4			
5			

5.1.2 Vendor must deliver a written document to Michelle Smith at **ITS** by Friday, August 25, 2017, at 12:00 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 Michelle Smith to verify the receipt of their document. Documents received after the deadline will be rejected.

5.1.3 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 Wednesday, September 6, 2017.

5.1.4 The resulting contract from the RFP will be valid for an 8-year period and allow for two 2-year renewals, if mutually agreeable by both parties. It is the State's intent to have a signed contract in place for all services in this RFP by December 31, 2017. Although the current contract ends on June

30, 2018, the State reserves the right to migrate services to the new Vendor when the new contract is signed.

- 5.1.4.1 Vendor must agree to provide the State with a migration/transition period as a result of a subsequent RFP. During this period, the vendor must continue all prices and services until migration/transition to a new provider is completed.
- 5.1.5 The Vendors must address quality of service, customer support for planning, implementation, production, and level of commitment of their company to the State regarding economic impact and the provision of adequate resources as it relates to the State's objectives. The State anticipates that the contract(s) resulting from this RFP will have a major impact on how government and education will continue to provide their respective services to the people of Mississippi. Therefore, any Vendor choosing to respond to this RFP must realize these expectations and provide a proposal that indicates their long-term commitment to the State and its customers.
 - 5.1.5.1 It is the State's preference that products and services offered will also benefit the surrounding customers and communities. Vendors must specify how this will be accomplished.
- 5.1.6 Vendors must understand that the State's expectation is that all account and support personnel will be proficient in spoken and written English. The state reserves the right to request a change in supporting staff should there be an issue relative to effective communications with the Vendor's staff.
- 5.1.7 The Vendor must acknowledge and agree that all Vendor personnel as well as subcontractor personnel, if applicable, assigned to this project will exercise due care with respect to the use, preservation, and safekeeping of confidential information that in the course of the project work they observe or otherwise come in contact with and will exercise due care to prevent disclosure to unauthorized third parties and to prevent unauthorized use of the confidential information, as is the customary and accepted practice within the industry organization for that designated staff.
- 5.1.8 At the discretion of ITS, other State logical entities such as community colleges, universities, libraries, K-12 schools, and governing authorities may use this RFP and its resulting contract(s). Acknowledgment of this item by the Vendor acknowledges the right of ITS to exercise this prerogative. Vendors proposing these services may be required to coordinate the provisioning of these services through any of the logical entities and/or their Vendor(s).
- 5.1.9 Within each category to which the Vendor responds, Vendor is requested to provide details on what features, functions, or other considerations

exclusive of the specified requirements either their company or the proposed hardware/software/services afford the customer that may provide a distinct added value to the State, specific to the services or products in that RFP category. In the event the State agrees that such features, functions, or other considerations do provide a distinct benefit, the State reserves the right to give the Vendor additional “added value” consideration.

- 5.1.10 The State will not make any circuit or traffic volume guarantees. Any statistics included in this document, while typical of State calling patterns and circuit inventory, are for the convenience of the Vendor and do not represent circuit and/or traffic guarantees.
- 5.1.11 Governing authorities, universities, community & junior colleges, libraries and K-12 schools will work directly with the awarded Vendor(s) for all billing and service related issues.
- 5.1.12 By responding to this RFP, Vendor acknowledges that it will partner with the State to bring its best resources to bear on behalf of the State in a manner that is consistent with ITS’ master plans, policies and procedures. In the event a conflict arises between the Vendor’s business practices and ITS’ master plans, policies, and procedures, both parties agree to meet and negotiate an understanding and realignment of this partnership. Any failure to cure such a conflict shall be grounds for termination of any Agreement between the Vendor and the State.
- 5.1.13 The State realizes that because of the long-term nature of this contract, there will be the need for regular changes to the services and products initially proposed under this contract. The Vendor must agree to work closely with the State and abide by the service substitution guidelines as defined by the Schools and Libraries Division of the Universal Service Administrative Company in evaluating new or emerging services or products and commit to expedite the process to add those services to this contract, should it be determined to be in the best interest of the State.
- 5.1.14 Vendors should understand that their history or the lack of history of performance on previous contracts and compliance with State Law and ITS policy and procedures will be taken into consideration in the evaluation and award of the RFP.
- 5.1.15 It is the State’s expectation that all customers that purchase services from this RFP will receive the same level of service regardless of the volume or size of the customer’s account.
- 5.1.16 **MANDATORY** – With the exception of independent territories, Vendor must propose statewide level pricing for all services proposed.

5.1.16.1 Favorable consideration will be given to Vendors that offer statewide level pricing for all services, including those in independent territories.

5.1.17 Any rates for services offered by the Vendors must not require a service term.

5.1.18 Vendors should understand that if they are awarded multiple categories, the State may allow the account teams from the awarded categories to be combined. Any combination of team make up or the number of team members must be approved by the State.

6. Vendor Organization, Staff, and Product

The Vendor must provide a description of their organization. This description shall contain all pertinent data relating to the Vendor's organization, personnel, and experience that would substantiate the qualifications and capabilities of the Vendor's company to perform the services described herein. At minimum, this description should include:

6.1 Brief History of the Company

6.2 Experience in the Industry

Provide information as to the Vendor's background and experience in providing network/telecommunication services for each of the specified areas being responded to.

6.3 Organization Size and Structure

6.3.1 Describe the Vendor's size (i.e. number of offices, employees, customer base, etc.) and organizational structure and state whether the Vendor is based locally, regionally, nationally, or internationally, as well as its relationships to any parent firms, sister firms, or subsidiaries.

6.3.2 Give the location of the Vendor's principal corporate headquarters and the number of executive and professional personnel employed at that office and the location of the Vendor's principal corporate office in Mississippi and the number of executive and professional personnel employed at that office.

6.3.3 If incorporated, the name of the State of incorporation shall be included. In order to execute a contract, the Vendor's firm must be licensed to provide the proposed services in the State of Mississippi for at least six (6) months prior to the date the contract is signed.

6.3.4 The Vendor must provide a copy of their most recent annual report, credit rating number from an industry-accepted credit rating firm, or report of an auditor's unqualified opinion of the financial stability of the firm. This information can be provided in electronic format and submitted with the Vendor's proposal response.

- 6.3.5 If a Vendor's credit rating number or financial report is unsound or if a Vendor is currently in bankruptcy, Vendor must explain its company's financial plans to overcome its financial difficulties.

6.4 Background Information about Subcontractors

Vendors must provide the same information as above for each subcontractor or reseller whom the Vendor proposes to perform any of the functions under this RFP.

7. **Service Related Data**

- 7.1 The State of Mississippi shall own all right, title and interest to the data collected by the Vendor in the providing of the services. Vendor must agree to the following general security requirements for its proposed solution in regards to this data:

- 7.1.1 The Vendor shall not access State of Mississippi User accounts, or State of Mississippi 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 of Mississippi's written request.

- 7.1.2 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 of Mississippi 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:

- 7.1.2.1 All information obtained by the Vendor under this service shall become and remain property of the State of Mississippi.

- 7.1.2.2 At no time shall any data or processes which either belongs to or are intended for the use of State of Mississippi 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 of Mississippi.

- 7.1.3 The Vendor shall not store or transfer State of Mississippi 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 of Mississippi data remotely only as required to provide technical support.

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

- 7.1.5 Unauthorized access or disclosure of data is considered to be a breach. The Vendor will provide immediate notification and all communication shall be coordinated with the State of Mississippi. 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 of Mississippi shall not agree to any limitation on liability that relieves a Contractor from its own negligence or to the extent that it creates an obligation on the part of the State to hold a Contractor harmless.

- 7.1.6 The Vendor shall contact the State of Mississippi 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 of Mississippi data in possession of the Vendor due to this service without first notifying the State unless prohibited by law from providing such notice.
- 7.1.7 In the event of termination of the service, the Vendor shall implement an orderly return of State of Mississippi data in CSV or XML or another mutually agreeable format. The Vendor shall guarantee the subsequent secure disposal of State of Mississippi data.
 - 7.1.7.1 During any period of suspension or contract negotiation or disputes, the Vendor shall not take any action to intentionally erase any State of Mississippi data.
 - 7.1.7.2 In the event of termination of any services or agreement in entirety, the Vendor shall not take any action to intentionally erase any State of Mississippi 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 of Mississippi data and shall thereafter, unless legally prohibited, dispose of all State of Mississippi data in its systems or otherwise in its possession or under its control as specified in the requirement below. Within this 90 day timeframe, Vendor will continue to secure and back up State of Mississippi data covered under the contract.
 - 7.1.7.3 The State of Mississippi 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 SLA.
 - 7.1.7.4 When requested by the State of Mississippi, the Vendor shall destroy all requested data in all of its forms and locations. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the State of Mississippi.

- 7.1.8 The Vendor shall allow the State of Mississippi access to system security logs that affect this engagement, its data, and/or processes. This includes the ability for ITS 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.
 - 7.1.8.1 These mechanisms should be defined up front and be available for the entire length of the agreement with the Vendor.
- 7.1.9 The Vendor shall allow the State of Mississippi to audit conformance including contract terms, system security and data centers as appropriate. The State of Mississippi may perform this audit or contract with a third party at its discretion at the State's expense.
- 7.1.10 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.
- 7.1.11 Vendor must ensure that any agent, including a Vendor or subcontractor, to whom the Vendor grants access to the solution, agrees to the same restrictions and conditions that apply through this Agreement.

8. MANDATORY – Price Redetermination

- 8.1 The State will validate that the contract pricing is still competitive through a price re-determination process. Awarded Vendor will be required to provide the State with prices for like services that the vendor offers to other customers in comparable markets. The State will use that data, along with current market prices from other vendors, to determine if the current pricing is still competitive. The state will give the contract holder an opportunity to modify their rates to come in line with industry pricing. If the State and the contract holder cannot agree on revised pricing, the State reserves the right to terminate the contract with cause, without penalty, and seek other options.
 - 8.1.1 The standard price redetermination interval will be 18 months beginning at contract execution; however, the State reserves the right to conduct ad hoc price redeterminations or shorten the standard interval.
 - 8.1.2 Due to the potential extensive savings available through price redetermination, the process must be completed in a reasonable amount of time. The new prices must be in place by the end of every interval. If pricing is not in place, any savings not realized until the pricing is in place must be retroactively applied upon acceptance of the new pricing by the State.

- 8.1.3 Once price redetermination has been finalized, the new prices must be immediately extended to all entities using the contract.
- 8.1.4 At each interval, Vendor must provide the State with a standard rate sheet for all services including updated prices, as well as any historical pricing that did not change.

9. Billing

- 9.1 ITS will act as the agent of record to any awarded network provider for the State of Mississippi. However, ITS reserves the right to designate an agent of record as it deems necessary, which may include allowing agencies and institutions to serve as their own agents of record.
- 9.2 The State is interested in potentially using the following billing models. Detail how you could accommodate these models.
 - 9.2.1 Billing directly to agent of record
 - 9.2.2 Billing directly to the agent of record's designee(s)
- 9.3 Vendors must provide information regarding their ability to split a bill for a given service among multiple entities. For example, if two (2) entities share a service, that cost should be split among those entities either evenly or as designated percentage and billed accordingly.
- 9.4 Billing Cycle
 - 9.4.1 The billing cycle for each class of service will begin on the first day of each month and end on the last day of each month.
 - 9.4.2 The bill must be received by the tenth day of each month.
 - 9.4.3 Bills submitted to the State of Mississippi for payment will be paid forty-five days (45) after receipt of said bill; however, in the event that payment is not made within 45 days, the State will not pay any late fees.
- 9.5 Billing Requirements
 - 9.5.1 Bill information should be consistent for all services.
 - 9.5.1.1 All elements for a given service should appear on a single bill. For example, if a circuit bill is made up of a port, access, CPE, etc., all of these should be line items on a single bill to reflect the service as a whole.
 - 9.5.1.2 Any administrative, federal regulatory, etc. fees must be fully disclosed by the Vendor and have a maximum rate associated with each fee. Any fees not disclosed by the Vendor must be removed from any invoices.

- 9.5.1.3 On a per logical entity basis, the logical entity may choose to have their bill under a single account. As new service is turned up for the logical entity, service must be consolidated under their designated account. Any errant bills will not be paid. The incorrect charges must be removed from the errant account and be rebilled under the designated account.
- 9.5.2 Vendor must clearly define rates on a per billing element basis and not reflect rates as a percentage off of the tariff rate.
- 9.5.3 Some logical entities have the business requirement to rebill services within departments, etc. In order to meet this requirement, the Vendor must work with the logical entity that ordered the services to properly identify all billed services for rebilling purposes. This includes, but is not limited to, department identifiers, site identifiers, telephone numbers, circuit identifiers, etc.
- 9.5.3.1 Any charges not properly identified on a bill will not be paid. Vendor will be allowed one billing cycle to correct an incorrect identifier and rebill previous charges as current charges.
- 9.5.3.2 Any usage based billing associated with a service must detailed to a level agreed upon by the State. Examples include, but are not limited to;
- Long Distance – Originating number, number called, duration, date/time of call, etc.
 - Directory Assistance – Originating number, date/time of call, etc.
- 9.5.4 Vendor must perform an annual audit of all services sold through this contract to verify that the bills are correct and accurate.
- 9.5.4.1 Any discrepancies for overbilling found must be credited back to the date of installation. With the exception of E-Rate customers, any under-billing may be corrected going forward as of the date found, and Vendor must notify the logical entity of this change.
- 9.5.4.2 Vendor must provide ITS with audit results on a monthly basis.
- 9.5.5 For any services proposed, Vendor agrees not to bill for services until installation is complete and signed off by the logical entity ordering the service. Vendor cannot bill for partial or incomplete services.
- 9.5.6 When an order is placed to cancel or disconnect a service, Vendor must stop billing for the service on the customer requested date. The requested date may be the same date that the order is placed to cancel or disconnect the service.

- 9.5.7 The state will not pay for duplicate services unless requested by customer. For example, if a site is moving, the circuit at the existing location cannot be billed at the same time as the circuit for the new location.

9.6 Reporting Requirements

- 9.6.1 Vendor must provide an online reporting portal that encompasses all services offered by the Vendor.

9.6.1.1 Online reporting data must be segmented at a logical entity level. ITS, as the contract holder for the State, reserves the right to have access and audit the services purchased through this contract by other logical entities.

9.6.1.2 Portal must allow for the creation of ad hoc reports. Reports should be customizable by the user.

9.6.1.2.1 Reports must be downloadable as CSVs or PDFs.

9.6.1.2.2 Preference will be given to Vendors whose reporting systems allow for the creation and storage of queries that can be run on an ad hoc or scheduled basis.

9.6.2 Billing Reporting

For entities that rebill services, Vendor must provide billing reporting information.

9.6.2.1 Vendor must provide a secure transfer method to transmit bill information to the logical entity.

9.6.2.2 File must be available by the 10th calendar day of the month. Holidays are no exception.

9.6.2.3 File must be in a CSV ASCII. Data requirements include, but are not limited to, the following:

- Billing month
- Agency name
- Circuit identification
- Cost for individual billing components, including lines, features, PIC-C, ports, access fees, usage, individual call detail records, etc.
- Itemized cost for any one time or non-recurring charges
- Total cost

File format must be agreed upon between the State and the Vendor after the award of the RFP.

9.6.2.3.1 Costs reflected in the data file must be the actual amount billed.

9.6.2.4 Any changes to the file format by the Vendor must be pre-approved by the State. A minimum of 30 days' notice must be given prior to any file format changes. File format changes cannot go into production unless authorized by the State.

9.6.3 Billing Disputes

9.6.3.1 Logical entities perform detailed billing analysis on their bills every month prior to payment submission. Any discrepancies, errors, unexpected charges, etc. that are found, Vendor must allow the State to short pay the invoice until these issues have been resolved to the State's satisfaction.

9.6.3.1.1 Once an invoice is "short paid", the State does not have the ability to make further payments against that invoice. If the State needs to pay a disputed charge, then it must be re-invoiced as a current charge.

9.6.3.1.2 Vendor has 5 business days to respond to any disputed charges. If the Vendor cannot respond in this time frame, the charge will not be paid.

9.6.3.1.3 For all recurring incorrect charges, the state will receive a credit equal to 10% of the incorrect charge. Recurring incorrect charges are defined as charges that were disputed on a given billing cycle and were not corrected by the next month.

9.6.3.2 For telephone lines, the successful Vendor will provide immediate credit or deduction to the customer for incorrectly dialed or disputed calls, which appear on the Vendor's invoice.

9.6.3.2.1 The State has been billed for unauthorized calls from carriers other than the carrier of choice, including third party billings. These charges may be designated as fees. The State requires the ability to deduct these charges from its bill.

9.6.3.2.2 One (1) billing cycle will be allowed to confirm the disputed charges as billable and re-bill.

10. **E-Rate**

Mississippi has a nearly 100% participation rate of public schools and libraries in the E-Rate program. All services and products requested within this RFP will be made available to schools, libraries and consortia of schools and libraries and must meet all E-Rate

guidelines for participating in the program. A provider's failure to prove eligibility for E-Rate will eliminate them from consideration for these contracts. A provider's failure to commit to all required participation guidelines will eliminate them from consideration. The E-Rate benefit to the State of Mississippi is in the millions of dollars and cannot be jeopardized by introducing problems with the contracts and/or providers resulting from this RFP. Therefore, throughout this RFP there are references to E-Rate and bonding requirements, as well as potential conversion costs, as they may relate to potential delays or issues associated with establishing valid eligible contracts for E-Rate eligible customers statewide.

10.1 Universal Service Fund

As the result of the Telecommunications Act of 1996, Congress directed the Federal Communications Commission (FCC) to "establish competitively neutral rules to enhance, to the extent technically feasible and economically reasonable, access to advanced telecommunication and information services for all public and non-profit elementary and secondary school classrooms and libraries."

The FCC then empowered the Universal Service Administrative Company (USAC) to administer the program. A division within USAC, later to become known as the Schools and Libraries Division (SLD), now administers the \$3.9 billion (annual) program known as E-Rate. Schools and libraries must apply for eligible services from eligible service providers every year. The eligible services fall into one of five categories: 1) Data Transmission and Internet Access, 2) Voice Services, 3) Internal Connections, 4) Basic Maintenance of Internal Connections, and 5) Managed Internal Broadband Services.

10.2 Vendor Requirements for Participation

10.2.1 File an FCC Form 498 (Service Provider Information Form)

10.2.2 Obtain a Service Provider Identification Number (SPIN) through the Form 498

10.2.3 File an FCC Form 473 (Service Provider Annual Certification Form)

10.2.4 File an FCC Form 499 (Service Provider Telecommunications Reporting Worksheets)

10.3 Red Light Rule

The FCC shall withhold action on any request for benefits made by any applicant or service provider that is delinquent in its non-tax debts owed to the Commission. USAC shall dismiss any outstanding requests for funding if a service provider (or applicant) has not paid the outstanding debt, or made otherwise satisfactory arrangements, within 30 days of being notified. The result of a Red Light could be that all payments are stopped on all Funding Request Numbers (FRN) and no invoices will be paid.

10.4 Service Provider Responsibilities

- 10.4.1 Vendor must provide the following:
 - 10.4.1.1 The name, phone number, fax number, and e-mail address of the person responsible for E-Rate within the Service provider's company.
 - 10.4.1.2 The Service provider's SPIN.
- 10.4.2 Vendor must maintain the Service Provider Annual Certification Form.
- 10.4.3 Vendor must notify the State in the event the Service provider has been subjected to the "Red Light Rule".
- 10.4.4 Vendor must ensure, to the best of the Service Provider's ability, that all services for which E-Rate discount is sought are eligible services as described in the Eligible Services List <http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx>.
- 10.4.5 Vendor must abide by all E-Rate rules, regulations, and limitations as described by FCC, USAC, and SLD. For complete program overview, please visit <http://www.usac.org/sl/>.
- 10.4.6 Any services purchased from the existing State Master Contract will no longer be E-Rate eligible after the expiration date of June 30, 2018. These services must be migrated to the provider's new contract on or before July 1, 2018 to remain E-Rate eligible. Failure to have the new service migrated and operational by July 1, 2018, will result in the awarded vendor paying any lost discounts to the State associated with the loss of E-Rate funding on existing services.

10.5 E-Rate Funding

The E-Rate funding year starts July 1st and ends June 30th of the following year. SLD generally is unable to issue Funding Commitment Decision Letters (FCDL), before the July 1st start date. Therefore, service providers will be unable to get USAC reimbursements until sometime later in the year; in some cases, even in the last quarter. Most applicants simply do not have the budgets to pay full, undiscounted prices for services, especially recurring services, until the time they get notification of funding approval. Any service provider that is able to offer discounted service rates, at a rate close to the applicant's projected discount, will receive additional consideration during evaluation.

11. Functional Requirements

- 11.1 In order to accurately and completely document functional requirements, ITS has identified eleven (11) functional categories wherein Vendors may respond. The functional requirements of these categories are described in Attachment A. Vendor must complete and return *Attachment A: Requirements Matrix* for the categories in which they wish to respond.

- Attachment A, Category I – Voice and Data Network
- Attachment A, Category II – Enterprise Internet
- Attachment A, Category III – Raw Internet
- Attachment A, Category IV – Consumer Internet
- Attachment A, Category V – WAN Equipment
- Attachment A, Category VI – Hosted VoIP
- Attachment A, Category VII – Toll Free
- Attachment A, Category VIII – Long Distance
- Attachment A, Category IX – Audio and Web Conferencing
- Attachment A, Category X – MissiON
- Attachment A, Category XI – Managed VPN

12. Additional Requirements

- 12.1 **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.

13. Scoring Methodology

- 13.1 An Evaluation Team composed of ITS staff will review and evaluate all proposals for each category. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals.
- 13.1.1 Each category included in the scoring mechanism for each Category in Amendment A is assigned a weight between one and 100.
 - 13.1.2 The sum of all categories, other than Value-Add, equals 100 possible points.
 - 13.1.3 Value-Add is defined as product(s) or service(s), exclusive of the stated functional and technical requirements and provided to the State at no additional charge, which, in the sole judgment of the State, provide both benefit and value to the State significant enough to distinguish the proposal and merit the award of additional points. A Value-Add rating between 0 and 5 may be assigned based on the assessment of the evaluation team. These points will be added to the total score.

- 13.1.4 Each Category mentioned in Item 11 above will be scored individually and points are defined within its respective Category under "Scoring Methodology".

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

- 13.2.1 Stage 1 – Selection of Responsive/Valid Proposals – Each proposal for each responding functional category 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, number of copies, bond requirement, timely delivery, and must be responsive to all mandatory requirements. No evaluation points will be awarded in this stage. Failure to submit a complete proposal may result in rejection of the proposal.

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

- 13.2.2.1 Each functional category will have its own non-cost category scoring. These non-cost categories are defined in each separate Category within Attachment A.

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

- 13.2.2.3 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, a category could allocate 30 of its overall 60 non-cost points to technical specifications; a proposal that fully meets all requirements for technical specifications would score 27 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.

13.2.3 Stage 3 – Cost Evaluation

- 13.2.3.1 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

- 13.2.3.2 Cost categories and maximum point values are defined in each Category within Attachment A.

13.2.4 Stage 4 – Selection of the successful Vendor

13.2.4.1 On-site Demonstrations and Interviews

- 13.2.4.1.1 At the discretion of the State, evaluators may request interviews, on-site 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.

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

- 13.2.4.1.3 Proposed key team members must be present at the on-site demonstration. The evaluation team reserves the right to interview the proposed key team members during this onsite visit.

- 13.2.4.1.4 Although on-site demonstrations may be requested, the demonstration will not be allowed in lieu of a written proposal.

13.2.4.2 Site Visits

- 13.2.4.2.1 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.

- 13.3 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

Each category referenced in this RFP has its own Cost Information Submission defined within the appropriate category in Attachment A. Vendors must include their complete cost proposal, along with the technical specifications, within the Excel spreadsheet for the respective category.

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 **five (5)** references for each Category of the RFP that they wish to respond, 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 For each category proposed, the Vendor must furnish references of similar scope and size within their established support network that will bear witness to the Vendor's business/support record and qualifications;
 - 1.3.2 Vendor must provide details demonstrating the ability to provide the service in which they are responding;
 - 1.3.3 Vendor must have experience and understanding of state and local government contracting and be responsive to its unique requirements;
 - 1.3.4 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 each category, 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 five (5) 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 a separate form for each subcontractor proposed.

Contact Name:
Company name:
Address:
Phone #:
E-Mail:

Scope of services/products to be provided by subcontractor:

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Complete three (3) Reference Forms for each Subcontractor.

Contact Name:
Company name:
Address:
Phone #:
E-Mail:
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.

CONTRACT NUMBER 5000-1
PROJECT NUMBER 42410
(INSERT TYPE OF SERVICE) SERVICE AGREEMENT
BETWEEN
VENDOR NAME
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR
THE AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI

This **(INSERT TYPE OF SERVICE)** Service Agreement is entered into by and between **VENDOR NAME**, a **STATE OF INCORPORATION** corporation having a principal place of business at **VENDOR ADDRESS** (hereinafter referred to as "Contractor"), 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 governmental agencies, educational institutions and governing authorities of the State of Mississippi (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively referred to herein as "State".

WHEREAS, ITS, pursuant to RFP No. 5000 requested proposals for the acquisition and installation of **(INSERT TYPE OF SERVICE)** for the State of Mississippi to be administered by ITS; and

WHEREAS, the Contractor was the successful proposer in an open, fair and competitive procurement process to provide the above mentioned services;

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

ARTICLE 1 TERM OF AGREEMENT AND PRICE RE-DETERMINATION

1.1 Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on **(INSERT DATE)**, and shall continue in effect for eight (8) years thereafter (hereinafter referred to as "Initial Term"). At the end of the Initial Term, this Agreement may, upon the written agreement of the parties, be renewed for two (2) additional two (2) year terms, or such other period of time as is mutually agreed upon. Sixty (60) days prior to the expiration of the Initial Term or any renewal term of this Agreement, Contractor shall notify

ITS in writing of the impending expiration and thereafter ITS shall notify the Contractor of its intent to either renew or cancel the Agreement.

1.2 The parties agree that price re-determination will be conducted at eighteen (18) month intervals during the eight (8) year Agreement, with the pricing firm and not subject to being increased during any such eighteen (18) month interval of the ten (10) year Agreement. It is understood that if after good faith negotiations during any cycle of price re-determination, the parties are unable to agree on the pricing, ITS may, in its sole discretion, elect to terminate this Agreement in whole or in part pursuant to the Termination Article herein and issue a request for proposals for the services so terminated.

ARTICLE 2 SCOPE OF SERVICES

NOTE: THIS SECTION WILL BE COMPLETED AT THE TIME OF AWARD AND WILL BE DEPENDENT UPON WHICH SECTION OF THE RFP THE VENDOR WINS.

ARTICLE 3 RESPONSIBILITIES OF THE CONTRACTOR

NOTE: THIS SECTION WILL BE COMPLETED AT THE TIME OF AWARD AND WILL BE DEPENDENT UPON WHICH SECTION OF THE RFP THE VENDOR WINS.

ARTICLE 4 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Customer 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 student body, will be asked to leave the premises and may be suspended from further work on the premises. All Contractor employees and subcontractors who will be working at such locations shall be covered by Contractor's comprehensive general liability insurance policy.

ARTICLE 5 CONSIDERATION AND METHOD OF PAYMENT

The State agrees to pay the Contractor for the services rendered at the prices set forth in the Contractor's Proposal as accepted by the State in response to RFP No. 5000. The Contractor shall submit an invoice with the appropriate documentation to the State as services are rendered. The State may, in its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The State 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 the State within forty-five (45) days of receipt of the invoice. The Contractor understands and agrees that the State is exempt from the payment of taxes in the State of Mississippi. 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 Contractor's choice. The payments by these agencies shall be deposited into the bank account of the Contractor's choice. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Contractor shall remain responsible and liable for full performance.

ARTICLE 6 IRREVOCABLE LETTER OF CREDIT

As a condition precedent to the formation of this Agreement, the Contractor must provide an irrevocable letter of credit as herein described. To secure the Contractor's performance, the Contractor shall procure, submit to the State with this executed Agreement, and maintain in effect at all times during the course of this Agreement, an irrevocable letter of credit in the amount of **\$INSERT AMOUNT**, which represents an amount equal to the annual revenue of this Agreement. The irrevocable letter of credit shall remain in effect until **INSERT END DATE OF CONTRACT**. This expiration date is based upon the services being completed by Contractor by that date. In the event the services are not completed by that date, the irrevocable letter of credit shall be extended until completion of all services. The letter of credit shall be procured at Contractor's expense and be payable to the State of Mississippi. It is mutually agreed by the Contractor and the Customer that the Customer has the right to request payment for a partial amount or the full amount of the letter of credit should the Contractor fail to perform as required herein. Further, if the Agreement is terminated due to Contractor's failure to comply with the terms thereof, Customer may claim against the letter of credit. The Customer may demand payment by contacting the bank issuing the letter of credit and making a written request for full or partial payment. The authorized bank is required to honor any demand for payment from the Customer within seven (7) business days of notification. The irrevocable letter of credit 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.

ARTICLE 7 LIQUIDATED DAMAGES

NOTE: THIS IS A GENERAL CLAUSE. THE SPECIFICS WILL BE NEGOTIATED AT THE TIME OF AWARD AND TIED TO SERVICE LEVEL AGREEMENTS FOR EACH SERVICE AREA IN THE RFP.

7.1 It is agreed by the parties hereto that time is of the essence, and that in the event of a delay in the delivery and installation deadlines or delay in the satisfactory completion and acceptance of the services provided for herein, damage shall be sustained by the State. In the event of a delay as described herein, Contractor shall pay the State, within five (5) calendar days from the date of receipt of notice, fixed and liquidated damages of **\$INSERT AMOUNT** per day for each calendar day of delay caused by Contractor. The State may offset amounts due it as liquidated damages against any monies due Contractor under this Agreement. The State will notify the Contractor in writing of any claim for liquidated damages pursuant hereto on or before the date the State deducts such sums from money payable to Contractor. Any liquidated damages assessed are in addition to and not in limitation of any other rights or remedies of the State.

7.2 The liquidated damages set forth in this Article shall not apply to delays of performance by the Contractor if such delays were a result of causes beyond the reasonable control and without the fault or negligence of the Contractor and/or its subcontractors. Further, this Article shall not apply to delays caused by the negligence or non-performance of the State.

ARTICLE 8 EMPLOYMENT STATUS

8.1 Contractor 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 Contractor 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 the State.

8.3 Any person assigned by Contractor to perform the services hereunder shall be the employee of Contractor, who shall have the sole right to hire and discharge its employee. The State may, however, direct Contractor to replace any of its employees under this Agreement. If Contractor is notified within the first eight (8) hours of assignment that the person is unsatisfactory, Contractor will not charge the State for those hours.

8.4 Contractor 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 Contractor nor employees of Contractor are entitled to state retirement or leave benefits.

ARTICLE 9 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 10 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

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

10.2 Except in the event of a merger, acquisition or reorganization, 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.

10.3 Contractor must obtain the written approval of the State before subcontracting any portion of this Agreement. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the pricing 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 the State may deem necessary.

10.4 Contractor represents and warrants that any subcontract agreement Contractor 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 State, and that the subcontractor acknowledges that no privity of contract exists between the State and the subcontractor and that the Contractor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Contractor. The Contractor 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

Contractor's failure to pay any and all amounts due by Contractor to any subcontractor, materialman, laborer or the like.

10.5 All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between the Contractor and the State, where such dispute affects the subcontract.

ARTICLE 11 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the State 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 the State for the payments or performance due under this Agreement, ITS shall have the right to immediately terminate this Agreement, without damage, penalty, cost or expense to the State of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. The State shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement. In the event ITS terminates this Agreement, Contractor shall be paid for services rendered by Contractor pursuant to this Agreement prior to termination.

ARTICLE 12 TERMINATION

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 in whole or in part, without the assessment of any penalties or termination charges, upon the giving of thirty (30) days written notice unless the breach is cured within said thirty (30) day period. The non-defaulting party may also pursue any remedy available to it in law or in equity; (c) The State may terminate the Agreement in whole or in part without the assessment of any penalties or termination charges upon thirty (30) days written notice to the Contractor if the Contractor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, or (d) The State may terminate the Agreement in whole or in part without the assessment of any penalties or termination charges, for any reason after giving thirty (30) days written notice specifying the effective date thereof to the Contractor. The provisions of this Article do not limit either party's right to pursue any other remedy available at law or in equity.

ARTICLE 13 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. Contractor 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 Contractor. Further, nothing in this Agreement shall affect any statutory rights the State may have that cannot be waived or limited by contract.

ARTICLE 14 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 the State, 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 the State.

ARTICLE 15 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 16 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 17 HOLD HARMLESS

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect and exonerate 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 the negligent or intentional, wrongful acts or omissions of the Contractor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform this Agreement. Contractor will not be responsible for damages resulting from the negligence or intentional, wrongful acts or omissions of the State.

ARTICLE 18 THIRD PARTY ACTION NOTIFICATION

Contractor shall notify the State in writing within five (5) business days of Contractor 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 Contractor or the State by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Contractor's performance under this Agreement. Failure of the Contractor to provide such written notice to the State shall be considered a material breach of this Agreement and the State 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 19 AUTHORITY TO CONTRACT

Contractor 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 20 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 usual business address. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. The Contractor'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 21 RECORD RETENTION AND ACCESS TO RECORDS

Contractor 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 Customer, ITS, any state or federal agency authorized to audit Customer, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to any of the Contractor's books, documents, papers and/or records that are pertinent to this Agreement to make audits, examinations, excerpts and transcriptions at the State's or Contractor's office as applicable where such records are kept during Contractor's normal business hours. All records relating to this Agreement shall be retained by the Contractor 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 22 INSURANCE

Contractor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Contractor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Contractor will, upon request, furnish the State with a certificate of conformity providing the aforesaid coverage.

ARTICLE 23 DISPUTES

Any issues or provisions of this Agreement in dispute between the Customer and the Contractor which, in the judgment of either party to this Agreement, may materially affect the performance of such party shall be reduced to writing and delivered to the other party. The Customer and the Contractor shall promptly thereafter negotiate in good faith and use every reasonable effort to resolve such dispute in a mutually satisfactory manner. Any such dispute as to a question of fact which is not disposed of in a mutually satisfactory manner shall be submitted to and decided by the Executive Director of ITS or such person as the Executive Director may select. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such decision shall not be a final disposition of the matter if either party still disagrees, and such disagreeing party shall be entitled to seek such other rights and remedies it may have in law or in equity.

ARTICLE 24 COMPLIANCE WITH LAWS

24.1 Contractor shall comply with, and all activities under this Agreement shall be subject to, all Customer policies and procedures, 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, Contractor 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.

24.2 Contractor 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, Contractor 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 25 CONFLICT OF INTEREST

Contractor shall notify the State of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to the State's satisfaction, the State reserves the right to terminate this Agreement.

ARTICLE 26 CONFIDENTIAL INFORMATION

26.1 Contractor shall treat all State 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 the State. In the event that Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform the State and thereafter respond in conformity with such subpoena 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 Contractor 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 Contractor following any termination or completion of this Agreement.

26.2 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 Contractor. As such, it is understood by the Contractor that copies of this executed Agreement may be distributed to the governmental agencies, governing authorities, and educational institutions of the State of Mississippi on an as-needed basis for informational purposes.

ARTICLE 27 SOVEREIGN IMMUNITY

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

ARTICLE 28 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 Contractor on the basis of draftsmanship or preparation hereof.

ARTICLE 29 ENTIRE AGREEMENT

29.1 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. The RFP No. 5000 and Contractor's Proposal in response thereto are hereby incorporated into and made a part of this Contract.

29.2 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. 5000 and written addenda, and
- D.** Contractor's Proposal, as accepted by ITS, in response to RFP No. 5000.

29.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Contractor. 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. Contractor's Proposal").

ARTICLE 30 SURVIVAL

Articles 13, 17, 21, 26, 27, 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 31 DEBARMENT AND SUSPENSION CERTIFICATION

Contractor 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 32 COMPLIANCE WITH ENTERPRISE SECURITY POLICY

Contractor and Customer understand and agree that all Services provided by Contractor under this Agreement must 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. The State will provide Contractor with a copy of such amended Enterprise Security Policy. If Contractor cannot comply with the amended policy, it will provide the State with written notice of same and the State may either grant a waiver from the portions of the amended policy with which Contractor cannot comply, or the State may terminate this Agreement on thirty (30) calendar days' written notice.

ARTICLE 33 STATE PROPERTY

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

ARTICLE 34 NEWS RELEASES

News releases pertaining to this Agreement will not be made without the State's prior written approval, and then only in accordance with the explicit written instructions from the State.

ARTICLE 35 WARRANTIES

35.1 Contractor represents and warrants that the services and/or products provided by Contractor to Customer shall meet or exceed the minimum specifications set forth in RFP No. 5000 and Contractor's Proposal, as accepted by the State, in response thereto.

35.2 Contractor represents and warrants that its services 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, the Contractor shall perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services.

35.3 If equipment is provided hereunder, Contractor represents and warrants that during the applicable warranty period and during the term of maintenance services purchased, the equipment provided hereunder shall operate without defects in material, manufacture, design and workmanship. Contractor's obligations pursuant to this warranty shall include, but are not limited to, the repair or replacement of the equipment at no cost to the State. In the event the Contractor cannot repair or replace an item of equipment, the Contractor shall refund any fees paid for the equipment.

35.4 If equipment is provided hereunder, Contractor represents and warrants that Contractor has the right to sell the products provided under this Agreement.

35.5 If equipment is provided hereunder, Contractor represents and warrants that Customer shall acquire good and clear title to the equipment purchased hereunder, free and clear of all liens and encumbrances.

35.6 If equipment is provided hereunder, Contractor represents and warrants that each unit of equipment delivered shall be delivered new and not as “used, substituted, rebuilt, refurbished or reinstalled” equipment.

35.7 If applicable under the given circumstances, Contractor represents and warrants that 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. Contractor agrees 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. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

35.8 Contractor represents and warrants that no official or employee of Customer 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 any project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement.

35.9 The Contractor 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 Contractor, terminate the right of the Contractor 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 Contractor 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 Contractor as it would pursue in the event of a breach of contract by the Contractor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

ARTICLE 36 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.mississippi.gov>. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed 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 a trade secret or confidential commercial or financial information and shall thus not be redacted.

ARTICLE 37 CHANGE ORDER RATE AND PROCEDURE

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

37.2 The Contractor 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 Contractor shall be obligated to execute such a change order; and if no such change order is executed, the Contractor 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.

37.3 With respect to any change orders issued in accordance with this Article, the Contractor 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 Contractor and the State will negotiate the rate. The Contractor 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 Contractor in the performance of the change order. The Contractor shall invoice the Customer upon acceptance by the Customer of all work documented in the change order, and the Customer shall pay invoice amounts on the terms set forth in this Agreement. The Contractor acknowledges and agrees that the fully-loaded change order hourly rates in Exhibit A must remain valid for the duration of the Agreement.

37.4 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 Contractor to complete the work required by that change order. The project work plan will be revised as necessary.

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

37.6 In the event the Contractor 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 Contractor shall submit to the Customer a revised version of the project work plan, clearly indicating all changes, at least five (5) working days prior to implementing any such changes.

37.7 The Customer shall promptly review all revised project work plans submitted under this Agreement, and shall notify the Contractor 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 Contractor. If the Customer fails to respond in such time period or any extension thereof, the Customer shall be deemed to have approved the revised project work plan.

ARTICLE 38 LIABILITY ISSUES

Unless jointly agreed otherwise in writing, Contractor's liability shall not exceed the total amount paid or payable by Customer to Contractor under this Agreement, including any amounts paid pursuant to amendments and change orders. In no event will Contractor be liable to Customer for special, indirect, consequential or incidental damages including lost profits, lost savings or lost revenues of any kind unless Contractor was advised of the possibility of such loss or damage or unless such loss or damage could have been reasonably foreseen. Excluded from this or any liability limitation are claims related to fraud, bad faith; infringement issues; bodily injury; death; physical damage to tangible personal property and real property, and the intentional and willful misconduct or gross negligent acts of Contractor. The language contained herein tending to limit the liability of the Contractor will apply to Customer to the extent it is permitted and not prohibited by the laws or constitution of Mississippi. Further, the parties understand and agree that the Contractor is precluded from relying on any contractual damages limitation language within this article where the Contractor acts fraudulently or in bad faith.

1)

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

**State of Mississippi, Department of
Information Technology Services**

INSERT VENDOR NAME

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

ATTACHMENT A REQUIREMENTS MATRICES

Please refer to the Excel Spreadsheets at the following links:

http://rfps.its.ms.gov/Procurement/rfps/5000/5000attachment_aI.xls
http://rfps.its.ms.gov/Procurement/rfps/5000/5000attachment_all.xls
http://rfps.its.ms.gov/Procurement/rfps/5000/5000attachment_allI.xls
http://rfps.its.ms.gov/Procurement/rfps/5000/5000attachment_aIV.xls
http://rfps.its.ms.gov/Procurement/rfps/5000/5000attachment_aV.xls
http://rfps.its.ms.gov/Procurement/rfps/5000/5000attachment_aVI.xls
http://rfps.its.ms.gov/Procurement/rfps/5000/5000attachment_aVII.xls
http://rfps.its.ms.gov/Procurement/rfps/5000/5000attachment_aVIII.xls
http://rfps.its.ms.gov/Procurement/rfps/5000/5000attachment_aIX.xls
http://rfps.its.ms.gov/Procurement/rfps/5000/5000attachment_aX.xls
http://rfps.its.ms.gov/Procurement/rfps/5000/5000attachment_aXI.xls