RFP No: 3741

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until January 10, 2014 @ 3:00 p.m. Central Time for the acquisition of the products/services described below for the State of Mississippi.

This is a General RFP to establish a vendor pool to be used for the acquisition of Computer Hardware/Software and Telephone Equipment, Services, and Maintenance through January 31, 2015.

The Vendor must submit proposals and direct inquiries to:

Tina O'Neal
Technology Consultant
Information Technology Services
3771 Eastwood Drive
Jackson, MS 39211
(601) 432-8162
tina.oneal@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. 3741
due January 10, 2014 @ 3:00 p.m.,
ATTENTION: Tina O'Neal

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

ITS RFP Response Checklist

RFP Response Checklist: These items should be included in your response to RFP No. **3741**.

_____ 1) One copy of each of the documents below, submitted by e-mail or by hard copy, as described in Section VII: *Specifications*, Item 6, "Format of Proposal." A three-ring binder is not required.

_____ 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) Vendor has paid the proposal submission fee per the directions in Item 5, *Specifications* (Section VII)

Table of Contents

SECTION I 4
SUBMISSION COVER SHEET & CONFIGURATION SUMMARY 4
PROPOSAL BONDS 5
SECTION II 6
PROPOSAL SUBMISSION REQUIREMENTS 6
SECTION III 9
VENDOR INFORMATION 9
SECTION IV 13
LEGAL AND CONTRACTUAL INFORMATION 13
SECTION V 24
PROPOSAL EXCEPTIONS 24
PROPOSAL EXCEPTION SUMMARY FORM 26
SECTION VI 27
RFP QUESTIONNAIRE 27
SECTION VII 30
SPECIFICATIONS 30
SECTION VIII 39
LETTERS OF CONFIGURATION 39
SECTION IX 43
REFERENCES 43
EXHIBIT A 44
STANDARD CONTRACT 44

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.

(Check those that apply.)

☐ General RFP No. 3741 - Computer Hardware/Software and Telephone Equipment, Services and Maintenance
☐ General RFP No. 3742 - Information Systems Consulting Services

_____/_____
Original signature of Officer in Bind of Company/Date

Name (typed or printed) _____
Title _____
Company name _____
Physical address _____
_____
State of Incorporation _____

CONFIGURATION SUMMARY

This RFP does not require the Vendor to propose a configuration summary.

PROPOSAL BONDS

A Proposal Bond is not required for this procurement.

SECTION II
PROPOSAL SUBMISSION REQUIREMENTS

The objective of the Proposal Submission Requirements section is to provide Vendors with the information required to submit a response to this Request for Proposal (RFP). A Vendor who has responded to previous RFPs issued by **ITS** should not assume that the requirements are the same, as changes may have been made.

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

2. The State has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.

3. The Vendor's proposal must be received, in writing, by the office of **ITS** by the date and time specified. **ITS** is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened. Any proposal received with insufficient postage will be returned unopened.

4. Proposals or alterations by fax, e-mail, or phone will not be accepted.

5. An original signature is required on the *Submission Cover Sheet and Configuration* Summary. If submitting by e-mail, an electronic/scanned signature is acceptable.

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.

   ITS will allow the Vendor to submit its General RFP response using e-mail or by the traditional method of submitting a hard copy response. The Vendor must conform to the "Format of Proposal" defined in Section II: *Specifications*, Item 6 and in the *ITS RFP Response Checklist*, page two, in the preparation of the Vendor's proposal.

9. This General RFP does not contain a *Cost Information Submission* section and does not require the submission of any costs at the time of initial General RFP submission. Costs will be solicited on a project-by-project basis during the year through the Letter of Configuration (LOC) process as defined in Section VIII.

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 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: Tina O'Neal, Technology Consultant, 3771 Eastwood Drive, Jackson, MS 39211, 601-432-8162, tina.oneal@its.ms.gov.

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

SECTION III
VENDOR INFORMATION

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

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

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

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

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

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

   Any and all amendments will be posted no later than noon, seven days prior to the proposal opening date listed on the cover page of this RFP. If you are unable to access the **ITS** website, you may contact the **ITS** technology consultant listed on page one of this RFP and request a copy.

5. **Oral Communications Not Binding**
   Only transactions which are in writing from **ITS** may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any State employee.

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

7. **Evaluation Criteria**

The State's intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor who meets specifications, considering price and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process. More specific information concerning evaluation criteria is presented in Section VII: *Specifications*.

8. **Multiple Awards**

ITS reserves the right to make multiple awards.

9. **Right to Award in Whole or Part**

ITS reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the State of Mississippi.

10. **Right to Use Proposals in Future Projects**

The State reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of the State and requires the agreement of the proposing Vendor. The State's decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

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

A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the State will always take advantage of price decreases.

12. **Right to Request Information**

The State reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours. The State also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal. The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, even if that customer is not included in the Vendor's list of references.

13. **Vendor Personnel**

For RFPs including professional services specifications, the Vendor will be required to provide and/or certify the following for each individual included in the Vendor's proposal:

13.1 A direct telephone number at which the individual may be contacted for a telephone interview. The State will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls.

13.2 That, if onsite interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with onsite interviews will be the responsibility of the Vendor.

13.3 That the individual is proficient in spoken and written English;

13.4 That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all INS regulations. The Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U. S. citizens.

13.5 That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of the State. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.

14. **Vendor Imposed Constraints**

The Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of the State's business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Vendor's software; and/or providing web-hosting, hardware, networking or other processing services on the State's behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the State. The State recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. The State must understand these issues in order to decide to what degree they may impact the State's ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the Vendor and the State with regard to this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by the State.

15. **Best and Final Offer**

The State reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the State believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the State, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the State. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the State that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for

attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.

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

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

18. **Additional Information to be Included**
In addition to answering each specification within this RFP, the Vendor must include complete product/service information, including product pictorials and technical/descriptive literature relative to any product/service offered with the proposal. Information submitted must be sufficiently detailed to substantiate that the products/services offered meet or exceed specifications.

19. **Valid Contract Required to Begin Work**
The successful Vendor should not commence any billable work until a valid contract has been executed. Any work done by the successful Vendor prior to the execution of the contract is done at the Vendor's sole risk. The State is under no obligation to pay for work done prior to the execution of a contract.

SECTION IV
LEGAL AND CONTRACTUAL INFORMATION

The objective of the *Legal and Contractual Information* section is to provide Vendors with information required to complete a contract or agreement with **ITS** successfully.

1. **Acknowledgment Precludes Later Exception**

   By signing the *Submission Cover Sheet*, the Vendor is contractually obligated to comply with all items in this RFP, including the *Standard Contract* in Exhibit A if included herein, except those specifically listed as exceptions on the *Proposal Exception Summary Form*. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. Vendors who respond to this RFP by signing the *Submission Cover Sheet* may not later take exception to any item in the RFP during contract negotiations. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions by subcontractors or separate terms and conditions will be entertained after the fact.

2. **Failure to Respond as Prescribed**

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

3. **Contract Documents**

   ITS will be responsible for all document creation and editorial control over all contractual documentation related to each procurement project. The following documents will normally be included in all contracts between **ITS** and the Vendor:

   3.1 The Proposal Exception Summary Form as accepted by **ITS**;

   3.2 Contracts which have been signed by the Vendor and **ITS**;

   3.3 **ITS'** Request for Proposal, including all addenda;

   3.4 Official written correspondence from **ITS** to the Vendor;

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

   3.6 The Vendor's proposal response to the **ITS** RFP.

4. **Order of Precedence**

   When a conflict arises regarding contract intent due to conflicting statements in documents included in the contract, the order of precedence of each document is as listed above unless modification of order is negotiated and agreed upon by both **ITS** and the winning Vendor.

5. **Additional Contract Provisions**

The contract will also include such additional provisions, which are not inconsistent or incompatible with the material terms of this RFP, as may be agreed upon by the parties. All of the foregoing shall be in such form and substance as prescribed by the State.

6. **Contracting Agent by Law**

The Executive Director of **ITS** is, by law, the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of computer and telecommunications equipment, systems, software, and services (Section 25-53-1, et seq., of the Mississippi Code Annotated). **ITS** is issuing this RFP on behalf of the procuring agency or institution. **ITS** and the procuring agency or institution are sometimes collectively referred to within this RFP as "State."

7. **Mandatory Legal Provisions**

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

7.2 Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.

7.3 The Vendor shall have no limitation on liability for claims related to the following items:

7.3.1 Infringement issues;

7.3.2 Bodily injury;

7.3.3 Death;

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

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

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

7.5 Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.

7.6 Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.

7.7 The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.

7.8 The State will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See Section 31-7-305 of the Mississippi Code Annotated. Seller understands and agrees that Purchaser is exempt from the payment of taxes.

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

8. **Approved Contract**

8.1 Award of Contract - A contract is considered to be awarded to a proposer once the proposer's offering has been approved as lowest and best proposal through:

8.1.1 Written notification made to proposers on **ITS** letterhead, or

8.1.2 Notification posted to the **ITS** website for the project, or

8.1.3 CP-1 authorization executed for the project, or

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

8.2 **ITS** statute specifies whether **ITS** Director approval or **ITS** Board approval is applicable for a given project, depending on the total lifecycle cost of the contract.

8.3 A contract is not deemed final until five (5) working days after either the award of contract or post procurement review, as stipulated in the **ITS** Protest Procedure and Policy. In the event of a valid protest, the State may, at its sole discretion, continue the procurement or stay the procurement in accordance with the **ITS** Protest Procedure and Policy. If the procurement is stayed, the contract is not deemed final until the protest is resolved.

9. **Contract Validity**
All contracts are valid only if signed by the Executive Director of **ITS**.

10. **Order of Contract Execution**
Vendors will be required to sign contracts and to initial all contract changes before the Executive Director of **ITS** signs.

11. **Availability of Funds**

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

12. **CP-1 Requirement**

All purchase orders issued for goods and services acquired from the awarded Vendor under this RFP must be encoded by the Customer agency with a CP-1 approval number assigned by **ITS**. This requirement does not apply to acquisitions that by policy have been delegated to State entities.

13. **Requirement for Electronic Payment and Invoicing**

13.1 Payments to the awarded Vendor for all goods and services acquired under this RFP by state agencies that make payments through the Statewide Automated Accounting System ("SAAS") will be made electronically, via deposit to the bank account of the Vendor's choice. The awarded Vendor must enroll and be activated in PayMode™, the State's current vehicle for sending and receiving electronic payments, prior to receiving any payments from state agencies. There is no charge for a Vendor to enroll or receive payments via PayMode. For additional information on PayMode, including registration instructions, Vendors should visit the following website: http://portal.paymode.com/ms/. Vendors may also request assistance from the Mississippi Management and Reporting System (MMRS) Call Center regarding PayMode registration by contacting mash@dfa.state.ms.us.

13.2 For state agencies that make payments through SAAS, the awarded Vendor is required to submit electronically all invoices for goods and services acquired under this RFP, along with appropriate supporting documentation, as directed by the State. Should the requirement for electronic invoicing be implemented during the term of the project contract, the State will work with the Vendor to determine a reasonable timeframe for initiating electronic invoicing.

13.3 Items 13.1 and 13.2 only apply to state agencies that make payments through SAAS. Payments and invoices for all other entities will conform to their standard methods of payment to contractors.

14. **Time For Negotiations**

14.1 All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor's initial receipt of the project contract from **ITS,** unless **ITS** consents to extend the period. Failure to complete negotiations within the stated time period constitutes grounds for rejection of the Vendor's response to this RFP. **ITS** may withdraw the proposal award and begin negotiations with the next ranked Vendor immediately or pursue any other option.

14.2 Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form, as well as any new

items that the State may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor's proposal shall be submitted three (3) working days prior to scheduled negotiations, unless **ITS** consents to a different period.

15. **Prime Contractor**

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

16. **Sole Point of Contact**

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

16.1 The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties and consequently the State is only required to negotiate with the Vendor.

16.2 Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the State from any contractor, third party or subcontractor without the State having to negotiate separately or individually with any such parties for these terms or conditions.

16.3 Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party's name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the State, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the State. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor's proposal and subsequently accepted by the State.

17. **ITS Approval of Subcontractor Required**

Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the State. **ITS** reserves the right of refusal and the right to request

replacement of a subcontractor due to unacceptable work or conduct. This provision should not be interpreted as requiring the approval of individual contracts of employment between the Vendor and personnel assigned for services under the contract.

18. **Inclusion of Subcontract Agreements**
Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor's proposal.

19. **Negotiations with Subcontractor**
In order to protect the State's interest, **ITS** reserves the right to attempt to resolve the contractual disagreements that may arise between the Vendor and its subcontractor after award of the contract.

20. **References to Vendor to Include Subcontractor**
All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors.

21. **Outstanding Vendor Obligations**

21.1 Any Vendor who presently owes the State of Mississippi money pursuant to any contract for which **ITS** is the contracting agent and who has received written notification from **ITS** regarding the monies owed, must submit, with the proposal, a certified check in the amount due and owing in order for the proposal in response to this RFP to be considered. For a Vendor currently in bankruptcy as of the RFP submission date, this requirement is met, if and only if, **ITS** has an active petition before the appropriate bankruptcy court for recovery of the full dollar amount presently owed to the State of Mississippi by that Vendor. If the Vendor has emerged from bankruptcy by the RFP submission date, the Vendor must pay in full any amount due and owing to the State, as directed in the court-approved reorganization plan, prior to any proposal being considered.

21.2 Any Vendor who is presently in default on existing contracts for which **ITS** is the contracting agent, or who otherwise is delinquent in the performance of any such contracted obligations, is in the sole judgment of the State required to make arrangement for fulfilling outstanding obligations to the satisfaction of the State in order for the proposal to be considered.

21.3 The State, at its sole discretion, may reject the proposal of a Vendor with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of proposal submission.

22. **Equipment Condition**
For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to **ITS** specifications, unless an explicit requirement for used equipment is otherwise specified.

23. **Delivery Intervals**
The Vendor's response to any LOC must detail any specific instructions in regards to delivery and installation intervals after receipt of order.

24. **Pricing Guarantee**
The Vendor must explicitly state, in the LOC response, how long the proposal will remain valid. Unless stated to the contrary in the LOC, pricing must be guaranteed for a minimum of ninety (90) days.

25. **Shipping Charges**
For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.

26. **Amortization Schedule**
For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.

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

28. **Ownership of Developed Software**

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

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

29. **Ownership of Custom Tailored Software**
In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs of the State, the Vendor must offer the State an application license entitling the State to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.

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

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

32. **Compliance with Enterprise Security Policy**

Any solution proposed in response to this RFP must be in compliance with the State of Mississippi's Enterprise Security Policy. The Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines and covers the following topics: web servers, email, virus prevention, firewalls, data encryption, remote access, passwords, servers, physical access, traffic restrictions, wireless, laptop and mobile devices, disposal of hardware/media, and application assessment/certification. Given that information security is an evolving technology practice, the State reserves the right to introduce new policy during the term of the contract resulting from this RFP and require the Vendor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

The Enterprise Security Policy is available to third parties on a need-to-know basis and requires the execution of a non-disclosure agreement prior to accessing the policy. The Vendor may request individual sections of the Enterprise Security Policy or request the entire document. Prior to the Vendor receiving the requested policy information, the Vendor must sign and submit the non-disclosure agreement found on the ITS website, http://www.its.ms.gov, as follows: hover over "Services" at the top of the screen; select "Information Security", on the right hand side of the page, click on the link "Policy & Plans". The form can be found at the "Enterprise Security Policy" link under the "Third Party" heading. The complete web address is shown below:

http://www.its.ms.gov/Services/Pages/ENTERPRISE-SECURITY-POLICY.aspx

Vendor must provide contact information (name, email address, phone number) that can be used to coordinate the secure delivery of the requested information.

33. **Negotiating with Next-Ranked Vendor**

Should the State cease doing business with any Vendor selected via this RFP process, for any reason, the State reserves the right to initiate negotiations with the next ranked Vendor.

34. **Disclosure of Proposal Information**

Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated. All disclosures of proposal information will be made in compliance with the **ITS** Public Records Procedures established in accordance with the Mississippi Public Records Act. The **ITS** Public Records Procedures are available in Section 019-010 of the **ITS** Procurement Handbook, on the **ITS** Internet site at:

http://dsitspe01.its.ms.gov/its/procman.nsf/f4ad43bd44ad9d8c86256daa0063e1f0/bb780b5a8360c3138625765d004e4aff?OpenDocument or from **ITS** upon request.

As outlined in the Third Party Information section of the **ITS** Public Records Procedures, **ITS** will give written notice to any affected Vendor of a request to view or reproduce the Vendor's proposal or portion thereof. **ITS** will not, however, give such notice with

respect to summary information prepared in connection with the State's review or evaluation of a Vendor's proposal, including, but not limited to, written presentations to the **ITS** Board or other approving bodies, and/or similar written documentation prepared for the project file. In addition, **ITS** will not provide third-party notice for requests for any contract executed as a result of this RFP, with the exception of information contained in contract exhibits identified and labeled as confidential during the contract negotiation process. **ITS** will provide third-party notice of requests for any such confidential exhibits to allow Vendor the opportunity to protect the information by court order as outlined in the **ITS** Public Records Procedures.

Summary information and contract terms, as defined above, become the property of **ITS**, who has the right to reproduce or distribute this information without notification.

Vendors should further be aware that requests for disclosure of proposal and contract information are sometimes received by **ITS** significantly after the proposal opening date. **ITS** will notify the signatory "Officer in Bind of Company" provided in Section I of this RFP for Notification of Public Records Requests in the event information is requested that your company might wish to consider protecting as a trade secret or as confidential commercial or financial information. If the "Officer in Bind of Company" should not be used for notification of public records requests, Vendor should provide the alternative contact information in response to this RFP item.

35. **Risk Factors to be Assessed**

The State will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known. The State, at its sole discretion, may employ the following mechanisms in mitigating these risks: proposal bonding, performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. The Vendor must agree to incorporate any or all of the above terms and conditions into the customer agreement.

36. **Proposal Bond**

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

37. **Performance Bond/Irrevocable Bank Letter of Credit**

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

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

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

39. **Protests**

The Executive Director of **ITS** and/or the Board Members of **ITS** or their designees shall have the authority to resolve Vendor protests in connection with the selection for award

of a contract. Copies of the protest procedures are available on the **ITS** Internet site - **ITS** Protest Procedure and Policy, Section 019-020, **ITS** Procurement Handbook at:

http://dsitspe01.its.ms.gov/its/procman.nsf/f4ad43bd44ad9d8c86256daa0063e1f0/f227957c9c49a38a8625767900790c4e?OpenDocument or from **ITS** upon request.

40. **Protest Bond**

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the **ITS** Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the **ITS** Protest Procedure and Policy. The outside of the envelope must be marked "Protest" and must specify RFP number **3741**.

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

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

41. **Mississippi Employment Protection Act**

Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department

of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

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

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

SECTION V
PROPOSAL EXCEPTIONS

Please return the *Proposal Exception Summary Form* at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or state "No Exceptions Taken." If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions to any item in this RFP document.

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with "shall" or "must," as long as the following are true:

   1.1 The specification is not a matter of State law;

   1.2 The proposal still meets the intent of the RFP;

   1.3 A *Proposal Exception Summary Form* is included with Vendor's proposal; and

   1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the Proposal *Exception Summary Form*.

2. The Vendor has no liability to provide items to which an exception has been taken. **ITS** has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and **ITS** will discuss each exception and take one of the following actions:

   2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;

   2.2 **ITS** will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;

   2.3 **ITS** and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or

   2.4 None of the above actions is possible, and **ITS** either disqualifies the Vendor's proposal or withdraws the award and proceeds to the next ranked Vendor.

3. Should **ITS** and the Vendor reach a successful agreement, **ITS** will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Vendor's exceptions. The *Proposal Exception Summary*, with those exceptions approved by **ITS**, will become a part of any contract on acquisitions made under this RFP.

4. An exception will be accepted or rejected at the sole discretion of the State.

5. The State desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the

standard terms and conditions of the State's RFP, including the *Standard Contract* in Exhibit A, if included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

6. For Vendors who have successfully negotiated a contract with **ITS** in the past, **ITS** requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to **ITS** or participated in contract negotiations with **ITS** on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

7. For **ITS** General RFPs, **ITS** will not review or approve any exceptions taken at the time of the General RFP response submission. If the Vendor's response is complete, the Vendor will be approved to participate in the Letter of Configuration process under this General RFP but will be marked in the General RFP database as having contractual issues to be dealt with at the time of any future award for a specific project.

8. If and when the Vendor is awarded a project under this General RFP, **ITS** will be willing to work with the Vendor for acceptable terms and conditions or additional contractual protection as requested by **ITS**, the Vendor, or the requesting state entity, within the confines of state law. The burden will be on the Vendor to raise the issues from the *Proposal Exception Summary Form* at that time.

9. Please note that any such negotiations must be substantially within the terms and conditions of the General RFP. Vendors whose proposals reflect a significant number of material exceptions to the General RFP and/or to project-specific requirements for subsequent Letters of Configuration may place themselves at a comparative disadvantage in the evaluation process.

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 **W-9 Form**: Due to periodic purging of the SAAS system, **ITS** is requesting all responders to the General RFPs furnish a signed copy of an IRS W-9 form with the proposal. A copy of the W-9 Form can be obtained at the following link on the **ITS** website:

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

1.2 Signed W-9 Form Attached: _____

1.3 **Vendor Self-Certification Form:** The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Vendor review the State of Mississippi Minority Vendor Self Certification Form. This information is for tracking/reporting purposes only, and will not be used in determining which Vendor will be chosen for the project. Any Vendor who can claim status as a Minority Business Enterprise or a Woman Business Enterprise in accordance with the definitions on this form and who has not previously submitted a form to the State of Mississippi should submit the completed form with the proposal. A copy of the Minority Vendor Self-Certification Form can be obtained at:

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

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

minority@mississippi.org.

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

2. **Certification of Authority to Sell**

The Vendor must certify Vendor is a seller in good standing, authorized to sell and able to deliver all items and related services proposed in the State of Mississippi in the time frame specified. Does the Vendor make these certifications? (A yes or no answer is required.)

3. **Certification of No Conflict of Interest**

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

3.1 Does there exist any possible conflict of interest in the sale of items to any institution within **ITS** jurisdiction or to any governing authority? (A yes or no answer is required.)

3.2 If the possibility of a conflict does exist, provide a list of those institutions and the nature of the conflict on a separate page and include it in your proposal. The Vendor may be precluded from selling to those institutions where a conflict of interest may exist.

4. **Pending Legal Actions**

4.1 Are there any lawsuits or other legal proceedings against the Vendor that pertain to any of the software, hardware, or other materials and/or services which are a part of the Vendor's proposal? (A yes or no answer is required.)

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

5. **Non-Disclosure of Social Security Numbers**

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

6. **Web Amendments**

As stated in Section III, **ITS** will use the **ITS** website to post amendments regarding RFPs before the proposal opening at:

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

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

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

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

7. **Vendor Registration Number**
Refer to Item 5, Section VII: *Specifications* for the directions to register for the General RFPs. Your response will not be validated without the registration number(s).

Registration Number for General RFP 3741: _____

Registration Number for General RFP 3742: _____

8. **Time in Business**
Provide the date the Vendor's company was established.

SECTION VII
SPECIFICATIONS

1. **What is a General RFP?**

The General RFP is the first part of the bidding process. Each year **ITS** issues an RFP to establish a pool of vendors that can provide a certain scope of product categories and expertise. When **ITS** receives a project request from a state entity, this pool may be used to solicit the costs for the project. The technology consultant assigned to the project would develop the specifications for the project and issue a Letter of Configuration (LOC) to those vendors in the pool meeting specific criteria. The LOC is the second part of the process. At this time the cost, product information, references, etc. would be collected. The LOC responses would be evaluated and an award would be made. The LOC process is explained further in Section VIII: *Letters of Configuration*.

The remainder of this section, with the exception of Item 5, is for the Vendor's information and a response is not required. Please read the following carefully and make sure you understand the process.

Item 5 provides the directions and URL for the General RFP Vendor Registration Application. The Vendor's proposal will <u>not</u> be processed unless the Vendor has completed this process.

2. **Procurement Project Schedule**

Task	**Date**
First Advertisement Date for RFP	12/3/2013
Second Advertisement Date for RFP	12/10/2013
Deadline for Vendor's Written Questions	3:00 p.m. Central Time on 12/27/2013
Deadline for Questions Answered and Posted to ITS Website	1/3/2014
Open Proposals	3:00 p.m. Central Time on 1/10/2014
Evaluation of Proposals	1/10/2014 - 1/31/2014
Valid Proposals Added to General RFP Database	2/1/2014
General RFP Proposals Valid Dates	2/1/2014 - 1/31/2015
Receipt of Additional Proposals from Vendors	2/1/2014 - 11/30/2014

3. **Statement of Understanding**

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

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

3.1.2 Vendor must deliver a written document to Tina O'Neal at **ITS** by Friday, December 27, 2013 at 3:00 p.m. Central Time. This document may be delivered by hand, mail, email, or fax. Address information is given on page one of this RFP. The fax number is (601) 713-6380. **ITS WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF QUESTION DOCUMENTS**. It is solely the responsibility of the vendor that the clarification document reaches **ITS** on time. Vendors may contact Tina O'Neal to verify the receipt of their document. Documents received after the deadline will be rejected.

3.2 All questions will be compiled and answered, and a written document containing all questions submitted and corresponding answers will be posted on the **ITS** web site by close of business on Friday, January 3, 2014.

4. General RFP Submission Requirements

4.1 Since this General RFP uses the LOC process, requirements or responses to this RFP document will also be construed to apply to any responses to an LOC. Basic terms and conditions are set out in this General RFP. Additional terms and conditions may be included in the LOC document as required.

4.2 Responses to **ITS** General RFPs will be used to satisfy recurring routine requests for acquisitions in the shortest time and at the best possible prices.

4.3 There will be no sole winning Vendor in response to a General RFP. Vendors that submit the required paperwork and documentation will be declared valid and will be eligible to participate in the LOC process on a project-by-project basis. Awards may be made to valid Vendors multiple times during the year using these procedures.

4.4 When a need arises during the year for product/services of the category herein requested, the **ITS** staff will contact Vendors possessing valid proposals to obtain the best system configuration and current pricing information available.

4.5 Proposals received in response to this RFP will be used through January 31, 2015 and may be extended at the State's option for an additional period or periods if the Vendor is willing to do so.

5. General RFP Vendor Registration

5.1 **ITS** is charging a fee for Vendors to participate in the General RFP process. This fee will cover the cost of validating and processing the Vendor's RFP response. **ITS** has partnered with Mississippi Interactive (MSI) to develop and maintain a registration application.

5.2 The Vendor will pay a proposal processing fee of $150 plus associated eGovernment fees for each General RFP response. The Vendor will have two payment options. Associated total charges are outlined below:

5.2.1 $155.34 for each credit card transaction (VISA, MasterCard, American Express, or Discover)

5.2.2 $151.25 for each ACH/eCheck transaction

5.3 If the Vendor is responding to General RFPs 3741 and 3742, the Vendor will be required to register for each RFP separately. One registration does not cover both RFPs.

5.4 Provided below is an outline of the steps for the registration process:

5.4.1 Go to the General RFP Vendor Registration application located at

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

5.4.2 The Vendor will be prompted to provide contact and ordering information.

5.4.3 The Vendor will be directed to a "disclaimer" page, once all contact and ordering information has been successfully provided. The following message will be displayed:

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

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

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

5.4.6 The Vendor's registration number will be listed on the "receipt" page. It will be in the following format: "3741-###". **This is the number to be provided in Item 7, Section VI: *RFP Questionnaire.***

5.5 The Vendor's proposal will not be processed until the Vendor has completed the registration process.

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

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

6. Format of Proposal

6.1 Vendors may respond to both General RFPs 3741 and 3742 with a single submission. Sections I through VI and VIII are the same for each of the RFPs listed above. Only Section VII differs.

6.2 Electronic Submission Method (preferred)

6.2.1 E-mail all files described in Item 6.4 and the *ITS RFP Response Checklist* to Tina O'Neal, tina.oneal@its.ms.gov.

6.2.2 Put "General RFP 3741 (and/or 3742) and your company name in the "subject line" of the e-mail for easy identification.

6.2.3 **ITS** will respond by email to the sender to indicate receipt. If the Vendor does not receive this return e-mail acknowledgement of receipt within three (3) business days, the Vendor should call Tina O'Neal at (601) 432-8162.

6.2.4 Fax submission is not acceptable.

6.3 Hard Copy Submission Method: Mail, Overnight Carrier, Hand Delivery

6.3.1 Include a printed copy of all files described in Item 6.4 and the *ITS RFP Response Checklist*.

6.3.2 A binder is not required. Enclose your submission in an envelope. Label the envelope with your company name and the General RFP numbers you are proposing. If you are sending your response via a carrier such as UPS or FedEx, make sure the outer envelope/box carries your company name and the General RFP number(s). If using a third party provider such as Mail Boxes Etc. to send your package, please ensure the proposing company name and RFP number(s) are still on the outer box or envelope.

6.3.3 **ITS** will not send any "received" notification. The Vendor should track their packages through their carrier.

6.4 The proposal response items required are shown on the *ITS RFP Response Checklist*. They are repeated below with additional explanations.

6.4.1 Section I: *Submission Cover Sheet*. Fill in form completely. Do not retype this form. The form does not need to be on your letterhead. Don't forget to check the box for each General RFP

you are proposing. Make sure you sign and date the form. If sending via e-mail, you may either use an electronic signature or scan the signed page to a PDF.

6.4.2 Section V: *Proposal Exception Summary* (optional). Complete if you are taking exceptions. You may send this as a Word document or PDF. If you are not taking exceptions, you may include this form and type or handwrite "No Exceptions". If your submission does not contain this form/file, it will be assumed that you are taking no exceptions.

6.4.3 Section VI: *RFP Questionnaire*. Answer all questions and include any requested documents such as your W-9 form. You may send this as a Word document or PDF if submitting electronically.

6.5 Submissions received by the original proposal due date, whether by e-mail or hard copy, will be given priority for processing for approval by February 1, 2014. All submissions received after the original proposal due date will be processed as time permits.

7. Proposal Validation, Use, and Updates

7.1 **ITS** will validate the information in all Vendors' proposals submitted in response to this RFP. Each response will be reviewed to assure that all requested information has been supplied and that the Vendor has accepted the required contractual terms and conditions. If information is missing or **ITS** needs clarifications, the Vendor will be contacted in writing.

7.2 The contact data will be added to the **ITS** General RFP database.

7.3 After the response has been validated and the information appended to the database, **ITS** will send the Vendor an approval memo.

7.4 It is our intent to have all responses received prior to the initial opening date processed and loaded by February 1, 2014.

7.5 **ITS** will continue to receive proposals after the initial opening through November 30, 2014. These will be processed in the order received and as time permits. If additional Vendors are required for a particular project, proposals may be solicited by **ITS** after the November deadline.

7.6 Any changes that need to be made to contact information should be e-mailed to the technology consultant listed on the front page of this RFP.

7.7 At times to be set at the discretion of **ITS**, an update may be requested from all participating Vendors.

8. **Right to Use LOC Response in Future Projects**
In Section III, Item 10, the State reserves the right to use proposals in future projects. For General RFPs, this item should be construed to reserve **ITS**' right to use any Vendor's LOC response in the same way and under the same terms and conditions.

9. **Right to Use General Proposals as Basis for an Express Products List**
Vendors should be aware that **ITS** reserves the right to create and publish and Express Products List (EPL) from LOC responses received. EPLs are catalog-type lists of information technology products and services from which Mississippi government and public education entities may make approved purchases. Should **ITS** publish an EPL from a General RFP, Vendors selected for inclusion on the EPL will be given written notice of the fact and the option of whether to participate before the list is published.

10. **Additional Considerations**

10.1 Until validated, Vendor's proposals cannot be made available for the award/authorization of information technology purchases.

10.2 Multiple evaluations and awards occur throughout the life cycle of the General RFP using the LOC process. Contracts, if required, are negotiated at the time an award is made from proposals received in response to an LOC.

10.3 It is possible that your company will <u>not</u> be awarded a contract based on the submission of a General RFP response.

11. **Posting of Valid Vendors on ITS Website**

11.1 **ITS** will publish three Valid Vendor Reports that will contain the valid Vendors for each General RFP and a combined report for both RFPs. These reports will be posted on the RFP download page on the **ITS** Website:

http://www.its.ms.gov/Procurement/Pages/3741-3742.aspx.

Each report will consist of the Vendor company name with their contacts that receive LOC notifications and their corresponding telephone numbers and e-mail addresses. Publishing these reports will allow our customers and other Vendors to see who is currently on each RFP and the contacts for each Vendor. It will also allow valid General Vendors to see who in their organization is receiving the LOC notifications. Vendor's submission of a response to this RFP will constitute acceptance of this provision.

11.2 Notices regarding project LOCs will only be sent to the persons designated to receive LOCs. This information was collected on the LOC Information screen of the General RFPs Registration application. If during the term of this RFP your company undergoes personnel changes, let us know the new LOC contacts. You may check who is listed to receive LOCs by reviewing the Valid Vendor Reports listed on the RFP download page.

12. **Scope of General RFP No. 3741 - Computer Hardware/Software and Telephone Equipment, Services, and Maintenance**

12.1 The General RFP has been issued for routine acquisitions of the following for the State of Mississippi.

12.1.1 Various computer hardware, software, and related services from personal computers through mid-range systems and even mainframe upgrades

12.1.2 Telephone equipment, installation, services, training, and maintenance

12.2 Projects for stand-alone and LAN-level projects such as those covered by the ITS IT Hardware EPL as well as similar products not available from any of the ITS EPLs may be solicited from this General RFP.

12.3 Full mainframe projects may be of sufficient complexity and dollar limits to be subject to an individual project RFP. ITS will solely determine which projects will be fulfilled through the use of the General RFP.

12.4 Regarding the telephone-related categories, ITS is seeking to establish a pool of qualified Vendors who can provide the equipment and services needed for turnkey projects as well as drop-ship equipment orders, and to identify strategic partners with whom the State of Mississippi will work to develop, supply, and service telephone-related needs during the RFP life-cycle.

12.5 The scope of telephone-related needs through this RFP may include the purchase and/or maintenance of:

12.5.1 Single and Multi-Line telephone instruments

12.5.2 Consoles that will operate in a central-office-based telecommunications system environment, such as ESSX and/or Centrex

12.5.3 Key Telephone Systems

12.5.4 Maintenance for existing Key systems owned by the State

12.5.5 New PBXs for state entities without a current PBX standard

12.5.6 Voice over IP projects

12.6 **ITS** uses the LOC process described in Section VIII: *Letters of Configuration* to procure needed hardware and software for its customers, soliciting quotations and configurations on a project-by-project basis throughout the one-year life cycle from the validated/approved Vendors responding to this RFP that sell the type products being sought.

13. Exclusions

13.1 Excluded from this RFP are consulting services. Certain installation and training costs associated with product purchased under this RFP may be proposed as detailed in an LOC, but consulting projects will not be solicited under this RFP. Consulting projects will be fulfilled through General RFP No. 3742 for Information Systems Consulting Services.

13.2 Also excluded from this RFP is application-specific software such as municipal and county administration, accounting, human resources, and/or hospital systems.

14. Categories

Unlike prior cycles, Vendors responding to this RFP will not submit a listing of the various categories of product the Vendor can supply. The categories listed below are for information only. LOCs issued from this RFP will be sent to all valid Vendors within the pool.

It has always been the Vendor's responsibility to make sure you are capable of supplying the products and services as detailed in the LOC. Since the notification will be sent to all approved Vendors, you will need to review the requirements of the LOC closely to determine if the products and services are within the scope of what you can provide.

Category: Description
SERVERS: Servers, CPU upgrade components, server components including blades
DESKTOPS: Desktop, mini-tower and tower systems, all-in-ones, workstations, thin clients, terminals
NOTEBOOKS: Notebooks, multimedia notebooks, tablet PCs, handhelds, netbooks
PRINTERS: All printers and plotters
SCANNERS/IMAGING: Scanners and other imaging items
LAN: LAN components (hubs, switches, routers, racks, UPS, network cards, wireless)
MEMORY
STORAGE: All storage and associated media
I/O COMPONENTS
DISPLAYS: Monitors, video projectors, displays, and electronic whiteboards
SECURITY: Security hardware and software

AV: All audio/video equipment: Codecs, microphones, cameras, CSU/DSUs, MCUs, IP/network video surveillance, et.
SOFTWARE: Software including operating systems and utilities
OTHER – COMPUTER HW: All other miscellaneous computer-related hardware
The following categories pertain to the purchase and/or maintenance of telecommunications equipment.
TELEPHONES: Single Line and Multi-line Telephone sets
CONSOLES
KEY SYSTEMS: Key Telephone Systems
PBX: PBX systems
VOICE MAIL: Voice mail for new systems and/or voice mail for existing systems that are manufacturer independent (standalone) and will interface into the phone system purchase
VOIP: Voice over IP

SECTION VIII
LETTERS OF CONFIGURATION

1. Introduction

1.1 Do not respond to this section in your RFP response. This section is included for information on how this RFP will be used during the year and how Vendors are expected to respond.

1.2 The Letters of Configuration (LOC) process is used during the year to solicit product and pricing information at the time of project on a project-by-project basis. LOCs in memo format detail the specific project needs and request Vendor proposals or quotes for the required products and/or services.

1.3 The LOC process is used for all General RFPs as well as certain EPLs or Special RFOs when those RFPs are used in the same capacity as a General RFP.

1.4 Vendor responses to LOCs must include all of the required information for determination of lowest and best Vendor for the project. Vendors must use the format detailed in the LOC to prepare their responses.

2. Use of Letters of Configuration

2.1 **ITS** will issue LOCs to valid General RFP Vendors to fulfill the detailed needs of a customer.

2.1.1 **ITS** will send an e-mail notification of the LOC to all valid Vendors for the particular General RFP. **ITS** cannot guarantee receipt of these e-mails.

2.1.2 **ITS** will post all LOCs for this RFP on the **ITS** website. Instructions on how to access these posted LOCs will be included in the approval memo sent to each valid General RFP Vendor. All Vendors that are valid for this RFP will be able to respond to any LOC posted for the RFP if they can provide the requested items and/or services. It is the Vendor's responsibility to check the LOC postings frequently to ensure they have the timely information to respond to an LOC.

Vendors are reminded that e-mails occasionally have delivery failure problems. Therefore, it is very important to check the LOC postings instead of relying only on the e-mail notifications sent by **ITS** technology consultants.

2.1.3 A General RFP response (whether solicited by **ITS** or unsolicited) must be received by **ITS** before the release of an LOC in order for the Vendor to be considered for a particular project.

2.1.4 General RFP responses that are received after the original RFP opening/due date are put into a queue to be processed as time permits. It is very possible that such a response received "off-cycle" AND before the release of an LOC for a particular project would be considered eligible for that project per item 2.1.3 above. However, the Vendor's proposal may not have been evaluated and validated by **ITS** before the release of the LOC. Therefore, the Vendor would not receive the notifications by e-mail nor would they have received the link to the LOC postings. For this reason, **ITS** highly recommends that Vendors submit their General RFP proposals by the original opening/due date of the RFP. **ITS** does not guarantee any time line for the processing of Vendor proposals received after the original opening/due date.

2.2 The LOC will outline the requirements, specifications, and time frame of that project.

2.3 Vendors will be expected to respond to any LOC by the time specified with fully detailed information covering all the costs of that project within the scope of their General RFP response. However, Vendors are not required to respond to all or any LOCs.

2.4 The detailed response must follow the format specified in the LOC. It has always been the Vendor's responsibility to make sure they are capable of supplying the products and services as detailed in the LOC. The Vendor's response should be treated like a response to an advertised RFP. **ITS** should be able to see that you have put in the time and effort to completely understand the project and what is required of you.

2.5 **ITS** reserves the right to reject the Vendor's response to the LOC based on poor material quality.

2.6 A Vendor will be selected based on lowest and best evaluation.

3. Additional Requirements

3.1 In addition to the product/cost information, some LOCs may require installation, warranty, maintenance, and training information that should be included after the product/cost matrix as directed in the LOC.

3.2 The LOC may also require information on quantity discounts, demonstration units, and other acquisition plans such as rentals, leases, or time-purchases.

3.3 If requested in the LOC, the Vendor must supply all cabling, connectors, and start-up supplies bundled and included with the base configuration to ensure the hardware works directly "out of the box" without need of further cabling or interaction.

3.4 LOCs for projects including consulting services may require Vendor submission of resumes of the individuals being proposed.

3.5 If Vendor travel is necessary to meet the requirements of the LOC, the Vendor should propose fully loaded costs including travel within his service rates.

3.6 **ITS** may require mandatory vendor conferences at the time of the LOC as needed on a project-by-project basis.

4. **Communication with Staff**

From the issue date of an LOC until a Vendor is selected and the selection is announced, responding Vendors may not communicate, either orally or in writing regarding the LOC with any staff except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding the LOC must be submitted in writing to the technology consultant noted on the LOC. All such questions will be answered officially by **ITS** in writing. All such questions and answers will become addenda to the LOC. Vendors failing to comply with this requirement will be subject to disqualification.

4.1 The Vendor may consult with State representatives during any scheduled oral presentations, demonstrations, or site visits.

4.2 The Vendor may consult with State representatives as designated by the **ITS** contact person identified in the LOC in response to **ITS**-initiated inquiries.

5. **Vendor Response to LOC**

It is the responsibility of the Vendor to identify clearly all costs associated with any item or series of items in the LOC. The Vendor must include and complete all parts of the cost response in a clear and accurate manner. Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost response may be grounds for rejection of the Vendor's response. Costs that are note clearly identified will be borne by the Vendor. The Vendor should supply supporting details as described in the LOC. The Vendor is reminded that as stated in Section IV: "All products must be delivered FOB destination…with all transportation charges prepaid and included in the …LOC quotation."

6. **Subcontractors**

ITS reserves the right to require the Vendor in the LOC to identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work the subcontractor will perform, number of certified employees to perform said work, and references for whom the subcontractor has performed work that **ITS** may contact. Forms for providing subcontractor information and references will be included with the LOC if required.

7. **Posting of LOC Awards on ITS Website**

Any Vendor may view the award of an LOC. The following link takes you to the "ITS Procurement Status, Award, and Approval Information" page on the **ITS** website.

http://www.its.ms.gov/Procurement/Pages/Procurement-Award.aspx

From this page, select the link "Letter of Configuration (LOC) Information following Opening Proposals." This link accesses the LOC postings in a "Received and Awarded"

only view for awarded projects. Vendors who are not Valid General Vendors will not have access to the "Pending" LOCs.

8. **Additional Projects**

Vendors should also check the **ITS** website for RFPs issued for additional projects beyond the scope of this General RFP. First, access the **ITS** website.

http://www.its.ms.gov

Then choose "RFPs Advertised" from the Quick Links panel.

SECTION IX
REFERENCES

ITS is not requesting the submission of references with the Vendor's proposal. The Vendor will be required to provide appropriate references, if requested, within each LOC.

EXHIBIT A
STANDARD CONTRACT

A properly executed contract is not a requirement of this RFP. A standard contract will be provided as part of the LOC on a project-by-project basis for the Vendor's review.