RFP No: 5026

INVITATION: Proposals, subject to the attached conditions, will be received at this office for the acquisition of the products/services described below for the Mississippi Department of Information Technology Services. ITS will accept proposals beginning with the initial opening, scheduled for December 7, 2026, and continuing through to the close of the Published Express Procurement Option (EPO)

This is an Express Procurement Option (EPO) RFP and has been issued to establish a vendor pool to be used for the acquisition of Cybersecurity hardware, software, and associated professional or managed services.

INITIAL VENDOR CONFERENCE: Thursday, November 19, 2026 at 3:00 p.m. Central Time

The Vendor must submit proposals and direct inquiries to:

EPL Team
Information Technology Services
3771 Eastwood Drive
Jackson, MS 39211
(601) 432-8000
epl.team@its.ms.gov

The following information must be clearly typed in the subject line (for e-mailed proposals) or on a label affixed to the sealed envelope/package in a clearly visible location (for proposals delivered by mail or in person):

<company name>'s PROPOSAL, SUBMITTED IN RESPONSE TO
RFP No. 5026 for the Cybersecurity EPO

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

ITS EPO RFP Summary and Response Checklist

This RFP is being issued to establish the Cybersecurity EPO, which is a vendor pool to be used for the acquisition of Cybersecurity hardware, software, and associated professional or managed services.

The pool of vendors will be published on the ITS Website and will be divided into categories of products and services. Vendors will indicate, in their RFP response, which categories they would like to participate in. EPO Customers will issue solicitations to the vendor pool, selecting the relevant categories for their project.

The published EPO generated from this RFP will consist of an "Instructions for Use" document, a workbook to assist customers with soliciting the pool, and sales contact information for each valid vendor per category.

Unlike "regular" RFPs, Vendors will not provide any product and/or pricing with the response to this RFP. Because of this, Vendors will be able to respond any time within the open window. The initial deadline signifies the "opening" of the response window.

Below is an "RFP Response Checklist". These items comprise the Vendor's response to this RFP.

☐ 1) **Section I**: *Submission Cover Sheet*, signed and dated

2) **Attachment B**: *Vendor Submission Form for Cybersecurity EPO RFP No. 5026*
There are four items covered by this form. These items are noted below

☐ a) Certifications and General Questions (Item 1)

☐ b) Company Profile (Item 2)

☐ c) Categories (Item 3)

☐ d) References (Item 4)

Table of Contents

SECTION I 4
SUBMISSION COVER SHEET 4
SECTION II 6
PROPOSAL SUBMISSION REQUIREMENTS 6
SECTION III 9
VENDOR INFORMATION 9
SECTION IV 11
LEGAL AND CONTRACTUAL INFORMATION 11
SECTION V 21
PROPOSAL EXCEPTIONS 21
SECTION VI 22
Cybersecurity EPO PROCESS SPECIFICATIONS 22
SECTION VII 28
SALES REPORTING REQUIREMENTS 28
SECTION VIII 31
VENDOR QUESTIONNAIRE 31
EXHIBIT A 39
EPO PURCHASE AGREEMENT 39

SECTION I
SUBMISSION COVER SHEET

Provide the following information regarding the person responsible for the completion of your proposal. This person will be the person that the Mississippi Department of Information Technology Services (ITS) will contact for purposes of this RFP.

Contact 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 Attachment A: *Technical Specifications* and Exhibit A: *EPO Purchase Agreement*. 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 _____

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. Acronyms

   1.1 RFP: Request for Proposal

   1.2 EPO: Express Procurement Option

2. Failure to follow any instruction within this RFP may, at the State's sole discretion, result in the disqualification of the Vendor's proposal.

3. 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.

4. The Vendor's proposal must be received by the office of ITS within the receipt of proposals window noted in the Project Schedule. ITS is not responsible for any delays in delivery or any expenses for the development or delivery of proposals. Any proposal received after the original proposal opening time will be processed as time permits after the initial publication of the EPO generated from this RFP. Any proposal received after the final date to receive proposals will be returned unopened. Any proposal received with insufficient postage will be returned unopened.

5. Proposals or alterations by fax or phone will not be accepted.

6. It is preferable for the Vendor to submit its RFP response via e-mail to the contact listed in the last item of this section. The Vendor may, however, submit a hard copy response by mail or in person during normal business hours at the address listed on the first page of this RFP.

7. An electronic/scanned signature on Section I: *Submission Cover Sheet* is acceptable.

8. ITS reserves the right to reject any proposals prior to and at any time during negotiations.

9. ITS reserves the right to waive any defect or irregularity in any proposal procedure.

10. This RFP is structured to minimize the information the Vendor submits. Unless an alternative response method is noted within the RFP, the Vendor will complete two forms:

    - Section I: *Submission Cover Sheet*
    - Attachment B: *Vendor Submission Form for Cybersecurity EPO RFP No. 5026*.

11. The Vendor must not 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.

12. The Vendor must conform to the following standards in the preparation of the Vendor's proposal:

    12.1 The Vendor is required to submit one response of the complete proposal, as noted in the RFP Response Checklist, either as an e-mailed response or on a USB flash drive. Vendor's documents must be submitted in Microsoft Office 2010 or higher format and/or PDF format, as appropriate. If PDF format is submitted, the file must be searchable.

    12.2 If providing an e-mailed response, the information noted in the third box of the RFP cover page must be entered into the subject line. If providing a hard copy, the proposal must be sealed in a package/envelope to prevent opening by unauthorized individuals. A label containing the information on the RFP cover page must be clearly typed and affixed to the package in a clearly visible location. Make sure to label the flash drive with Vendor's company name.

    12.3 Label the file names of each section, attachment, and/or exhibit, using the corresponding section/attachment/exhibit from the RFP.

    12.4 Exceptions to this RFP are not allowed. If the Vendor does not understand any item in any section, then the Vendor must e-mail the EPL Team with the item(s) in question prior to submitting a response.

    12.5 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.

    12.6 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."

    12.7 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 all sections, Attachment A, and Exhibit A by signing the *Submission Cover Sheet*.

13. ITS is not soliciting product/cost information as part of this RFP. This RFP is being issued to establish a pool of vendors. Customers will issue solicitations to the vendor pool through the life of this instrument.

14. 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.

15. Unsolicited clarifications and updates will be considered only if all the following conditions are met:

15.1 The Vendor must follow procedures outlined herein for submitting updates and clarifications.

15.2 The Vendor must submit a statement outlining the circumstances for the clarification.

15.3 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).

16. **Communications with State**

Any inquiries regarding this RFP should be addressed to the EPL Team at epl.team@its.ms.gov. This is the recommended form of initial communication. Additional contact information is noted on the Cover Page of this RFP.

SECTION III
VENDOR INFORMATION

The objective of the *Vendor Information* section of this RFP is to provide Vendors with information required to successfully respond to the RFP.

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

2. **Vendor's Responsibility to Examine RFP**
   Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

3. **Proposal as Property of State**
   All written proposal material becomes the property of the State of Mississippi.

4. **Written Amendment to RFP**
   Any interpretation of an ITS RFP will be made by written amendment only. The State will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the ITS website, together with the associated RFP specification. Vendors are required to check the ITS website periodically for RFP amendments prior to submitting a response. Below is the link to the "RFPs and Sole Sources Advertised" page:

   https://www.its.ms.gov/procurement/rfps_and_sole_sources_advertised

   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 and Awards**
   The State's intent in issuing this RFP is to create a pool of vendors that will be used to procure the scope of products and services defined in this RFP. Responses to this RFP

will only be validated to ensure Vendor's are responsive and responsible. Vendors with valid responses will be awarded participation in the pool. A single award will not be made as a direct result of this RFP. The development of project specifications and evaluation criteria will be handled by individual customers through a solicitation process.

8. **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.

9. **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.

10. **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, the awarded Vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

11. **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 successfully complete a contract or agreement with ITS.

1. **Acknowledgment Precludes Later Exception**
   By signing Section I: *Submission Cover Sheet*, the Vendor is contractually obligated to comply with all items in this RFP, including Attachment A: *Technical Specifications* and Exhibit A: *EPO Purchase Agreement*. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions by subcontractors or separate terms and conditions will be entertained after the fact.

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

3. Throughout this RFP, references to Vendor's proposal may refer to Vendor's response to this RFP or Vendor's response to a future solicitation issued to the pool resulting from the RFP. No solution will be proposed in direct response to this RFP. If it is unclear which clauses apply to the RFP submission versus a future solicitation, Vendor should request clarification by e-mailing epl.team@its.ms.gov before submitting a response.

4. **Contract Documents**
   ITS will be responsible for all document creation and editorial control over all contractual documentation related to this RFP, the published EPO, Vendor's participation in the vendor pool, and the EPO Purchase Agreement. The following documents will normally be included in the EPO Purchase Agreement between ITS and the Vendor:

   4.1 The EPO Purchase Agreement signed by the Vendor and ITS; and all attachments, as may be amended by ITS and Vendor;

   4.2 ITS' Request for Proposal, including all addenda;

   4.3 Official written correspondence from ITS to the Vendor;

   4.4 Official written correspondence from the Vendor to ITS when clarifying the Vendor's proposal; and

   4.5 The Vendor's proposal response to the ITS RFP as accepted by ITS, in response to this RFP.

   4.6 The effective supplemental agreement and/or purchase order between EPO Customer and Purchaser if required (incorporated and applicable as between Vendor and EPO Customer only).

5. **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.

6. **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.

7. **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 governmental agencies, educational institutions, or governing authorities are sometimes collectively referred to within this RFP as "State".

8. **Legal Provisions**

8.1 Due to the need for uniformity between the vendor pool and the associated contract terms, the terms of the EPO Purchase Agreement are non-negotiable.

8.2 The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.

8.3 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.

8.4 Pursuant to Mississippi Code Annotated Section 25-53-21(e), the Executive Director of ITS may negotiate a limitation on the liability to the State of prospective contractors provided such limitations afford the State reasonable protection and the limitation is approved by the State entity for whom the acquisition is being made. However, the Vendor shall have no limitation on liability for claims related to the following items:

8.4.1 Infringement issues;

8.4.2 Bodily injury;

8.4.3 Death;

8.4.4 Physical damage to tangible personal and/or real property; and/or

8.4.5 The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor’s employees or subcontractors.

8.5 All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.

8.6 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.

8.7 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.

8.8 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.

8.9 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.

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

8.11 Vendors shall not propose any prohibited technology as defined in the law (a) "Prohibited technology" means any information technology deemed to pose an unacceptable risk to the security of the United States and/or the State of Mississippi by Mississippi and/or federal law, regulation, or guidance.

9. Approval to Participate in the EPO Process

9.1 A Vendor is awarded participation in the EPO Pool once the vendor's offering has been approved through:

9.1.1 Successful validation of the proposal, and

9.1.2 The EPO Purchase Agreement has been fully executed, and

9.1.3 Vendor's EPO information has been posted to the respective EPO page on the ITS website

9.2 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.

10. Contract Validity

All EPO Purchase Agreements, including any Amendments or Assignments, are valid only if signed by the Executive Director of ITS.

11. **Order of Contract Execution**
Vendors will be required to sign contracts before the Executive Director of ITS signs.

12. **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.

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. **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.

15. **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.

15.1 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.

15.2 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.

15.3 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.

16. **ITS Approval of Subcontractor Required**

Unless provided in a future solicitation issued in accordance with this RFP, 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. The State 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.

17. **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 a future solicitation.

18. **References to Vendor to Include Subcontractor**

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

19. **Outstanding Vendor Obligations**

19.1 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.

19.2 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.

19.3 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.

20. **Equipment Condition**
For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to ITS specifications.

21. **Pricing Guarantee**
Unless stated to the contrary in the solicitation, pricing proposed as a part of a future solicitation must be guaranteed for a minimum of ninety (90) days.

22. **Americans with Disabilities Act Compliance for Web Development and Portal Related Services**
All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.

23. **Ownership of Developed Software**

23.1 When specifications require the Vendor to develop software for the State, the Vendor must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation.

23.2 The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.

24. **Ownership of Custom-Tailored Software**
In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs of the State, the Vendor must offer the State an application license entitling

the State to use, and/or alter the software without restriction. These requirements apply to source code, object code, and documentation.

25. **Terms of Software License**
The Vendor acknowledges and agrees that the term of all software licenses provided to the State shall be perpetual unless stated otherwise in the Vendor's proposal.

26. **The State is Licensee of Record**
The Vendor must not bypass the software contracting phase of a project by licensing project software intended for State use in its company name. Upon award of a project, the Vendor must ensure that the State is properly licensed for all software that is proposed for use in a project.

27. **Compliance with Enterprise Security Policy.**
As applicable, Vendor understands and agrees that all products and/or services provided by the Vendor under this agreement must allow customers to be and remain in compliance with the State of Mississippi's Enterprise Policies and Standards, copies of which can be found on the ITS website. Any required contract terms and conditions of these policies are expressly incorporated herein by reference. The State reserves the right to update existing policies and/or introduce a new policy during the term of this agreement. The Parties agree to work in good faith to resolve any compliance gaps identified with any new or revised policies applicable after the execution of the agreement. If, at any time during the term of the agreement, the products and/or services provided under this agreement do not allow the customer to be and remain in compliance with the State of Mississippi's Enterprise Policies and Standards (new, revised, and/or existing), the State shall have the right to terminate the agreement without assessment of any penalties or fees, and Vendor shall be paid for all products and/or services rendered prior to the date of termination, and Vendor shall refund any and all applicable unexpended prorated fees previously paid by the customer.

28. **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 the ITS Procurement Handbook on the ITS website at:

https://www.its.ms.gov 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.

29. **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.

30. **Proposal Bond**
The Vendor is not required to include a proposal bond with its RFP proposal.

31. **Performance Bond/Irrevocable Bank Letter of Credit**
The Vendor is not required to include the price of a performance bond or irrevocable bank letter of credit with its RFP proposal.

32. **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.

33. **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. The ITS Procurement Protest Policy is available in the ITS Procurement Handbook on the ITS website at:

https://www.its.ms.gov or from ITS upon request.

34. **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 Procurement Policy. The outside of the envelope must be marked "Protest" and must specify RFP Number 5026.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the ITS Executive Director with its written protest, and maintain in effect

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

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

35. **Mississippi Employment Protection Act**

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

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

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

SECTION V
PROPOSAL EXCEPTIONS

To maintain consistency amongst all Vendors, exceptions to this RFP, Attachment A: *Technical Specifications*, and Exhibit A: *EPO Purchase Agreement* are not allowed.

Exceptions to this RFP are not allowed. If the Vendor does not understand any item in any section, then the Vendor must e-mail the EPL Team with the item(s) in question prior to submitting a response. Please use the e-mail address indicated on the Cover of this RFP.

SECTION VI
CYBERSECURITY EPO PROCESS SPECIFICATIONS

1. ITS Cybersecurity EPO Overview and Background

1.1 This RFP is issued by the Mississippi Department of Information Technology Services to establish an EPO which consists of a pool of Vendors that can provide a defined scope of product categories and expertise relating to Cybersecurity.

1.2 When an ITS customer uses an EPO as their procurement authority, that customer is accepting, by their use of the instrument, the requirements as prescribed in the published EPO, the underlying RFP, and when applicable, the EPO Purchase Agreement or contract executed by the EPO vendor and ITS on the customer's behalf.

1.3 Agencies, educational institutions (e.g. public and private universities, community/junior colleges, K-12 schools), and governing authorities of the State of Mississippi may, but are not required to, use the lists to make information technology purchases in accordance with ITS procedures and guidelines.

1.4 No pricing is provided in response to this RFP. All pricing will be provided by Vendor when a solicitation is issued to the vendor pool resulting from this RFP.

1.5 Customers will be required to issue solicitations to all Cybersecurity EPO Vendors for the specific categories requested regardless of the project cost. Although the customer must solicit responses from all vendors, it is not required that all vendors respond to all solicitations.

1.6 The EPO resulting from this RFP will be available for review on the ITS Website (https://www.its.ms.gov) under "Procurement" then "Express Procurement Options".

2. Vendor Web Conference

2.1 Prior to the initial opening, a virtual vendor conference will be held as noted in the project schedule in the next item. Attendance at the Vendor Conference is not mandatory but is highly recommended.

2.2 To access the web conference, Vendor must contact the EPL Team via e-mail no later than Wednesday, November 18, 2026 to receive access instructions.

2.3 Vendors should contact the EPL Team via e-mail prior to the conference with any particular request of material to be covered during the conference.

2.4 This conference is for those vendors interested in submitting a response at the initial opening. For those vendors interested in responding after the initial opening, the questions/answer document will be posted on the RFP download page. Also, these vendors may request a call to discuss any questions.

3. Procurement Project Schedule and Processing Information

Task	Date
Initial Publishing	
First Advertisement Date for RFP	11/10/2026
Second Advertisement Date for RFP	11/17/2026
Vendor Conference	3:00 p.m. Central Time on 11/19/2026
Deadline for Vendor's Written Questions	3:00 p.m. Central Time on 11/23/2026
Deadline for Questions Answered and Posted to ITS Website	12/04/2026
Begin Opening Proposals	3:00 p.m. Central Time on 12/07/2026
Begin Processing of Proposals	12/07/2026
Deadline for Receipt of Proposals to be Considered for Initial Publication	3:00 p.m. Central Time on 12/18/2026
Notification of Initial Award	01/11/2027
Cybersecurity EPO 5026 Available For Use	01/11/2027
Ongoing Publishing	
Acceptance of New Vendors after initial opening	Beginning the day following the initial proposals have been opened
Processing of New Vendors after initial publishing	Beginning the day following the EPO is Available For Use
Cybersecurity EPO 5026 Expires	Does not expire until terminated by ITS with 30 days notice.

3.1 Prior to the initial opening of the RFP, Vendors may request additional information or clarifications to this RFP using the following procedure:

3.1.1 Vendors must clearly identify the specified paragraph(s) in the RFP that is in question. Vendor must include the RFP Section Number and Item Number the question is referring to.

3.1.2 Vendor must deliver a written document to the EPL Team at ITS by the date and time noted in the Project Schedule. This document may be delivered by hand, mail, e-mail, 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 the EPL Team to verify the receipt of their document. Documents received after the deadline will be rejected.

3.2 All questions will be compiled and answered, and a written document containing all questions submitted and corresponding answers will be posted on the ITS website by close of business on the day noted in the Project Schedule. This document will be the basis of a FAQ document to be maintained on the ITS website throughout the life of the EPO.

3.3 New Vendors may be added throughout the life cycle of this RFP. Once the initial question and answer period has ended, vendors may submit their questions to the EPL Team.

3.4 Any proposal received after the initial opening date will be processed as time permits and not before the first publishing of the EPO.

3.5 Proposals received in response to this RFP will be used through the expiration noted in the Project Schedule and may be extended at the State's option for an additional period or periods if the Vendor is willing to do so. The Vendor will be given the option to remain if an extension is requested.

3.6 There will be no sole winning Vendor in response to this RFP. Submission of a response to this RFP will not automatically qualify the Vendor's proposal in providing products and services listed in this RFP. ITS will notify Vendor of acceptance or rejection for inclusion on the EPO.

3.7 During the evaluation of the Vendor's response, ITS will notify the Vendor of any deficiencies and provide an opportunity to make any corrections.

3.8 ITS reserves the right to revoke approval after original acceptance. ITS will notify the Vendor in writing if approval is revoked.

4. Statement of Understanding

4.1 Each EPO is unique to ITS, administered under ITS policies and procedures, and not to be construed to apply or operate in any other manner by either Vendors or governmental entities.

4.2 ITS uses EPO's in combination with General RFPs in many routine procurements. ITS reserves the right to use the Vendor's EPO response in the same capacity as a General RFP. A General RFP is an unpublished collection of Vendors' proposals for types of products or services used internally by ITS to solicit configurations and pricing through the Letter of Configuration (LOC) process on a project-by-project basis.

4.3 ITS reserves the right to update/add to this RFP such as adding categories.

4.4 Any Vendor violating EPO policy may be removed for a period determined at the time of removal and a bond may be required with Vendor's next proposal submittal.

4.5 In cases where there are problems during the life of the EPO due to Vendor's inability to finance purchases, ITS reserves the right to take corrective action, up to and including disqualification from participation in the EPO process.

4.6 Vendor failing to submit sales reporting information or to pay invoices may be subject to corrective action, up to and including disqualification from participation in the EPO process. Sales reporting information can be found in Section VII: *Sale Reporting Requirements*.

4.7 The Vendor must receive written approval from the State before advertising or referencing the award of a 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. Any description or interpretation of ITS EPO policy, this RFP, or any ITS EPO documents published from the responses to this RFP should be an exact, current, and complete quotation with the source identified. Examples include the published EPO, the ITS Procurement Handbook, or the RFP number in question. ITS recommends that you reference our website in any marketing publications or provide a link to our website from your website.

4.8 As a condition for remaining on the EPO, Vendor must be willing to support our customers with timely responses to e-mails and calls for information regarding the products and pricing proposed by Vendor's company, including but not limited to timely responses to solicitations.

4.9 ITS is not requiring that a Vendor respond to a solicitation for every project under this RFP. However, it is ITS' expectation that Vendors will make best efforts to respond to as many project requests as feasible. Lack of participation by Vendor in this process could result in suspension or removal from the EPO.

4.10 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.

4.11 Pricing is a major concern of ITS. Therefore, when responding to solicitations, Vendors must use a pricing structure comparable to national pricing trends, NASPO, other statewide contracts, or other prominent pricing benchmark in terms of volume discounts.

4.12 The Vendor's response to a customer solicitation must specify delivery and installation intervals after receipt of order.

4.13 The Vendor must explicitly state how long the proposal will remain valid. Unless stated to the contrary in a solicitation pricing must be guaranteed for a minimum of ninety (90) days.

4.14 Vendors must be aware that EPO customers may require additional approvals before continuing with a project, such as oversight boards or committees.

4.15 It is the intent of ITS that Exhibit A: *EPO Purchase Agreement* and the Terms and Conditions of this RFP provide the contractual basis for purchases made from the EPO, and that additional contracts among ITS, the Vendor, or the EPO customer will not prove necessary. However, should an EPO customer require a supplemental agreement at the time of sale to define a particular project, additional appropriate terms and conditions needed on a project may be negotiated between the Vendor and EPO customer.

4.16 Unless provided in a future solicitation issued in accordance with this RFP, 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. The State 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.

4.17 Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor's solicitation submission.

4.18 To protect the State's interest, the State reserves the right to attempt to resolve the contractual disagreements that may arise between the Vendor and its subcontractor after award of the contract.

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

4.20 All proposed products using this EPO must be new.

4.21 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.

4.22 All components on a Vendor's proposal must be EPO-Items. Products or services purchased in conjunction with EPO products that are not specifically described and authorized on the published EPO are "Non-EPO Items" and the authority for purchasing such items must come from public purchasing dollar limitations or other procurement tools. "Non-EPO Items" should NOT be included in the same purchase order as EPO Items to avoid confusion and allow MAGIC customers to correctly enter the purchase order information into MAGIC.

4.23 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.

4.24 Costs that are not clearly identified on a response to a solicitation will be borne by the Vendor. Reported issues such as omissions, errors, misrepresentations, or inadequate details in the Vendor's responses to solicitations may be grounds for suspending or removing Vendor from the pool.

4.25 Vendor who is selected for a solicitation should not commence any billable work until a purchase order has been issued. Any work done by the successful Vendor prior to the issuance of a purchase order is done at the Vendor's sole risk. The State is under no obligation to pay for work done prior to the issuance of a PO.

4.26 Should the State cease doing business with any Vendor selected via a solicitation, for any reason, the State reserves the right to initiate negotiations with the next ranked Vendor.

5. **Technical Specifications**

For the list of approved categories and the functional and technical requirements relevant to this EPO RFP, refer to Attachment A, which is incorporated herein by reference and is considered integral to this RFP. Attachment A is posted on the same website location as this RFP.

SECTION VII
SALES REPORTING REQUIREMENTS

1. Overview

1.1 Vendors whose products and services are approved under this RFP for the Cybersecurity EPO must maintain a record of EPO sales to be reported on a quarterly basis to ITS.

1.2 After the completion of each EPO sales period, the Vendor must submit to ITS a sales report identifying all EPO sales. Upon receipt of the report, ITS will review the report and assess a one percent (1%) EPL Administrative Fee based on the total amount of sales that are reported, in accordance with Mississippi Code Section 25-53-29 (4).

1.3 The EPO Administrative Fee is used by the State to defray the costs associated with soliciting, awarding, and administering EPOs, and is referenced in the *EPO Purchase Agreement*.

1.4 The EPO Administrative Fee is the responsibility of the Vendor. This fee will not be charged directly to the customer in the form of a separate line item or cost increase adjustment.

2. Fee Amount

2.1 Unless defined differently within this RFP's *EPO Purchase Agreement*, the EPO Administrative Fee shall be one percent (1%) of quarterly sales receipts under an active Agreement.

2.2 The EPO Administrative Fee percentage is applicable to amounts where the Vendor has received a purchase order.

3. Method of Assessment

3.1 At the completion of each sales period, the Vendor reviews all sales in preparation for submission of the sales report.

3.2 The Vendor identifies all sales receipts transacted by customers using the EPO as the procurement instrument.

3.3 Vendor submits the sales report to ITS via a properly formatted Excel file.

3.4 After receiving the Vendor's sales report, ITS will review said report and assess the one percent (1%) EPO Administrative Fee based on the total amount of sales listed in the report.

4. Submission Schedule

4.1 Vendor will report EPO sales on a quarterly basis. The exact schedule and other reporting details will be provided to the Vendor after Vendor has received approval to participate on the EPO.

4.2 Within fifteen (15) calendar days following the end of the sales period, the Vendor must submit their sales report to ITS.

4.3 Vendors will be invoiced by the end of the reporting month.

4.4 Vendors must remit its payment of the EPO Administrative Fee to ITS within thirty (30) calendar days of the invoice date.

4.5 Listed below is a SAMPLE of an EPO Administrative Fee Submission Schedule:

Cybersecurity EPO Sales Quarter 1 (May 1st – July 31st)
Sales Report Due by August 15th
Invoice Received from ITS by September 1st
Fee Payment Due by September 30th

5. Vendor Penalties

5.1 Vendor's failure to submit a sales report or submit payment of the EPO Administrative Fees as scheduled may result in suspension until all delinquent reports are submitted and outstanding fees have been paid in full.

5.2 ITS reserves the right to disqualify vendors from reinstatement or consideration for other EPOs if a vendor exhibits a pattern of failing to comply with the requirements set forth within this section.

6. Miscellaneous Information

6.1 ITS EPOs are only available for use by state agencies, local city and county government, and any private or public college or school. Vendors must not include any private sector entity or governmental agency higher than the state level (i.e. federal government agencies) in the sales report.

6.2 Vendors will be required to e-mail their sales report in Excel format. A Word or PDF file is not acceptable. The layout of the report will be included in the reporting instructions sent after Vendor has been approved for the EPO.

6.3 Vendors will be notified where to send the e-mail after they have been added to the EPO.

6.4 If there were no sales during a reporting period, the Vendor will submit an e-mail with “no-sales” in the body. An Excel file is not necessary to report “no sales”.

6.5 ITS reserves the right to request more detailed sales information on an individual basis.

6.6 ITS will compile individual reports into a summary sales report. This summary report will not show individual customers, only the total sales from each Vendor broken down by customer type (Agency, IHL, Community College, K-12, and Governing Authority). The summary report will become the property of ITS with the right to publish, reproduce, or distribute without notification. Vendor’s submission of a response to this RFP will constitute acceptance of this policy. Vendor may request a copy of this report under the ITS Public Records Policy.

6.7 Any requests for copies of an individual Vendor’s sales report or any other information that is part of the Vendor’s proposal will fall under ITS’ Public Records Policy and Procedures.

6.8 The ITS staff places a high value on this historical information. We acknowledge the effort entailed in compiling this information and offer our appreciation in advance.

SECTION VIII
VENDOR QUESTIONNAIRE

INSTRUCTIONS
As noted in Section II, Vendor will use Attachment B: *Vendor Submission Form for Cybersecurity EPO RFP No. 5026* to provide the responses to the items within this Questionnaire.

1. Certifications and General Questions

1.1 Web Amendments

As stated in Section III, ITS will use the ITS website to post amendments and FAQs regarding RFPs. These documents will be posted on the RFP download page before the initial opening through the last date to respond to the RFP. Below is a link to the "RFPs and Sole Sources Advertised" page:

https://www.its.ms.gov/procurement/rfps-and-sole-sources

It is possible that an amendment has been posted after the Vendor downloaded the RFP documents. Before completing the response to this RFP, the Vendor should verify that there have been no new amendments.

The Vendor must certify that they have reviewed a copy of the ITS amendments for this RFP as above stated. Provide this certification by noting the posting date of the most current amendment or by noting "NONE" if no amendment has been posted.

1.2 Vendor Registration Number

1.2.1 ITS is charging a fee for Vendors to participate in the EPO RFP process. This fee will cover the cost of validating and processing the Vendor's RFP response. ITS has partnered with a third-party vendor to develop and maintain a registration application.

1.2.2 The Vendor will pay a proposal processing fee of $150.00 plus associated eGovernment fees for the RFP response. The Vendor will have two payment options. Associated total charges are outline below.

1.2.2.1 $155.34 for each credit card transaction (VISA, MasterCard, American Express, or Discover)

1.2.2.2 $151.25 for each ACH/eCheck transaction

1.2.3 Provided below are the steps for the registration process:

Go to the EPL RFP Vendor Registration application located at the following address: https://www.ms.gov/its/epl_registration/

The Vendor will be prompted to provide contact information. Once all contact information has been successfully provided, the Vendor will be directed to a "disclaimer" page:

"In order to make payment and complete your registration, you will be redirected to the Mississippi Enterprise Payment System. You will be guided through the payment process and then be returned here to receive your payment confirmation and any additional requirements that may apply. By using this payment system, you attest that you are the account holder or have the written authority to use said account for the purpose of completing the financial obligations and that sufficient funds are available."

Next, the Vendor will be sent to the common checkout page (CCP). A "Transaction Summary" will be displayed, the Vendor will be prompted to select their method of payment (credit/ACH), and then complete the payment process.

After the payment has been successfully transmitted, a receipt confirmation will be generated for the Vendor's records. This receipt will also be e-mailed to the Vendor at the e-mail address provided in the CCP.

The Vendor's registration number will be listed on the "receipt" page. It will be in the following format: "*5026-####*".

1.2.4 It is the Vendor's responsibility to check if their company has already registered. ITS is not responsible for duplicate payments.

1.2.5 The registration fee is non-refundable. No refunds will be issued if a Vendor registers but does not submit their response.

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

1.3.1 **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://www.dfa.ms.gov/vendors

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

All Vendors must furnish ITS with their 10-digit MAGIC Vendor code (begins with the number 3 not "VND").

1.3.2 **Vendor Self-Certification Form:** The State of Mississippi, in an effort to capture participation by minority Vendors, asks that any Vendor who can claim status as a Minority Business Enterprise or a Woman Business Enterprise submit substantiating documentation with their proposal.

1.3.3 This information is for tracking/reporting purposes only and will not be used in determining which Vendor will be chosen for the project.

For Mississippi Vendors, 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 e-mail at minority@mississippi.org. For information on the Mississippi Minority Business Registry, please follow the link below:

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

1.4 **Certification of Authority to Sell**

The Vendor must certify that they are 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? Vendor must respond with "yes".

1.5 **Compliance with National Defense Authorization Act**

For responses Vendor makes to all future solicitations to the EPO pool generated from this RFP, the Vendor must provide equipment that is in compliance with the National Defense Authorization Act, Section 889. Vendor must respond with "will comply".

1.6 **Compliance with National Security on State Devices and Networks Act**

For responses Vendor makes to all future solicitations to the EPO pool generated from this RFP, the Vendor shall not provide or propose to provide any prohibited technology as defined under the National Security on State Devices and Networks Act, Mississippi Code Ann. Section 25-53-193. A list of excluded companies is maintained on the Security area of the ITS website:

https://www.its.ms.gov/services/security/prohibited-technology

Failure to meet this requirement may disqualify vendor from consideration. Vendor must respond with "will comply".

1.7 **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:

1.7.1 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.)

1.7.2 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.

1.8 Pending Legal Actions

1.8.1 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.)

1.8.2 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.)

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

1.8.4 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.

1.9 Federal Bankruptcy

1.9.1 Is the Vendor under federal bankruptcy proceedings? (A yes or no answer is required.)

1.9.2 If your answer to the above is "yes", please describe. Refer to Section IV: Item 19 Outstanding Vendor Obligations for more information.

1.10 Non-Disclosure of Social Security Numbers

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

1.11 W9

Vendor must include a current W9 with their RFP response.

1.12 Certification of Liability Insurance

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

1.13 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 35, for additional information. Below is a link to the E-Verify site:

https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

1.14 Vendor Internal Security Controls

Vendor must certify by stating "Will Comply" that the following controls are implemented and maintained within its organization and for each product and service it offers through this EPO, to the extent applicable to the product or service:

1.14.1 Maintains a documented information-security policy

1.14.2 Maintains and inventory of its information systems and device

1.14.3 Uses access controls it limit systems and information to authorized personnel

1.14.4 Requires MFA for privileged/administrative access where technically supported

1.14.5 Maintains a process for applying security patches and addressing known vulnerabilities

1.14.6 Uses appropriate malware protection or equivalent security controls where applicable

1.14.7 Maintains procedures for detecting and responding to cybersecurity incidents

1.14.8 Maintains procedures for protecting customer information

1.14.9 Maintains backups or other recovery mechanism appropriate to its business operations

1.14.10 Provides cybersecurity awareness training to personnel with access to information systems

2. Company Profile

2.1 Date established (minimum one (1) year requirement)

2.2 Corporate status – If not a corporation, explain the type of business structure such as LLC or partnership.

2.3 Explain if the company has had a name change, merger, or division within the last year that would explain that the "date established" meets the one (1) year requirement due to such changes in ownership.

2.4 Corporate office location

2.5 List the office location(s) that will be used to serve Mississippi. Designate for each office whether it is used for sales, installation, and/or after purchase support. Provide street addresses for each. If any are a home or virtual office, provide that information.

2.6 Describe the number of staff who are employees of the Vendor.

2.7 List any of ITS' EPOs and/or EPLs the vendor currently or previously has participated in. Also, include if the Vendor has participated with ITS on any NASPO Cooperatives or General RFPs released by ITS.

3. **Categories and Manufacturers**
Provided below are the categories that make up the Cybersecurity EPO. Please respond "Yes" or "No".

3.1 Endpoint & Device Security

3.2 Network & Perimeter Security

3.3 Cloud & Application Security

3.4 Messaging & Collaboration Security

3.5 Monitoring & Threat Detection

3.6 Data Protection & Resilience

3.7 Incident Response Services

3.8 Security Assessment Services

4. **References**

4.1 The Vendor must provide at least Five (5) references consisting of Vendor accounts that the State may contact. Required information includes customer contact name, address, telephone number, e-mail address, and engagement starting and ending dates. Vendor will use the *Vendor Information Submission Form* to provide this information. 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.

4.2 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:

4.2.1 Failure to provide reference information in the manner prescribed;

4.2.2 Inability of the State to substantiate minimum experience or other requirements from the references provided;

4.2.3 Non-responsiveness of references to the State's attempts to contact them; or

4.2.4 Unfavorable references that raise serious concerns about material risks to the State in contracting with the Vendor for the proposed products or services.

4.3 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:

4.3.1 The reference installation must be for a project similar in scope and size to the project for which this RFP is issued;

4.3.2 The reference installation must have been operational for at least one (1) year.

4.4 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 governmental agencies or educational institutions or governing authorities 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.

4.5 Reference information available to the State will be used as follows:

4.5.1 As documentation supporting mandatory experience requirements for companies, products, and/or individuals, as required in this RFP;

4.5.2 To confirm the capabilities and quality of a Vendor, product, or individual for the proposal deemed lowest and best, prior to finalizing the award.

4.6 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.

EXHIBIT A
EPO PURCHASE AGREEMENT

1. A PDF version of the agreement is provided as a separate link on the RFP No. 5026 Download Page noted below:

   https://www.its.ms.gov/procurement/RFPs_and_sole_sources_advertised

2. Due to the uniformity among EPO Vendors, the terms of the *EPO Purchase Agreement* are non-negotiable. No edits or changes in the terms and conditions of this document will be made. A Vendor unwilling to execute this agreement should not submit a response to this RFP.

3. Once a Vendor has been approved, ITS will send the full agreement for Vendor's signature. It will become a part of any contract resulting from this proposal. ITS recommends that the customer and Vendor evaluate the need for additional contracts at the time of purchase.