



RFP No: 3594

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until May 19, 2009 @ **3:00 p.m.** Central Time for the acquisition of the products/services described below for the State of Mississippi.

Proposals for the selection of one or more vendors to fulfill the requirements of authorized reseller for specific categories of software for the State of Mississippi. The Express Products List (EPL) created from this RFP will be used through June 2012.

The Vendor must submit proposals and direct inquiries to:

Jane Woosley
Technology Consultant
Information Technology Services
Suite 508, 301 N. Lamar Street
Jackson, MS 39201-1495
(601) 359-2081
jane.woosley@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. 3594
due May 19, 2009 @ 3:00 p.m.,
ATTENTION: Jane Woosley

David L. Litchliter
Executive Director, ITS

ITS RFP Response Checklist

RFP Response Checklist: These items should be included in your response to RFP 3594.

- _____ 1) One clearly marked original response and three (3) identical copies of the complete proposal. Label the front and spine of each of the three-ring loose-leaf binders 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 Exception Summary*, if applicable (Section V)
- _____ 4) Vendor response to *RFP Questionnaire* (Section VI)
- _____ 5) Point-by-point response to *Technical Specifications* (Section VIII)
- _____ 6) Vendor response to *Cost Information Submission* (Section IX)
--Hard copy for each manufacturer with dividers between each
--Electronic copy of spreadsheets on floppy or CD/DVD.
- _____ 7) *Vendor Information Sheet* (Section X)
- _____ 8) Vendor point-by-point response to *Vendor Profile* (Section XII)
- _____ 9) *Marketing Report* (Section XI)
Incumbent vendors to current Software EPL 3465 must submit their sales report with their proposal
- _____ 10) *References* (Section XIII)

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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. Please list the software manufacturers included in your proposal. [Example: Corel, Novell, IBM Passport, etc.]

PROPOSAL BONDS

Please refer to Item No. 36, "Proposal Bond" in Section IV to determine if a Proposal Bond is required for this procurement. If required, please attach the bond here.

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.
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 three (3) 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 specific 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 each 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 three (3) 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 Jane Woosley, Technology Consultant, 301 North Lamar Street, Ste. 508, Jackson, MS 39201, 601-359-2081, jane.woosley@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/rfps/rfps_awaiting.shtml.

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. Should you be 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 may be 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. **Remote Access via Virtual Private Network**
Vendor must understand that the State of Mississippi's Enterprise Security Policy mandates that all remote access to and/or from the State network must be accomplished via a Virtual Private Network (VPN). If remote access is required at any time during the life of this Agreement, Vendor and the State agree to implement/maintain a VPN for this connectivity. This required VPN must be IPSec-capable (ESP tunnel mode) and will terminate on a Cisco VPN-capable device (i.e. VPN concentrator, PIX firewall, etc.) on the State's premises. Vendor agrees that it must, at its expense, implement/maintain a compatible hardware/software solution to terminate the specified VPN on the State's premises. The parties further understand and agree that the State protocol standard and architecture are based on industry-standard security protocols and manufacturer engaged at the time of contract execution. The State reserves the right to introduce a new protocol and architecture standard and require the Vendor to comply with same, in the event the industry introduces a more secure, robust protocol to replace IPSec/ESP and/or there is a change in the manufacturer engaged.
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/TOC4?OpenView> 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.

If a proposal bond is required, the security must be in the form of a bond, irrevocable letter of credit, certified check, or cashier's check (hereinafter, "security") payable to the State of Mississippi, to be held by their contracting agent, the Mississippi Department of Information Technology Services, and must be placed in the front of the Vendor's

proposal. The submission of an acceptable security is a condition precedent to a valid proposal, and the amount of the security is not negotiable or contestable. Any proposal received without the security will be rejected and returned to the Vendor without further consideration.

The security binds the Vendor to the commitments made in writing in the Vendor's proposal. The security will be forfeited in the event the awarded Vendor, at any time during the contract negotiation process, refuses to honor commitments made in its proposal, reneges on pricing, takes exception to any term or condition that was not addressed in the Vendor's written proposal, or fails to execute a contract as anticipated in the RFP and the Vendor's proposal, including documented exceptions, within fifteen (15) working days after the Vendor's initial receipt of the project contract from **ITS**, unless an extension is agreed to by **ITS**.

As stated in the RFP, the Vendor may take exception to any point without incurring any liability to provide items to which an exception has been taken. Likewise, the State has no obligation to accept any proposed exception. Should the State decide, at its sole discretion and at any point in the process, that an exception is NOT acceptable, **ITS** will reject the Vendor's proposal and return the Vendor's security.

The Vendor's security will be returned promptly after **ITS** and the successful Vendor have executed a contract or within ninety (90) days after opening the proposals if no letter of intent to award a contract has been sent. In the event that the successful Vendor fails to accept and sign the mutually negotiated contract, that Vendor shall be disqualified and **ITS** shall initiate negotiations with the next ranked Vendor until a contract is successfully negotiated, or **ITS** elects to cancel the procurement. The securities of all remaining Vendors will be returned when a contract has been successfully negotiated and executed, or when the procurement is canceled.

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 his RFP proposal.

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

If a Performance Bond /Irrevocable Bank Letter of Credit is required, the Vendor must procure and submit to **ITS**, on behalf of the State of Mississippi, with the executed contract, (a) a performance bond from a reliable surety company authorized to do business in the State of Mississippi or (b) an irrevocable bank letter of credit that is acceptable to the State. The Performance Bond or the Irrevocable Letter of Credit shall

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

38. **Responsibility for Behavior of Vendor Employees/Subcontractors**

The Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises of any State agency or institution. Any Vendor employee or subcontractor acting in a manner determined by the administration of any State agency or institution to be detrimental, abusive, or offensive to any of the staff or student body of any State agency or institution will be asked to leave the premises and can be suspended from further work on the premises.

39. **Protests**

The Executive Director of **ITS** and/or the Board Members of **ITS** or their designees shall have the authority to resolve Vendor protests in connection with the selection for award of a contract. Copies of the protest procedures are available on the **ITS** Internet site - **ITS** Protest Procedure and Policy, Section 019-020, **ITS** Procurement Handbook at: <http://dsitspe01.its.ms.gov/its/procman.nsf/TOC4?OpenView> 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 3594.

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, 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 (Senate Bill 2988 from the 2008 Regular Legislative Session) 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 by going to the ITS website, <http://www.its.ms.gov>, clicking on the “Procurement” button to the left of the screen, selecting “Vendor Information”, scrolling to the bottom of the page, and clicking on the link “Forms Required in RFP Responses.” 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 or Women Business Enterprise Status: _____

2. Certification of Authority to Sell

2.1 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)

2.2 Vendors must provide a current letter (dated no earlier than January 1, 2009) from the **manufacturer of software** being proposed that the Vendor has been authorized to sell the manufacturer's product to **ITS** customers. Note that these letters of authorization must be from the manufacturer, not from a distributor. If the manufacturer does not require reseller authorization, provide a letter from the manufacturer to that effect.

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. **Contracts**

A properly executed *Master Purchase Agreement* (Exhibit A) **WITH NO EXCEPTIONS** is a requirement of this RFP. It will become part of any contract resulting from this proposal. **ITS** recommends that the customer and Vendor evaluate the need for additional contracts at the time of purchase.

- 6.1 After an award has been made, it will be necessary for winning Vendor(s) to execute a *Master Purchase Agreement* with **ITS**.
- 6.2 The *Master Purchase Agreement* **MUST** be executed by all published Vendors in order to participate under this RFP.
- 6.3 The terms of the *Master Purchase Agreement* are non-negotiable. No edits or changes in the terms and conditions of this document will be made. Vendors unwilling to execute this Agreement should not submit a response to this RFP.
- 6.4 After the awards announcements, **ITS** will send each Vendor whose products are accepted on the Express Products List a completed *Master Purchase Agreement* for execution by the Vendor.
- 6.5 This *Master Purchase Agreement* cannot be assigned without the expressed written consent of **ITS**.
- 6.6 Failure to negotiate a *Master Purchase Agreement* within a fifteen (15) day time frame will constitute grounds for rejection of the successful Vendor's response to this RFP. In such an event, **ITS** will have the right to withdraw the award and immediately begin negotiations with another Vendor or to pursue any other options at **ITS**'s disposal.
- 6.7 The purchase order from any individual customer will serve as a supplement to this Agreement. Additional terms and conditions may be negotiated between the customer and Vendor at the time of sale, as needed.
- 6.8 Is Vendor willing to execute in good faith a *Master Purchase Agreement* as stated above? (A yes or no answer is required.)

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/rfps/rfps_awaiting.shtml. We will 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 EXPRESS PRODUCTS LIST OVERVIEW

1. EPL Information

- 1.1 Responses to this Express Products RFP will be used to produce an EXPRESS PRODUCTS LIST (EPL) that provides **ITS** clients and staff with an economic, flexible mechanism to acquire frequently-requested routine items in full compliance with all purchasing requirements.
- 1.2 The EPL is available for review on the ITS Web site at <http://www.its.ms.gov/EPL.shtml> .
- 1.3 The EPL has a specified dollar limit up to which clients may make purchases from the EPL without coming through **ITS** for approval.
- 1.4 **ITS** EPL clients include state agencies and institutions of higher learning which are under **ITS** purview and local government entities such as cities, counties, local school districts, and community colleges which are not under **ITS** purview.
 - 1.4.1 All EPL clients may make routine purchases from the EPL up to the specified dollar limits under **Procurement Instruments: Express Products lists (EPLs)** as defined in the **ITS** Procurement Handbook.
 - 1.4.2 State agencies and institutions may be authorized to make planned purchases from the EPL over the specified dollar limits in line with their Long Range Information Systems Plan under the **Planned Purchases Procedure** as defined in the **ITS** Procurement Handbook.
 - 1.4.3 All EPL clients may make purchases from the EPL over the specified dollar limits only by coming through **ITS** for approval.
 - 1.4.4 **ITS** clients are not required to use EPLs for their purchases.
- 1.5 It is a goal of the EPL to make lists of quality products in defined categories available to state customers from reputable sources at the best possible prices.
- 1.6 Pricing is a major concern of **ITS**. Therefore Vendors must submit their pricing structure comparable to national pricing trends, the GSA, other statewide contracts, or other prominent pricing benchmark in terms of volume discounts.
- 1.7 Submission of an EXPRESS PRODUCTS proposal will not automatically qualify Vendor's products for placement on the EXPRESS PRODUCTS LIST.

ITS performs an evaluation of Express Products offerings before placing the lowest and best offerings on the published EPL.

- 1.8 Each EPL is unique to **ITS**, administered under **ITS** policies and procedures, and not to be construed to apply or operate in any other manner by either Vendors or governmental entities.
- 1.9 **ITS** reserves the right to make a single-award or multi-award EPL or to designate different awardees for the various manufacturers requested under this RFP.

2. **Format of Proposal**

Respond to the sections and exhibits in the same order as the RFP, using the “RFP Response Checklist” at the front of this RFP as your guide.

3. **Right to Use Express Products List Proposals as General RFPs**

ITS uses EPL products in combination with General RFPs in many routine procurements. **ITS** reserves the right to use the Vendor’s EPL response in the same capacity as a General RFP. [A General RFP is a collection of Vendors’ Proposals used to create a pool of Vendors for particular types of products or services. **ITS** uses the Vendor pool to solicit configurations and pricing through the Letter of Configuration (LOC) process on a project-by-project basis.]

4. **Price Changes During Award or Renewal Period**

A price increase will not be accepted during the lifecycle of the EPL, unless stipulated in the contract. Should **ITS** request that Vendors extend their proposal beyond the original term, the Vendor may decline to participate in the extension if they cannot honor their pricing. However, the State will always take advantage of price decreases. Vendor is required to pass any price decreases on to the customer. Vendor is also encouraged to provide quantity discounts to customers on EPL offerings should large quantities be purchased from the EPL.

5. **Restriction on Advertising**

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

5.1 Acceptable guidelines for marketing EPL products include:

- 5.1.1 Vendor’s reference of any EPL should include a description of the EPL, the EPL RFP number, and the valid dates for that EPL. EPLs go out of date and **ITS** maintains several types of EPLs.

5.1.2 **ITS** recommends that you reference our website in any marketing publications or provide a link to our website on your website.
<http://www.its.ms.gov> .

5.1.3 Any description or interpretation of **ITS** EPL policy or reproduction of individual Vendor offerings should be an exact, current, and complete quotation with the source identified. Examples include the published EPL, the **ITS** procurement handbook, or the RFP number in question. If Vendor product offerings are reproduced, the quotation should be complete and exact, including the EPL reference number and page number.

5.2 Unacceptable references of **ITS** EPLs include:

5.2.1 Do not imply that your EPL products are exclusive in any way or that you are the only EPL award. Government clients must still evaluate your EPL offerings with others on the list to determine “lowest and best” qualification.

5.2.2 The EPL is **NOT** a “State Contract” as used by the Department of Finance and Administration (DFA) Office of Purchase and Travel. Because the procedures for using DFA “State Contracts” differ from using **ITS** EPLs, we ask that you not use this terminology.

5.2.3 Do not mix marketing of EPL products with non-EPL products as this may imply that those non-EPL products are also on the EPL.

6. **Minimum Legal Requirements**

It is the intent of **ITS** that the Master Purchase Agreement, which is a requirement of some EPLs, and the Terms and Conditions of this RFP provide the contractual basis for purchases made from the EPL, and that additional contracts among **ITS**, the Vendor, or the EPL customer will not prove necessary. However, should an EPL customer require a custom contract at the time of sale to define a particular project, additional appropriate terms and conditions needed on a project may be negotiated between the Vendor and EPL Customer. Vendor must be willing to include any or all of the requirements detailed in Section IV to any contract if required by **ITS**.

7. **Master Purchase Agreement**

7.1 The Awarded Vendor(s) will be required to execute a Master Purchase Agreement with the State.

7.2 A sample Master Purchase Agreement is attached as Exhibit A.

7.3 Due to the need for uniformity among EPL Vendors, all awarded Vendors must be willing to execute the *Master Purchase Agreement* with **NO EXCEPTIONS**.

8. **Transition Between Cycles**

Vendor should recognize that the EPL procedure is cyclical. There may be interim periods between the expiration of an old EPL and the introduction of a new EPL or the issuance of corrections or updates to a working list. **ITS** must evaluate each cycle's new proposals before the new list can go into effect. Also, acquisition approvals already in process using old proposals must have time to be completed. Therefore, during these periods, Vendor should strive to honor all products and pricing on an active list.

9. **ITS Acceptance of Vendor's Proposal**

9.1 **ITS** will notify Vendor of acceptance or rejection for inclusion on the EPL.

9.2 **ITS** reserves the right to revoke approval subsequent to original acceptance. **ITS** will notify the Vendor in writing if approval is revoked.

9.3 Proposals received after the date/time listed on page one of the RFP, or as stated in a proposal extension memo, will be returned unopened.

9.4 By submitting a proposal for consideration and inclusion in the EPL, a Vendor is professing a willingness to provide customer service to ANY customer from the State of Mississippi qualified to use the EPL. As a condition for remaining on the EPL, Vendor must be willing to support our customers with timely telephone responses to their calls for information regarding the products and pricing proposed by your company, including but not limited to timely provision of "written quotes."

9.5 Any Vendor violating EPL policy may be removed for one EPL cycle and a bond may be required with Vendor's next proposal submittal.

10. **Publication, Clarification, Corrections**

10.1 This RFP and the published EPL resulting from this RFP are available for download on the **ITS** website. **ITS** clients may request a paper copy at no charge and Vendors may request a paper copy under the Public Records Procedure.

10.2 **ITS** will use the **ITS** website to post amendments/clarifications regarding the RFP before the proposal opening date.

10.3 **ITS** reserves the right to request clarifications from Vendors after the RFP opening date regarding Vendor's submissions.

- 10.4 **ITS** reserves the right to remove single offerings or the entire proposal from the EPL based on specific situations wherein a Vendor has failed to comply with EPL guidelines or specifications.

- 10.5 **ITS** reserves the right to update/add to EPLs. **ITS** reserves the right to extend the expiration date of the EPL cycle upon mutual written agreement of the Vendor and **ITS**.

SECTION VIII TECHNICAL SPECIFICATIONS

1. OVERVIEW

- 1.1 The intent of this request for proposal (RFP) is for the selection of one or more resellers to provide specifically named, commercial off-the-shelf utility and general software and related software maintenance and services to State entities (state government and educational) and local governing authorities (K-12, counties, municipalities, etc.)
- 1.2 **ITS** will consider choosing one reseller to handle both governmental and educational purchases for the software manufacturers listed in this RFP. **ITS** will also consider two resellers or possibly more for any of the software manufacturers if it is in the State's best interest to do so. A proposing Vendor may respond to any or all of the manufacturers requested. A Vendor may be awarded to handle multiple software manufacturers or a single manufacturer.
- 1.3 It is **ITS'** intent and preference that the awarded vendor(s) be able to provide all or most of the "core" software manufacturers as well as the "non-core" software manufacturers described in this section. **ITS** reserves all rights, however, to award a smaller sub-set of software manufacturers to a particular Vendor.
- 1.4 This RFP is being issued by the Mississippi Department of Information Technology Services (**ITS**) for the selection of one or more Vendors to fulfill the following:
 - 1.4.1 The requirements of an **Adobe Authorized Reseller** under the terms of the Adobe Contractual Licensing Program (CLP), which the State entered into with Adobe.
 - 1.4.2 The requirements of a **Certified Citrix Flex Reseller** under the terms of the Flex Software License Agreement, which the State entered into with Citrix.
 - 1.4.3 The requirements of a **Corel Large Account Reseller (LAR)** under the terms of the CLP Universal Combined Agreement (CLPUCA).
 - 1.4.4 The requirements of an **IBM Passport Advantage Approved Reseller** under the terms of the IBM Passport Advantage Agreement, which the State entered into with IBM.

- 1.4.5 The requirements of a **McAfee authorized reseller** under the terms of the McAfee, Inc. U. S. Corporate End User License Agreement, a Master Agreement which the State entered into with McAfee.
- 1.4.6 The requirements of a **Novell authorized reseller** to administer the Novell Master License Agreement, Novell Volume License Agreement, or other sales of Novell products.
- 1.4.7 The requirements of a **Symantec Government Authorized Reseller** under the terms of the Symantec Government Alliance Program Master Contract, which the State entered into with Symantec.
- 1.4.8 The role of authorized reseller for other miscellaneous utility and general desktop software for the Windows or Linux environments in categories specified by **ITS**.

2. How to Respond to this Section

- 2.1 Beginning with Item 4.1 of this section and all sections hereafter, label and respond to each outline point as it is labeled in the RFP.
- 2.2 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.
- 2.3 “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.
- 2.4 “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.
- 2.5 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.)

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

3. **RFP Project Schedule**

Task	Date
First Advertisement Date for RFP	04/14/2009
Second Advertisement Date for RFP	04/21/2009
Last clarification/Amendment posted	05/12/2009
Open Proposals	05/19/2009, 3:00 p.m.
Evaluation of Proposals	05/19/2009 – 06/12/2009
Notice of Award sent to Reseller(s) (tentative)	06/12/2009
Contract execution and set up of Vendor Websites	06/12/2009 – 6/30/2009
Publish date (tentative)	07/01/2009
Expiration of RFP 3594	6/30/2012

4. **GENERAL REQUIREMENTS FOR VENDORS**

- 4.1 Vendor must be aware that **ITS** wants the most satisfying combination of price and performance within the constraints of this RFP.
- 4.2 It is a goal of the EPL to make lists of quality products in specified categories available to state customers from reputable sources at the best possible prices. Vendors should propose the best proposal pricing. These costs are **not-to-exceed** costs that can be lowered but not raised at the time of sale.
- 4.3 Vendor must be willing to work with the manufacturer, client and **ITS** on special pricing for large quantity discounts on a project basis.
- 4.4 The Vendor must submit his proposal for the software licenses, providing all associated costs.
- 4.5 The primary term of any contracts signed as a result of this RFP will be for three (3) years. At the end of the initial term, the contract may be extended, upon the written consent of both parties, the length of which will be agreed upon by the parties.
- 4.6 Vendors may optionally propose services to be effective for the three-year term of the RFP and any mutually agreed upon extension.
- 4.6.1 It is highly desirable that the Vendor be willing to agree to an annual ceiling of 7% or less on the cost of any increases to any service plans identified as a Vendor provided service.

- 4.7 Vendors are NOT required to provide a pricing proposal for each of the software manufactures being solicited under this RFP. Please respond to any sections that you are authorized to fulfill. However, it is the State's preference to choose a Vendor(s) who can provide as many of the software manufacturers being solicited as possible.
- 4.8 **ITS** deems performance of a Vendor on outstanding contracts and support of the customer after the sale to be of critical importance. Therefore, in the evaluation process for a contract award of new project RFPs, Vendors with good performance ratings on existing accounts will be at a decided advantage while Vendors with poor performance ratings will be at a decided disadvantage or be subject to disqualification at the discretion of the State.
- 4.9 Vendor is solely responsible for all delivery and implementation subject to formal customer acceptance. **ITS** does not encourage the use of subcontractors. Any use thereof must be transparent to the customer with all transactions and payment conducted directly with the awarded Software EPL Vendor(s).
- 4.10 The State reserves the right to request proposals for the selection of new resellers at the end of the contract term or at any time deemed necessary during the contract.
- 4.11 The State reserves the right to deal directly with or buy directly from the manufacturer.
- 4.12 At a minimum, the awarded Vendor(s) must provide annual reports showing sales under this RFP. The Vendor must provide information as part of their proposal response on the reporting capabilities available, including the content and types of reports, and how to obtain these reports.
- 4.13 **Vendor Website**
- 4.13.1 It is preferred that the Vendor set up a website allowing state entities to access the software license pricing online. Vendor must describe how this will be facilitated. Extra consideration will be given to a Vendor proposing this method of product/price availability.
- 4.13.2 Vendor must also discuss how updates will be handled and how often prices will be updated. Only price increases resulting from an increase in price by the manufacturer will be accepted. Vendor must guarantee written quotations or website pricing as not-to-exceed pricing for 60 days should manufacturer increase prices. Vendor must also agree to honor the lower price should there be a price decrease.

4.13.3 As an alternative to Vendor hosting the software pricing on Vendor's website, the selected Vendor will be allowed to submit pricing in an electronic format required by the EPL project team for formulation into an EPL. For this method, **ITS** will publish the price list based on the electronic information supplied by the proposing Vendor. This information will reside on the **ITS** website. Prices must remain firm for the duration of the EPL validity cycle (minimum of 90 days).

4.14 **Vendor Sales Desk**

4.14.1 Vendor must have the resources and staffing available for frequent requests for quotations by FAX or email. Many customers prefer working directly with a person as opposed to using the Vendor's website. This must be fully described in the Vendor Profile, Section XII. Provide name, title and direct telephone number.

4.14.2 Vendor's sales desk must be available, at minimum, from 8 a.m. to 5 p.m. Central Time, Monday – Friday, excluding national holidays. Describe the sales desk hours.

4.14.3 Vendor must provide a toll free number for sales calls.

4.15 **Manufacturer Ordering Requirements**

Resellers awarded to sell under one or more of the requested manufacturer volume license agreements must agree to follow the ordering processes for licensing and maintenance required by that manufacturer. The reseller must have salespersons who are knowledgeable in the management and administration of the volume license program. The Vendor's qualifications, experience, and expertise for each manufacturer must be described in Vendor's response to the Vendor Profile in Section XII.

5. **GENERAL INFORMATION ABOUT PRICING**

5.1 **Fixed Cost-Plus/Minus Percentages**

The Vendor must propose an initial fixed cost of the product line for each software manufacturer proposed in addition to providing a method of establishing cost for future updates based on a "plus or minus" percentage of either the Vendor's cost or a national benchmark.

5.1.1 Vendors are **REQUIRED** to include in the Pricing Spreadsheets (Section IX), the price the Vendor pays for the software, and the percentage by which the final price to the State of Mississippi exceeds the Vendor's cost for the software.

- 5.1.2 The cost-plus/minus percentage will be fixed for the term of the EPL primary term and any extension years. To clarify, the State's cost for the products will change over the life of the EPL if the price the Vendor must pay for a given product increases or decreases. However, the percentage over Vendor cost which determines the State's final price WILL NOT change over the life of the EPL.
- 5.1.3 The Vendor must provide their initial proposed price as well as the manufacturer's base price for the software and the percentage by which the final price to the State exceeds the Vendor's cost for the software. ("cost plus")
- 5.1.3.1 Alternatively, Vendor may provide their initial proposed price as well as the percentage by which the final price to the State exceeds or is discounted from a national benchmark for the manufacturer such as GSA, Suggested Retail Price (SRP), or the manufacturer's web pricing. ("cost minus")
- 5.1.4 The Vendor's Proposed State Price is defined as the Vendor Cost plus the proposed percentage mark-up.
- 5.1.4.1 Vendor Cost is defined as the Vendor's invoice cost from the distributor or manufacturer.
- 5.1.4.2 ITS will use this percentage in evaluating cost for scoring purposes.
- 5.1.4.3 The cost-plus percentage applies to new products added in the categories covered by the Cost Matrix as well as the products that are listed.

5.2 **Periodic Cost-Plus Verification**

At any time during the term of this contract, the State reserves the right to request from the Vendor access to and/or a copy of the Software Publisher's Base Pricing Structure for pricing verification. This pricing shall be submitted within seven (7) business days after the State's request. Failure to submit this pricing will be cause for Contract Default.

5.3 **Cost Plus/Minus Percentage Spreadsheet**

Vendor must detail the percentage discounts using the spreadsheet format in Section IX, "Cost Plus/Minus Percentage Spreadsheet."

6. EVALUATION

- 6.1 The State's intent in issuing an EPL RFP is to develop and publish a list of one or more approved Vendors to provide products and services from which Mississippi government and educational entities can make legal purchases. The EPL evaluation process includes initial evaluation by **ITS** as well as a subsequent evaluation by each EPL customer based on its specific needs. Factors considered in the evaluation process include, but are not limited to:
- 6.1.1 Lowest initial and ongoing costs
 - 6.1.2 Vendor Qualifications
 - 6.1.3 Vendor Services
 - 6.1.4 Added Value
- 6.2 It is the intent of **ITS** to place and compare product offerings in categories or evaluate sub-categories for a fair "apples-to-apples" comparison.
- 6.3 **ITS** will evaluate Vendor qualifications as submitted in the Vendor Profile section as part of scoring.
- 6.4 **ITS** will post the scoring criteria for this RFP approximately one hour prior to the proposal opening.

7. "CORE PRODUCTS" - VOLUME LICENSE AGREEMENTS (VLA)

The requirements in this section apply to each VLA (or Software Publisher's comparable term) for which the Vendor is an authorized reseller. The Vendor's response to this RFP **MUST** include a separate set of "**Product Pricing Spreadsheets**" (Section IX) for each of these core manufacturers proposed as well as the "**Cost Plus/Minus Percentage Spreadsheet**" (Section IX).

Note that **ITS** has requested spreadsheets from each of these manufacturers that include the base part numbers, descriptions, list price, and other information. Not all manufacturers have provided this at the time of the RFPs release. Please check the **ITS** webpage for RFP 3594 to obtain the electronic versions of available spreadsheets. <http://www.its.ms.gov/rfps/3594.shtml> . Please use these spreadsheets for your proposal pricing, if available, so that **ITS** can make a true "apples-to-apples" comparison of the proposed pricing.

7.1 Adobe Contractual Licensing Program (CLP)

- 7.1.1 CLP for GOVERNMENT
Adobe Program Member Agreement Number 4400096086
expires 7-19-2009; Level 2 discounts

- 7.1.2 CLP for EDUCATION
-Program Member Agreement Number 4400093203
-Expires 5-31-2009
-New program member number will be 4400147436
-CLP Level 3 discounts
-Can be used only by public K-12 schools, Community Colleges, Institutions of Higher
- 7.1.3 Transactional License Program (TLP)
ITS is requesting Vendor's Cost Plus/Minus TLP discounts in the "**Cost Plus/Minus Percentage Spreadsheet**" but is not requesting that Vendor provide TLP part numbers and costs in the "**Product Pricing Spreadsheets**". It will be **ITS'** and Adobe's preference that Mississippi customer enroll as affiliate members under the State's CLP agreements and purchase under the CLP if they meet the program's requirements. For those entities that do not meet the program requirements, the customer would use TLP.
- 7.1.4 Adobe has supplied an Excel spreadsheet with the CLP part numbers needed for both Government and Academic. Please use this spreadsheet for your Adobe "Product Pricing Spreadsheet".
- 7.1.5 Vendor must be an authorized Adobe reseller.
- Contact information for Adobe
- Simon Park – Academic
sdpark@adobe.com, 800-846-2481 x 7144
- Rob Blair – Government
rblair@adobe.com, 206-675-7144
- 7.1.6 Note that both the Academic and Government CLP agreements are in the process of being renewed by **ITS** and Adobe. The CLP discount levels will be the same.
- 7.2 **Citrix Flex Software License Agreement,**
- 7.2.1 Citrix Agreement Number MSS112904
- 7.2.2 **Pricing.** The State's Flex Agreement provides that the State receives a minimum discount of 44% for all Software products and 25% for Subscription Advantage (maintenance). The Flex Reseller should provide a proposal price that reflects these discounts at a minimum.

- 7.2.2.1 All subscription advantage renewals after the initial purchase are processed and invoiced directly through Citrix.
- 7.2.2.2 Citrix has supplied an Excel spreadsheet with a sample of FLEX part numbers. Please use this spreadsheet for your FLEX “Product Pricing Spreadsheet”. You do not need to submit the entire FLEX product line part numbers – just complete this sample.
- 7.2.3 Reseller Qualifications: Reseller must qualify as a Citrix Global 2000 Program Member or a Citrix Enterprise License Provider (collectively called “Flex Reseller.”)
 - 7.2.3.1 The Flex Reseller must be knowledgeable regarding Citrix licensing and work with existing Mississippi Citrix customers to convert their current licenses to the Flex program when this would be an advantage to the customer.
 - 7.2.3.2 Additional Value-Adds will include expertise in the Citrix arena: installation, integration, and support experience should be reflected in the Vendor Profile and references. Please describe.
- 7.2.4 Contact Information for Citrix

Madelin Rodriguez
954-229-5691
madelin.rodiguez@citrix.com

or

Angela Gomez
angela.gomez@citrix.com
408-422-7853
- 7.3 **Corel Universal Agreement**
Corel CLP Universal Combined Agreement (CLPUCA)
 - 7.3.1 **Pricing**
 - 7.3.1.1 Please propose **Level D** pricing for Government purchasing.
 - 7.3.1.2 Please propose **Level A** pricing for Academic purchasing.

- 7.3.2 Reseller Qualifications: Must be a Corel Authorized “Large Account Reseller (LAR).”
- 7.3.3 Contact information for Corel
- Jeff Hawthorne
888-267-3548 ext 1121
Jeff.Hawthorne@corel.com
- 7.3.4 Note that **ITS** and Corel are currently in the process of renewing our Corel CLP Agreement with the expectation this will be completed by the award date for this RFP.
- 7.3.5 Corel Transactional Licensing (CTL)
ITS is requesting Vendor’s Cost Plus/Minus TLP discounts in the “*Cost Plus/Minus Percentage Spreadsheet*” but is not requesting that Vendor provide CTL part numbers and costs in the “*Product Pricing Spreadsheets*”.
- 7.3.6 Corel has supplied an Excel spreadsheet with the CLP part numbers needed for both Government and Academic. Please use this spreadsheet for your Corel “*Product Pricing Spreadsheet*”.
- 7.3.7 Corel and **ITS** request that all Corel responses in the “*Cost Plus/Minus Percentage Spreadsheet*” be submitted as a “Cost Plus” proposal.
- 7.4 **IBM Passport Advantage Agreement**
- 7.4.1 The Passport Advantage Agreement Number for Mississippi Government entities is **33882**.
- The Passport Advantage Agreement Number for Mississippi Educational entities is **01162**. (Originating Site numbers.)
- 7.4.2 Pricing
- 7.4.2.1 Government Pricing: The Suggested Volume Price (SVP) is Government Band (GV).
- 7.4.2.2 Education Pricing: The Suggested Volume Price (SVP) is Education Band (ED).
- 7.4.3 Reseller Qualifications: Must be a Passport Advantage Approved Reseller

7.4.4 Additional ValueAdd Reseller Qualification. Is the Vendor approved under the IBM Software “ValueNet” program? This would enable the vendor to also sell Cognos and FileNet software through the Passport Agreement.

7.4.5 Contact Information for IBM Passport

Demazio Skelton
404-487-3223
skeltond@us.ibm.com
www.ibm.com/software

7.5 **McAfee, Inc.**

7.5.1 The McAfee, Inc. U. S. Corporate End User License Agreement is McAfee Agreement Number **46000536**.

7.5.2 **Pricing.** The Agreement provides for McAfee “I” band pricing on Software and Software Support. It does not include the purchase of hardware and hardware/software bundles or their support.

7.5.3 Reseller Qualifications: Must be a McAfee Authorized Reseller

7.5.4 McAfee Contact Information

Susan Eggl
972-987-2545
susan_eggl@mcafee.com

7.5.5 McAfee has supplied an Excel spreadsheet with the part numbers needed for both Government and Academic. Please use this spreadsheet for your McAfee “Product Pricing Spreadsheet.” The spreadsheet shows MSRP. In order to get “I-Band” pricing, please use McAfee Quote # 1-7PM42H.

7.6 **Novell**

7.6.1 Novell Licensing Agreements with the State of Mississippi

7.6.1.1 Master License Agreement “MLA” number **M5Z367-000Z05**. The Mississippi MLA currently allows for sales at a 38% discount off of Novell’s list price.

7.6.1.2 The Novell Student License Agreement (SLA) number **000468**.

7.6.1.3 Novell Academic License Agreement (ALA)

7.6.2 The Novell Volume License Agreement (VLA) does not require an underlying signed contract with the state. However, the State is desirous of having Novell VLA pricing available to its customers for the scenarios that would be appropriate.

7.6.3 **Pricing.** Vendor should propose their best pricing for MLA, ALA, SLA and VLA.

7.6.4 It is the intent of **ITS** and Novell that Mississippi Customers will be able to purchase MLA, ALA, or SLA licenses and maintenance either directly through Novell or through the reseller or resellers selected through this RFP. In the case of VLA pricing, orders would only be placed through the awarded reseller(s).

7.6.5 Vendor Qualifications

7.6.5.1 Vendor must describe their Novell certifications and provide supporting documentation from Novell. Scoring consideration will be given in accordance with the certification level.

7.6.5.2 In order to sell under the MLA contract, Vendor must be a Novell Software Service Agent (SSA). In order to sell under the ALA or SLA, Vendor must be a current authorized Novell partner with at least Silver level status.

7.6.5.3 Value-added qualifications and expertise in Novell licensing as well as Novell technical experience are desired. Vendor must address the qualifications in their Vendor Profile that are specific to Novell.

7.6.5.4 Vendor must administer the Novell MLA, SLA and ALA using Novell's standard forms and ordering requirements, including Membership and Ordering Forms, processing the initial order, and subsequent maintenance renewals and annual audits.

7.6.6 Contact Information for Novell

Trent Killpack
tkillpack@novell.com
615-237-9286

or

Laura Shepard
LShepard.WAL-1.WALTHAM@novell.com

7.7 **Symantec Government Alliance Program Master Contract**

7.7.1 **ITS** has a master licensing agreement with Symantec through the Symantec Value Program: **Symantec Government Alliance Program Master Contract, number GPE011203MISSI.**

7.7.2 **Pricing**

7.7.2.1 Resellers should propose **Band H** pricing under the Value Agreement for both Government and Academic purchases for Non-Enterprise Software.

7.7.2.2 For products sold at Band S, the State's Authorized Reseller shall receive a ten (10%) discount off the price on the then current Value Government and Value Academic pricelists.

7.7.3 Reseller Qualifications: Must be a Symantec Government Authorized Reseller. For academic proposal, must be a Symantec Academic Authorized Reseller.

7.7.4 Contact Information for Symantec

Mark Wilhelm
678-406-8503
mwilhelm@symantec.com

or

Deborah Vaughn (for letters of authorization)
703-242-1411
Deborah_Vaughn@symantec.com

7.7.5 Symantec has supplied an Excel sample spreadsheet with the part numbers needed for both Government and Academic. Please use

this spreadsheet for your Symantec “Product Pricing Spreadsheet.” The spreadsheet shows MSRP. Propose your discounted cost from H-Band or S-Band pricing as indicated.

- 7.8 It is **ITS**’ intent and preference that the awarded vendor(s) be able to provide all or most of the “core” software manufacturers described above as well as the “non-core” software manufacturers described below in this section. **ITS** reserves all rights, however, to award a smaller sub-set of software manufacturers to a particular Vendor.
- 7.9 The State may enter into future VLAs during the term of this contract. The Vendor is requested to assist the State in identifying software publishers that may be receptive to a future VLA that would provide statewide aggregate discounts.
- 7.9.1 It is **ITS**’ intent that the awarded Vendor(s) monitor sales from “shrink wrap” or open license purchases and recommend additional VLA programs that may be advantageous to the State during the contract cycle.
- 7.9.2 The awarded Vendor(s) will be required to work with the State and the manufacturer to establish any needed VLAs.
- 7.9.3 The awarded Vendor(s) will be required to use the same cost percentage proposed in Section IX for a given manufacturer for any VLA created, unless otherwise specified in the Vendor Profile, “Vendor Cost.”
- 7.10 Although it is the intent of **ITS** that our customers use the existing Volume License Agreements for their purchases, there may be some instances where it is advantageous to the customer to purchase a product from one of the above named manufactures through open licensing or an alternative licensing program. In this scenario, the awarded reseller(s) is expected to offer the same cost plus percentage proposed for that manufacturer’s VLA as for the alternative or open license purchase.
8. **“NON-CORE” PRODUCTS: ADDITIONAL GENERAL DESKTOP AND UTILITY SOFTWARE NOT COVERED UNDER A STATEWIDE MANUFACTURER AGREEMENT**
- 8.1 It is the intent of **ITS** that this section of the EPL give customers a mechanism to purchase utility software and general software running in a Windows or Linux environment for the desktop level as well as some basic software for the LAN level not covered by any of our existing statewide agreements with manufacturers.

8.2 **Software Deemed Out of Scope**

- 8.2.1 Software covered by existing statewide contracts, which include the volume license agreements described above as well as Microsoft, ESRI, Intergraph, and MapInfo.
- 8.2.2 Instructional Courseware covered by Software Curriculum Express Products List (SCEPL).
- 8.2.3 Programming software (compilers, etc.)
- 8.2.4 Entertainment software
- 8.2.5 Reference software (encyclopedias, atlases, telephone directories)
- 8.2.6 Operating Systems
- 8.2.7 Mainframe level software
- 8.2.8 Any software not operating in a Windows or Linux environment

8.3 **Software Categories within scope**

- 8.3.1 Anti-Virus: anti-virus software for desktop and networks
- 8.3.2 Backup Software: backup software for desktop and networks
- 8.3.3 General Business: word processing, spreadsheets, reporting software
- 8.3.4 Graphics and Design: desktop publishing/graphics, CAD software, presentation and audio visual software
- 8.3.5 Internet/Web: firewall software, web publishing software, e-mail software
- 8.3.6 Networking: terminal emulation software, firewall software, cloning software

8.4 **Specific “NON-CORE” Software Manufacturers Solicited**

The Vendor does NOT have to provide a separate set of **Product Pricing Spreadsheets** in Section IX for these manufacturers. The Vendor DOES have to propose the discounts offered in the **“Cost Plus/Minus Percentage Spreadsheet”** in Section IX for EACH MANUFACTURER proposed.

- 8.4.1 Attachmate

- 8.4.2 Autodesk
- 8.4.3 SAP Business Objects (Crystal Reports/Decisions)
- 8.4.4 Computer Associates
- 8.4.5 EMC: NetWorker, Homebase, Replistor Software
- 8.4.6 Hummingbird
- 8.4.7 Quest
- 8.4.8 Sophos
- 8.4.9 Trend Micro
- 8.4.10 Vendors are reminded that many of the manufacturers above offer products that are for a mainframe platform or otherwise out of scope. Your proposal should only include products that are within scope and are for a Windows/Linux environment.

8.5 Addition of Other Software Manufacturers to this List.

- 8.5.1 **ITS** reserves the right during the life cycle of this RFP to add additional software manufacturers within the scope of the Utility and Desktop Software EPL.
- 8.5.2 Please provide a “not to exceed” percentage which will apply to other software publishers whose products may be added during the life of the EPL. Show this in the “**Cost Plus/Minus Percentage Spreadsheet**” as “Unspecified Publishers.”

9. E-Rate (short for “education rate”) is a federal program administered by the Schools and Libraries Division (SLD) where schools and libraries can qualify for discounts on a wide variety of networking products. This Software EPL is E-Rate qualified for those items that are E-rate reimbursable in that **ITS** has posted a form 470 on the SLD web site advertising RFP 3594. **ITS** Software Vendors are **not** required to participate in the E-rate program, although they are encouraged to do so. E-Rate Service Provider Identification Numbers (“Spin”) will be published in the Vendor Information section of the final published Express Products List, for those Vendors who provided it. In particular, please be aware that some of the Novell software products are eligible for E-Rate discounts.

9.1 Please provide Vendor’s SPIN Number if you participate in this program.

SECTION IX COST INFORMATION SUBMISSION

SUBMISSION OF COST INFORMATION FOR VLAs AND OTHER DESKTOP AND UTILITY SOFTWARE

1. PRODUCT PRICING SPREADSHEET – SAMPLE FORMAT IN THIS SECTION

- 1.1 The Vendor must complete a both a Government AND an Academic Spreadsheet for each software manufacturer being proposed for the “CORE” software manufacturers.
- 1.2 The Vendor must provide ITS with both paper and electronic copies of the pricing spreadsheets. The electronic files should be submitted on a floppy diskette or CD-ROM/DVD and should be in Microsoft Excel or Lotus 1-2-3 format.
- 1.3 The Vendor must provide current pricing for all “CORE” software proposed, including media and documentation. This current pricing must include state government and education prices for all products where applicable.
- 1.4 ITS has requested electronic spreadsheets from each of these manufacturers that include the base part numbers, descriptions, list price, and other information. Not all manufacturers have provided this at the time of the RFPs release. Please check the ITS webpage for RFP 3594 to obtain the electronic versions of available spreadsheets. <http://www.its.ms.gov/rfps/3594.shtml> . Please use the spreadsheets that are available for your proposal pricing so that ITS can make a true “apples-to-apples” comparison of the proposed software.
- 1.5 Vendor’s list must include suggested retail pricing, the Vendor’s cost, proposed price for government and education, and the percentage markup used to determine the Vendor’s government and education prices for the State.
- 1.6 Vendor must also indicate how future pricing information will be provided to the State during the term of the contract.
- 1.7 Vendor must be aware that only price increases resulting from an increase in price by the manufacturer or distributor will be accepted. The Vendor’s proposed percentage markup for these items, as well as the Vendor’s percentage markup for any new items, MUST stay the same as what was originally proposed. Vendor must provide ITS with the suggested retail price.
- 1.8 Pricing proposed for the State MUST equal the Vendor’s invoice cost from the distributor or manufacturer plus the maximum percentage markup that the

reseller will add. This includes pricing for software, media, documentation, etc. Failure to price in this manner shall be cause for proposal rejection.

- 1.9 If the percentage of markup is different for media and documentation, the Vendor must indicate what percentage will be used to determine the State's Cost.

2. **COST-PLUS/MINUS PERCENTAGE SPREADSHEET - – SAMPLE FORMAT IN THIS SECTION**

- 2.1 Vendor must propose a “plus or minus” percentage of either Vendor's cost or national benchmark for the both the “CORE” and “NON-CORE” licenses requested.
- 2.2 Vendor must indicate the purchasing source for each.
- 2.3 Vendor should add additional lines if the percentages vary within each program.
- 2.4 The percentages provided in this table must correspond to the percentages used in the Product Pricing Spreadsheet for all “CORE” products.

3. **SUPPORT REQUIREMENTS & PRICING SPREADSHEET**
This spreadsheet is optional.

- 3.1 The Vendor may optionally provide information and cost of maintenance/technical support options offered through each VLA. This includes provision of regular updates and new releases as well as access to a technical support center. The Vendor must specify how regular updates and new releases are distributed to the user. The Vendor must also specify the period (term) over which the agreement provides releases and updates.
- 3.2 The Vendor may also provide pricing and availability information related to the cost of other support options offered through the Volume Licensing program.
- 3.3 If proposing support options, the Vendor must provide **ITS** with both paper and electronic copies of the support option spreadsheets. The electronic files should be submitted on a floppy diskette or CD-ROM and should be in Microsoft Excel or Lotus 1-2-3 format.

PRODUCT PRICING SPREADSHEET

Vendors must propose an initial fixed cost for all “CORE” software costs for both Government and Academic in a matrix similar to the following in either Excel or Lotus 1-2-3. The level of detail must address the following elements as applicable: item, description, retail, and discount. Any cost not listed in this section may result in Vendor providing those products or services at no charge to the State or face disqualification. Vendor must submit both a hard/paper copy as well as an electronic copy on diskette or CD/DVD.

NOTE: Vendor should use a separate spreadsheet or tab for government and academic if pricing and part numbers are not the same for both. Vendor should also use a separate spreadsheet or tab for each VLA or each MANUFACTURER being proposed. If ITS provided a sample spreadsheet for the manufacturer, Vendor should use it in lieu of creating their own matrix.

RESPONDING VENDOR NAME: _____

MANUFACTURER: _____ (example: Adobe CLP, Corel, Symantec Band H, McAfee Band I, etc.)

TYPE OF PRICING: Pick one – Government, Academic, or Same Pricing/Part Numbers for both Government and Academic

Mfg. Product Number	Vendor Part Number (Optional)	Product Description	Mfg. Suggested Gov./Academic Retail Price	Vendor's Invoice Cost from Mfg. or Distributor	Vendor's Percentage Markup or Percentage Discount off of List	Vendor's Proposed State Price	Other

COST-PLUS/MINUS PERCENTAGE SPREADSHEET

Vendor must propose a “plus or minus” percentage of either the Vendor’s cost or a national benchmark in a matrix similar to the following

Vendor should add additional lines if the percentages vary within each program, for instance, if the percentage is different for a License only vs Maintenance Only vs License plus Maintenance.

Sample Matrix for “CORE” products

RESPONDING VENDOR NAME: _____

Manufacturer	Purchasing Program	Purchasing Source (Direct from Manufacturer or name Distributor)	Cost Plus or Benchmark minus Percentage
Adobe	CLP – Government		
Adobe	CLP – Academic		
Adobe	TLP – Government		
Adobe	TLP – Academic		
Adobe	Media and Documentation		
Citrix	FLEX – licenses		
Citrix	FLEX – Subscription Advantage		
Citrix	Media and Documentation		
Corel	CLP – Government		
Corel	CLP – Academic		
Corel	CTL – Government		
Corel	CTL – Academic		
Corel	Media and Documentation		

Manufacturer	Purchasing Program	Purchasing Source (Direct from Manufacturer or name Distributor)	Cost Plus or Benchmark minus Percentage
IBM Passport	Government		
IBM Passport	Academic		
IBM Passport	Media and Documentation		
McAfee	Government		
McAfee	Academic		
McAfee	Media and Documentation		
Novell	MLA		
Novell	VLA		
Novell	SLA		
Novell	ALA		
Novell	Media and Documentation		
Symantec	Government		
Symantec	Academic		
Symantec	Media and Documentation		

Sample Matrix for “NON-CORE” products. Please add additional lines for other manufacturers.

Manufacturer	Purchasing Program	Purchasing Source (Direct from Manufacturer or name Distributor)	Cost Plus or Benchmark minus Percentage
Unspecified Publishers	Provide a not-to-exceed cost plus mark up for publishers not named in this RFP that might later be added		
Attachmate	Government		
	Academic		
	Media and Documentation		
Autodesk	Government		
	Academic		
	Media and Documentation		

**SUPPORT REQUIREMENTS & PRICING SPREADSHEET
 SUPPORT/INSTALLATION/TRAINING OPTIONS**

Vendor MAY propose service options in the matrix that follows.

NOTE: Vendor should use a separate spreadsheet for government and academic if pricing and part numbers are not the same for both. Vendor should also use a separate spreadsheet for each VLA or each MANUFACTURER being proposed.

RESPONDING VENDOR NAME: _____

MANUFACTURER: _____ (example: Adobe, Corel, Symantec, McAfee, etc. If pricing is the same for all manufacturers, propose as "Same for all MFG")

TYPE OF PRICING: Pick one – Government, Academic, or Same Pricing/Part Numbers for both Government and Academic

Services	Cost/Option	Cost/Option	Cost/Option	Cost/Option
Installation				
Training				
Support				
Other				

SECTION X VENDOR INFORMATION SHEET

1. Directions for Submitting an RFP Diskette:
 - 1.1 The Vendor must submit a 3.5 1.44MB diskette or a CD formatted for a Microsoft Windows platform.
 - 1.2 Vendor must recreate the Vendor Information Sheet as a Word table or an Excel or Lotus spreadsheet.
 - 1.3 Save the file to diskette using this format: [3594veninfo <your name>.xxx (doc, xls)].
2. The maximum number of characters for each field is listed in parenthesis following the field name. For example, company name is listed as COMPANY NAME (50), and has a maximum field size of 50 characters. **If the maximum number of characters listed for a field is exceeded, the data that exceeds the limit will be lost. Also, if additional rows other than the rows listed below are added, the additional data will be lost.**

The Vendor Information File captures several kinds of information about your company that **ITS** needs to process your proposal and to contact your company for projects during the year.

- 2.1 First, we need contact information about the person who completed and submitted the RFP response in case we need to contact someone for information during the RFP proposal validation process. This person will also receive the approval memo and any update memos during the life cycle of the RFP.
- 2.2 We need mailing addresses to which customers should send purchase orders and remittances. We have added a second address line. Some vendors need two lines for their addresses or they are doing business under a different name from their corporate name.
- 2.3 We also need contact information for the persons customers contact for EPL purchase questions. Please list two individuals to receive the customer calls, so that there will be a backup in case someone is out of the office.
- 2.4 Please use the format on the following page for submitting your Vendor Information. Your Vendor Table should have 33 rows of data, no more and no less. Enter your data in the second column, left justified.

COMPANY NAME (50)	YOUR COMPANY NAME
PERSON WHO PREPARED RESPONSE (50) TELEPHONE NUMBER – RFP CONTACT (40) FAX NUMBER – RFP CONTACT (30) INTERNET E-MAIL ADDRESS – RFP CONTACT (50)	BOB JONES 601-532-6738 EXT 234 601-478-8293 jones@itservice.com
MAILING ADDRESS 1 – RFP CONTACT (50) MAILING ADDRESS 2 – RFP CONTACT (50) CITY – RFP CONTACT (25) STATE – RFP CONTACT (2) ZIP – RFP CONTACT (10)	DBA VENDOR NAME OR FIRST ADDRESS LINE 123 SOUTH MAIN STREET JACKSON MS 39204-3836
MAILING ADDRESS 1 – PLACE ORDER TO (50) MAILING ADDRESS 2 – PLACE ORDER TO (50) CITY – PLACE ORDER TO (25) STATE – PLACE ORDER TO (2) ZIP – PLACE ORDER TO (10)	DBA VENDOR NAME OR FIRST ADDRESS LINE 123 SOUTH MAIN STREET JACKSON MS 39204-3836
MAILING ADDRESS 1 – REMIT TO (50) MAILING ADDRESS 2 – REMIT TO (50) CITY – REMIT TO (25) STATE – REMIT TO (2) ZIP – REMIT TO (10)	DBA VENDOR NAME OR FIRST ADDRESS LINE 356 NORTH ELM STREET JACKSON MS 39207-4876
CONTACT PERSON FOR EPLS (50) PHONE NUMBER – EPLS (40) FAX NUMBER – EPLS (30) INTERNET E-MAIL ADDRESS – EPLS (50)	BOB JONES 888-902-7377 601-478-8293 jones@itservice.com
BACKUP PERSON FOR EPLS (50) PHONE NUMBER – BACKUP EPLS (40) FAX NUMBER – BACKUP EPLS (30) INTERNET E-MAIL ADDRESS – BACKUP EPLS (50)	SANDY SMITH 888-902-7376 601-478-8293 ssmith@itservice.com
MAILING ADDRESS 1 – EPLS (50) MAILING ADDRESS 2 – EPLS (50) CITY – EPLS (25) STATE – EPLS (2) ZIP – EPLS (10)	DBA VENDOR NAME OR FIRST ADDRESS LINE 123 SOUTH MAIN STREET JACKSON MS 39204-3836

SECTION XI MARKETING REPORT

1. **Overview**
Vendors whose products are awarded under this RFP **MUST** maintain a record of sales to be reported on an annual basis to **ITS** for sales beginning July 1 and ending June 30 of each year.
2. Incumbent Vendors to current Software EPL 3465 must submit their sales report with their proposal for the period from July 2008 to current.
3. In the Vendor Profile (Section XII), the Vendor is asked to provide examples to show their reporting capabilities for up-to-date sales activity and individual state entity's purchases (at minimum).
4. The following table shows an example of an acceptable marketing report.

Date	Client Name	Purchase Order Summary	Total
04/25/10	MDOT	25 Symantec Norton Anti-Virus	\$\$\$\$\$
04/25/10	MDOT	25 Symantec Norton Anti-Virus Gold Support	\$\$\$\$\$
01/13/10	Health	15 Network Associates McAfee Anti-Virus	\$\$\$\$\$
12/14/09	Jackson State	30 Corel WordPerfect	\$\$\$\$\$
03/25/10	Tunica County Schools	10 Adobe Acrobat Professional	\$\$\$\$\$
02/25/10	Carroll County Schools	4 Symantec Ghost	\$\$\$\$\$
11/22/09	Lauderdale County Schools	1 Adobe Photoshop	\$\$\$\$\$
Total			\$\$\$\$\$

5. Failure to provide this sales information will be cause for disqualification from evaluation in the next Software EPL cycle.
6. **ITS** reserves the right to request more detailed sales information on an individual basis.
7. **ITS** may compile the individual reports into a Summary Marketing Report. The Summary Marketing Report will not show individual client names, only total sales from each Vendor. The Summary Marketing Report will become the property of **ITS** with the right to publish, reproduce or distribute without notification. Vendor's submission of a response to this RFP will constitute acceptance of this policy. Vendors may request a copy of this report under the **ITS** Open Records Procedure.
8. Any requests other than the Summary Marketing Report for copies of an individual Vendor's marketing report or any other information that is part of the Vendor's proposal will fall under **ITS** open records policy as defined in the **ITS** Procurement Handbook.
9. The **ITS** staff places a high value on this historical information. We acknowledge the effort entailed in compiling this information and offer our appreciation in advance.

SECTION XII VENDOR PROFILE

This Vendor Profile solicits specific information about the Vendors proposing products on this RFP. ITS reserves the right to use this information in determining a Vendor's qualifications and ability to serve the state as additional consideration in scoring, and to share such Vendor information not labeled below as Confidential with our users as they request it.

Vendor should answer these questions in relation to how Vendor can serve ITS' Mississippi government and education clients. ITS is not interested in volumes of annual reports or marketing brochures that generalize Vendor national services. We want to know, in detail, how Vendor proposes to service Mississippi clients.

Directions: All Vendors must respond to all of the following questions in a point-by-point response. Please be concise and answer all questions.

1. History

- 1.1 Please provide background details on the company including year started, business structure, ownership information, and changes in control.
- 1.2 How many years has Vendor's company been in business? (Minimum of 1 year)
- 1.3 Has Vendor been awarded previous ITS RFPs/contracts or participated in other ITS EPLs or General RFPs? Please describe.

2. Financial information. Provide information substantiating that the Vendor has the financial viability to provide the products/services proposed. Information provided in response to this question will be deemed confidential as provided through ITS Open Records policy and procedures. If submitting data as part of a parent company, differentiate the parent company data from data from the responding Vendor's finances. If relying on the financial data of a parent company, supply documentation from the parent company guaranteeing the responding Vendor's performance under this RFP.

- 2.1 Is the proposing Vendor under federal bankruptcy proceedings? If so, please describe.
- 2.2 To Vendor's knowledge, are the manufacturers of any of the products proposed under federal bankruptcy proceedings? If so, please describe.
- 2.3 Supply a copy of Vendor's most recent audited* financial statement or annual report. (Required) (*CPA Review financial statement is acceptable.) At a minimum, the report should include assets/liabilities and an income/revenue report.

- 2.4 Vendor may additionally supply some or all of the following as supporting documentation. (Optional)
- 2.4.1 Dunn and Bradstreet rating with copy of D & B report. Note **ITS** will not pay D & B for these reports.
 - 2.4.2 Business profile or annual report.
 - 2.4.3 Evidence of any other guarantors. Submit supporting documentation.
 - 2.4.4 Company's credit level with its major supplier. Submit supporting documentation such as a letter from supplier or banker.
 - 2.4.5 Other documentation.

3. Vendor Qualifications and Services

- 3.1 The Vendor must discuss all steps involved in distributing this product (from receipt of purchase order to distribution center to customer). This information **must include** name of manufacturer or distributor from which products are obtained.

Please address the process for the following

- 3.1.1 Handling sales and quotation requests;
 - 3.1.2 Tracking the delivery of products (include estimated delivery time and method for correcting shipment errors);
 - 3.1.3 Installation;
 - 3.1.4 Billing;
 - 3.1.5 Pricing;
 - 3.1.6 Training.
- 3.2 Please provide examples of reports available to summarize Vendor's sales activity. Vendor must be able to provide reports summarizing, at minimum, up-to-date sales activity and individual state entity's purchases.
- 3.3 Please describe any special manufacturer certifications or reseller levels that the Vendor may hold.
- 3.4 Describe expertise/familiarity experience with the licensing process for each manufacturer proposed. Describe direct experience with manufacturer's

licensing programs. Include information regarding any in-house reps with specializations in proposed manufacturers' products.

- 3.5 Please list any other statewide contracts held by the Vendor for administering a VLA.
- 3.6 Will Vendor use any third parties to provide any services indicated in this section? If yes, please list and describe.
- 3.7 Vendor Website
 - 3.7.1 Does Vendor have a website to allow state entities to access to product and pricing information online? If yes, please describe how this will be facilitated.
 - 3.7.1.1 Provide a sample web address with examples of web capabilities and any needed logons or passwords. The State is most desirous of reviewing a similar web installation from Vendor.
 - 3.7.1.2 Vendor's website, at minimum, must include the following features:
 - 3.7.1.2.1 Product Name
 - 3.7.1.2.2 Product Number
 - 3.7.1.2.3 Contract Price
 - 3.7.1.2.4 A feature to allow downloading or printing the entire price list for each manufacturer's volume license agreement, as well as pricing information for individual items.
 - 3.7.2 How will Vendor handle pricing and product updates?
 - 3.7.3 How often will Vendor update pricing and products?
 - 3.7.4 How does the Customer search for particular items from the website?
 - 3.7.5 Will there be a logon and password required for the Customer to access the website? Please describe.

It is **ITS'** preference that the website maintained by an awarded Vendor not require each Mississippi customer to set up an individual account with logon and password in order to access pricing. Our preference is that either no logon or password is

required or that a generic logon and password would be used to access pricing that would be the same for all Mississippi customers.

- 3.7.6 How will the Vendor provide any specialized forms to the Customer that are required by the manufacturer?

4. **Vendor Cost**

- 4.1 Vendor must provide a complete description of the Vendor's cost and markup to the State for EACH manufacturer proposed, including:
- 4.1.1 From whom does Vendor purchase the software? Direct from manufacturer? Through a distributor? (ex. Tech Data, Ingram Micro, etc.)
 - 4.1.2 What is the percentage markup used in Section IX? Please explain if there are differences in the percentage markup for:
 - 4.1.2.1 Government and Academic
 - 4.1.2.2 Software Titles/Categories within one manufacturer's product line
 - 4.1.2.3 Media
 - 4.1.2.4 "Shrink Wrap," open licenses, or VLA licenses. Will the responding Vendor's markup remain the same?

5. **Value Added Services**

- 5.1 The Vendor is requested to provide details on those goods and services that he is able to offer over and above this agreement's offerings. These services and characteristics should set the Vendor's company apart from those competing to offer similar services. The Vendor must provide **all costs** for these services. The Vendor must respond item-by-item to each of the following requirements:
- 5.2 Is Vendor willing to provide any educational seminars or technical briefings? If yes, please describe.
- 5.3 Please describe any attributes of your method of contract management, distribution, and reporting that could be considered a benefit over competitors.
- 5.4 Discuss to what degree Vendor is experienced with the **ITS** customer base.
- 5.5 Please describe Vendor's ability to work with LAN/WAN system integrators on implementation and support for their clients within the **ITS** customer base.

SECTION XIII REFERENCES

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

1. References

- 1.1 The Vendor must provide at least five (5) references consisting of Vendor accounts that the State may contact. Required information includes name, address, telephone number, and length of time the account has been a reference. Forms for providing reference information are included on the next page. 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. Failure to provide this information in the manner described may subject the Vendor's proposal to being rated unfavorably relative to these criteria or disqualified altogether at the State's sole discretion.
- 1.2 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
 - 1.2.1 The reference installation must be similar in function and size to the agency/institution for which this RFP is issued;
 - 1.2.2 The reference installation product/service must be configured similarly or identically to this RFP; and
 - 1.2.3 The reference installation must have been operational for at least twelve (12) months.
 - 1.2.4 Additional reference requirements:
 - 1.2.4.1 There are no additional reference requirements for this RFP.

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 five (5) 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. The Vendor must note that the same requirements found in the References section apply to subcontractors.

REFERENCE FORM

Complete five (5) Reference Forms.

Contact Name:

Company Name:

Address:

Phone #:

E-Mail:

Project Start Date:

Project End Date:

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

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SUBCONTRACTOR REFERENCE FORM

Complete a separate form for each subcontractor proposed.

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

Scope of services/products to be provided by subcontractor:

Complete five (5) 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**. Due to the need for uniformity among EPL Vendors, all awarded Vendors must be willing to execute the Master Purchase Agreement with no exceptions.

**MASTER PURCHASE AGREEMENT
BETWEEN
INSERT NAME OF VENDOR
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI**

This Master Purchase Agreement (hereinafter referred to as “Master Agreement”) is entered into by and between **INSERT NAME OF VENDOR**, a **INSERT STATE OF INCORPORATION** corporation having its principal place of business at **INSERT STREET ADDRESS FOR VENDOR** (hereinafter referred to as “Seller”), and the Mississippi Department of Information Technology Services, having its principal place of business at 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201 (hereinafter referred to as “ITS”), as contracting agent for the governmental agencies and institutions of the State of Mississippi (hereinafter referred to as “Purchaser”). ITS and Purchaser are sometimes collectively referred to herein as “State”.

WHEREAS, ITS, pursuant to Request for Proposals (hereinafter referred to as “RFP”) Number 3594, requested proposals for the selection of vendors to sell general desktop and utility software not covered under a statewide manufacturer agreement, as well as vendors to fulfill the requirements of a _____ authorized reseller under the terms of the **INSERT NAME OF MANUFACTURER’S CONTRACT** which the State has entered into with **INSERT NAME OF SOFTWARE MANUFACTURER**;

WHEREAS, the State may also enter into future volume license agreements during the term of this Master Agreement, which will require an authorized reseller to administer such agreements, and which future volume license agreements would be added to this Master Agreement by a mutually agreed upon amendment;

WHEREAS, Seller was a successful proposer in an open, fair and competitive procurement process to serve as an authorized reseller;

WHEREAS, ITS desires to enter into a Master Agreement containing the terms and conditions which will govern any orders placed by the Purchaser during the term of this Master Agreement for software (“Products”) and services from Seller as specified in RFP No. 3594;

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

ARTICLE 1 TERM OF AGREEMENT

Unless terminated as prescribed elsewhere herein, this Master Agreement will become effective on the date it is signed by all parties (the “Effective Date”) and will continue in effect through June 30, 2012, or until all warranties provided by Seller to Purchaser have expired, whichever occurs last. At the end of the initial term, the Master Agreement may, upon the written

agreement of the parties, be renewed for additional terms, the length of which will be agreed upon by the parties. Sixty (60) days prior to the expiration of the initial or any renewal term of this Master Agreement, Seller shall notify ITS in writing of the impending expiration and thereafter ITS shall notify Seller of its intent to either renew or cancel the Master Agreement.

ARTICLE 2 MODIFICATION OR RENEGOTIATION

This Master Agreement and any supplement/purchase order thereto 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 Master Agreement and any pertinent supplement/purchase order if federal and/or state revisions of any applicable laws or regulations make changes in this Master Agreement and any pertinent supplement/purchase order necessary.

ARTICLE 3 INCLUDED PARTIES

Seller will accept orders from and furnish the Products and services under this Master Agreement to any governmental agency, governing authority, or educational institution within Mississippi, at prices not to exceed those specified in Seller's Proposal in response to RFP No. 3594.

ARTICLE 4 ADDITIONAL TERMS AND CONDITIONS

All provisions in this Master Agreement are in addition to the requirements of RFP No. 3594 and Seller's Proposal in response thereto, which are both incorporated into and made a part of this Master Agreement.

ARTICLE 5 ORDERS

5.1 The State does not guarantee that it will purchase any minimum amount under this Master Agreement.

5.2 The Parties agree that some or all of the Products and/or Services as proposed by Seller may be published as the Microsoft Express Products List ("EPL"). ITS and Seller will mutually agree on the format and content of the EPL.

5.3 When a Purchaser decides to procure any Products and/or services from Seller, the Purchaser shall execute a supplement/purchase order to be signed by Seller and an authorized representative of the Purchaser. The supplement/purchase order shall set forth the Products/services to be procured; the prices for same; any warranty period, the specific details of the transaction, and any additional terms and conditions agreed to by the parties. All supplements/purchase orders shall be governed by, and incorporate by reference, the terms and conditions of this Master Agreement. Excluding better pricing and/or discounts which may be specified in a supplement/purchase order, in the event of a conflict between the other terms and conditions in the supplement/purchase order and this Master Agreement, the terms and conditions of this Master Agreement shall prevail. The parties agree that the Purchaser has the right to adjust the quantities of purchases based upon the availability of funding or as determined necessary by the Purchaser.

5.4 Seller guarantees its pricing for the term of RFP No. 3594. In the event there is a national price decrease of the Products bid during that time, Seller agrees to extend the new, lower pricing

to Purchaser. Seller shall not increase its pricing during the term of this Master Agreement unless the manufacturer has issued a price increase for the particular Product. Regardless of any price increase or decrease, the discount structure shall remain the same during the term of this Master Agreement.

ARTICLE 6 PRODUCT CHANGES

6.1 Seller and ITS may, at any time, mutually agree in writing to amend the list of Products specified in Seller's Proposal in response to RFP No. 3594 so as to add other Products which shall then be available to Purchaser under the terms of this Master Agreement.

6.2 Seller shall be under no obligation to continue to stock in its inventory any Product, and Seller may delete any manufacturer discontinued Products from the list of Products specified in Seller's Proposal in response to RFP No. 3594 at any time. Seller shall provide prior written notice to ITS that the Products are being discontinued by the manufacturer.

ARTICLE 7 METHOD OF PAYMENT

7.1 Once the Products have been accepted by Purchaser as prescribed in Article 8 herein, or there has been lack of notice to the contrary, Seller shall submit an invoice for the cost and shall certify that the billing is true and correct. The State may, at its sole discretion, require Seller to submit invoices and supporting documentation electronically at any time during the term of this Master Agreement. Services will be invoiced as they are rendered. Purchaser agrees to pay Seller in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the State within forty-five (45) days of receipt of the invoice. All payments shall be in United States currency. Seller understands and agrees that Purchaser is exempt from the payment of taxes. Payments by state agencies that make payments through the Statewide Automated Accounting System ("SAAS") shall be made and remittance information provided electronically as directed by the State. Payments by SAAS agencies shall be deposited into the bank account of the Seller's choice. No payment, including final payment, shall be construed as acceptance of defective Products or incomplete work, and Seller shall remain responsible and liable for full performance in strict compliance with the contract documents specified in Article 37 herein.

7.2 If payment of undisputed amounts is not made to Seller within forty-five (45) days of Purchaser's receipt of the invoice, Purchaser shall be liable to Seller for interest at a rate of one and one-half percent (1 ½%) per month (or such lesser rate as may be the maximum permissible rate under the law) on the unpaid balance from the expiration of such forty-five (45) day period until such time as payment is made.

7.3 Acceptance by Seller of the last payment from the Purchaser under a supplement/purchase order shall operate as a release of all claims against the State by Seller and any subcontractors or other persons supplying labor or materials used in the performance of any work under a supplement/purchase order.

ARTICLE 8 DELIVERY; RISK OF LOSS; INSTALLATION, AND ACCEPTANCE

8.1 Seller shall deliver the Products to the location specified by Purchaser and pursuant to the delivery schedule mutually agreed to by the parties.

8.2 Seller shall assume and shall bear the entire risk of loss and damage to the Products from any cause whatsoever while in transit and at all times throughout its possession thereof.

8.3 If installation by Seller is required, Seller acknowledges that installation of the Products shall be accomplished with minimal interruption of Purchaser's normal day to day operations, and that the installation will be pursuant to the requirements of the Purchaser.

8.4 Seller warrants that all Products shall be properly delivered, installed and integrated, if necessary, for acceptance testing within the scheduling deadlines agreed to by the parties as the site is deemed ready for installation. If installation by Seller is required, Seller shall provide Purchaser with an installation schedule identifying the date, time and location within the scheduling deadlines agreed to by the parties.

8.5 Unless a different acceptance period is agreed upon in writing by Seller and the Purchaser, Purchaser shall accept the Products provided by Seller after a thirty (30) calendar day testing period utilizing testing criteria developed by Purchaser. During the acceptance period, Purchaser shall have the opportunity to evaluate and test the Products to confirm that they perform without any defects and perform pursuant to the manufacturer's Product specifications. Purchaser shall notify Seller in writing of its acceptance of the Products.

8.6 In the event the Product fails to perform as stated in Article 8.5 herein, Purchaser shall notify Seller. Unless a different period of time is agreed to by Seller and the Purchaser, Seller shall, within four (4) working days, correct the defects identified by Purchaser or replace the defective Product. If Seller neither corrects the defects nor replaces the defective Product, Purchaser reserves the right to return the Product to Seller at Seller's expense and to cancel the supplement/purchase order.

ARTICLE 9 WARRANTIES

9.1 Seller represents and warrants that it has the right to license the software Products provided under this Master Agreement.

9.2 Seller represents and warrants that it has and will obtain and pass through to Purchaser any and all warranties obtained or available from the manufacturer/licensor of the Product.

9.3 Unless a longer warranty period is specified in the supplement/purchase order, Seller represents and warrants, for a period of ninety (90) days from performance of the service, that all work hereunder, including but not limited to, consulting, training and technical support, has been performed in a good and workmanlike manner and consistent with generally accepted industry standards. For any breach of this warranty, Seller shall perform the services again, at no cost to Purchaser, or if Seller is unable to perform the services as warranted, Seller shall reimburse Purchaser the fees paid to Seller for the unsatisfactory services.

9.4 Unless a different warranty is stated in the supplement/purchase order, Seller represents and warrants that the Products will operate free from defects for a period of ninety (90) days after acceptance, and will provide Purchaser complete functionality necessary for the operation of the system. Seller's obligations pursuant to this warranty shall include, but are not limited to, the repair of all defects or the replacement of the Product at the expense of Seller. In the event Seller is unable to repair or replace the Product within ten (10) working days after receipt of notice of the defect, Purchaser shall be entitled to a full refund of fees paid and shall have the right to terminate the supplement/purchase order and this Master Agreement in whole or in part solely as between Seller and Purchaser. Purchaser's rights hereunder are in addition to any other rights Purchaser may have.

9.5 Seller represents and warrants that there is no disabling code, lockup program or device embedded in the Products provided to Purchaser. Seller further agrees that it will not, under any circumstances, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Purchaser's licensed use of the Products and/or which would restrict Purchaser from accessing its data files or in any way interfere with the transactions of Purchaser's business. For any breach of this warranty, Seller at its expense shall, within five (5) working days after receipt of notification of the breach, deliver Products to Purchaser that are free of such disabling code, lockup program or device.

9.6 Seller represents and warrants that there is no computer virus contained in the Products when delivered to Purchaser. For purposes of this provision, a computer virus shall be defined as code intentionally inserted in the Products that will damage or destroy Purchaser's applications or data. For any breach of this warranty, Seller at its expense shall, within five (5) working days after receipt of notification of the breach, deliver Products to Purchaser that are free of any virus, and shall be responsible for repairing, at Seller's expense, any and all damage done by the virus to Purchaser's site.

9.7 Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) 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. Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Seller 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. Seller understands and agrees that any breach of these warranties may subject Seller 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 Seller 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, Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

ARTICLE 10 INFRINGEMENT INDEMNIFICATION

10.1 Seller represents and warrants that neither the Products, their elements nor the use thereof violates or infringes on any copyright, patent, trade secret or other proprietary right of any person or entity. Seller, at its own expense, shall defend or settle any and all infringement actions filed against Seller or Purchaser which involve the Products provided under this Master Agreement and shall pay all costs, attorney fees, settlements, damages and judgment finally awarded against Purchaser, provided that: (i) Purchaser promptly notifies Seller in writing of any such claim of which it has knowledge; (ii) Seller has, to the extent authorized by Mississippi law, sole control of the defense of any actions and negotiations related to the defense or settlement of any claim, and (iii) Purchaser cooperates in the defense of the claim by supplying Seller all relevant information currently available and in its possession, all at Seller's expense.

10.2 If Seller believes that the Product is or will become the subject of an infringement claim, or in the event that use of the Product is enjoined, Seller, at its own expense, shall: (a) procure for Purchaser the right to continue using the Product, or upon failing to procure such right; (b) modify or replace the Product to make it non-infringing while maintaining substantially similar software functionality or data/informational content, or upon failing to secure either such right, (c) request Purchaser to return the infringing items to Seller and Seller shall refund the software license fees previously paid by Purchaser for the software the Purchaser may no longer use. Said refund shall be paid within thirty (30) calendar days of notice to Purchaser to discontinue said use.

10.3 Seller shall have no indemnification obligations to Purchaser under this Article for any infringement resulting directly from: (i) the combination or use of the Product with other items not provided by Seller; (ii) material modification of the Product by someone other than Seller, its agents or subcontractors or Purchaser's employees who were working at Seller's direction; (iii) use of an allegedly infringing version of the Product if the alleged infringement would have been avoided by the use of a different version Seller made available to Purchaser at no cost to Purchaser, as long as the new or corrected version did not adversely affect the Purchaser's system's functionality.

ARTICLE 11 EMPLOYMENT STATUS

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

11.2 Seller represents that it is qualified to perform the duties to be performed under this Master 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 Master Agreement. Such personnel shall not be deemed in any way directly or indirectly, expressly or by implication, to be employees of Purchaser. Seller 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 Seller nor employees of Seller are entitled to state retirement or leave benefits.

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

11.4 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 Seller shall be paid as a gross sum with no withholdings or deductions being made by Purchaser for any purpose from said contract sum.

ARTICLE 12 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

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

ARTICLE 13 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

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

13.2 Neither party may assign or otherwise transfer the supplement/purchase order and/or this Master 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. The supplement/purchase order and this Master Agreement shall be binding upon the parties' respective successors and assigns.

13.3 Seller must obtain the written approval of Purchaser before subcontracting any portion of the supplement/purchase order and this Master Agreement. No such approval by Purchaser of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Purchaser in addition to the total fixed price agreed upon in the supplement/purchase order. All subcontracts shall incorporate the terms of the supplement/purchase order and this Master Agreement and shall be subject to the terms and conditions of same and to any conditions of approval that Purchaser may deem necessary.

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

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

ARTICLE 14 AVAILABILITY OF FUNDS

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

ARTICLE 15 TERMINATION

15.1 Termination Upon Mutual Agreement: The supplement/purchase order may be terminated in whole or in part without the assessment of any penalties upon the mutual written agreement of Seller and the Purchaser.

15.2 Termination Due To Bankruptcy: Should Seller become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or execute an assignment for the benefit of its creditors, the Purchaser may terminate a supplement/purchase order and this Master Agreement solely as between those two parties without the assessment of any penalties.

15.3 Termination Other Than For Cause: A Purchaser may terminate the supplement/purchase order and this Master Agreement as to itself only, in whole or in part, and without the assessment of any penalties, for any reason after giving thirty (30) days written notice specifying the effective date thereof to Seller.

15.4 Termination For Cause: Either party may terminate a supplement/purchase order and this Master Agreement solely as between those two parties and without the assessment of any penalties upon a material breach by the other party upon thirty (30) calendar days prior written notice unless the defaulting party cures such breach within such thirty (30) calendar-day period, or if the breach is one that is curable but requires more than thirty (30) calendar days to cure, develops a plan to cure such breach within a mutually agreeable period of time and diligently proceeds according to such mutually agreed plan until the breach is cured. Provided that, if the Purchaser terminates a supplement/purchase order and this Master Agreement solely as between those two parties because of Seller's inability to cure material defects after notice and opportunity to cure, the Purchaser may terminate the supplement/purchase order and this Master Agreement solely as between those two parties without also providing the notice and opportunity to cure required in this Article. The non-defaulting party may also pursue any remedy available to it in law or in equity.

15.5 Termination of Master Agreement: ITS may terminate the Master Agreement for any reason and without the assessment of any penalties after giving thirty (30) calendar days written notice specifying the effective date thereof to Seller, but any supplement/purchase order entered into prior to the termination date of the Master Agreement shall survive the termination of the Master Agreement. The terms of this Master Agreement shall survive its termination/expiration with respect to any unexpired supplements/purchase orders.

15.6 Upon termination of a supplement/purchase order, Seller shall refund any and all applicable unexpended pro-rated support/service fees previously paid by the Purchaser. Further, in the event a supplement/purchase order is terminated, Seller shall be paid for Services completed by Seller and accepted by Purchaser prior to the termination. Such compensation shall be based upon and shall not exceed the amounts set forth in the particular supplement/purchase order.

ARTICLE 16 GOVERNING LAW

This Master Agreement and each supplement/purchase order 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. Seller expressly agrees that under no circumstances shall Purchaser or ITS be obligated to pay an attorneys fee, prejudgment interest or the cost of legal action to Seller. Further, nothing in this Master Agreement shall affect any statutory rights Purchaser may have that cannot be waived or limited by contract.

ARTICLE 17 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 the supplement/purchase order or this Master 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 18 SEVERABILITY

If any term or provision of a supplement/purchase order or this Master 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 the supplement/purchase order or this Master Agreement shall be valid and enforceable to the fullest extent permitted by law, provided that the Purchaser's purpose for entering into the supplement/purchase order can be fully achieved by the remaining portions of the supplement/purchase order that have not been severed.

ARTICLE 19 CAPTIONS

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

ARTICLE 20 HOLD HARMLESS

To the fullest extent allowed by law, Seller shall indemnify, defend, save and hold harmless, protect and exonerate Purchaser, 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 Seller and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform the supplement/purchase order and this Master Agreement.

ARTICLE 21 THIRD PARTY ACTION NOTIFICATION

Seller shall notify Purchaser in writing within five (5) business days of Seller 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 Seller or Purchaser by any entity that may result in litigation related in any way to a supplement/purchase order or this Master Agreement and/or which may affect the Seller's performance under the supplement/purchase order or this Master Agreement. Failure of the Seller to provide such written notice to Purchaser shall be considered a material breach of the supplement/purchase order and this Master Agreement and the Purchaser 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 22 AUTHORITY TO CONTRACT

Seller warrants that it is a validly organized business with valid authority to enter into this Master Agreement; that entry into and performance under this Master 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 Master 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 a supplement/purchase order and this Master Agreement.

ARTICLE 23 NOTICE

Any notice required or permitted to be given under this Master 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, to the party to whom the notice should be given at their usual business address. ITS' address for notice is: Mr. David L. Litchliter, Executive Director, Mississippi Department of Information Technology Services, 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201. Seller's address for notice is: **INSERT NAME, TITLE, AND 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 24 RECORD RETENTION AND ACCESS TO RECORDS

Seller 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 Master Agreement and the supplement/purchase order. The Purchaser, ITS, any State or federal agency authorized to audit Purchaser, and/or any of their duly authorized representatives, shall, at their expense and upon prior reasonable written notice to Seller, have access to this Master Agreement, supplement/purchase order, and to any of the Seller's books, documents, papers and/or records that are pertinent to the supplement/purchase order and this Master Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Seller's office, as applicable, where such records are kept during normal business hours. All records relating to this Master Agreement and the supplement/purchase order shall be retained by the Seller for three (3) years from the date of receipt of final payment under this Master Agreement and the supplement/purchase order. 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 25 INSURANCE

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

ARTICLE 26 DISPUTES

26.1 Should disputes arise with respect to the supplement/purchase order and/or this Master Agreement, Seller and Purchaser agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. Seller agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the supplement/purchase order and/or this Master Agreement. Should Seller fail to continue without delay to perform its responsibilities under the supplement/purchase order and/or this Master Agreement in the accomplishment of all work, any additional costs incurred by Seller or Purchaser as a result of such failure to proceed shall be borne by Seller and Seller shall make no claim against Purchaser for such costs.

26.2 If Seller and Purchaser cannot resolve a dispute within ten (10) calendar days following written notification by either party of the existence of said dispute, then the following procedure shall apply:

A. The parties agree to resolve such matters through submission of their dispute to the Executive Director of ITS, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the parties within ten (10) calendar days after presentation of such dispute for his/her decision.

B. Purchaser may withhold payments on disputed items pending resolution of the dispute. The withholding of such payments shall not constitute cause for termination or suspension of the supplement/purchase order and/or this Master Agreement by Seller.

C. Disagreement with the Executive Director's decision by either party shall not constitute a breach under the terms of this Master Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

ARTICLE 27 COMPLIANCE WITH LAWS

Seller shall comply with, and all activities under the supplement/purchase order and this Master Agreement shall be subject to, all Purchaser policies and procedures of which Seller has knowledge, and all applicable federal, state and local laws and regulations as now existing and as may be amended or modified. Specifically, but not limited to, Seller shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of the supplement/purchase order and this Master Agreement because of race, creed, color, sex, age, national origin or disability.

ARTICLE 28 CONFLICT OF INTEREST

Seller shall notify Purchaser of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to Purchaser's satisfaction, Purchaser reserves the right to terminate the supplement/purchase order and this Master Agreement as to itself only.

ARTICLE 29 SOVEREIGN IMMUNITY

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

ARTICLE 30 CONFIDENTIAL INFORMATION

30.1 Seller shall treat all Purchaser data and information to which it has access by Seller's performance under the supplement/purchase order and this Master Agreement as confidential and shall not disclose such data or information to a third party without specific written consent. In the event that Seller 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, the Seller shall promptly inform Purchaser 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 the supplement/purchase order or this Master Agreement and shall continue in full force and effect and shall be binding upon the Seller and its agents, employees,

successors, assigns, subcontractors or any party or entity claiming an interest in the supplement/purchase order or this Master Agreement on behalf of, or under the rights of the Seller following any termination or completion of the supplement/purchase order or this Master Agreement.

30.2 The foregoing obligations do not apply to information which: (a) is or becomes known by the Seller without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public through no act or omission of Seller, or (c) is independently developed by Seller without use of confidential or proprietary information.

30.3 With the exception of any attached exhibits which are labeled as “confidential”, the parties understand and agree that the supplement/purchase order and this Master Agreement do not constitute confidential information, and may be reproduced and distributed by the State without notification to Seller. ITS will provide third party notice to Seller of any requests received by ITS for any such confidential exhibits so as to allow Seller the opportunity to protect the information by court order as outlined in ITS Public Records Procedures. The preceding notwithstanding, Seller understands that copies of this executed Master Agreement along with any exhibits labeled as “confidential” may be distributed to the governmental agencies, educational institutions, and other public entities of the State of Mississippi without any such notice.

ARTICLE 31 EFFECT OF SIGNATURE

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

ARTICLE 32 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

The Purchaser shall own all files, work papers, documentation, programs, data bases (and all applications thereof), data, and/or other material, electronic or otherwise, collected and created in connection with work performed under a supplement/purchase order, whether completed or in progress, except for: (a) Seller’s internal administrative and quality assurance files and internal project correspondence; (b) software, documents, objects or things owned by Seller or a third party and pre-existing the work performed under the supplement/purchase order, and (c) documents, objects or things in which Seller has no right to transfer ownership. As to such documents, objects and things, Seller shall convey such right or interest to the extent allowed by law. Seller shall deliver such documents and work papers to Purchaser upon termination or completion of the supplement/purchase order. The foregoing notwithstanding, Seller shall be entitled to retain a set of such work papers only after receiving written permission from the Purchaser.

ARTICLE 33 FORCE MAJEURE

Both Seller and the Purchaser shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods or other natural disasters (the "Force Majeure Events"). Delays in delivery or in meeting completion dates due to Force Majeure Events shall extend such dates as mutually agreed to by the parties.

ARTICLE 34 STATE PROPERTY

Seller shall be responsible for the proper custody of any Purchaser-owned property furnished for Seller's use in connection with work performed pursuant to any supplement/purchase order. Seller shall reimburse the Purchaser for any loss or damage, normal wear and tear excepted.

ARTICLE 35 NEWS RELEASES

News releases pertaining to a supplement/purchase order or this Master Agreement or the products, study, data, or project to which it relates will not be made without prior written Purchaser approval, and then only in accordance with the explicit written instructions from Purchaser.

ARTICLE 36 SURVIVAL

Articles 9, 10, 16, 20, 24, 29, 30, 32, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of the supplement/purchase order or this Master Agreement.

ARTICLE 37 ENTIRE AGREEMENT

37.1 This Master Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes any conflicting negotiations, understandings and agreements, written or oral, between the parties relating hereto, including all terms of any unsigned "shrink-wrap," "clickwrap," or "browse-wrap" license included in any package, media or electronic or online version of Seller-furnished software. The supplement/purchase order, the Published EPL, RFP No. 3594, the LOC, if any, and the Seller's Proposals submitted in response thereto are hereby incorporated into and made a part of this Master Agreement as far as the individual governmental agency/institution is concerned.

37.2 The Master Agreement made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

- A. The Exception Summary as agreed to by ITS and Seller;
- B. This Master Agreement signed by both parties;
- C. The published EPL;
- D. RFP No. 3594;
- E. Official written correspondence from ITS to Seller;

- F. Official written correspondence from Seller to ITS when clarifying Seller's proposal;
- G. Seller's Proposals, as accepted by Purchaser, in response to RFP No. 3594 and the underlying LOC, if any; and
- H. The purchase order or additional contract, if required, between Purchaser and Seller.

37.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by Seller. 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. The Exception Summary") and the lowest document is listed last ("H. The purchase order or additional contract, if required, between Purchaser and Seller").

ARTICLE 38 SERVICES

When ordered by Purchaser, Seller agrees to provide consulting, training and technical support services as mutually agreed upon by Seller and Purchaser.

ARTICLE 39 COMPARABLE TERMS, CONDITIONS AND PRICING

Seller represents and warrants that all of the prices, discounts, terms, warranties and benefits granted by Seller to Purchaser under this Master Agreement are comparable to or better than the prices, discounts, terms, warranties and benefits that, as of the effective date of this Master Agreement, Seller has extended to any other purchaser of the Products. If Seller should enter into any agreement with another purchaser under which such purchaser is afforded more favorable pricing, discounts, terms, warranties and benefits, then Seller agrees to amend this Master Agreement, retroactively to the effective date hereof, so as to extend such favorable pricing, discounts, terms, warranties and benefits to Purchaser.

ARTICLE 40 DEBARMENT AND SUSPENSION CERTIFICATION

Seller 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 Master 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 Master Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

ARTICLE 41 NETWORK SECURITY

Seller and Purchaser understand and agree that the State of Mississippi’s Enterprise Security Policy mandates that all remote access to and/or from the State network must be accomplished via a Virtual Private Network (VPN). If remote access is required at any time during the life of this Agreement, Seller and Purchaser agree to implement/maintain a VPN for this connectivity. This required VPN must be IPSec-capable (ESP tunnel mode) and will terminate on a Cisco VPN-capable device (i.e. VPN concentrator, PIX firewall, etc.) on the State’s premises. Seller agrees that it must, at its expense, implement/maintain a compatible hardware/software solution to terminate the specified VPN on Seller’s premises. The parties further understand and agree that the State protocol standard and architecture are based on industry-standard security protocols and manufacturer engaged at the time of contract execution. The State reserves the right to introduce a new protocol and architecture standard and require Seller to comply with same, in the event the industry introduces a more secure, robust protocol to replace IPSec/ESP and/or there is a change in the manufacturer engaged.

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

**State of Mississippi, Department of
Information Technology Services, on
behalf of the agencies and institutions
of the State of Mississippi**

INSERT NAME OF VENDOR

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: David L. Litchliter

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____