RFP No: 3731

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until **January 7, 2014 @ 3:00 p.m.** Central Time for the acquisition of the products/services described below for **Mississippi Board of Cosmetology**.

Acquisition of a Testing Administrator and Testing Sites

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:

Tangela Harrion
Technology Consultant
Information Technology Services
3771 Eastwood Drive
Jackson, MS 39211
(601) 432-8112
Tangela.Harrion@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. 3731
due January 7, 2014 @ 3:00 p.m.,
ATTENTION: Tangela Harrion

_____

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. 3731.

_____ 1) One clearly marked original response and **ten (10)** identical copies of the complete proposal. 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)

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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.

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

   8.1 The Vendor is required to submit one clearly marked original response and **ten (10)** identical copies of the complete proposal, including all sections and exhibits, in three-ring binders.

   8.2 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.

8.3 Number each page of the proposal.

8.4 Respond to the sections and exhibits in the same order as this RFP.

8.5 Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.

8.6 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.)

8.7 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."

8.8 Where an outline point asks a question or requests information, the Vendor must respond with the <u>specific</u> answer or information requested.

8.9 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*.

8.10 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.

8.11 The Vendor must fully respond to <u>each</u> requirement within the *Technical Specifications* by fully describing the manner and degree by which the proposal meets or exceeds said requirements.

9. 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*.

10. **ITS** reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing **ITS** staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to

provide the information in the manner required may, at the State's discretion, result in the disqualification of the Vendor's proposal.

11. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **ITS**.

12. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:

    12.1 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.

    12.2 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.

    12.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.

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

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

    12.6 The Vendor must submit one clearly marked original and **ten (10)** copies of the clarification.

    12.7 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).

13. **Communications with State**

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

    13.1 The State's contact person for the selection process is: Tangela Harrion, Technology Consultant, 3771 Eastwood Drive, Jackson, MS 39211, 601-432-8112, Tangela.Harrion@its.ms.gov.

13.2 Vendor may consult with State representatives as designated by the State's contact person identified in 13.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.

SECTION III
VENDOR INFORMATION

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

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

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

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

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

   http://www.its.ms.gov/Procurement/Pages/RFPS_Awaiting.aspx

   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 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 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 Statewide Automated Accounting System ("SAAS") 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.state.ms.us.

13.2 For state agencies that make payments through SAAS, 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. Should the requirement for electronic invoicing be implemented during the term of the project contract, the State will work with the Vendor to determine a reasonable timeframe for initiating electronic invoicing.

13.3 Items 13.1 and 13.2 only apply to state agencies that make payments through SAAS. 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.

The Enterprise Security Policy is available to third parties on a need-to-know basis. The Vendor may request individual sections of the Enterprise Security Policy or request the entire document. Vendor must provide contact information (name, email address, phone number) to the State's contact person identified in Section II, Item 13.1 who will coordinate the secure delivery of the requested information.

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://dsitspe01.its.ms.gov/its/procman.nsf/f4ad43bd44ad9d8c86256daa0063e1f0/bb780b5a8360c3138625765d004e4aff?OpenDocument 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, with the exception of information contained in contract exhibits identified and labeled as confidential during the contract negotiation process. **ITS** will provide third-party notice of requests for any such confidential exhibits to allow Vendor the opportunity to protect the information by court order as outlined in the **ITS** Public Records Procedures.

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

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://dsitspe01.its.ms.gov/its/procman.nsf/f4ad43bd44ad9d8c86256daa0063e1f0/f227957c9c49a38a8625767900790c4e?OpenDocument 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 3731.

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.

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. **Statewide Automated Accounting System (SAAS) Information for State of Mississippi Vendor File**

   1.1 **SAAS Vendor Code**: Any Vendor who has not previously done business with the State and has not been assigned a SAAS Vendor code should furnish a signed copy of an IRS W-9 form with the proposal. A copy of the W-9 Form can be obtained at the following link on the **ITS** website:

   http://www.its.ms.gov/Procurement/Pages/Vendor.aspx

   Vendors who have previously done business with the State should furnish **ITS** with their SAAS Vendor code.

   SAAS Vendor Code: _____ OR Signed W-9 Form Attached: _____

   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.

   Minority Vendor Self-Certification Form Included: _____
   Minority Vendor Self-Certification Form Previously Submitted: _____
   Not claiming Minority/Women Business Enterprise Status: _____

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 If so, provide a copy of same and state with specificity the current status of the proceedings.

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. **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.)

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 <u>specific</u> answer or information requested.

1.7 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

2. Mandatory Provisions

2.1 Certain items in the technical specifications of this RFP are MANDATORY. Vendors are specifically disallowed from taking exception to these mandatory requirements, and proposals that do not meet all mandatory requirements are subject to immediate disqualification.

2.2 Vendors must agree to accommodate changes in Mississippi Law and changes in the policies and procedures adopted by the Board of Cosmetology throughout the life of the Agreement.

2.3 Vendor must agree to the following Fees Schedule for the Written Examination and the Practical. This Fee Schedule which is set by the Mississippi State Board of Cosmetology (BOC) Board must remain the same throughout the term of the Agreement and any renewal terms.

2.3.1 The Written Examination for Cosmetologists, Estheticians, and Manicurists must be no more than $50.00 and no more than $75.00 for the Practical.

2.3.2 The Written Examination for Instructors shall be no more than $75.00 and no more than $100.00 for the Practical.

2.4 If the cost to retake multiple portions of the examination exceeds the cost of the full examination, then the Vendor must allow the Candidate the option to pay the cost of the full examination.

2.5 Vendor must not allow or accept money from a Candidate to take a Written Examination or Practical without an official approval letter from BOC.

2.6 Vendor's examinations must either be from a currently developed industry examination or developed by the Vendor and must be legally defensible. Vendor must submit a sample of their proposed Written Examination with their proposal response.

2.7 BOC will not consider any Vendor proposing Candidates take their Written Examinations on-line. All Written Examinations must be computer-based in an approved testing facility.

3. General Overview and Background

The mission of the Mississippi State Board of Cosmetology (BOC) is to regulate the instruction and practice of cosmetology and related professions by establishing rules and regulations relating to qualifications for licensure and procedures for the administration of examination prior to licensure, and by establishment of rules and regulations setting forth sanitation requirements for the operation of cosmetological establishments, for the benefit of the consumer and for the public health. Currently, there are a total of 51 Cosmetology schools in the State of Mississippi.

Current Process for Candidates to Take Examinations
Once a Candidate has successfully completed their courses their School will submit to BOC the Candidate's Final Hour Report. The Candidate must submit an Examination Approval Form to the BOC. Once BOC approves the Candidate to take their exam an Approval Letter is sent to the Candidate. The Candidate can register and pay on-line to take their Written Examination and/or Practical.

On the day of testing, the Candidate must present to the Testing Administrator their Approval Letter from the BOC. Candidate is then permitted to take either the Written Examination or the Practical depending on which exam they scheduled to take first. If the Approval Letter is not presented on the day of their exam, the Candidate will be turned away by the Testing Administrator and forfeit their exam fee.

Once the Candidate has taken the computerized Written Examination, the results are sent to BOC within 24 – 48 hours. If the Candidate fails the Written Examination for the first time, Candidate must request and receive another Approval Letter from BOC. After receipt of the Approval Letter, there is no waiting period from the time of the first failed Written Examination to the retake of the second or third Written Examination. (NOTE: Candidate can still take the Practical even though they failed the Written Examination.)

Once the Candidate receives the BOC Approval Letter, Candidate can then register and pay on-line to retake the Written Examination for the second and/or third time. The Candidate must present a new BOC Approval Letter each time to the Testing Administrator on the day of their scheduled retake examination or they will be turned away and forfeit their exam fee.

If the Candidate fails the test for the third time, then the Candidate must go back to the School for assistance. Once the Candidate completes the requirements to retake the Written Examination, then Candidate can go back through the process seeking BOC approval and register on-line as stated above.

Once the Candidate has taken their Practical, the results are sent to BOC within 24 – 48 hours. If the Candidate fails the Practical for the first time, Candidate must request and receive another Approval Letter from BOC. After receipt of the Approval Letter, there is no waiting period from the time of the first failed Practical to the retake of the second or third Practical. (NOTE: Candidate can still take the Written Examination even though they failed the Practical.)

Once the Candidate receives the BOC Approval Letter, Candidate can then register and pay on-line to retake the Practical for the second and/or third time. The Candidate must present a new BOC Approval Letter each time to the Testing Administrator on the day of their scheduled retake Practical or they will be turned away and forfeit their exam fee.

If the Candidate fails the test for the third time, then the Candidate must go back to the School for assistance. Once the Candidate completes the requirements to retake the Practical then Candidate can go back through the process seeking BOC approval and register on-line as stated above.

Instructors are required to take the Practical which is tested in two techniques:
1) Theory, and
2) Creating the lesson on-site by drawing from three items.

Issuance of License
Once Candidate has successful passed both the Written Examination and Practical then the Candidate must submit an application for initial licensure form along with the fee and their score sheet(s). BOC verifies the scores and issues a license, which usually takes 2 – 3 weeks.

Candidate's passing scores are good for up to three (3) years, however test must successful be passed within 1 year of course completion to receive a license otherwise additional hours will be required.

BOC is seeking a Vendor to provide testing administration for their Candidates. The table below illustrates the number of Candidates who have taken Written Examinations and Practicals from January 1, 2012 through December 31, 2012. BOC cannot guarantee the number of Candidates who will take the Written Examination or Practical during the proposed agreement term. BOC does not have accurate data prior to January 1, 2012.

CATEGORIES	WRITTEN	PRACTICAL
Cosmetologist	1,042	1,001
Manicurist	190	159
Esthetician	36	35
Instructor	41	N/A
Cosmetology Instructor	N/A	35
Esthetician Instructor	N/A	2
Manicurist Instructor	N/A	0

The table below illustrates the number of Candidates who have retaken or rescheduled their Written Examinations and/or Practicals from January 1, 2012 through December 31, 2012. NOTE: These figures do not indicate if the Candidate actually failed their examination. These figures can be used as an estimate for pricing the retake fees.

CATEGORIES	WRITTEN	PRACTICAL
Cosmetologist	271	68
Manicurist	56	5
Esthetician	1	1
Instructor	0	0
Cosmetology Instructor	N/A	4
Esthetician Instructor	N/A	0
Manicurist Instructor	N/A	0

BOC has a current contract with Pearson Vue to provide testing administrator services.

4. Procurement Project Schedule

Task	**Date**
First Advertisement Date for RFP	11/05/13
Second Advertisement Date for RFP	11/12/13
RFP Published	11/26/13
Deadline for Vendor's Written Questions	3:00 p.m. Central Time on 12/06/13
Deadline for Questions Answered and Posted to ITS Web Site	12/20/13
Open Proposals	01/07/14
Begin Evaluation of Proposals	01/08/14
Vendor Presentations	01/13/14
BOC Board Presentation	TBD
Begin Contract Negotiations	02/24/14
Begin Proposed Candidate Testing	04/01/14

5. Statement of Understanding

5.1 Vendors may request additional information or clarifications to this RFP using the following procedure:

5.1.1 Vendors must clearly identify the specified paragraph(s) in the RFP that is in question.

5.1.2 Vendor must deliver a written document to Tangela Harrion at **ITS** by December 6, 2013 at 3:00 p.m. Central Time. This document may be delivered by hand, mail, email, or fax. Address information is given on page one of this RFP. The fax number is (601) 713-6380. **ITS WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF QUESTION DOCUMENTS**. It is solely the responsibility of the vendor that the clarification document reaches **ITS** on time. Vendors may contact Tangela Harrion to verify the receipt of their document. Documents received after the deadline will be rejected.

5.2 All questions will be compiled and answered, and a written document containing all questions submitted and corresponding answers will be posted on the **ITS** web site by close of business on December 20, 2013.

5.3 Candidate testing must begin on Tuesday, April 1, 2014.

6. Testing Administrator Qualification Requirements

6.1 The Vendor must provide a description of his organization with sufficient information to substantiate proven expertise in the products and services being requested in the RFP. Information to be specified includes but is not limited to:

6.1.1 Disclosure of any company restructurings, mergers, and acquisitions over the past 3 years that have impacted any products or services the Vendor has included in this proposal;

6.1.2 The location of its principal office and the number of executive and professional personnel employed at this office;

6.1.3 The number of years the Vendor has been providing cosmetological testing administrator services being proposed;

6.1.4 List the states in which the Vendor is currently providing or has provided, cosmetological testing administrator services.

6.1.5 The organization's size (e.g., employees, offices, locations) and structure (e.g., state, national, or international organization);

6.1.6 Whether the Vendor is based locally, regionally, nationally, or internationally as well as its relationship to any parent firms, sister firms, or subsidiaries;

6.1.7 If incorporated, the Vendor must provide the name and the state of incorporation; and

6.2 The Vendor proposal must contain an organizational chart identifying personnel proposed for the project and the chain of command inside the Vendor's organization for that designated staff.

6.3 Vendor must assign and provide contact information for a main account manager and a backup account manager to work with BOC Executive Director or designee.

6.4 Vendor must describe their escalation procedures and provide contact information for BOC to contact to resolve any issues that may arise during the contract period.

6.5 BOC must have access to a list all registered Candidates that the testing facility has registered to take their Written Examination and/or Practical. Vendor must state how they will accommodate this request.

7. Functional Requirements

7.1 Testing Administrator Requirements

7.1.1 Communication will be with the BOC Executive Director and Vendor will not contact Board Members directly.

7.1.2 The Mississippi State Board of Cosmetology (BOC) and agents of the Board must be permitted to make unannounced visits to observe testing for compliance.

7.1.3 Vendor must create a Conflict of Interest Agreement stating the examiner will not test students from affiliate school. (Affiliate school meaning the examiner cannot test a student from the same school the examiner graduated from or currently teach at that school.) Vendor must submit the draft Conflict of Interest Agreement to BOC for review and approval prior to the examiner's first examination.

7.1.4 Vendor must attend quarterly status meetings with BOC Board to provide updates.

7.1.5 Vendor must respond to Board inquiries via the BOC Executive Director within 48 hours or less.

7.1.6 The Vendor must grant special accommodations for Candidates pursuant to American Disabilities Act (ADA).

7.1.6.1 The Vendor must provide a monthly report to BOC of all requests received for special accommodations and the Vendor's action.

7.1.7 The Testing Administrator must administer the following types of examinations to Candidates:

7.1.7.1 Computer-based Written Examinations for all disciplines;

7.1.7.2 Cosmetologist Practicals;

7.1.7.3 Esthetician Practicals;

7.1.7.4 Manicurist Practicals; and

7.1.7.5 Instructor Practicals.

7.1.8 Awarded Vendor must work with BOC to setup an Approval Code Process, which will consist of the following items:

7.1.8.1 Candidate's Name;

7.1.8.2 Candidate's Unique ID

7.1.8.3 BOC Approval Code;

7.1.8.4 Eligibility Date (time frame to take and pass all portions of the exam.)

7.1.8.5 Type of Test;

7.1.8.6 Number of Times; which should not exceed three times as BOC requires that the Testing Administrator must have in place a block for three times test failure.

7.2 Testing Location Sites

7.2.1 Vendor must have testing sites for both the Written and Practical Examinations.

7.2.2 For the Written Examination, the testing site must have the capability for the Candidate to take a computerized examination.

7.2.2.1 If the proposed testing site is at a Community or Junior College and it has a Cosmetology School then no tests can be administered in that school's Cosmetology building(s).

7.2.2.2 If the testing site is not located at a Community or Junior College, then awarded Vendor must obtain prior approval from BOC.

7.2.2.3 Vendor must agree to have, or setup sites in the following locations and agree to administer the Written Examinations noted below:

7.2.2.3.1 Jackson

7.2.2.3.2 Hattiesburg

7.2.2.3.3 Meridian

7.2.2.3.4 Tupelo

7.2.2.3.5 Gulfport/Biloxi

7.2.2.3.6 Senatobia

7.2.2.3.7 Central Mississippi Correctional Facility which is located in Pearl, Rankin County (on an as-needed basis or upon request).

7.2.2.3.8 Mobile, Metairie, and Memphis (Written only)

7.2.2.3.9 If the Vendor does not have sites in the above listed locations, then Vendor must agree to set up those sites and begin testing within 30 days after contract execution or April 1, 2014, whichever comes first.

7.2.3 For the Practical, the testing site must be at either a hotel, Community or Junior College or a BOC approved testing facility.

7.2.3.1 If the proposed testing site is at a Community or Junior College and the College has a Cosmetology School then no tests can be administered in that school's Cosmetology building(s).

7.2.3.2 If the testing site is not located at a hotel or Community or Junior College, then awarded Vendor must obtain prior approval from BOC.

7.2.3.3 Vendor must agree to have, or setup sites in the following locations and agree to administer the Practical according to the frequency noted below:

7.2.3.3.1 Jackson (Practical at least 2x month)

7.2.3.3.2 Hattiesburg (Practical at least 1x month)

7.2.3.3.3 Meridian (Practical at least 1x month)

7.2.3.3.4 Tupelo (Practical at least 1x month)

7.2.3.3.5 Gulfport/Biloxi (Practical at least 1x month)

7.2.3.3.6 Senatobia (Practical at least 1x month)

7.2.3.3.7 Central Mississippi Correctional Facility which is located in Pearl, Rankin County (on an as-needed basis or upon request).

7.2.3.3.8 If the Vendor does not have sites in the above listed locations, then Vendor must agree to set up those sites and begin testing within 30 days after contract execution or April 1, 2014, whichever comes first.

7.3 Written Examination Requirements for both Candidates and Instructor Candidates

7.3.1 Vendor must create a Written Examination Check List for the day of the Written Exams. The check list must consist of the following:

7.3.1.1 Verify Candidate's name;

7.3.1.2 Candidate's address;

7.3.1.3 Eligibility Date;

7.3.1.4 School Code;

7.3.1.5 Test Type;

7.3.1.6 Take Photo of Candidate and

7.3.1.7 Check and verify Candidate against two (2) forms of ID.

7.3.2 Vendor must follow the Written Examination Checklist as well as verify the Candidate is eligible to take their Written Examination on that day.

7.3.3 On the day of the examination, the Testing Administrator must verify the Candidate's information prior to the test: name, address, eligibility date and school code, test type and check ID.

7.3.3.1 On the day of the Written Examination, the Testing Administrator must take a picture of the Candidate and send the photo along with the test scores to BOC via email or an agreed upon method between the awarded Vendor and BOC within 24 – 48 hours of completing the Written Examination.

7.3.4 Vendor must allow Candidates a maximum time limit for the following Written Examinations:

7.3.4.1 Cosmetologist Examination 2 hours and 15 minutes

7.3.4.2 Manicurist Examination 1 hour and 45 minutes

7.3.4.3 Esthetician Examination 1 hour and 45 minutes

7.3.4.4 Instructor Examination 1 hour and 45 minutes

7.3.5 Vendor must mail the Candidate's Written Examination results to the Candidate within two weeks of Candidate completing the test.

7.3.6 Vendor must mail the Candidate's Written Examination results to the Candidate's school within 30 days after completing the test.

7.4 Candidate Practical Requirements

7.4.1 Vendor must create a Practical Check List for the day of the Practical. The check list must consist of the following:

7.4.1.1 Verify Candidate's name;

7.4.1.2 Candidate's address;

7.4.1.3 Eligibility Date;

7.4.1.4 Test Type;

7.4.1.5 Take Photo of Candidate and

7.4.1.6 Check and verify Candidate against two (2) forms of ID.

7.4.2 Vendor must follow the Practical Checklist as well as verify the Candidate is eligible to take their practical on that day.

7.4.2.1 On the day of the Practical, the Testing Administrator must take a picture of the Candidate and send the photo along with the test scores to BOC via email or an agreed upon method between the awarded Vendor and BOC within 24 – 48 hours of completing the Practical.

7.4.3 A copy of the photo ID is to accompany the Practical Score Sheet/Results.

7.4.4 Vendor and BOC can negotiate the maximum time limit for each category of the Practical Examination.

7.4.5 Vendor must mail the Candidate's Practical results to the Candidate within two weeks of completing their test.

7.4.6 Vendor must mail the Candidate's Practical results to the Candidate's school within 30 days of completing their test.

7.4.7 For Esthetic Candidates, the Vendor must create a disclosure agreement certifying that the Candidate's live model is not a licensed professional within the cosmetology field. This form must be approved by BOC after contract execution.

7.4.7.1 Esthetic Candidates must sign this disclosure agreement and a copy must be sent along with a copy of the photo and their test scores to BOC within 24 - 48 hours of the Candidate completing the Practical.

7.4.8 For the Practical, there must be a Candidate/Examiner Ratio of 4:1.

7.4.9 Vendor's Examiner must test for the following techniques when administrating the Cosmetology Practical:

7.4.9.1 90* Basic Layered Full Haircut (Scissor/Razor) (Draw)

7.4.9.2 Basic Manicure (Full Hand complete with manipulations and color polish)

7.4.9.3 Mock Color (Draw – Virgin/Retouch)

7.4.9.4 Mock Relaxer (Draw – Virgin/Retouch))

7.4.9.5 Mock Foils (Quadrant)

7.4.9.6 Thermal Style (1 on-base, 1 off base)

7.4.9.7 Mock Permanent Wave (6 Grey Rods, double wrap, quadrant, ½ on-base ½ off base placement)

7.4.9.8 Fingerwaves (4 ridges/3waves) & 3 Pin Curl (No Stem, ½ Stem, Full Stem)

7.4.9.9 Mock Wax (Draw – Lip/Brow)

7.4.9.10 Mock Basic Facial – Skin Cleansing w/manipulations

7.4.10 Vendor's Examiner must test for the following techniques for the Manicurist Practical Exam:

7.4.10.1 Basic Manicure (Full Hand complete with manipulations

7.4.10.2 Nail Tip Application (1 finger)

7.4.10.3 Acrylic – Over Form (1 finger)

7.4.10.4 Acrylic - Natural Nail (1 finger)

7.4.10.5 Acrylic – Overlay with Tip (1 finger)

7.4.10.6 Complete dark polish application on full hand with 1 finger with French Technique

7.4.11 Vendor's Examiner must test for the following techniques for the Esthetician Practical Exam:

7.4.11.1 All Complete on Live Model

7.4.11.2 Manipulations (Face, Neck and Shoulders)

7.4.11.3 Basic Facial w/steam simulation

7.4.11.4 Masque

7.4.11.5 Make-Up Application

7.4.11.6 Skin Analysis

7.4.11.7 Hair Removal

7.4.11.7.1 Wax Eyebrow (simulation)

7.4.11.7.2 Wax Lip (simulation)

7.4.11.7.3 Tweeze Eyebrow

7.4.11.8 Strip Eyelash Enhancement (both eyes)

7.5 Instructor Practical Requirements

7.5.1 Instructor Candidates must have the option of using Microsoft Powerpoint during their Theory. Awarded Vendor must provide projection equipment to include a PC or laptop for the Instructor Candidate to use to present their Theory. (NOTE: Instructor Candidate will bring their Powerpoint Presentation on some form of electronic media.)

7.5.2 Vendor must create a Practical Check List for the day of the Practical. The check list must consist of the following:

7.5.2.1 Verify Instructor Candidate's name;

7.5.2.2 Instructor Candidate's address;

7.5.2.3 Eligibility Date;

7.5.2.4 Test Type;

7.5.2.5 Take Photo of Instructor Candidate; and

7.5.2.6 Check and verify Instructor Candidate against two (2) forms of ID.

7.5.3 Vendor must follow the Practical Checklist as well as verify the Instructor Candidate is eligible to take their practical on that day.

7.5.3.1 On the day of the Practical, the Testing Administrator must take a picture of the Instructor Candidate and send the photo to the BOC office via email <u>or an</u> agreed upon method between the awarded Vendor and BOC within 24 – 48 hours of completing the Practical.

7.5.4 A copy of the photo ID is to accompany the Practical Score Sheet/Results.

7.5.5 Vendor and BOC can negotiate the maximum time limit for each category of the Practical.

7.5.6 Vendor must mail the Instructor Candidate's Practical results to the Candidate within two weeks of completing their test.

7.5.7 Vendor must mail the Instructor Candidate's Practical results to the Candidate's school within 30 days of completing their test.

7.5.8 Requirements for Instructor Candidate Theory Portion of the Practical

7.5.8.1.1 Vendor must notify the Instructor Candidate via email and in writing two weeks in advance of the Subject Matter.

7.5.8.1.2 Instructor Candidate must bring lesson plan book and approved textbook which Vendor will return to Candidate upon completion of the evaluation.

7.5.8.1.3 Instructor Candidates must have 30 minutes to present their Theory portion of the Examination.

7.5.9 The Instructor Candidate will create the Practical on-site using the lesson plan book and approved Textbook, the following items should be evaluated:

7.5.9.1 The Instructor Candidate will draw from three of the following items:

7.5.9.1.1 Roller Set;

7.5.9.1.2 Mock Relaxer Virgin;

7.5.9.1.3 Mock Relaxer Retouch;

7.5.9.1.4 Mock Permanent Wave Crown to Neck Mohawk (3 color rod graduation – Grey, Pink , Blue);

7.5.9.1.5 Basic Manicure complete with dark polish application;

7.5.9.1.6 Mock Basic Facial;

7.5.9.1.7 Fingerwaves;

7.5.9.1.8 Pin Curls;

7.5.9.1.9 Make-up Application;

7.5.9.1.10 Mock Color Virgin;

7.5.9.1.11 Mock Color Retouch and

7.5.9.1.12 Mock Foils.

7.5.10 For the Instructor Candidate's Practical, there must be an Instructor Candidate/Examiner Ratio of 1:1.

7.6 Examination Retake Requirements for both Candidate and Instructor Candidates

7.6.1 Should a Candidate fail a portion of their Practical then, the Candidate must be allowed to retake that portion only. Vendor must describe how they will handle this retake examination process.

7.6.2 Vendors must list their pricing for Candidates to retake portions of the Practical in Section VIII, *Cost Information Submission.*

7.6.2.1 If the cost to retake multiple portions of the examination exceeds the cost of the full examination, then the Vendor must allow the Candidate the option to pay the cost of the full examination.

7.7 Examiner Requirements

7.7.1 The examiner must be a Mississippi Licensed Instructor in any discipline with at least one year of active experience.

7.7.1.1 Examiner may examine Candidates within their discipline.

7.7.2 Vendor must submit proposed examiners to BOC for verification two weeks after contract execution.

7.7.3 Vendor must provide examiners with onsite training to include the following:

7.7.3.1 Take the Practical portion of the examination;

7.7.3.2 Examination etiquette;

7.7.3.3 Examiner must sign the Conflict of Interest Agreement stating they will not test students from affiliate school. Upon completion of the training, Vendor must submit a copy to BOC for their records; and

7.7.3.4 Vendor must provide and submit results of this training within a specified timeframe which will be a mutually agreed date between the awarded Vendor and BOC.

7.7.3.5 Onsite training must be completed within 30 days of contract execution or before April 1, 2014 or whichever comes first.

7.8 Reports Requirements

7.8.1 Reports requested by BOC from the Vendor must be submitted electronically via email in PDF and/or Excel or mutually agreed upon format.

7.8.2 The Vendor must submit monthly a breakdown of all scores to the BOC in the following manner.

7.8.2.1 Candidate's name;

7.8.2.2 Candidate's Unique ID;

7.8.2.3 Overall Candidate's score for both Practical and/or Theory;

7.8.2.4 Candidate's raw Theory test score; and

7.8.2.5 Candidate's raw Practical test score by category.

7.8.3 Vendor must capture and submit monthly to BOC a Pass/Fail Ratio Report by school and must include the following information:

7.8.3.1 Candidate's name;

7.8.3.2 Candidate's Unique ID;

7.8.3.3 1st Time Test Takers;

7.8.3.4 Repeat Test Takers and

7.8.3.5 Candidate's Pass/Fail.

7.8.4 Provide a written monthly report of statistical data to BOC regarding the following issues:

7.8.4.1.1 Any complaints submitted by Candidates and the awarded Vendor's action regarding those complaints;

7.8.4.1.2 Any requests for special accommodations.

7.8.5 Vendor must submit samples of all types of reports they currently provide to other States.

7.9 Interface Requirements

7.9.1 BOC's current licensing system was designed in FoxPro 6.0. BOC has been in discussions about upgrading their system to a more current technology platform.

7.9.2 The awarded Vendor must submit test results and other requested documents to BOC via a secure File Transfer Protocol (FTP) as well as via email in a specified format as per BOC.

7.9.3 The Vendor must provide the capability for BOC to login to the Vendor's website to view Candidate's examination information.

7.9.3.1 Vendor must state what information BOC can see, how often the information is updated and if BOC will have the ability to print this information into a report format.

7.9.4 If Vendor does not have the capability for BOC to login to Vendor's website, then Vendor must describe how they will provide this capability to BOC.

7.9.5 Should BOC upgrade their current system, Vendor must agree to assist BOC to develop an interface with their new licensing system.

7.10 Candidate Information Handbook Requirements

7.10.1 If Vendor already has a Candidate Information Handbook, then Vendor must submit a copy of the handbook with their proposal.

7.10.2 The awarded Vendor must agree to work with BOC to include the following topics in the Candidate Information Handbook:

7.10.2.1 Candidate applies for approval for exam with BOC, BOC to notify Candidate and furnish approval code. BOC and Vendor to establish approval code issuance process/procedure.

7.10.2.2 Candidates must have board approval before registration of an examination. Therefore, Vendor must not allow a Candidate to register without board approval or the Approval code.

7.10.2.3 Vendor must address Candidate's attire and/or any items brought in on testing day. (No School Logos or Paraphernalia may be worn or brought into testing facility on testing day.)

7.10.2.4 A defined complaint process.

7.10.2.5 Specific procedures for special accommodations.

7.10.2.6 Describe process for exam retake for both Written and Practical.

7.10.2.7 Describe BOC's three times fail policy.

7.10.2.8 Describe process for rescheduling due to an emergency. Vendor must also define what constitutes an emergency.

7.10.2.9 Non-Disclosure Agreement Form regarding the use of Live Models during the Practical.

7.10.3 Upon contract award, Vendor must work with BOC to obtain approval and to make any necessary edits.

7.10.4 The Student Handbook must be approved by BOC and available to the Candidates by April 1, 2014.

8. Cost Requirements

8.1 Vendor must provide pricing for all tables listed in Section VIII, *Cost Information Submission.*

8.2 BOC does not anticipate being invoiced by the Vendor. Should Vendor believe there are items they will invoice BOC or the Candidate, then Vendor must list those items and their costs in Section VIII, *Cost Information Submission.* Vendor must also describe what those items are for to include the frequency.

9. Additional Requirements

9.1 **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.

10. Scoring Methodology

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

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

10.1.2 The sum of all categories, other than Value-Add, equals 100 possible points.

10.1.3 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.

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

Category	**Possible Points**
Non-Cost Categories:	
Testing Administrator Qualifications Requirements	20
Functional Requirements	25
Presentations	15
Total Non-Cost Points	60
Cost	40
Total Base Points	100
Value Add	5
Maximum Possible Points	**105**

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

10.2.1 Stage 1 – Selection of Responsive/Valid Proposals – Each proposal will be reviewed to determine if it is sufficiently responsive to the RFP requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this RFP with regard to content, organization/format, Vendor experience, 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.

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

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

Non-Cost Categories	**Possible Points**
Testing Administrator Qualifications Requirements	20
Functional Requirements	25

Presentations	15
Maximum Possible Points	**60**

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

10.2.2.3 ITS scores the non-cost categories on a 10-point scale, with 9 points for meeting the requirement. The 'Meets Specs' score for each category is 90% of the total points allocated for that category. For example, the 'Functional Requirements' category was allocated 25 points; a proposal that fully met all requirements in that section would have scored 22.5 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.

10.3 Stage 3 – Cost Evaluation

10.3.1 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

10.3.2 Cost categories and maximum point values are as follows:

Cost Category	**Possible Points**
Lifecycle Cost	40
Maximum Possible Points	**40**

10.4 Stage 4 – Selection of the successful Vendor

10.4.1 On-site Demonstrations and Interviews

10.4.1.1 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.

10.4.1.2 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.

10.4.1.3 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.

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

10.4.2 Site Visits

10.4.2.1 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.

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

SECTION VIII
COST INFORMATION SUBMISSION

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

PRICING FOR FULL WRITTEN EXAMINATION (Refer to Mandatory Specifications 2.3 and 2.3.1)	
DESCRIPTION	**COST**
Cosmetologists	
Estheticians	
Manicurists	

PRICING FOR FULL PRACTICAL (Refer to Mandatory Specifications 2.3 and 2.3.1)	
DESCRIPTION	**COST**
Cosmetologists	
Estheticians	
Manicurists	

PRICING FOR FULL INSTRUCTOR PRACTICAL (Refer to Mandatory Specifications 2.3 and 2.3.2)	
DESCRIPTION	**COST**
Cosmetologists	
Estheticians	
Manicurists	

PRICING FOR COSMETOLOGY PRACTICAL EXAM RETAKE	
DESCRIPTION	**COST**
90* Basic Layered Full Haircut (Scissor/Razor) (Draw)	
Basic Manicure (Full Hand complete with manipulations and color polish)	
Mock Color (Draw – Virgin/Retouch)	
Mock Relaxer (Draw – Virgin/Retouch)	
Mock Foils (Quadrant)	
Thermal Style (1 on-base, 1 off base)	
Mock Permanent Wave (6 Grey Rods, double wrap, quadrant, ½ on-base ½ off base placement	
Fingerwaves (4 ridges/3waves) & 3 Pin Curl (No Stem, ½ Stem, Full Stem)	
Mock Wax (Draw – Lip/Brow)	
Mock Basic Facial – Skin Cleansing w/manipulations	

PRICING FOR MANICURIST PRACTICAL EXAM RETAKE	
DESCRIPTION	**COST**
Basic Manicure (Full Hand complete with manipulations)	
Nail Tip Application (1 finger)	
Acrylic – Over Form (1 finger)	
Acrylic - Natural Nail (1 finger)	
Acrylic – Overlay with Tip (1 finger)	
Complete dark polish application on full hand with 1 finger with French Technique	

PRICING FOR ESTHETICIAN PRACTICAL EXAM RETAKE	
DESCRIPTION	**COST**
All Complete on Live Model	
Manipulations (Face, Neck and Shoulders)	
Basic Facial w/steam simulation	
Masque	
Make-Up Application	
Skin Analysis	
Hair Removal	
• Wax Eyebrow (Simulation)	
• Wax Lip (Simulation)	
• Tweeze Eyebrow	
Strip Eyelash Enhancement (both eyes)	

PRICING FOR INSTRUCTOR PRACTICAL RETAKE	
DESCRIPTION	**COST**
Theory	
Practical On-site (Draw Three)* Vendors may add additional lines for this retake	

SECTION IX
REFERENCES

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

1. **References**

1.1 The Vendor must provide at least three (3) references consisting of Vendor accounts that the State may contact. Required information includes customer contact name, address, telephone number, email address, and engagement starting and ending dates. Forms for providing reference information are included later in this RFP section. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession.

1.2 Any of the following may subject the Vendor's proposal to being rated unfavorably relative to these criteria or removed from further consideration, at the State's sole discretion:

1.2.1 Failure to provide reference information in the manner described;

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

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

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

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

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

1.3.2 The reference installation must have been operational for at least twelve (12) months administrating Cosmetology exams.

1.4 The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, including the procuring agency and/or other agencies or institutions of the State, even if that customer is not included in the Vendor's list of references, and to utilize such information in the evaluation of the Vendor's proposal.

1.5 Unless otherwise indicated in the Scoring Methodology in Section VII, reference information available to the State will be used as follows:

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

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

1.6 The State reserves the right to forego reference checking when, at the State's sole discretion, the evaluation team determines that the capabilities of the recommended Vendor are known to the State.

2. Subcontractors

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

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

REFERENCE FORM

Complete three (3) Reference Forms.

Contact Name:
Company Name:
Address:
Phone #:
E-Mail:
Project Start Date:
Project End Date:

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

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:

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:

EXHIBIT A
STANDARD CONTRACT

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

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

PROJECT NUMBER 40290
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
INSERT VENDOR NAME
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
MISSISSIPPI BOARD OF COSMETOLOGY

This Professional Services Agreement (hereinafter referred to as "Agreement") is entered into by and between INSERT VENDOR NAME, a INSERT STATE OF INCORPORATION corporation having its principal place of business at INSERT VENDOR STREET 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 Mississippi Board of Cosmetology located at 239 N. Lamar Street, Suite 301, Jackson, Mississippi 39201 (hereinafter referred to as "BOC"). ITS and BOC are sometimes collectively referred to herein as "State".

WHEREAS, the BOC by law has jurisdiction over the licensing of cosmetologists, estheticians, manicurists, and instructors in the State of Mississippi;

WHEREAS, BOC, pursuant to Request for Proposals ("RFP") No. 3731 requested proposals for the acquisition of a contractor to provide testing administration for BOC's candidates, and

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

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

ARTICLE 1 PERIOD OF PERFORMANCE

1.1 Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on the date it is signed by all parties ("Effective Date") and shall continue in effect for two (2) years thereafter ("Initial Term"). At the end of the Initial Term, this Agreement may, upon the written agreement of the parties, be renewed for an

additional term, the length of which will be agreed upon by the parties. Under no circumstances, however, shall this Agreement be renewed beyond December 31, 2019. Sixty (60) days prior to the expiration of the Initial Term or any renewal term of this Agreement, Contractor shall notify BOC and ITS of the impending expiration and BOC shall have thirty (30) days in which to notify Contractor of its intention to either renew or cancel the Agreement.

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

ARTICLE 2 SCOPE OF SERVICES

The BOC wishes to establish a computer-based testing and Practical program that will be professionally administered exclusively by Contractor so that candidates can demonstrate their knowledge in certain specialties. Under this Agreement, Contractor will provide test delivery services to help BOC accomplish that purpose. This Agreement sets forth the terms and conditions under which Contractor will provide the requested services as described in RFP No. 3731 and Contractor's Proposal, as accepted by BOC, in response thereto. A description of the services to be provided is set forth in the Statement of Work attached hereto as "Exhibit A".

ARTICLE 3 CONSIDERATION AND METHOD OF PAYMENT

3.1 All costs associated with the licensing testing support services' development, implementation, and operation provided by Contractor pursuant to this Agreement, including but not limited to all hardware, software, personnel, rental locations, and supply are included in the exam fees listed in Exhibit A. The parties agree that Contractor will derive its payment solely from the exam fees paid by the candidates and that the State has no monetary obligations pursuant to this Agreement. Contractor agrees that the exam fees specified in Exhibit A shall not increase during the term of this Agreement.

3.2 All fees collected shall be retained by Contractor in consideration for the services performed by Contractor hereunder. Payments by candidates to Contractor shall be made payable to Contractor and be in the form of credit card, debit card, Contractor voucher or electronic check or such other mode of payment as Contractor shall deem acceptable.

3.3 In the event that Contractor cancels a test administration, such as in the event of inclement weather, Contractor will notify candidates and will allow each candidate, at Contractor's option, to either reschedule at no additional charge, or offer a full refund to the candidate.

ARTICLE 4 WARRANTIES

4.1 The Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, Contractor shall, for a period of ninety (90) days from performance of the service that fails to meet this warranty, perform the services again, at no cost to BOC or candidates adversely affected by such performance.

4.2 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.

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

4.4 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 5 EMPLOYMENT STATUS

5.1 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.

5.2 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 BOC.

5.3 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. BOC may, however, direct Contractor to replace any of its employees under this Agreement.

5.4 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.

5.5 It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Contractor shall be paid as a gross sum with no withholdings or deductions being made by BOC for any purpose from said contract sum, except as permitted herein in the article titled “Termination”.

ARTICLE 6 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 7 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

7.1 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 Contractor has assembled for this project. The BOC is required to negotiate only with Contractor, as Contractor’s commitments are binding on all proposed contractors, third parties, and subcontractors.

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

7.3 Contractor must obtain the written approval of BOC before subcontracting any portion of 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 BOC may deem necessary.

ARTICLE 8 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 upon the giving of thirty (30) days written notice unless the breach is cured within said thirty (30) day period; (c) BOC may terminate the Agreement in whole or in part without the assessment of any penalties upon thirty (30) days written notice to Contractor if Contractor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary; or (d) BOC may terminate the Agreement for any reason without the assessment of any penalties after giving thirty (30) days written notice specifying the effective date thereof to 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 9 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 BOC 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 BOC may have that cannot be waived or limited by contract.

ARTICLE 10 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 11 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 12 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 13 HOLD HARMLESS

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

ARTICLE 14 THIRD PARTY ACTION NOTIFICATION

Contractor shall notify BOC 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 BOC 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 BOC shall be considered a material breach of this Agreement and the BOC 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 15 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 16 NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. BOC's address for notice is: Mrs. Cynthia Johnson, Executive Director, Mississippi Board of Cosmetology, 239 N. Lamar Street, Suite 301, Jackson, Mississippi 39201. The Contractor's address for notice is: INSERT NAME, TITLE, & ADDRESS OF VENDOR PERSON FOR NOTICE. 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 17 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 BOC, ITS, any state or federal agency authorized to audit BOC, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Contractor's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Contractor's office as applicable where such records are kept during 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 18 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 BOC with a certificate of conformity providing the aforesaid coverage.

ARTICLE 19 DISPUTES
Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Contractor and BOC, shall be decided by the Executive Director of ITS or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

ARTICLE 20 COMPLIANCE WITH LAWS
20.1 Contractor shall comply with, and all activities under this Agreement shall be subject to, all BOC 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. Further, if applicable, Contractor shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein.

20.2 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 21 CONFLICT OF INTEREST
Contractor shall notify the BOC of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to the BOC's satisfaction, the BOC reserves the right to terminate this Agreement.

ARTICLE 22 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 23 CONFIDENTIAL INFORMATION
23.1 Contractor shall treat all BOC and candidate 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 BOC or the candidate as appropriate. 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 BOC and the candidate 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.

23.2 With the exception of any attached exhibits which are labeled as "confidential", 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. ITS will provide third party notice to Contractor of any requests received by ITS for any such confidential exhibits so as to allow Contractor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

ARTICLE 24 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 25 OWNERSHIP OF COMPUTER HARDWARE & SOFTWARE

25.1 Contractor shall retain title to all equipment and computer hardware, wherever situated, used to provide services under this Agreement. Upon termination of this Agreement, any such equipment, computer hardware and associated material in the possession of the State shall be returned to Contractor.

25.2 Contractor shall retain ownership of all computer software developed or provided by Contractor for the purpose of delivering services under this Agreement.

ARTICLE 26 NON-SOLICITATION OF EMPLOYEES

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

ARTICLE 27 ENTIRE AGREEMENT

27.1 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. 3731 and Contractor's Proposal in response to RFP No. 3731 are hereby incorporated into and made a part of this Agreement.

27.2 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. 3731 and written addenda, and
D. Contractor's Proposal, as accepted by BOC, in response to RFP No. 3731.

27.3 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 28 STATE PROPERTY

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

ARTICLE 29 SURVIVAL

Articles 4, 9, 13, 17, 22, 23, 25, 26, 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 30 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 31 COMPLIANCE WITH ENTERPRISE SECURITY POLICY

Contractor and BOC understand and agree that all products and 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 and require the Contractor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

ARTICLE 32 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 shall be posted to the State of Mississippi's accountability website at: https://www.transparency.mississippi.gov. Prior to BOC posting the Agreement to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by BOC.

ARTICLE 33 STATUTORY AUTHORITY

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

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

State of Mississippi, Department of Information Technology Services, on behalf of Mississippi Board of Cosmetology	**INSERT VENDOR NAME**
By: _____ **Authorized Signature**	**By:** _____ **Authorized Signature**
Printed Name: Craig P. Orgeron, Ph.D.	**Printed Name:** _____
Title: Executive Director	**Title:** _____
Date: _____	**Date:** _____

EXHIBIT A

Scope of Services