



## RFP No: 3781

---

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until **December 1, 2015 @ 3:00 p.m.** Central Time for the acquisition of the products/services described below for **Mississippi Department of Public Safety**.

Implementation of the Mississippi Vehicle Insurance Verification System (MSVIVS)

MANDATORY VENDOR WEB CONFERENCE: Thursday, October 29, 2015 at 10:00 a.m. CST

NOTE: THIS RFP CONTAINS MANDATORY REQUIREMENTS TO WHICH NO EXCEPTION MAY BE TAKEN. SEE SECTION VII, ITEM 2, FOR DETAILS.

---

**The Vendor must submit proposals and direct inquiries to:**

Donna Hamilton  
Technology Consultant  
Information Technology Services  
3771 Eastwood Drive  
Jackson, MS 39211  
(601) 432-8114  
Donna.Hamilton@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. 3781  
due December 1, 2015 @ 3:00 p.m.,  
ATTENTION: Donna Hamilton

---

**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. 3781.

- \_\_\_\_\_ 1) One clearly marked original response and 5 identical copies of the complete proposal with each response containing an accompanying electronic copy of the complete proposal. Label the front and spine of the three-ring loose-leaf binder with the Vendor name and RFP number. Include the items listed below inside the binder. Please DO NOT include a copy of the RFP in the binder.
- \_\_\_\_\_ 2) *Submission Cover Sheet*, signed and dated. (Section I)
- \_\_\_\_\_ 3) *Proposal Bond*, if applicable (Section I)
- \_\_\_\_\_ 4) *Proposal Exception Summary*, if applicable (Section V)
- \_\_\_\_\_ 5) Vendor response to *RFP Questionnaire* (Section VI)
- \_\_\_\_\_ 6) Point-by-point response to *Technical Specifications* (Section VII)
- \_\_\_\_\_ 7) Vendor response to *Cost Information Submission* (Section VIII)
- \_\_\_\_\_ 8) *References* (Section IX)

## Table of Contents

---

SECTION I .....	4
SUBMISSION COVER SHEET & CONFIGURATION SUMMARY .....	4
PROPOSAL BONDS .....	5
SECTION II .....	6
PROPOSAL SUBMISSION REQUIREMENTS .....	6
SECTION III .....	10
VENDOR INFORMATION .....	10
SECTION IV .....	14
LEGAL AND CONTRACTUAL INFORMATION .....	14
SECTION V .....	26
PROPOSAL EXCEPTIONS .....	26
PROPOSAL EXCEPTION SUMMARY FORM .....	28
SECTION VI .....	29
RFP QUESTIONNAIRE .....	29
SECTION VII .....	32
TECHNICAL SPECIFICATIONS .....	32
SECTION VIII .....	53
COST INFORMATION SUBMISSION .....	53
SECTION IX .....	55
REFERENCES .....	55
REFERENCE FORM .....	57
SUBCONTRACTOR REFERENCE FORM .....	58
EXHIBIT A .....	59
STANDARD CONTRACT .....	59
EXHIBIT B .....	82
SENATE BILL 2631 REGULAR SESSION 2012 .....	82
EXHIBIT C .....	93
House Bill 946 .....	93
EXHIBIT D .....	100
COSTS FOR MODIFICATIONS TO EXISTING VQ/VR RETURN .....	100
EXHIBIT E .....	109
IICMVA OLV USER GUIDE .....	109
EXHIBIT F .....	110
IICMVA DATA TRANSFER GUIDE .....	110

**SECTION I  
SUBMISSION COVER SHEET & CONFIGURATION SUMMARY**

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person the Mississippi Department of Information Technology Services, (ITS), should contact for questions and/or clarifications.

Name \_\_\_\_\_ Phone # \_\_\_\_\_  
Address \_\_\_\_\_ Fax # \_\_\_\_\_  
\_\_\_\_\_ E-mail \_\_\_\_\_

Subject to acceptance by ITS, the Vendor acknowledges that by submitting a proposal AND signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), including the Standard Contract in Exhibit A if included herein, except those listed as exceptions on the Proposal Exception Summary Form. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this proposal.

\_\_\_\_\_/\_\_\_\_\_  
**Original signature** of Officer in Bind of Company/Date

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

---

**CONFIGURATION SUMMARY**

The Vendor must provide a summary of the main components of products/services offered in this proposal using 100 words or less.

**PROPOSAL BONDS**

Please attach the required Proposal 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. Any proposal received with insufficient postage will be returned unopened.
4. Proposals or alterations by fax, e-mail, or phone will not be accepted.
5. Original signatures are required on one copy of the Submission Cover Sheet and Configuration Summary, and the Vendor's original submission must be clearly identified as the original. The Vendor's original proposal must include the Proposal Bond, (if explicitly required in Section IV).
6. **ITS** reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
7. **ITS** reserves the right to waive any defect or irregularity in any proposal procedure.
8. The Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by **ITS** is the official version and will supersede any conflicting RFP language submitted by the Vendor.
9. The Vendor must conform to the following standards in the preparation of the Vendor's proposal:
  - 9.1 The Vendor is required to submit one clearly marked original response and **5** identical copy/copies of the complete proposal, including all sections and exhibits, in three-ring binders.
  - 9.2 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the

- RFP cover page must be clearly typed and affixed to the package in a clearly visible location.
- 9.3 Number each page of the proposal.
  - 9.4 Respond to the sections and exhibits in the same order as this RFP.
  - 9.5 Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.
  - 9.6 If the Vendor does not agree with any item in any section, then the Vendor must list the item on the *Proposal Exception Summary Form*. (See Section V for additional instructions regarding Vendor exceptions.)
  - 9.7 Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with "NOT APPLICABLE."
  - 9.8 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
  - 9.9 When an outline point/attachment is a statement provided for the Vendor's information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the *Submission Cover Sheet* and providing a *Proposal Exception Summary Form*.
  - 9.10 Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.
  - 9.11 The Vendor must fully respond to each requirement within the *Technical Specifications* by fully describing the manner and degree by which the proposal meets or exceeds said requirements.
10. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. **Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost proposal may be grounds for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Vendor.** The Vendor must complete the *Cost Information Submission* in this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the *Cost Information Submission*.
  11. **ITS** reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing **ITS** staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to

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

12. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **ITS**.
13. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
  - 13.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.
  - 13.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.
  - 13.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
  - 13.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.
  - 13.5 The Vendor must submit a statement outlining the circumstances for the clarification.
  - 13.6 The Vendor must submit one clearly marked original and **5** copies of the clarification.
  - 13.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).
14. **Communications with State**

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

  - 14.1 The State's contact person for the selection process is: Donna Hamilton, Technology Consultant, 3771 Eastwood Drive, Jackson, MS 39211, 601-432-8114, Donna.Hamilton@its.ms.gov.

- 14.2 Vendor may consult with State representatives as designated by the State's contact person identified in 14.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.

### SECTION III VENDOR INFORMATION

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

1. **Interchangeable Designations**

The terms "Vendor" 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](http://www.its.ms.gov/Procurement/Pages/RFPS_Awaiting.aspx)

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

5. **Oral Communications Not Binding**

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

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

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

7. **Evaluation Criteria**

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

8. **Multiple Awards**

**ITS** reserves the right to make multiple awards.

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

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

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

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

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

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

12. **Right to Request Information**

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

13. **Vendor Personnel**

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

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

- 13.2 That, if onsite interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with onsite interviews will be the responsibility of the Vendor.
- 13.3 That the individual is proficient in spoken and written English;
- 13.4 That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all INS regulations. The Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U. S. citizens.
- 13.5 That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of the State. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.

14. **Vendor Imposed Constraints**

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

15. **Best and Final Offer**

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

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

16. **Restriction on Advertising**

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

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

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

18. **Additional Information to be Included**

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

19. **Valid Contract Required to Begin Work**

The successful Vendor should not commence any billable work until a valid contract has been executed. Any work done by the successful Vendor prior to the execution of the contract is done at the Vendor's sole risk. The State is under no obligation to pay for work done prior to the execution of a contract. Notice to begin work is contingent upon receipt by the winning Vendor of a purchase order or formal written "Notice to Proceed" letter from the acquiring State entity.

## 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 or formal written "Notice to Proceed" letter from the acquiring State entity. Also, this procurement has special conditions on the availability of unencumbered funds in the special revenue fund setup by the enabling legislation.

12. **CP-1 Requirement**

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

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

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

13.2 For state agencies that make payments through MAGIC, the awarded Vendor is required to submit electronically all invoices for goods and services acquired under this RFP, along with appropriate supporting documentation, as directed by the State.

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

14. **Time For Negotiations**

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

- 14.2 Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form, as well as any new items that the State may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor's proposal shall be submitted three (3) working days prior to scheduled negotiations, unless **ITS** consents to a different period.
15. **Prime Contractor**  
The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract with the State.
16. **Sole Point of Contact**  
**ITS** will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
- 16.1 The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties and consequently the State is only required to negotiate with the Vendor.
- 16.2 Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the State from any contractor, third party or subcontractor without the State having to negotiate separately or individually with any such parties for these terms or conditions.
- 16.3 Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party's name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the State, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the State. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor's proposal and subsequently accepted by the State.

17. **ITS Approval of Subcontractor Required**

Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the State. **ITS** reserves the right of refusal and the right to request replacement of a subcontractor due to unacceptable work or conduct. This provision should not be interpreted as requiring the approval of individual contracts of employment between the Vendor and personnel assigned for services under the contract.
18. **Inclusion of Subcontract Agreements**

Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor's proposal.
19. **Negotiations with Subcontractor**

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

All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors.
21. **Outstanding Vendor Obligations**
  - 21.1 Any Vendor who presently owes the State of Mississippi money pursuant to any contract for which **ITS** is the contracting agent and who has received written notification from **ITS** regarding the monies owed, must submit, with the proposal, a certified check in the amount due and owing in order for the proposal in response to this RFP to be considered. For a Vendor currently in bankruptcy as of the RFP submission date, this requirement is met, if and only if, **ITS** has an active petition before the appropriate bankruptcy court for recovery of the full dollar amount presently owed to the State of Mississippi by that Vendor. If the Vendor has emerged from bankruptcy by the RFP submission date, the Vendor must pay in full any amount due and owing to the State, as directed in the court-approved reorganization plan, prior to any proposal being considered.
  - 21.2 Any Vendor who is presently in default on existing contracts for which **ITS** is the contracting agent, or who otherwise is delinquent in the performance of any such contracted obligations, is in the sole judgment of the State required to make arrangement for fulfilling outstanding obligations to the satisfaction of the State in order for the proposal to be considered.
  - 21.3 The State, at its sole discretion, may reject the proposal of a Vendor with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of proposal submission.

22. **Equipment Condition**  
For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to **ITS** specifications, unless an explicit requirement for used equipment is otherwise specified.
23. **Delivery Intervals**  
The Vendor's proposal must specify, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, delivery and installation intervals after receipt of order.
24. **Pricing Guarantee**  
The Vendor must explicitly state, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, how long the proposal will remain valid. Unless stated to the contrary in the *Technical Specifications*, pricing must be guaranteed for a minimum of ninety (90) days.
25. **Shipping Charges**  
For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.
26. **Amortization Schedule**  
For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.
27. **Americans with Disabilities Act Compliance for Web Development and Portal Related Services**  
All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.
28. **Ownership of Developed Software**
- 28.1 When specifications require the Vendor to develop software for the State, the Vendor must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation.
- 28.2 The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.
29. **Ownership of Custom Tailored Software**  
In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs of the State, the Vendor must offer the State an application license

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

30. **Terms of Software License**

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

31. **The State is Licensee of Record**

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

32. **Compliance with Enterprise Security Policy**

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

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. The instructions for acquiring the State of Mississippi Enterprise Security Policy can be found at the link below.

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

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

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

34. **Disclosure of Proposal Information**

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

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#page=153> or from **ITS** upon request.

As outlined in the Third Party Information section of the **ITS** Public Records Procedures, **ITS** will give written notice to any affected Vendor of a request to view or reproduce the Vendor's proposal or portion thereof. **ITS** will not, however, give such notice with respect to summary information prepared in connection with the State's review or evaluation of a Vendor's proposal, including, but not limited to, written presentations to the **ITS** Board or other approving bodies, and/or similar written documentation prepared for the project file. In addition, **ITS** will not provide third-party notice for requests for any contract executed as a result of this RFP.

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

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

35. **Risk Factors to be Assessed**

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

36. **Proposal Bond**

The Vendor must include a proposal bond in the amount of \$7,500.00 with its RFP proposal. Vendor is specifically disallowed from taking exception to the proposal bond requirement. Proposals without proposal bonds will be rejected

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 **Mississippi Department of Public Safety**, 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 must include the price of a performance bond or irrevocable bank letter of credit with its RFP proposal. The cost of the bond or letter of credit must be shown as a separate line item in the *Cost Information Submission*. The performance bond or letter of credit must be procured at the Vendor's expense prior to the execution of the contract and may be invoiced to **Mississippi Department of Public Safety** 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.**

The Vendor must procure and submit to **ITS**, on behalf of **Mississippi Department of Public Safety**, with the executed contract, (a) a performance bond from a reliable surety company authorized to do business in the State of Mississippi or (b) an irrevocable bank letter of credit that is acceptable to the State. The Performance Bond or the Irrevocable Letter of Credit shall be for the total amount of the contract or an amount mutually agreed upon by the State and the successful Vendor and shall be payable to **Mississippi Department of Public Safety**, 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://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#page=171> 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 **3781**.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the **ITS** Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or **\$250,000.00**, whichever is less. The total estimated project lifecycle cost will be the amount used by **ITS** in the computation of cost points, as the low cost in the denominator of the cost evaluation formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the State is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor's expense and be payable to the Mississippi Department of Information Technology Services. Prior to approval of the protest bond,

**ITS** reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. The State may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of 1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the State may have at law or in equity.

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

41. **Mississippi Employment Protection Act**

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

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

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

## SECTION V PROPOSAL EXCEPTIONS

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

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with "shall" or "must," as long as the following are true:
  - 1.1 The specification is not a matter of State law;
  - 1.2 The proposal still meets the intent of the RFP;
  - 1.3 A *Proposal Exception Summary Form* is included with Vendor's proposal; and
  - 1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the *Proposal Exception Summary Form*.
2. The Vendor has no liability to provide items to which an exception has been taken. **ITS** has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and **ITS** will discuss each exception and take one of the following actions:
  - 2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
  - 2.2 **ITS** will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
  - 2.3 **ITS** and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
  - 2.4 None of the above actions is possible, and **ITS** either disqualifies the Vendor's proposal or withdraws the award and proceeds to the next ranked Vendor.
3. Should **ITS** and the Vendor reach a successful agreement, **ITS** will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Vendor's exceptions. The *Proposal Exception Summary*, with those exceptions approved by **ITS**, will become a part of any contract on acquisitions made under this RFP.
4. An exception will be accepted or rejected at the sole discretion of the State.
5. The State desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the

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

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

**PROPOSAL EXCEPTION SUMMARY FORM**

List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.

ITS RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	ITS Acceptance (sign here only if accepted)
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	
1.			
2.			
3.			
4.			
5.			
6.			
7.			

## SECTION VI RFP QUESTIONNAIRE

Please answer each question or provide the information as requested in this section.

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

- 1.1 **MAGIC Vendor Code:** Any Vendor who has not previously done business with the State and has not been assigned a MAGIC Vendor code should visit the following link to register:

[https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda\\_e\\_suco\\_sreg?sap-client=100](https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100)

Vendors who have previously done business with the State may obtain their MAGIC Vendor code at the following link:

<http://www.mmrs.state.ms.us/vendors/index.shtml>

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

MAGIC Vendor Code: \_\_\_\_\_

Additional Vendor information, including contact information for assistance with MAGIC Vendor codes, can be found at the following link:

<http://www.mmrs.state.ms.us/vendors/index.shtml>

- 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](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](mailto: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, its employees, subcontractors, or representatives 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 or persons 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**

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

6. **Order and Remit Address**

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

Order Address:

Remit Address (if different):

7. **Web Amendments**

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

[http://www.its.ms.gov/Procurement/Pages/RFPS\\_Awaiting.aspx](http://www.its.ms.gov/Procurement/Pages/RFPS_Awaiting.aspx)

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

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

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

## **SECTION VII TECHNICAL SPECIFICATIONS**

### **1. How to Respond to this Section**

- 1.1 Beginning with Item 2.1 of this section, label and respond to each outline point in this section as it is labeled in the RFP.
- 1.2 The Vendor must respond with “ACKNOWLEDGED,” “WILL COMPLY” or “AGREED” to each point in this section. In addition, many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the State’s sole discretion, being subject to disqualification.
- 1.3 “ACKNOWLEDGED” should be used when no vendor response or vendor compliance is required. “ACKNOWLEDGED” simply means the vendor is confirming to the State that he read the statement. This is commonly used in the RFP sections where the agency’s current operating environment is described or where general information is being given about the project.
- 1.4 “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the vendor will adhere to the requirement. These terms are used to respond to statements that specify that a vendor or vendor’s proposed solution must comply with a specific item or must perform a certain task.
- 1.5 If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED,” then the Vendor must respond with “EXCEPTION.” (See Section V, for additional instructions regarding Vendor exceptions.)
- 1.6 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 1.7 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

### **2. Mandatory Provisions in Technical Requirements for this RFP**

- 2.1 Certain items in the technical specifications of this RFP are MANDATORY. Vendors are specifically disallowed from taking exception to these mandatory requirements, and proposals that do not meet all mandatory requirements are subject to immediate disqualification.
- 2.2 Mandatory requirements are those requirements classified as MANDATORY in Section VII, Technical Specifications. Meeting a mandatory requirement means the requested functionality exists in the base version of the software package or the Vendor has provided a detailed response that demonstrates the Vendor meets the qualifications and experience requested.

- 2.3 **MANDATORY:** Attendance at the Vendor Web Conference on Thursday, October 29, 2015 is mandatory for any Vendor who intends to submit an RFP response. No exceptions will be granted to this requirement. Any proposal received from a Vendor who did not have an authorized representative at the Vendor Web Conference will be rejected.
- 2.3.1 To access the Vendor Web Conference, Vendor must contact Donna Hamilton via email no later than 3:00 p.m. Central Time, Wednesday, October 28, 2015, to receive instructions on how to enter the web conference.
- 2.4 **MANDATORY:** Vendor must have similar program(s) currently running in production mode in at least one other state. Production means the feature or service is being used by the user community to run their business operations to manage uninsured vehicles. Vendor must provide reference information in Section IX identifying which references are being used to satisfy this requirement.
- 2.5 **MANDATORY:** Vendor must only respond to User insurance verification queries based on near real-time calls to Insurance Company hosted data with the exception of Small Volume Insurers and non-covered vehicle types. The Vendor maintained book-of-business data will only be used as a linkage point to perform near real-time calls and provide statistical reporting for the system.
- 2.6 **MANDATORY:** Vendor must, at a minimum, provide near real-time verification calls using the standard IICMVA Model User Guide for Implementing Online Insurance Verification Version 6.0 dated March, 2015 compliant web-service model with the exception of Small Volume Insurers and non-covered vehicle types. This standard can be viewed in Exhibit E or at <http://www.iicmva.com/OLV%20User%20Guide%20V6.doc>.
- 2.7 **MANDATORY:** Vendor, at a minimum, must meet standard IICMVA compliant book-of-business data exchange with Insurance Companies, based on the IICMVA Insurance Data Transfer Guide Version 1.1 of August 23, 2011. This can be viewed in Exhibit F or at <http://www.iicmva.com/Data%20Transfer%20Guide%201.1.pdf>.
- 2.8 **MANDATORY:** Vendor must successfully operate the system based on Insurance Company book-of-business data that is received no more often than monthly from each Insurance Company.
- 2.9 **MANDATORY:** All vendor personnel accessing the Mississippi Law Enforcement Network, Mississippi servers or Mississippi data will be required to submit to a Mississippi fingerprint based background check before access will be granted.
- 2.10 **MANDATORY:** The Vendor will not be paid for any products or services until the system is in production and the special revenue fund contains a sufficient unencumbered fund balance to pay the contractor.

**3. General Overview and Background**

- 3.1 The Mississippi Department Public Safety (DPS) in cooperation with the Mississippi Commissioner of Insurance (MID) and the Mississippi Department of Revenue (DOR) is seeking a contractor to provide the Mississippi Vehicle Insurance Verification System (MSVIVS). This system will provide the State with automated verification of a vehicle’s motor vehicle insurance status.
- 3.2 This system will interact with and share data with various State computer systems and networks, both in real time and in batch modes.
- 3.3 During the 2012 Regular Session, the Mississippi Legislature passed the Public Safety Verification and Enforcement Act. The Act requires DPS, in cooperation with MID and DOR, to establish an accessible common carrier-based motor vehicle insurance verification system to be used by law enforcement agencies to identify uninsured motorists. During the 2015 Legislative Session, the Act was revised in recognition of specific interagency system and legal limitations. These changes are designed to enable implementation of the Act in 2016. The Acts can be referenced in their entirety as Exhibits B and C respectively.

<b>Public Safety Verification Act*</b>		
<b>MS Code §</b>	<b>Subject Matter</b>	<b>2015 Legislative Action</b>
63-16-1	Short Title	Unchanged
63-16-3	Insurance Verification System Requirements	Revised
63-16-5	Use by Law Enforcement	Revised
63-16-7	Rules	Revised
63-16-9	Motor Vehicle Registration	Repealed
63-16-11	Application to Commercial Coverage	Unchanged
63-16-13	Suspension of Vehicle Registration	Revised
63-16-15	Repealer	7/1/2018
	* Current as of 2015 Regular Session	

- 3.4 The Act contains fine and penalty provisions intended to generate sufficient revenue to cover the costs of operating the system and establishes a fund from which the Vendor will be paid. The State is seeking proposals providing the implementation of the system at no up-front cost to the State.
  - 3.4.1 **MANDATORY:** Vendor will not be paid for any products or services until the system is in production and the special revenue fund contains a sufficient unencumbered fund balance to pay the contractor.

- 3.5 The MSVIVS system will be used by law enforcement, courts, citizens and other authorized agencies to assist in enforcing motor vehicle insurance related laws.
- 3.6 MSVIVS will interconnect with existing state systems as well as state and national networks as specifically described in the requirements defined below.
- 3.7 The awarded contract for MSVIVS will terminate with the sunset of Senate Bill 2631 on July 1, 2018. The State reserves the right to extend the contract for 2 additional 1-year terms.
- 3.8 The State requires a business model whereby the Vendor provides MSVIVS products, implementation, and services, including changes to the Law Enforcement Network, at no up-front cost to the State. The business model must generate sufficient revenue to fully sustain the MSVIVS system, including ongoing operating costs, going forward. Vendor must include a concise overview of the proposed business model. The business model overview must include any assumptions Vendor makes in developing the business model and the in developing the Cost Information Submission requested in Section VIII.

#### 4. Design Objectives

- 4.1 The State's objectives for this project include the implementation of a MSVIVS system that includes a secure web portal and permits current internal State systems, or authorized users of an MSVIVS secure web portal or service, to access MSVIVS to perform insurance verification transactions with minimum inconvenience to State system users and maximum integration with current workflows where possible.
- 4.2 For example, the State anticipates the design of MSVIVS to accommodate the following:
  - 4.2.1 Law enforcement queries made to MSVIVS via Law Enforcement Network transactions. This transaction process will be tied to the in-state VQ/VR NLETS transaction process. After locating the registration record by tag or VIN, the switch will make a second web-service call to MSVIVS using VIN, the MSVIVS return will be combined with the existing VR return. Costs incurred for modifications to the existing VQ/VR return must be borne by Vendor and are detailed in Exhibit D. Vendor must include these costs in Vendor's Cost Information Submission in Section VIII.
  - 4.2.2 Mississippi courts, other authorized agencies and citizens will gain access to MSVIVS from a vendor provided secure web portal using common browser technology.
- 4.3 MSVIVS will consist of all data, functionality, and infrastructure needed to provide responses to court and Law Enforcement Network, other authorized

agencies and citizen conducted queries. This specifically means that Vendor will develop and maintain the insurance provider and MS vehicle registration data needed to respond to these queries, and be responsible for maintaining, supporting, and expanding this data system as needed following MSVIVS' implementation. Changes required to the Law Enforcement Network will be provided by the State's message switch Contractor at Vendor's expense. Vendor is expected to work with State staff to identify specific technical needs and specifications for connecting to and interacting with MSVIVS as part of Vendor's proposal(s).

- 4.4 All components of MSVIVS will be operated, maintained, supported, and expanded as needed by Vendor. Vendor must also provide initial training of all law enforcement officers and dispatchers statewide, court personnel, and other key personnel as identified by the State.
- 4.5 MSVIVS will consist of all data, functionality, and infrastructure needed to provide accurate responses to batch matching process and near real-time motor vehicle insurance queries. Accuracy of matching motor vehicle records to insurance records must be 95% of valid VIN records matching MSVIVS records before the first production use of the system.
- 4.6 Queries will be initiated by law enforcement through Law Enforcement Network transactions to the State Message Switch that handles NCIC/NLETS transactions for law enforcement nationwide.
- 4.7 The search criteria must include fields for entering a date of insurance coverage in the secure web portal application for courts and other agencies (excluding citizens). This field should allow past dates to be entered for investigative searches when determining if a person was insured during a designated time period. Describe how Vendor's system meets this requirement.
- 4.8 The batch matching process will take DOR registration data and compare that to Insurance Company book-of-business data to link vehicle registrations to insurance policies and while obtaining the needed policy information to support near real-time queries. This process will also provide statistical information needed to monitor the health of the system and support improvements in processes and data.
- 4.9 Vendor will handle all contact with motor vehicle insurance providers and subsequent updates to and maintenance of MSVIVS data within MSVIVS. This specifically includes working with insurance providers to ensure insurance data is correct, current, and available through MSVIVS in a timely manner. Vendor must assume responsibility for working with insurance providers to handle insurer, court, authorized user, law enforcement or citizen queries regarding MSVIVS applications, data quality or data availability issues. Insurers, users and citizens will be directed to contact Vendor or Vendor's designee (e.g. insurance providers) for queries regarding MSVIVS data.

- 4.10 Physical MSVIVS components, e.g. servers, communications equipment, etc., shall be housed either at Vendor’s site or at the State Data Center, whichever is most cost effective to the State of Mississippi. In either case, the Vendor will be responsible for all maintenance and support of all MSVIVS components, regardless of physical location, including colocation hosting charges incurred in the event the State Data Center is utilized.

5. **Procurement Project Schedule**

<b>Task</b>	<b>Date</b>
First Advertisement Date for RFP	10/13/15
Second Advertisement Date for RFP	10/20/15
Mandatory Vendor Web Conference	10:00 a.m. Central Time on 10/29/2015
Deadline for Vendor’s Written Questions	3:00 p.m. Central Time on 11/03/15
Deadline for Questions Answered and Posted to ITS Web Site	11/16/15
Open Proposals	12/01/15
Evaluation of Proposals	12/01/15 – 1/14/16
ITS Board Presentation	2/18/16
Contract Negotiation	1/14/16 – 2/05/16

6. **Statement of Understanding**

- 6.1 Vendors may request additional information or clarifications to this RFP using the following procedure:
- 6.1.1 Vendors must clearly identify the specified paragraph(s) in the RFP that is in question.
  - 6.1.2 Vendor must deliver a written document to Donna Hamilton at **ITS** by Tuesday, November 3, 2015 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 Donna Hamilton to verify the receipt of their document. Documents received after the deadline will be rejected.
- 6.2 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 Monday, November 16, 2015.

## 7. Interface Requirements

- 7.1 The Vendor's system must securely and seamlessly interface with the State's Law Enforcement Network environment. Describe your experience integrating your system into similar applications (State Message Switch) and how you will meet this requirement in Mississippi. This requirement will be scored based on how well the response demonstrates Vendor's depth of knowledge.
- 7.2 The Vendor's system must securely and seamlessly interface with the State's Title Registration Network, motor vehicle title and registration data. This will be required to securely receive registration data and communicate error conditions. Describe your experience integrating your system into similar applications and how you will meet this requirement in Mississippi.
- 7.3 DOR is in the process of replacing the current Tag and Title System. The schedule for the Tag and Title project is unknown at this point, however, the Vendor should be aware that the State will require assistance with updating the registration interface for MSVIVS.
- 7.4 The system must be capable of broadcasting an IICMVA web-service query to a specific insurance company or to all insurance companies reporting for Mississippi. Identify what kind of features Vendor's system has to be able to broadcast these types of queries. Also explain how the system determines which companies to query and provide a list of insurance companies from whom you can receive real-time broadcast information.

## 8. Vehicle Registration Data Maintenance

- 8.1 It will be the Vendor's responsibility to coordinate the collection of and/or interface to vehicle registration data that Mississippi needs for its verification program. The Vendor must gain working relationships with the Department of Revenue that holds vehicle registration data for Mississippi citizens.
- 8.2 If Vendor's application requires a transfer of Mississippi vehicle registration information, provide the following information:
  - 8.2.1 Identify the options for receiving the Mississippi vehicle registration information.
  - 8.2.2 Identify how the transfer of data will be secured if protected private information is required (e.g. name and address).
  - 8.2.3 Identify the expected frequency of data transfer.
  - 8.2.4 Identify if the transfer will handle updates only or the complete record set.
  - 8.2.5 List the fields / information that will be required from Mississippi vehicle records.

## 9. Insurance Data Maintenance

- 9.1 It will be the Vendor's responsibility to coordinate the collection of and/or interface to insurance data that Mississippi needs for its verification program. The Vendor must gain working relationships with companies that sell liability insurance to Mississippi citizens to access vehicle insurance data. Provide a list of the Mississippi insurance providers, if any, from whom your company currently receives data.
- 9.2 In addition to the mandatory IICMVA format requirements, the Vendor must describe whether other formats, frequencies, or methods are available for obtaining book-of-business or transactional data from insurers.
- 9.3 The Vendor is responsible for working with new insurers approved for writing vehicle liability insurance in the State of Mississippi in order to gain access to their book-of-business data. Specify what steps your company will take to identify newly licensed insurance companies and build the required relationships to gain access to this type of information.
- 9.4 The Vendor's proposed application must be able to verify insurance for the vehicles identified in the attached Exhibit B: Senate Bill 2631 Regular Session 2012, Section 6.1 a-f and 8. Confirm that insurance coverage can be determined for these types of vehicles within your application. If there are any vehicle types that cannot be handled, list them and explain why they cannot be verified.
- 9.5 The Vendor must identify if their application maintains a data repository. If one is maintained identify the data elements captured. Vendor must specify the mechanisms used to receive the insurance data and how the transmission of data from insurance companies is secured in order to protect private information (name and address).
- 9.6 Vendor's system must identify how binder of insurance (temporary bound coverage) is processed, and how subsequent coverage information is processed. Describe how your system manages this process.
- 9.7 The verification system must maintain a history for each record of when the updates or searches were made to that record. Describe how your system meets this requirement.
- 9.8 The verification system must maintain the insurer's assigned NAIC number and policy key. This should be provided whenever the insurance company name is displayed during a response. This also should be a search key option for the web online verification tool. Describe how your system meets this requirement.

## 10. Batch Verification Tools

- 10.1 Mississippi requires the ability to perform an analysis between the Vendor's insurance data and the Mississippi vehicle registration data. The process

should be able to run monthly, quarterly, semi-annually, or yearly. Describe how your proposed solution meets this requirement and the types of analysis it provides. List the key elements analyzed and provide examples of reports generated with a description of their use and purposes.

- 10.2 Because Mississippi has duplicate VIN and plate number situations the batch matching process must be able to use sufficient field identifiers for Mississippi data to get unique matches. List the criteria your system uses for matching and describe how your system will uniquely identify vehicles when duplicates are encountered
- 10.3 The system must be able to accommodate changing plate numbers for the same VIN within a current registration period. Describe how your system will meet this requirement and still uniquely identify if a vehicle is insured.
- 10.4 The system must be able to determine when a VIN is submitted in error. Identify how your system will determine that a VIN number is submitted in error, and how it will distinguish it from a not found vehicle.
- 10.5 The Vendor's system must provide the ability to create statistical reports for the State. The types of information the State is interested in includes the percentage of uninsured vehicles in Mississippi by county. List types of reports or files provided by the Vendor's system, the purposes for which they were designed, and provide a brief explanation of each.

## 11. **Web Online Verification Tools**

- 11.1 The Vendor's secure web portal for online real-time verification service must be capable of scaling to provide services to Mississippi courts responsible for adjudication of traffic citations. Identify how Vendor's service can be utilized by this group of users.
- 11.2 The Vendor's secure web portal for online real-time verification service must be capable of scaling to provide services to Insurance Companies and citizens. Identify how Vendor's service can be utilized by this group of users based on established business rules.
- 11.3 The Vendor's secure web portal for online real-time verification service must be capable of scaling to provide services to additional groups of State-authorized users. Identify any limitations there would be on supplying this service to new users. Identify how Vendor's service can be utilized by this group of users based on established business rules.
- 11.4 The system must provide clear English text error messaging. Provide examples of error messages that users might receive.
- 11.5 The Vendor's system for the web-based online verification service should use applicable industry standards and specifications as guidelines. Specify how the solution offered meets those guidelines. Note that the State's requirements override industry guidelines in the event of a conflict.

- 11.6 The session between the requesting party and Vendor's systems cannot be interrupted and the response cannot be issued to any other destination than the requesting party. Describe the protections that are included in Vendor's system that will ensure no communications between parties can be interrupted or diverted.
- 11.7 The system must be able to identify that a VIN number is submitted in error. This must be part of the response information. Describe how the system determines that a VIN number is submitted in error, and how it distinguishes it from a not found vehicle.
- 11.8 The system must handle queries based on VIN or tag number using established business rules. The system must use enough fields to uniquely identify vehicles. This includes duplicate VIN situations. Describe how Vendor's system meets this requirement and what other attributes can be used to uniquely determine if the person and vehicle combination is insured.
- 11.9 Access to information must be limited based on user profiles in accordance with the Driver Privacy Protection Act (DPPA) and data needed to accomplish authorized tasks. Describe how Vendor's system limits access to personal information by user group.
- 11.10 The Vendor's system must allow a search by insurance policy number for specified user groups. Policy number needs to be part of the response when searching by VIN, plate, or policy number. Identify if Vendor's system has this capability and describe how Vendor's system ensures the policy number in its database is recorded in the same format as the insurance company prints on the paperwork provided to customer.
- 11.11 The system must identify if a person, rather than a vehicle (e.g. via broad form insurance, and certain SR 22 filings) can be identified as insured or not insured. This includes situations like a vehicle not being insured if a certain person is driving it (person exclusion), vehicles that are insured only if a given person is driving it, and broad form insurance, including certain SR 22 filings, where the person is covered no matter what vehicle they drive. The system must be able to accept SR-22 data from DPS. The information returned to a call must identify SR-22 insurance. Describe how Vendor's system meets this requirement and if the type of insurance is part of response.
- 11.12 The Vendor's web tool must identify the type of insurance situation in the response. Identify if Vendor's system can collect the following types of data and use it for verification tool and reporting.
- 11.12.1 Self-insured parties (e.g. the State, rental companies, Fleet, etc.)
  - 11.12.2 Seasonal vehicles (i.e. only insured during period of use)
  - 11.12.3 Small volume (i.e. limited market share) insurance providers

- 11.12.4 Broad form insurance, including certain SR 22 filings, and church organizations (e.g. person is insured as opposed to vehicle)
- 11.12.5 Vehicles insured by surety or indemnity bond
- 11.12.6 Named family member exclusions
- 11.12.7 Vehicle only insured if given person(s) is (are) driving
- 11.12.8 Insured by deposit or cash
- 11.13 The system must clearly identify whether a vehicle is currently insured, not insured, that confirmation cannot be determined at the time of query or IICMVA Web-service call(s) failed to respond. Describe the responses Vendor's system provides for each of the above results. Also describe under what conditions a "cannot be determined" response is rendered.
- 11.14 The system must provide real-time verification to small volume insurance company book-of-business data. Vendor will describe how this real-time access will be provided.
- 11.15 Describe how Vendor's system supports policy expiration date for all responses regardless of search criteria used.
- 11.16 The system must be able to provide on-line immediate responses to queries regarding the insured status of any vehicle 24 hours a day, 7 days a week. Describe Vendor's system's availability standards, and how you plan to monitor and maintain that availability to achieve a requested System Performance. In addition, describe how application systems maintenance, backups, and upgrades are accomplished while maintaining this level of availability.

## 12. **Web Data Maintenance Tools**

- 12.1 The Vendor must supply a user oriented web based mechanism for use by the following groups to view or update vehicle insurance information. Identify what data the customer will have to supply, how the data will be securely transferred, and how the data will be authenticated when submitted. Vendor must describe the supported methods and formats for uploading or entering this information.
  - 12.1.1 Small volume (i.e. limited market share) insurance providers or insurers insuring less than 500 vehicles within the State of Mississippi.
  - 12.1.2 Broad form insurance, including certain SR 22 filings.
  - 12.1.3 Excluded Vehicles.
  - 12.1.4 Bonded Vehicles.

12.1.5 Binder Information.

13. **Access and Environment**

- 13.1 The Vendor's application must secure all communications that authorized users use to query or supply data. The Vendor must describe how this will be accomplished.
- 13.2 The IICMVA web-service model insurer endpoint will be determined through the use of the NAIC identifier as a routing key in a point to point transaction. Vendor will confirm that the system endpoint will be determined through the use of the NAIC identifier as a routing key.
- 13.3 The System will utilize role-based authentication to control functionality and information provided. All users must be assigned to specific role(s).

14. **Security**

- 14.1 Vendor must describe their overall approach to security.
- 14.2 The Vendor's System must verify that coverage confirmation requests and all queries are from an authorized requesting party. Vendor must describe how authorized parties are identified to their system, and how access by these parties is controlled (including how rights are terminated).
- 14.3 The system must allow only data transmissions to and from known, authorized trading partners. Vendor must identify how they track authorized partners and what processes will be employed to ensure only authorized partners are transferring data to this process.
- 14.4 The system must include firewalls, certificates and/or data encryption for protection against unauthorized access to stored data as well as to data in transmission. Vendor must describe the type of firewall or boundary protection mechanisms that are employed for their system.
- 14.5 Personally identifiable information ("PII") is defined as information which can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth or mother's maiden name. The system shall ensure that any PII data in transit (outside the boundary of a secure location or network) shall be protected via cryptographic mechanisms (encryption). Describe how Vendor's solution incorporates security for all components, including, but not limited to, batch data maintenance, batch verification, web data maintenance, and web online verification.
- 14.6 A data flow/authentication network diagram shall show security implementation for data at rest. The Vendor must provide a data flow and authentication diagram representing the security of the system while data is at rest.

- 14.7 A data flow/authentication network diagram shall show security implementation for data in transit. The Vendor must provide a data flow and authentication diagram representing the security of the system while data is in transit.
- 14.8 Incidents of information security events related to, but not limited to, malicious computer attacks shall be promptly reported to appropriate parties. The Vendor must describe incident response processes including handling, training, and response.
- 14.9 Security for the Vendor's system should use the specifications and standards of the Insurance Industry Committee on Motor Vehicle Administration (IICMVA) as well as with other applicable industry standards as guidelines. Specify how the solution offered meets those guidelines. Note that the State's requirements override these industry guidelines, in the event of a conflict.
- 14.10 Staff responsible for support of the system, including third parties that have access to PII must have basic security awareness training. The Vendor must describe how staffing is trained or versed in security awareness, and what topics are covered
- 14.11 The system shall log queries, responses and events to the system. The Vendor must describe which events are logged in the system and the content delivered in the logs. In addition, describe the log record retention time.
- 14.12 The Vendor should follow industry standard programming practices. The implementation should not include any of the flaws described in the current "OWASP Top Ten Most Critical Web Application Vulnerabilities" or similar lists.
- 14.13 Regular internal and 3<sup>rd</sup>-Party security testing must be performed and the results shared with the Customer to ensure that good practices and processes are being followed and that vulnerabilities are found and resolved in a timely manner.
15. **Architecture and Design**
- 15.1 The Vendor must ensure data integrity by providing back-up and server redundancy for instant recovery. Describe Vendor's data back-up procedures, server redundancy environment, and recovery procedures in event of system failure.
- 15.2 The system shall ensure no loss of data will occur during a fail-over event. The Vendor must describe how this requirement will be accommodated.
- 15.3 Vendor must describe database/application environments for development, test, and production.

- 15.4 The system shall incorporate high availability / fail-over capability to ensure minimal loss of access to data. The Vendor must describe how this will be accomplished.
- 15.5 Vendor must provide an entity relational diagram of the database and a data-flow diagram.
- 15.6 Vendor must describe how they will ensure their systems can communicate and share data with the State's architecture where appropriate.

**16. System Performance**

- 16.1 The system must be available 24 hours a day, 7 days a week, subject to reasonable allowances for scheduled maintenance or temporary system failures, to verify the insurance status of any vehicle in a manner prescribed by the State. The Vendor must detail how they will support the systems to ensure maximum availability.
- 16.2 The system will provide five (5) second response time for queries conducted via Law Enforcement Network or secure web portal during the busiest hour of the day while the system is under load. Vendor will describe typical response times achieved by their systems under heavy load. Vendor must maintain inquiry/response times within its logging system.

**17. Key Performance Indicators**

- 17.1 The Vendor must provide management and monitoring reports within their application. List the reports Vendor's application provides with a short explanation and example of each report type. The proposed solution must provide reporting on the following but not limited to types of information by insurer:
  - 17.1.1 Counts of queries resulting in "confirmed as not insured"
  - 17.1.2 Counts of queries resulting in "coverage could not be determined" for VINs that exist in data provided by DOR.
  - 17.1.3 Counts of queries resulting in "coverage verified"
  - 17.1.4 Counts of the number of registered Mississippi vehicles
  - 17.1.5 Counts of the number of uninsured vehicles
  - 17.1.6 Counts of the number of insured vehicles.
  - 17.1.7 Counts of "Active" users.
- 17.2 Vendor and their application must be able to provide assistance with the task of monitoring the effectiveness of the Mississippi Vehicle Insurance Verification Program. Describe how this assistance would be provided by

Vendor's company, including a description of reports that will be generated and statistics that will be gathered. Provide sample reports.

**18. Customer Service**

- 18.1 The Vendor must provide a call center to provide assistance to Mississippi citizens who call with issues between the Vendor's data and the insurance companies that are providing the data. Describe how you will provide support to Mississippi citizens who need to clear up insurance reporting issues. This call center must be available continuously during the hours of 7:00 AM to 6:00 PM local Mississippi time.
- 18.2 The Vendor must provide support to insurance companies providing information; including facilitating insurance company data submissions, fielding reported problems and managing changes and updates to insurance company program modifications. Describe how insurance companies providing information to the verification system are supported by the Vendor. This support must be available continuously during the hours of 7:00 AM to 6:00 PM local Mississippi time.

**19. Project Plan**

- 19.1 The Vendor must provide a project plan that shows how their company will meet Mississippi's phased implementation, including the following phases:
  - 19.1.1 Contract signing complete (1/2/2016)
  - 19.1.2 Dedicated test system for the State is operational with enough insurance companies reporting data to represent at least 60% of Mississippi's insurance business for vehicles (3/1/2016)
  - 19.1.3 Dedicated production system for the State installed and available; Accuracy of matching motor vehicle records to insurance records must be 95% of valid VIN records matching MSVIVS records before the first production use of the system. (7/1/2016)
  - 19.1.4 State Message Switch verification service ready for production use for the law enforcement officers at roadside (3/1/2016)
  - 19.1.5 Provide ability for Mississippi's Law Enforcement Network related applications able to request insurance verification information from the Vendor supplied system, including access by Mississippi law enforcement officers (3/1/2016)
  - 19.1.6 Work with the State to define and refine the business rules for insurance reporting. (3/1/2016)
    - 19.1.6.1 Define business rules for insurance reporting

- 19.1.7 Provide a verification tool ready for production use by the State for use in an advisory capacity (9/1/2016)

**20. Vendor Qualifications**

- 20.1 The Vendor must provide a description of his organization with sufficient information to substantiate proven expertise in the products and services being requested in this RFP for all phases of the project. Vendor must address each of the elements specified below.
- 20.2 The Vendor must disclose any company restructurings, mergers, and acquisitions over the past three (3) years.
- 20.3 The Vendor must specify the location of the organization's principal office and the number of executive and professional personnel employed at this office.
- 20.4 The Vendor must state the number of years the Vendor has been providing the products and services being proposed.
- 20.5 The Vendor must specify the organization's size in terms of the number of full-time employees, the number of contract personnel used at any one time, the number of offices and their locations, and structure (for example, state, national, or international organization).
- 20.6 The Vendor must specify the Vendor's relationship to any parent firms, sister firms, or subsidiaries.
- 20.7 The Vendor must provide the name and the state of incorporation, if incorporated.
- 20.8 The Vendor must indicate the number of state government implementations the company has performed in the past three years.
- 20.9 The Vendor must indicate the number of implementations the company has performed for state/federal government entities which perform similar functions in their respective state/area/province as are required by this RFP.
- 20.10 Provide a complete list of jurisdictions, with a phone and e-mail contact, in which Vendor's system is installed and operational for each feature or service listed below. Include the length of time that each feature or service has been in production at that site.
- 20.10.1 Web based online insurance verification which has the capability to determine coverage using the following:
- 20.10.1.1 Documentation on overall verification program match rate
- 20.10.1.2 Match against vehicle record/insurance data held in Vendor's data repository

- 20.10.1.3 Broadcast query to a specific insurance agency using policy number
- 20.10.1.4 Broadcast query to a wider set of insurance companies that have web service access to their data (list number of companies and conditions that spark this request to be sent)
- 20.10.2 Batch process to match State vehicle records to insurance data to provide the percentage of uninsured vehicles in Mississippi.
- 20.10.3 Web based application to be used by smaller producers and other entities (self-insured, seasonal vehicles, churches, etc.) to report vehicles and/or people as being insured.
- 20.10.4 Call Center to field questions from the public and insurance companies and resolve issues regarding the insurance verification program and specific queries.

**21. Installation and Support**

- 21.1 The Vendor must be capable of providing support for any and all of their system components, including those that may be hosted in or otherwise reside within State facilities.
- 21.2 Vendor must describe any facility, security, infrastructure, or other accommodations needed for any system components proposed by the Vendor that are to be hosted in or housed within State facilities.
- 21.3 The Vendor must describe in detail how they will provide support for their system components that are hosted or housed within Mississippi facilities, including a description of what VPN accounts will be required for appropriate levels of support.

**22. Training**

- 22.1 The Vendor must provide adequate training for core groups of State employees at the appropriate step of each implementation phase as part of the implementation process. Describe how Vendor plans to meet this requirement.
- 22.2 Vendor must also provide initial training of all law enforcement officers and dispatchers statewide, court personnel, and other key personnel as identified by the State. Describe how Vendor plans to meet this requirement.
- 22.3 The Vendor must provide training materials and documentation acceptable to the State for use by the State in training non-State staff and future State users of MSVIVS utilizing a train-the-trainers approach. The Vendor must describe training materials and its recommendation of how best to deliver training to end users.

**23. Warranty/Maintenance**

**23.1 Product Warranty**

Vendor must warrant that the proposed System shall meet or exceed these minimum specifications.

23.1.1 Vendor must warrant that all deliverables shall be free from any defect which would render any such deliverable inoperable or which would prevent full performance in accordance with these specifications. This warranty includes correction of errors, design deficiencies, performance deficiencies, and incorrect or defective documentation, including those found during acceptance testing, implementation, and the warranty period.

23.1.2 Vendor must propose the standard manufacturer warranty for all proposed software products and services. Vendor must specify the warranty period, during which time maintenance need not be paid. Warranty must cover, at minimum, one (1) hour response to all service-related calls or e-mails during prime-shift hours (8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday. Vendor must describe the proposed warranty.

**23.2 Product Maintenance and Software Support**

23.2.1 Vendor must provide ongoing support services to include toll-free telephone support during the hours of 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday. Vendor must describe the proposed plan.

23.2.2 Vendor must maintain the products in an operable condition according to the specifications contained in the technical manuals and as outlined in these specifications and the Vendor's System proposal.

23.2.3 Vendor must provide ongoing technical support for law enforcement 24x7 with 4 hour response. Vendor must describe the proposed plan.

23.3 Vendor must provide the Agency with enhancements and updates to the software as they are made generally available.

**24. Additional Requirements**

24.1 **ITS** acknowledges that the specifications within this RFP are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed system. Vendors must specify, here, what additional components may be needed and are proposed in order to complete each configuration.

**25. Scoring Methodology**

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

Category	Possible Points
Non-Cost Categories:	
System Architecture, Design, & Security	10
Customer Service & Training	10
Business Model	5
Key Performance Indicators	5
Project Plan	5
Vendor Qualifications	5
Total Non-Cost Points	40
Cost	60
Total Base Points	100
Value Add	5
<b>Maximum Possible Points</b>	<b>105</b>

- 25.2 The evaluation will be conducted in four stages as follows:
  - 25.2.1 Stage 1 – Selection of Responsive/Valid Proposals – Each proposal will be reviewed to determine if it is sufficiently responsive to the RFP requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this RFP with regard to content,

organization/format, Vendor experience, number of copies, bond requirement, timely delivery, and must be responsive to all mandatory requirements. No evaluation points will be awarded in this stage. Failure to submit a complete proposal may result in rejection of the proposal.

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

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

Non-Cost Categories	Possible Points
System Architecture, Design, & Security	10
Customer Service & Training	10
Business Model	5
Key Performance Indicators	5
Project Plan	5
Vendor Qualifications	5
<b>Maximum Possible Points</b>	<b>40</b>

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

25.2.2.3 ITS scores the non-cost categories on a 10-point scale, with 9 points for meeting the requirement. The 'Meets Specs' score for each category is 90% of the total points allocated for that category. For example, the 'Customer Service & Training' category was allocated 10 points; a proposal that fully met all requirements in that section would have scored 9 points. The additional 10% is used for a proposal that exceeds the requirement for an item in a way that provides additional benefits to the state.

25.3 Stage 3 – Cost Evaluation

25.3.1 Points will be assigned using the following formula:

$$(1 - ((B - A) / A)) * n$$

Where:

A = Total lifecycle cost of lowest valid proposal

B = Total lifecycle cost of proposal being scored

n = Maximum number of points allocated to cost for acquisition

25.3.2 Cost categories and maximum point values are as follows:

<b>Cost Category</b>	<b>Possible Points</b>
Lifecycle Cost	60
<b>Maximum Possible Points</b>	<b>60</b>

25.4 Stage 4 – Selection of the successful Vendor

25.4.1 On-site Demonstrations and Interviews

25.4.1.1 At the discretion of the State, evaluators may request interviews, on-site presentations, demonstrations or discussions with any and all Vendors for the purpose of system overview and/or clarification or amplification of information presented in any part of the proposal.

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

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

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

25.4.2 Site Visits

25.4.2.1 At the State’s option, Vendors that remain within a competitive range must be prepared to provide a reference site within seven calendar days of notification. If possible, the reference site should be in the Southeastern region of the United States. Vendor must list potential reference sites in the proposal.

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

**SECTION VIII  
 COST INFORMATION SUBMISSION**

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

<b>Description</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
Software License Fee		\$	\$
Implementation Services (fully loaded with travel, subsistence and associated per diem costs) Break out costs by:			
Pre-installation (Requirements Analysis, System Design, Database Conversion and other related costs)		\$	\$
Implementation Costs		\$	\$
CPI Switch Interface		\$	\$
Other Costs (specify)		\$	\$
Training/Knowledge Transfer Costs		\$	\$
Internal-User Training (5-6)		\$	\$
Administrator Training –system controls, security, configuration (1-2)		\$	\$
<b>General Costs</b>			
Annual Subscription Fee (2 years)(if applicable)* <sup>1</sup>			
Year 1		\$	\$
Year 2		\$	\$

Maintenance and Support Costs (if separate from subscription) 8:00 A.M. to 5:00 P.M. Central Time, Monday through Friday * <sup>1</sup> Year 1 Year 2		\$ \$	\$ \$
Miscellaneous Costs (must specify)		\$ \$	\$ \$
Proposal Bond		\$	\$
Performance Bond		\$	\$
If Change Order Rate varies depending on the level of support, Vendor should specify the Change Order Rate according to position.			
Fully-loaded Change Order Rate		\$	\$

\*<sup>1</sup>See Section VII, Item 3.7, the MSVIVS Bill sunsets July 1, 2018. The State reserves the right to extend the contract for 2 additional 1-year terms.

## SECTION IX REFERENCES

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

### 1. References

- 1.1 The Vendor must provide at least 3 references consisting of Vendor accounts that the State may contact. Required information includes customer contact name, address, telephone number, email address, and engagement starting and ending dates. Forms for providing reference information are included later in this RFP section. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession.
- 1.2 Vendor must identify which reference meets mandatory requirement 2.4.
- 1.3 Any of the following may subject the Vendor's proposal to being rated unfavorably relative to these criteria or removed from further consideration, at the State's sole discretion:
  - 1.3.1 Failure to provide reference information in the manner described;
  - 1.3.2 Inability of the State to substantiate minimum experience or other requirements from the references provided;
  - 1.3.3 Non-responsiveness of references to the State's attempts to contact them; or
  - 1.3.4 Unfavorable references that raise serious concerns about material risks to the State in contracting with the Vendor for the proposed products or services.
- 1.4 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
  - 1.4.1 The reference installation must be for a project similar in scope and size to the project for which this RFP is issued;
  - 1.4.2 The reference installation must have been operational for at least six (6) months.
- 1.5 The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, including the procuring agency and/or other agencies or institutions of the State, even if that customer is not included in the Vendor's list of references, and to utilize such information in the evaluation of the Vendor's proposal.

- 1.6 Unless otherwise indicated in the Scoring Methodology in Section VII, reference information available to the State will be used as follows:
  - 1.6.1 As documentation supporting mandatory experience requirements for companies, products, and/or individuals, as required in this RFP;
  - 1.6.2 To confirm the capabilities and quality of a Vendor, product, or individual for the proposal deemed lowest and best, prior to finalizing the award.
- 1.7 The State reserves the right to forego reference checking when, at the State's sole discretion, the evaluation team determines that the capabilities of the recommended Vendor are known to the State.

## 2. **Subcontractors**

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

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

## REFERENCE FORM

### Complete 3 Reference Forms.

Contact Name:

Company Name:

Address:

Phone #:

E-Mail:

Project Start Date:

Project End Date:

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

--

## SUBCONTRACTOR REFERENCE FORM

**Complete a separate form for each subcontractor proposed.**

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

Scope of services/products to be provided by subcontractor:

**Complete three (3) Reference Forms for each Subcontractor.**

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

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

**EXHIBIT A  
STANDARD CONTRACT**

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

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

**PROJECT NUMBER 39947  
SOFTWARE LICENSE AND APPLICATION SERVICE PROVIDER AGREEMENT  
BETWEEN  
INSERT VENDOR NAME  
AND  
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES  
AS CONTRACTING AGENT FOR THE  
MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY**

This Software License and Application Service Provider Agreement (hereinafter referred to as "Agreement") is entered into by and between, **INSERT VENDOR NAME**, a **INSERT STATE OF INCORPORATION** corporation having its principal place of business at **INSERT VENDOR ADDRESS** (hereinafter referred to as "Licensor"), and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the Mississippi Department of Public Safety, located at 1900 East Woodrow Wilson, Jackson, Mississippi 39216 (hereinafter referred to as "Licensee" and/or "MDPS"). ITS and MDPS are sometimes collectively referred to herein as "State."

**WHEREAS**, MDPS, pursuant to Request for Proposals ("RFP") No. 3781 requested proposals for the services of a contractor to host and maintain an Application Service Provider ("ASP") solution for the implementation of a Mississippi Vehicle Insurance Verification System (MSVIVS); and

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

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

**ARTICLE 1 DEFINITIONS**

**1.1 "Active User"** means MDPS employees, law enforcement, courts, citizens and authorized agencies who assist in enforcing motor vehicle insurance related laws, actively participating on the system in any given month of operation, who shall be bound to the terms and conditions of this Agreement. Licensor does not impose a limit on the number of Active Users accessing or registering to use the system.

**1.2 “Available Date”** means the date upon which Licensor notifies MDPS that the Software may be accessed on the Licensor’s ASP server and MDPS may begin acceptance testing.

**1.3 “Content”** means any content provided by or through Active Users for use with the Software.

**1.4 “Documentation”** means the published user and technical manuals and documentation that Licensor makes generally available for the Software; the help files included within the Software, and any files containing presentation materials or manuals or other related materials to train and educate Licensee and the Active Users on the use of the Software.

**1.5 “Enhancements”** means the corrections, updates, upgrades or new versions of the Software or Documentation that Licensor may provide to Licensee under this Agreement.

**1.6 “Licensee”** means the Mississippi Department of Public Safety, its employees, law enforcement, courts, citizens and authorized agencies who assist in enforcing motor vehicle insurance related laws, and any third party consultants or outsourcers engaged by MDPS who have a need to know and who shall be bound by the terms and conditions of this Agreement.

**1.7 “Licensor”** means **INSERT VENDOR NAME**, and its successors and assigns.

**1.8 “Products”** means the Software, Documentation, Corrections, Enhancements and any copy of the Software, Documentation, Corrections, or Enhancements provided by the Licensor.

**1.9 “Services”** means any on-line user access, customizations, interface development, consulting, education, ASP installation, system administration, training, maintenance, support, and Help Desk services provided by Licensor to Licensee.

**1.10 “Software”** means the machine-readable object code version of the computer programs whether embedded on disc, tape or other media used for the management of the web-based Mississippi Vehicle Insurance Verification System (MSVIVS) System and Supported Interfaces (and any Documentation and help files within the Software), including any Enhancements provided pursuant to the maintenance and support terms identified herein.

**1.11 “Software Error”** means a reproducible defect or combination thereof in the Software that results in a failure of the Software when used in accordance with the Documentation. Software Errors do not include those errors caused by (a) Licensee’s negligence, (b) any unauthorized modification or alteration Licensee makes to the Software, (c) data that does not conform to Licensor’s specified data format, (d) operator error, or (e) use not conforming to the Licensor’s supported technical environment specified in the Documentation.

**1.12 “Supported Interfaces”** means application-based interfaces (API), network protocols, data formats, database schemas, and file formats used in the Software as described in the Documentation.

## **ARTICLE 2 PERIOD OF PERFORMANCE**

**2.1** Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on the date it is signed by all parties and shall continue in effect until the Licensor completes all tasks required herein pursuant to the project

work plan, including services during the two (2) year hosting term. The web-based Mississippi Vehicle Insurance Verification System (MSVIVS) system, as customized for the State of Mississippi, must be implemented; fully functional; accepted by MDPS, and all tasks (excluding hosting) required herein, including but not limited to development of required interfaces and training, completed on or before July 1, 2016 unless a change in this date is mutually agreed to in writing by the State and the Licensor. At the end of the two (2) year initial ASP services term, the ASP services may, upon the written agreement of the parties, be renewed under the same terms and conditions for two (2) one (1) year terms. One hundred and eighty (180) days prior to the expiration of the initial hosting term or any renewal hosting term of this Agreement, Licensor shall notify MDPS and ITS of the impending expiration and MDPS shall have sixty (60) days in which to notify Licensor of its intention to either renew or cancel the ASP services.

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

### **ARTICLE 3 SCOPE OF SERVICES**

**3.1** The Licensor agrees to provide to MDPS an ASP based Mississippi Vehicle Insurance Verification System (MSVIVS) system and Services and associated deliverables required to provide, host and maintain a web based application for MDPS as described in this Agreement. While the scope of work for this project is defined by the contract documents set forth herein in the article titled "Entire Agreement", a summary of such work is outlined in Article 3.5 below.

**3.2** The Licensor acknowledges that MDPS intends to be actively involved in the day-to-day progress of the project. The Licensor agrees to (a) obtain MDPS's approval of all tasks and the time schedule for completion of said tasks prior to commencing performance, if not already contained in the approved project work plan; (b) make available to the State project team members all project work papers and work-in-progress for review; (c) ensure that the Licensor Project Manager works closely together with the State Project Manager, (d) provide MDPS access to the host website; (e) meet with MDPS on a regular basis at a mutually agreeable time, and as otherwise requested by MDPS, to discuss the status of the project, and (f) if required by MDPS, submit written project status reports.

**3.3** The parties understand and agree that the project shall be structured with interim deliverables as set forth in the agreed upon project work plan so as to allow MDPS an opportunity to accept or reject the deliverables, including but not limited to, specifications, requirement definitions, process designs, data analyses, web layouts, screen layouts, and report layouts. The actual customizations shall not begin until after MDPS has communicated its conceptual approval of the results the Licensor plans to provide. MDPS shall have ten (10) business days to review interim materials, which review period can only be reduced by mutual agreement of the Licensor and MDPS.

**3.4** It is understood by the parties that the project work plan must be in place within fifteen (15) business days of execution of this Agreement and prior to any other work being performed. Once this mutually agreed upon project work plan, which will identify specific time frames and deliverable target dates for this project, has been developed, it will be incorporated into and made a part of this Agreement. The dates in the project work plan will define the agreed upon period of performance. The parties acknowledge that the project work plan will evolve and change from time to time upon the mutual written agreement of both parties. The parties agree

that the deliverables and schedule set forth in the latest version of the project work plan will take precedence over any prior plans.

**3.5** Licensor shall be responsible for the following:

- A.** Ensuring that all deliverables are complete and accepted by MDPS pursuant to the mutually agreed upon project work plan;
- B.** Ensuring that the host site complies with PriorityOne of the World Wide Web Consortium's (W3C's) Web Accessibility Initiative and guidelines in Section 508 of the Rehabilitation Act that are not covered in W3C Priority;
- C.** Ensuring that the site is accessible through MDPS' published universal resource locator ("URL") rather than through Licensor's site address;
- D.** Reviewing with MDPS the Content a minimum of once a quarter to ensure that the Content remains timely and accurate and reaching an agreement with MDPS as to reasonable timelines for implementing Content updates delivered to the Licensor that will be posted on the site;
- E.** Tracking date sensitive items to ensure timely updates;
- F.** All Content provided by the Licensee and collected by the Software shall remain the sole and exclusive property of the Licensee. Upon the termination or expiration of this Agreement, Licensor shall provide such Content in its possession to the Licensee pursuant to a mutually agreed upon release schedule;
- G.** Working with MDPS to achieve access rates that meet MDPS's needs;
- H.** Providing security for the host site that is agreeable to MDPS with Licensor responsible for all necessary equipment and software related to security;
- I.** Maintaining the accessibility of the site twenty-four (24) hours a day, seven (7) days a week at an uptime rate of 99% or greater, subject to the limitations set forth in this Agreement, including but not limited to, those in Article 4.4;
- J.** Completing daily backups of the site;
- K.** Notifying MDPS at least three (3) business days prior to any anticipated service interruption, with said notice containing a general description of the reason for the service interruption;
- L.** Proposing and adhering to a disaster recovery plan and providing access to such plan to the State, all at Licensor's expense;
- M.** Participating with MDPS in disaster recovery planning and testing based on a mutually agreed upon schedule;
- N.** Maintaining the confidentiality of the data entered;
- O.** Providing MDPS access to all of the technical information concerning operation of the site, including but not limited to, server specifications, Internet connection information, personnel requirements and software implementations;
- P.** Identifying any commercially available software, by vendor and version number, integrated into the Products and describing the particular functionality of any software that is proprietary to the Licensor;
- Q.** Maintaining the host site, with the cost for such support, maintenance, and hosting for years following the initial two (2) year period not increasing annually beyond five percent (5%) or the percent increase in the consumer price index for all Urban Consumers, US City Average (C.P.I.-U) for the preceding year, whichever is less;
- R.** Providing 24x7x365 support of the web site, including sub-domain support;
- S.** Providing redundant internet connections;
- T.** Providing Dual T1 or greater connectivity;

- U. Providing FTP and remote configuration access;
- V. Providing SSL secure server support;
- W. Providing monthly reports containing line utilization, site availability statistics, network usage, security user access reports and system performance data to MDPS;
- X. Maintaining sufficient bandwidth and server capacity to meet MDPS and Active Users' demand as it may fluctuate and increase during the term of this Agreement, and
- Y. Ensuring that upon termination or expiration of this Agreement that transition of the site from the Licensor to MDPS or to a successor host will be accomplished at no expense to MDPS, and with minimal interruption of the site's accessibility and insignificant changes in the site's appearance and functionality.

**3.6** In the event Licensor creates any revisions to or upgrades of the system, Licensor shall provide Licensee thirty (30) days written notification of such revision or upgrade, and shall, upon request of Licensee, furnish such revision or upgrade to Licensee free of charge as part of the ASP fees.

#### **ARTICLE 4 SCOPE OF LICENSE AND HOSTING SERVICES**

**4.1** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive and non-transferable license to access the Software over the Internet and to use it for Licensee's business operations and use it on the Licensor's host server for the initial term of the Agreement and any subsequent renewal hosting terms in accordance with, and subject to, the terms and conditions set forth in this Agreement. Licensee and Active Users are granted access to the Software, Products and Services twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year, subject to regularly scheduled maintenance and required repairs. The terms and conditions of this Agreement will apply to any Enhancements or additional Software Products Licensee may procure from Licensor.

**4.2** Licensor will provide Licensee storage space on and access to Licensor's Software via the Internet and provide Internet access to the Software to the Active Users through Licensor's site ("ASP Services").

**4.3** In connection with the ASP Services, Licensor will provide and maintain all Software and hardware, including, but not limited to, the server hardware and software, telecommunications hardware and software, security hardware and software and other software that is reasonably necessary to operate and maintain the Software.

**4.4** The Software will be accessible at least ninety nine percent (99%) of the time, twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of the ASP Services due to causes beyond the control of Licensor. In the event that MDPS or an Active User is unable to achieve the 99% application availability during any given month, excluding scheduled maintenance, required repairs, and unavailability due to causes beyond the control of Licensor, the Licensor shall reimburse MDPS twenty five percent (25%) of the monthly ASP hosting fees for each twenty-four (24) hour day during which there were any incidents of unavailability. Licensor shall maintain the server at a secured location with restricted access.

**4.5** Licensor shall provide the Licensee with its standard managed firewall service, which shall enable secure delivery of Licensor's application services using fully redundant hardware-based firewalls. Licensor's managed firewall service will be available twenty-four (24) hours a

day, seven (7) days a week.

**4.6** The use of the Software by Active Users will be governed solely by the terms and conditions of this Agreement.

**4.7** Licensor acknowledges that the Content is and shall remain the sole and exclusive property of Licensee. Further, Licensor acknowledges that the Content may contain valuable trade secrets of Licensee and Licensor agrees to maintain the confidentiality of the Content and shall not make the Content publicly available except as may be necessary in performing the ASP Services.

**4.8** Licensee acknowledges that the Software Products shall remain the exclusive property of Licensor. Licensee agrees that except as noted herein, it will not otherwise copy, translate, modify, adapt, decompile, disassemble or reverse engineer any of the Software without the prior written consent of Licensor.

#### **ARTICLE 5 DELIVERY; RISK OF LOSS, AND ACCEPTANCE**

**5.1** Licensor shall deliver, install, and make available the Software and Documentation to the Licensor's hosting environment, except as otherwise specified, and pursuant to the delivery schedule mutually agreed to by the parties.

**5.2** Licensor shall assume and bear the entire risk of loss and damage to the Products from any cause whatsoever while in transit and at all times throughout Licensor's possession thereof.

**5.3** MDPS shall have thirty (30) calendar days after the Available Date to evaluate and conduct the final acceptance testing of the Software to confirm that it performs without any defects and performs in accordance with the requirements of this Agreement. MDPS shall immediately thereafter notify Licensor of any defects in the Software, which must be corrected. Thereafter, Licensor shall have ten (10) business days in which to either repair or replace the defective Software unless both parties agree to extend this period, all at Licensor's expense. In the event Licensor is unable to repair or replace the Software within this ten (10) day period, MDPS may terminate this Agreement pursuant to the Termination Article herein.

#### **ARTICLE 6 CONSIDERATION AND METHOD OF PAYMENT**

**6.1** The total compensation to be paid to the Licensor by MDPS for all development, maintenance and ASP services, customizations, products, travel, performances and expenses under this Agreement shall not exceed the specified sum of **\$INSERT TOTAL COMPENSATION**, and shall be payable as set forth in the Payment Schedule attached hereto as Exhibit A once the system has been accepted and is in production and the special revenue fund established by the Mississippi Legislature contains a sufficient unencumbered fund balance to pay the Licensor.

**6.2** Licensor shall submit invoices with the appropriate documentation to MDPS monthly for any month in which ASP services and/or other Services are rendered. Licensor shall submit invoices and supporting documentation to MDPS electronically during the term of this Agreement using the processes and procedures identified by the State. MDPS agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by MDPS within forty-five (45) days of

receipt of the invoice. Licensor understands and agrees that MDPS is exempt from the payment of taxes. All payments shall be in United States currency. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Licensor's choice. No payment, including final payment, shall be construed as acceptance of defective products or incomplete work, and the Contractor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article herein titled "Entire Agreement."

**6.3** Acceptance by the Licensor of the last payment due from MDPS under this Agreement shall operate as a release of all claims for money against the State by the Licensor and any subcontractors or other persons supplying labor or materials used in the performance of the work under this Agreement.

## **ARTICLE 7 WARRANTY**

**7.1** Licensor represents and warrants that it has the right to license the Products provided under this Agreement.

**7.2** Licensor represents and warrants that the Products provided by Licensor shall meet or exceed the minimum specifications set forth in RFP No. 3781 and Licensor's Proposal, as accepted by the State, in response thereto.

**7.3** During the term of this Agreement, the Licensor represents and warrants that all deliverables shall be free from any defect, deficiency, faultiness, imperfection, inadequacy, incompleteness or other condition (collectively referred to herein as "Defect") which would render any such deliverable inoperable in any way or which would prevent full performance in accordance with this Agreement. This warranty includes, without limitation, correction of errors, design deficiencies, performance deficiencies, and incorrect or defective Documentation, including those found during acceptance testing, implementation, and the warranty period. Acceptance testing shall not in any way relieve the Licensor of its responsibilities to correct any Defect during the warranty period. The Licensor shall repair any Defect at no cost to the State within ten (10) business days of receiving notice of the Defect from the State, unless MDPS consents in writing to a longer period of repair time. In the event Licensor is unable to repair or replace the Software within the mutually agreed upon time frame after receipt of notice of the Defect, MDPS shall be entitled to a full refund of fees paid and shall have the right to terminate this Agreement in whole or in part as provided for in the Termination Article herein. Licensee's rights hereunder are in addition to any other rights Licensee may have.

**7.4** During the term of this Agreement, the Licensor represents and warrants that its Services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such Services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, Licensor shall perform the Services again, at no cost to the State, or if Licensor is unable to perform the Services as warranted, Licensor shall reimburse the State the fees paid to Licensor for the unsatisfactory Services.

**7.5** Licensor represents and warrants that neither the Software, nor Enhancements shall contain a disabling code, lockup program or device. Licensor further agrees that it will not, under

any circumstances including enforcement of a valid contract right, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Licensee's licensed use of the Software, or Enhancements and/or which would restrict Licensee from accessing its data files or in any way interfere with the transaction of Licensee's business. For any breach of this warranty, Licensor at its expense shall, within ten (10) business days after receipt of notification of the breach, deliver Products to Licensee that are free of such disabling code, lockup program or device.

**7.6** Licensor represents and warrants that neither the Software, nor Enhancements delivered to Licensee contain a computer virus. For purposes of this provision, a computer virus shall be defined as code intentionally inserted in the Software or Enhancements that will damage or destroy Licensee's applications or data. For any breach of this warranty, Licensor at its expense shall, within five (5) business days after receipt of notification of the breach, deliver Products to Licensee that are free of any virus, and shall be responsible for repairing, at Licensor's expense, any and all damage done by the virus to Licensee's site.

**7.7** The Licensor represents and warrants that, upon completion of the project, the Licensor, and all subcontractors, if any, shall convey to MDPS copies of all interim reports, cost records, data collection forms, and any working papers that support the final acceptance.

**7.8** Licensor represents and warrants that it has obtained all necessary rights to permit use of the graphics on the site and that the Licensor shall provide MDPS with evidentiary proof of graphic licenses and releases. Further, the Licensor represents and warrants that all Licensor-supplied graphics and content contains no scandalous or libelous material.

**7.9** The Licensor represents and warrants that the deliverables provided to MDPS under this Agreement, and their use by Active Users, will not infringe or constitute an infringement of any copyright, patent, trademark, servicemark, trade secret or other proprietary right of any person or entity. Licensee agrees that it will promptly notify Licensor in writing of any such claim or action of which it has knowledge, and that it will cooperate fully in the defense and investigation of the claim by supplying Licensor all relevant information currently available and in its possession, all at Licensor's expense. Licensor shall, to the extent authorized by Mississippi law, have sole control over the defense or settlement of any such claim or action. Licensor, at its own expense, shall defend or settle any and all infringement actions filed against Licensor or the State which involve the deliverables or other items provided under this Agreement and shall pay all settlements, as well as all costs, attorney fees, damages and judgment finally awarded against the State. If, in any such suit arising from such claim, the continued use of the items for the purpose intended is enjoined or threatened to be enjoined by any court of competent jurisdiction, Licensor shall, at its expense: (a) procure for the State the right to continue using such items, or (b) modify or replace them with non-infringing items with equivalent functionality, or, to the extent (a) or (b) cannot be done despite Licensor's commercially reasonable efforts, (c) refund to the State the fees previously paid by the State for the infringing Products. Said refund shall be paid within ten (10) business days of notice to the State to discontinue said use. In addition to the foregoing, the Licensor shall indemnify the State in accordance with the provisions of Article 18 herein.

**7.10** Licensor represents and warrants that the host site provided by the Licensor shall be reasonably expandable and scalable so MDPS can add and support additional business functions and users over time. It is understood and agreed that any standard revisions,

enhancements, improvements, and upgrades to the licensed Software and host site equipment during the term of this Agreement, including operating system, database management system, and other software, shall be provided by Licensor to MDPS at no additional cost to MDPS.

**7.11** Licensor represents and warrants that it presently has and will continue to maintain, at its own expense, throughout the term of this Agreement, valid licenses for all software, trademarks, service marks, patents and copyrighted material and any other proprietary information of a third party that it will deploy in support of all products Licensor uses in the performance of this Agreement.

**7.12** If applicable under the given circumstances, Licensor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Licensor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security where required, to provide a copy of each such verification to the State. Licensor 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. Licensor understands and agrees that any breach of these warranties may subject Licensor 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 Licensor 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, Licensor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

**7.13** Licensor represents and warrants that the system provided pursuant to this Agreement will pass both internal security audits and independent security audits. For any breach of the preceding warranty at any time during which the system is covered by warranty and/or software support, Licensor shall, at its own expense and at no cost to Licensee, remediate any defect, anomaly or security vulnerability in the system by repairing and/or replacing any and all components of the system necessary in order for the system to be secure.

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

**7.15** The Licensor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Licensor, terminate the right of the Licensor to proceed under this Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Licensor to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Licensor as it would pursue in the event of a breach of contract by the Licensor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

#### **ARTICLE 8 EMPLOYMENT STATUS**

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

**8.2** Licensor represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of Licensee.

**8.3** Any person assigned by Licensor to perform the Services hereunder shall be the employee of Licensor, who shall have the sole right to hire and discharge its employee. Licensee may, however, direct Licensor to replace any of its employees under this Agreement.

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

#### **ARTICLE 9 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS**

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

#### **ARTICLE 10 MODIFICATION OR RENEGOTIATION**

This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make

changes in this Agreement necessary.

#### **ARTICLE 11 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS**

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

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

**11.3** Licensor must obtain the written approval of MDPS before subcontracting any portion of this Agreement. No such approval by MDPS of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of MDPS in addition to the total fixed price agreed upon in this Agreement. All subcontracts shall incorporate the terms of this Agreement and shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDPS may deem necessary.

**11.4** Licensor represents and warrants that any subcontract agreement Licensor 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 Licensee, and that the subcontractor acknowledges that no privity of contract exists between the Licensee and the subcontractor and that the Licensor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Licensor. The Licensor 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 Licensor's failure to pay any and all amounts due by Licensor to any subcontractor, third party licensor, materialman, laborer or the like.

**11.5** All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between the Licensor and the Licensee, where such dispute affects the subcontract.

#### **ARTICLE 12 AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDPS to proceed under this Agreement is conditioned upon the availability of funds in the account established by the Mississippi State Legislature. If the funds anticipated for the fulfillment of this Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to MDPS for the payments or performance due under this Agreement, MDPS shall have the right to immediately terminate this Agreement, in whole or in part, without damage, penalty, cost or expense to MDPS of any kind whatsoever, except for payment for work completed by Licensor and accepted by MDPS prior to termination. The effective date of termination shall be as specified in the notice of termination. MDPS shall have the sole right to determine whether funds are available for the

payments or performances due under this Agreement.

### **ARTICLE 13 TERMINATION**

**13.1** Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, as follows: (a) upon the mutual, written agreement of the parties; (b) If either party fails to comply with the terms of this Agreement, the non-defaulting party may terminate the Agreement upon the giving of thirty (30) calendar days written notice unless the breach is cured within said thirty (30) day period; (c) MDPS may terminate the Agreement in whole or in part without the assessment of any penalties upon ten (10) calendar days written notice to Licensor if Licensor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, or (d) MDPS may terminate this Agreement in whole or in part for any reason without the assessment of any penalties after giving thirty (30) calendar days written notice specifying the effective date thereof to Licensor. The provisions of this Article 13 do not limit either party's right to pursue any other remedy available at law or in equity.

**13.2** In the event MDPS terminates this Agreement, Licensor shall receive just and equitable compensation for Services rendered by Licensor and accepted by MDPS prior to the termination. Further, upon termination of this Agreement, Licensor shall refund any and all applicable unexpended prorated annual ASP fees previously paid by Licensee.

### **ARTICLE 14 GOVERNING LAW**

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Licensor expressly agrees that under no circumstances shall the State be obligated to pay an attorney's fee, prejudgment interest or the cost of legal action to Licensor. Further, nothing in this Agreement shall affect any statutory rights the parties may have that cannot be waived or limited by contract.

### **ARTICLE 15 WAIVER**

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by either party, 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 that party.

### **ARTICLE 16 SEVERABILITY**

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

### **ARTICLE 17 CAPTIONS**

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

### **ARTICLE 18 HOLD HARMLESS**

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

#### **ARTICLE 19 THIRD PARTY ACTION NOTIFICATION**

Licensor shall notify MDPS in writing within five (5) business days of Licensor 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 Licensor or MDPS by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Licensor's performance under this Agreement. Failure of the Licensor to provide such written notice to MDPS shall be considered a material breach of this Agreement and MDPS 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 20 AUTHORITY TO CONTRACT**

Licensor warrants that it is a validly organized business with valid authority to enter into this Agreement; that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

#### **ARTICLE 21 NOTICE**

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Mississippi Department of Public Safety's address for notice is: Mr. Clay Johnston, MIS Director, Mississippi Department of Public Safety, 1900 Woodrow Wilson, Jackson, Mississippi 39216. The Licensor's address for notice is: **INSERT VENDOR NOTICE INFORMATION**. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

#### **ARTICLE 22 RECORD RETENTION AND ACCESS TO RECORDS**

Licensor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Licensee, ITS, any state or federal agency authorized to audit Licensee, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Licensor's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Licensor's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Licensor for three (3) years from the date of receipt of final payment under this Agreement.

However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

#### **ARTICLE 23 INSURANCE**

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

#### **ARTICLE 24 DISPUTES**

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

#### **ARTICLE 25 COMPLIANCE WITH LAWS**

**25.1** Licensor shall comply with, and all activities under this Agreement shall be subject to, all Licensee policies and procedures which Licensor has received copies of, and all applicable federal, state, and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Licensor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability. Further, if applicable, Licensor shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein.

**25.2** Licensor represents and warrants that it will comply with the state's data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Licensor represents and warrants that it will comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act").

#### **ARTICLE 26 CONFLICT OF INTEREST**

Licensor shall notify MDPS of any potential conflict of interest resulting from the provision of services to other customers. If such conflict cannot be resolved to MDPS's satisfaction, MDPS reserves the right to terminate this Agreement.

#### **ARTICLE 27 SOVEREIGN IMMUNITY**

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

#### **ARTICLE 28 CONFIDENTIAL INFORMATION**

**28.1** Licensor shall treat all Licensee data and information to which it has access by its

performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Licensee. In the event that Licensor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a validly issued judicial order requiring divulgence of such information, Licensor shall promptly inform Licensee and thereafter respond in conformity with such court order to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon the Licensor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Agreement on behalf of, or under the rights of the Licensor following any termination or completion of this Agreement.

**28.2** With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Licensor. ITS will provide third party notice to Licensor of any requests received by ITS for any such confidential exhibits so as to allow Licensor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

**28.3** The parties understand and agree that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed confidential information.

#### **ARTICLE 29 EFFECT OF SIGNATURE**

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

#### **ARTICLE 30 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS**

**All Content collected by the Software shall be the property of Licensee. Licensor may use the Content only in the performance of this Agreement, unless otherwise agreed upon between the parties. Licensee acknowledges that the Products shall remain the exclusive property of Licensor and are excluded from this Article.**

#### **ARTICLE 31 NON-SOLICITATION OF EMPLOYEES**

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

#### **ARTICLE 32 ENTIRE AGREEMENT**

**32.1** This contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto, including

all terms of any “shrink-wrap”, “click-wrap” or “browse-wrap” license of the Software. The RFP No. 3781, and Licensor’s Proposal, as accepted by the State, in response thereto are hereby incorporated into and made a part of this Agreement.

**32.2** The contract made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

- A. This Agreement signed by the parties hereto;
- B. Any exhibits attached to this Agreement;
- C. RFP No. 3781 and written addenda, and
- D. Licensor’s Proposal, as accepted by the State, in response to RFP No. 3781.

**32.3** The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Licensor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document (“A. This Agreement”) and the lowest document is listed last (“D. Licensor’s Proposal”).

### **ARTICLE 33 STATE PROPERTY**

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

### **ARTICLE 34 SURVIVAL**

Articles 7, 14, 18, 22, 27, 28, 30, 31, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

### **ARTICLE 35 DEBARMENT AND SUSPENSION CERTIFICATION**

Licensor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

### **ARTICLE 36 SPECIAL TERMS AND CONDITIONS**

It is understood and agreed by the parties to this Agreement that there are no special terms and conditions except as specifically provided in this Agreement.

### **ARTICLE 37 STATUTORY AUTHORITY**

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

### **ARTICLE 38 COMPLIANCE WITH ENTERPRISE SECURITY POLICY**

Licensor and Licensee understand and agree that all products and services provided by Licensor under this Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Licensor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

### **ARTICLE 39 SOFTWARE SUPPORT AND MAINTENANCE**

**39.1** As part of the Software support and maintenance services, Licensor will maintain the Products in an operable condition according to the specifications contained in the technical manuals and as outlined in RFP No. 3781 and the Licensor's Proposal in response thereto. Licensor shall provide Licensee with Enhancements to the Software as they are made generally available from time to time. Notwithstanding any other provisions of this Agreement, Licensor shall provide support only with respect to the then-current generally available version of the Software.

**39.2** Licensor shall also provide unlimited email and toll-free telephone technical support in the operation of the Software Products twenty-four (24) hours a day, seven (7) days a week. Licensor shall respond by telephone within one (1) hour to requests for support services. Licensee shall be given priority placement in the support queue for all system locking situations or problems claimed by Licensee to be a mission critical process. Upon receipt of Licensee's call, Licensor will (a) create an error report, (b) assign a severity level and (c) attempt to resolve the Software problem in accordance with the procedures and processes for problem resolution detailed below. It is understood by the parties that the Licensee and Licensor must mutually agree on whether an error is classified as a Severity Level 1, 2, or 3 error.

**39.3** Severity Level 1 implies that the Software is not functioning. Some examples of Severity Level 1 Software problems are as follows: (a) Software is down and will not restart; (b) Software is not able to communicate with external systems; and (c) Software is generating a data corruption condition. Licensor shall resolve Severity Level 1 Software Errors within one (1) business day, or within a mutually agreed upon time frame. When a Severity Level 1 Software

Error is reported, Licensor will assign resources necessary to correct the Software Error. If access to the Software is required, Licensee will provide a contact available to Licensor and access to Licensee's system and other software for the duration of the error correction procedures.

**39.4** Severity Level 2 implies that (a) an essential function does not work as documented, or (b) testing and usage can continue but the task cannot be completed, and no workarounds exist. Licensor shall assign at least one (1) dedicated person to the problem and shall resolve Severity Level 2 Software Errors within two (2) business days, or within a mutually agreed upon time frame.

**39.5** Severity Level 3 implies a Software Error such that implementations of function do not match specification and/or technical Documentation, and a workaround may exist. Licensor shall resolve Severity Level 3 Software Errors within ten (10) business days, or within a mutually agreed upon time frame.

#### **ARTICLE 40 FORCE MAJEURE**

Each party 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 or terrorism, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"). When such a cause arises, the Licensor shall notify the Licensee immediately in writing of the cause of its inability to perform; how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate this Agreement.

#### **ARTICLE 41 TRANSPARENCY**

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

#### **ARTICLE 42 CHANGE ORDER RATE AND PROCEDURE**

**42.1** It is understood that the State may, at any time by a written order, make changes in the scope of the project. No changes in scope are to be conducted or performed by the Licensor except by the express written approval of the State. The Licensor shall be obligated to perform all changes requested by the Licensee, which have no price or schedule effect.

**42.2** The Licensor shall have no obligation to proceed with any change that has a price or schedule effect until the parties have mutually agreed in writing thereto. Neither the State nor the Licensor shall be obligated to execute such a change order; and if no such change order is executed, the Licensor shall not be obliged or authorized to perform services beyond the scope of this Agreement and the contract documents. All executed change orders shall be incorporated into previously defined deliverables.

**42.3** With respect to any change orders issued in accordance with this Article, the Licensor shall be compensated for work performed under a change order according to the hourly change order rate of \$**INSERT CHANGE ORDER RATE** per hour. If there is a service that is not defined in the change order rate, the Licensor and the State will negotiate the rate. The Licensor agrees that this change order rate shall be a “fully loaded” rate, that is, it includes the cost of all materials, travel expenses, per diem, and all other expenses and incidentals incurred by the Licensor in the performance of the change order. The Licensor shall invoice the Licensee upon acceptance by the Licensee of all work documented in the change order, and the Licensee shall pay invoice amounts on the terms set forth in this Agreement.

**42.4** Upon agreement of the parties to enter into a change order, the parties will execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to implement the work contemplated therein. The price of the work to be performed under any change order will be determined based upon the change order rate; however, the change order will be issued for a total fixed dollar amount and may not be exceeded regardless of the number of hours actually expended by the Licensor to complete the work required by that change order. The project work plan will be revised as necessary.

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

**42.6** In the event the Licensor and the State enter into a change order which increases or decreases the time required for the performance of any part of the work under this Agreement, the Licensor shall submit to the Licensee a revised version of the project work plan, clearly indicating all changes, at least five (5) working days prior to implementing any such changes.

**42.7** The Licensee shall promptly review all revised project work plans submitted under this Agreement, and shall notify the Licensor of its approval or disapproval, in whole or in part, of the proposed revisions, stating with particularity all grounds for any disapproval, within ten (10) working days of receiving the revisions from the Licensor. If the Licensee fails to respond in such time period or any extension thereof, the Licensee shall be deemed to have approved the revised project work plan.

#### **ARTICLE 43 PERSONNEL ASSIGNMENT GUARANTEE**

Licensor guarantees that the personnel assigned to this project will remain a part of the project throughout the duration of the Agreement as long as the personnel are employed by the Licensor and are not replaced by Licensor pursuant to the third paragraph of the Article herein titled “Employment Status”. Licensor further agrees that the assigned personnel will function in the capacity for which their services were acquired throughout the life of the Agreement, and

any failure by Licensor to so provide these persons shall entitle the State to terminate this Agreement for cause. Licensor agrees to pay the MDPS fifty percent (50%) of the total contract amount if any of the assigned personnel is removed from the project prior to the ending date of the contract for reasons other than departure from Licensor's employment or replacement by Licensor pursuant to the third paragraph of the Article herein titled "Employment Status". Subject to the State's written approval, the Licensor may substitute qualified persons in the event of the separation of the incumbents therein from employment with Licensor or for other compelling reasons that are acceptable to the State, and in such event, will be expected to assign additional staff to provide technical support to MDPS within thirty calendar days or within such other mutually agreed upon period of time, or the MDPS may, in its sole discretion, terminate this Agreement immediately without the necessity of providing thirty (30) days' notice. The replacement personnel shall have equal or greater ability, experience and qualifications than the departing personnel, and shall be subject to the prior written approval of the MDPS. The Licensor shall not permanently divert any staff member from meeting work schedules developed and approved under this Agreement unless approved in writing by the MDPS. In the event of Licensor personnel loss or redirection, the services performed by the Licensor shall be uninterrupted and the Licensor shall report in required status reports its efforts and progress in finding replacements and the effect of the absence of those personnel.

#### **ARTICLE 44 LIQUIDATED DAMAGES**

It is agreed by the parties hereto that time is of the essence, and that in the event of a delay in the satisfactory completion and acceptance of the services provided for herein, damage shall be sustained by MDPS. In the event of a delay as described herein, Licensor shall pay MDPS, within five (5) calendar days from the date of receipt of notice, fixed and liquidated damages of \$1,000.00 per day for each calendar day of delay caused by Licensor. MDPS may offset amounts due it as liquidated damages against any monies due Licensor under this Agreement. MDPS will notify Licensor in writing of any claim for liquidated damages pursuant hereto on or before the date MDPS deducts such sums from money payable to Licensor. Any liquidated damages assessed are in addition to and not in limitation of any other rights or remedies of MDPS.

#### **ARTICLE 45 PERFORMANCE BOND**

As a condition precedent to the formation of this Agreement, the Licensor must provide a performance bond as herein described. To secure the Licensor's performance, the Licensor shall procure, submit to the State with this executed Agreement, and maintain in effect at all times during the course of this Agreement, a performance bond in the amount of \$250,000.00. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the performance bond, and shall identify a contact person to be notified in the event the State is required to take action against the bond. The term of the performance bond shall be concurrent with the term of this Agreement, with the exception of post-warranty maintenance and support, and shall not be released to Licensor 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 Seller's performance and performance of the products/services delivered and determine that the Seller's performance bond may be reduced or released prior to expiration of the full warranty period. The performance bond shall be procured at Licensor's expense and be payable to the MDPS. The cost of the bond may be invoiced to the MDPS after project initiation

only if itemized in the Licensor's cost proposal and in the attached Exhibit A. Prior to approval of the performance bond, the State reserves the right to review the bond and require Licensor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by Licensor. The bond must specifically refer to this Agreement and shall bind the surety to all of the terms and conditions of this Agreement. If the Agreement is terminated due to Licensor's failure to comply with the terms thereof, MDPS may claim against the performance bond.

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

**State of Mississippi, Department of  
Information Technology Services, on  
behalf of Mississippi Department of Public  
Safety**

**INSERT VENDOR NAME**

By: \_\_\_\_\_  
**Authorized Signature**

By: \_\_\_\_\_  
**Authorized Signature**

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

**Printed Name:** \_\_\_\_\_

**Title: Executive Director**

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT A  
PAYMENT SCHEDULE**

**EXHIBIT B**  
**SENATE BILL 2631 REGULAR SESSION 2012**

MISSISSIPPI LEGISLATURE

REGULAR SESSION 2012

By: Senator(s) Clarke

To: Insurance;  
Appropriations

SENATE BILL NO. 2631  
(As Sent to Governor)

1 AN ACT TO CREATE THE PUBLIC SAFETY VERIFICATION AND  
2 ENFORCEMENT ACT; TO REQUIRE THE DEPARTMENT OF PUBLIC SAFETY, IN  
3 COOPERATION WITH THE COMMISSIONER OF INSURANCE AND THE DEPARTMENT  
4 OF REVENUE, TO CREATE AN ACCESSIBLE COMMON CARRIER-BASED MOTOR  
5 VEHICLE INSURANCE VERIFICATION SYSTEM; TO PROVIDE FOR LAW  
6 ENFORCEMENT USE OF THE SYSTEM; TO ALLOW INSURERS TO PROVIDE  
7 CERTAIN INFORMATION TO BE USED IN THE SYSTEM; TO REQUIRE THE  
8 DEPARTMENT OF PUBLIC SAFETY AND THE DEPARTMENT OF REVENUE TO  
9 ADMINISTER AND ENFORCE THE PROVISIONS OF THIS ACT AND REQUIRE THE  
10 DEPARTMENTS TO MAKE RULES NECESSARY FOR THE ADMINISTRATION OF THE  
11 MOTOR VEHICLE INSURANCE VERIFICATION SYSTEM CREATED UNDER THIS  
12 ACT; TO REQUIRE COMPLIANCE WITH THE MOTOR VEHICLE  
13 SAFETY-RESPONSIBILITY LAW BEFORE RECEIVING A MOTOR VEHICLE  
14 REGISTRATION; TO REQUIRE THE OWNER OF THE MOTOR VEHICLE TO  
15 MAINTAIN CONTINUOUS COVERAGE THROUGHOUT THE LICENSE PERIOD; TO  
16 REQUIRE THE COMMISSIONER OF PUBLIC SAFETY, THE COMMISSIONER OF  
17 REVENUE OR A COURT OF PROPER JURISDICTION TO SUSPEND THE DRIVING  
18 PRIVILEGES AND/OR REGISTRATION IF A MOTOR VEHICLE OWNER FAILS TO  
19 HAVE THE REQUIRED MOTOR VEHICLE LIABILITY INSURANCE; TO REQUIRE  
20 THE COMMISSIONER OF PUBLIC SAFETY, THE COMMISSIONER OF REVENUE OR  
21 A COURT OF PROPER JURISDICTION TO IMPOSE CIVIL PENALTIES BECAUSE  
22 OF SUCH FAILURE; TO PROVIDE THE REQUIREMENTS FOR REINSTATEMENT OF  
23 A SUSPENDED LICENSE OR REGISTRATION; TO PROVIDE THAT MONIES FROM  
24 THE CIVIL PENALTIES SHALL BE DEPOSITED INTO A SPECIAL FUND IN THE  
25 STATE TREASURY TO BE KNOWN AS THE UNINSURED MOTORIST  
26 IDENTIFICATION FUND; TO PROVIDE THAT CERTAIN MONIES FROM THE CIVIL  
27 PENALTIES SHALL BE DEPOSITED INTO A MUNICIPALITY OR COUNTY'S  
28 GENERAL FUND; TO PROVIDE THAT MONIES DEPOSITED IN THE SPECIAL FUND  
29 MAY BE USED BY THE DEPARTMENT OF PUBLIC SAFETY AND DEPARTMENT OF  
30 REVENUE, UPON APPROPRIATION BY THE LEGISLATURE, FOR THE PURPOSE OF  
31 DEFRAYING EXPENSES AND COSTS FOR THE MOTOR VEHICLE INSURANCE  
32 VERIFICATION SYSTEM; TO PROVIDE THAT MONIES IN THE SPECIAL FUND IN  
33 EXCESS OF THE AMOUNT NEEDED TO DEFRAY THE EXPENSES AND COSTS OF  
34 THE VERIFICATION SYSTEM REMAINING IN THE FUND AT THE END OF A  
35 FISCAL YEAR SHALL BE TRANSFERRED TO THE MOTOR VEHICLE AD VALOREM  
36 TAX REDUCTION FUND AND THE MISSISSIPPI TRAUMA CARE SYSTEMS FUND;  
37 TO AMEND SECTION 63-15-4, MISSISSIPPI CODE OF 1972, IN CONFORMITY  
38 THERETO; AND FOR RELATED PURPOSES.

39 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

40 **SECTION 1.** Sections 1 through 7 of this act shall be known  
41 as the "Public Safety Verification and Enforcement Act."



42           SECTION 2. (1) The Department of Public Safety, hereinafter  
43 referred to in this section as "department," in cooperation with  
44 the Commissioner of Insurance and the Department of Revenue, shall  
45 establish an accessible common carrier-based motor vehicle  
46 insurance verification system to verify the compliance of a motor  
47 vehicle owner or operator with motor vehicle liability policy  
48 requirements under the Mississippi Motor Vehicle  
49 Safety-Responsibility Law.

50           (2) The department in cooperation with the Department of  
51 Revenue may contract with a private vendor or vendors to establish  
52 and maintain the system.

53           (3) The system must:

54           (a) Send requests to insurers for verification of motor  
55 vehicle liability insurance using electronic services established  
56 by the insurers through the Internet, World Wide Web, or a similar  
57 proprietary or common carrier electronic system in compliance with  
58 the specifications and standards of the Insurance Industry  
59 Committee on Motor Vehicle Administration and other applicable  
60 industry standards;

61           (b) Include appropriate provisions to secure its data  
62 against unauthorized access and to maintain a record of all  
63 requests and responses;

64           (c) Be accessible, without fee, to authorized personnel  
65 of the department, the Department of Revenue, the courts, law  
66 enforcement personnel, county tax collectors, and other entities  
67 authorized by the department or the Department of Revenue under  
68 the provisions of Section 4 of this act;

69           (d) Be able to interface with existing department and  
70 Department of Revenue systems;

71           (e) Be able to be accessed by authorized users via a  
72 secure web browser;

73           (f) Receive insurance data file transfers from insurers  
74 under specifications and standards set forth in paragraph (a) of



75 this subsection to identify motor vehicles that are not covered by  
76 an insurance policy;

77 (g) Provide a means by which low-volume insurers that  
78 are unable to deploy an online interface with the system can  
79 report insurance policy data to the department, the Department of  
80 Revenue or their designee for inclusion in the system;

81 (h) Provide a means to track separately or distinguish  
82 motor vehicles that are subject to a certificate of insurance  
83 under Section 63-15-39 or 63-15-41, a certificate of  
84 self-insurance under Section 63-15-53, a bond under Section  
85 63-15-49, or a certificate of deposit of money or securities under  
86 Section 63-15-51;

87 (i) Distinguish motor vehicles that are exempt from the  
88 provisions of Sections 1 through 7 of this act;

89 (j) Be available twenty-four (24) hours a day, seven  
90 (7) days a week, subject to reasonable allowances for scheduled  
91 maintenance or temporary system failures, to verify the insurance  
92 status of any motor vehicle in a manner prescribed by the  
93 department or the Department of Revenue; and

94 (k) Be installed and operational not later than July 1,  
95 2013, following an appropriate testing period of not less than six  
96 (6) months.

97 (4) Every insurer shall cooperate with the department and  
98 the Department of Revenue in establishing and maintaining the  
99 system and shall provide access to motor vehicle liability policy  
100 status information to verify liability coverage for:

101 (a) A motor vehicle insured by that company that is  
102 registered in this state; and

103 (b) If available, a motor vehicle that is insured by  
104 that company or that is operated in this state regardless of where  
105 the motor vehicle is registered.

106 **SECTION 3.** (1) A law enforcement officer or authorized  
107 employee of a law enforcement agency may, during the course of a



108 traffic stop or accident investigation, access the verification  
109 system established under Section 2 of this act to verify whether a  
110 motor vehicle is covered by a valid motor vehicle liability policy  
111 in at least the minimum amounts required under Section 63-15-3(j).

112 (2) The response received from the system supersedes an  
113 insurance card produced by a motor vehicle owner or operator, and  
114 notwithstanding the display of an insurance card by the owner or  
115 operator, the law enforcement officer may issue a complaint and  
116 notice to appear to the owner or operator for a violation of the  
117 Mississippi Motor Vehicle Safety-Responsibility Law.

118 (3) Except upon reasonable cause to believe that a driver  
119 has violated another traffic regulation or that the driver's motor  
120 vehicle is unsafe or not equipped as required by law, a law  
121 enforcement officer may not use the verification system to stop a  
122 driver for operating a motor vehicle in violation of this act.

123 SECTION 4. (1) The Department of Public Safety, hereinafter  
124 referred to in this section as "department," and the Department of  
125 Revenue shall administer and enforce the provisions of Sections 1  
126 through 7 of this act, as applicable, and shall make rules,  
127 jointly or separately, necessary for the administration of the  
128 motor vehicle insurance verification system created under Section  
129 2 of this act.

130 (2) The rules must:

131 (a) Establish standards and procedures for accessing  
132 the system by authorized personnel of the department, the  
133 Department of Revenue, the courts, law enforcement personnel, tax  
134 collectors of each county and any other entities authorized by the  
135 department or the Department of Revenue that are consistent with  
136 specifications and standards of the Insurance Industry Committee  
137 on Motor Vehicle Administration and other applicable industry  
138 standards;



139 (b) Provide for the suspension of a vehicle  
140 registration and/or a driver's license when required by Sections 1  
141 through 7 of this act;

142 (c) Prohibit the reinstatement of a vehicle  
143 registration or driver's license unless the applicable fines have  
144 been paid; and

145 (d) Provide for periodic insurance data file transfers  
146 from insurers to identify motor vehicles that are not covered by  
147 an insurance policy and to monitor ongoing compliance with  
148 mandatory motor vehicle liability insurance requirements.

149 (3) The department and/or the Department of Revenue may  
150 adopt additional rules to:

151 (a) Assist authorized users in interpreting responses  
152 received from the motor vehicle insurance verification system and  
153 determining the appropriate action to be taken as a result of a  
154 response; and

155 (b) Otherwise clarify system operations and business  
156 rules.

157 **SECTION 5.** Every owner of a motor vehicle in this state  
158 shall comply with the motor vehicle liability insurance coverage  
159 in at least the minimum amounts required under Section 63-15-3(j)  
160 before that owner may receive a registration for a motor vehicle  
161 or renew a registration. The owner must also maintain continuous  
162 coverage in at least the minimum amounts required under Section  
163 63-15-3(j) throughout the registration period. The verification  
164 system shall be used at registration to determine compliance with  
165 this section and the response received from the system supersedes  
166 an insurance card produced by a motor vehicle owner or operator,  
167 and notwithstanding the display of an insurance card by the owner  
168 or operator, the owner shall be denied a registration for a motor  
169 vehicle or renewal of a registration based on the verification  
170 system's response of noncompliance. The Department of Revenue  
171 must make the verification system available to the tax collector



172 through its title/registration network system. If the owner is  
173 applying for the initial registration of a motor vehicle, then the  
174 owner may be granted a registration notwithstanding the response  
175 received from the verification system.

176 SECTION 6. (1) Sections 1 through 7 of this act shall not  
177 apply to any motor vehicle that:

178 (a) Has commercial auto coverage;

179 (b) Is qualified for a fleet registration;

180 (c) Is part of a self-insured corporate or individual  
181 fleet registered under Section 27-19-66, or self-insured under  
182 Section 63-15-53;

183 (d) Is included in an insurance binder that has not  
184 been entered into the system at the time the verification system  
185 is accessed;

186 (e) Is exempted from the proof of insurance requirement  
187 under Section 63-15-4(1); or

188 (f) Has a gross vehicle weight of sixteen thousand  
189 (16,000) pounds or greater.

190 (2) For the purposes of Sections 1 through 7 of this act,  
191 "commercial auto coverage" is defined as any coverage provided to  
192 an insured, regardless of number of vehicles or entity covered,  
193 under a commercial coverage form and rated from a commercial  
194 manual approved by the Department of Insurance. Sections 1  
195 through 7 of this act shall not apply to vehicles insured under  
196 commercial auto coverage; however, insurers of such vehicles may  
197 participate on a voluntary basis.

198 SECTION 7. (1) If the owner of a motor vehicle being  
199 operated on the public roads, streets or highways of the State of  
200 Mississippi or registered in the State of Mississippi fails to  
201 have motor vehicle liability insurance in at least the minimum  
202 amounts required under Section 63-15-3(j), the Commissioner of  
203 Public Safety, the Commissioner of Revenue or a court of proper  
204 jurisdiction shall suspend the vehicle registration and/or the



205 owner's or the operator's driving privilege and shall impose a  
206 civil penalty in an amount of Three Hundred Dollars (\$300.00) upon  
207 a first conviction, in an amount of Four Hundred Dollars (\$400.00)  
208 upon a second conviction and in an amount of Five Hundred Dollars  
209 (\$500.00) upon a third or subsequent conviction. If suspended,  
210 the registration or driving privilege shall not be reinstated  
211 until the owner has motor vehicle liability insurance in at least  
212 the minimum amounts required under Section 63-15-3(j) and has paid  
213 the civil penalties imposed. Any person shall have the right to  
214 appeal any suspension or civil penalty under this section in a  
215 court of proper jurisdiction. If the matter is appealed and a  
216 violation is found, then the court shall not reduce, suspend or  
217 suspend the execution of any penalty imposed under the provisions  
218 of this subsection, in whole or in part. It shall be the duty of  
219 the county prosecuting attorney, an attorney employed under the  
220 provisions of Section 19-3-49, or in the event there is no such  
221 prosecuting attorney for the county, the duty of the district  
222 attorney to represent the state in any appeal held under this  
223 subsection. Civil penalties collected under this subsection shall  
224 be deposited into the special fund created under subsection (2) of  
225 this section. However, if the appeal of such civil penalty would  
226 be under the proper jurisdiction of a municipal court, One Hundred  
227 Dollars (\$100.00) of the funds from such civil penalty shall be  
228 deposited in the general fund of that municipality. If the appeal  
229 of such civil penalty would be under the proper jurisdiction of  
230 any of the courts of a county, One Hundred Dollars (\$100.00) of  
231 the funds from such civil penalty shall be deposited in the  
232 general fund of that county. A person convicted of a civil  
233 violation under this subsection (1) shall not be convicted of a  
234 criminal offense under Section 63-15-4(4) arising from the same  
235 incident.

236 (2) (a) There is created in the State Treasury a special  
237 fund to be designated as the "Uninsured Motorist Identification



238 Fund." The fund shall consist of monies deposited therein as  
239 provided under subsection (1) of this section and monies from any  
240 other source designated for deposit into such fund. Unexpended  
241 amounts remaining in the fund at the end of a fiscal year shall  
242 not lapse into the State General Fund, and any interest earned or  
243 investment earnings on amounts in the fund shall be deposited to  
244 the credit of the fund; however, one-half (1/2) of any monies in  
245 excess of the amount needed to defray the expenses and costs of  
246 the verification system created under Section 2 of this act  
247 remaining in the fund at the end of a fiscal year shall be  
248 transferred to the Motor Vehicle Ad Valorem Tax Reduction Fund  
249 created under Section 27-51-105, and one-half (1/2) of any monies  
250 in excess of the amount needed to defray the expenses and costs of  
251 the verification system created under Section 2 of this act  
252 remaining in the fund at the end of a fiscal year shall be  
253 transferred to the Mississippi Trauma Care Systems Fund created  
254 under Section 41-59-75.

255 (b) Monies in the special fund may be used by the  
256 Department of Public Safety and the Department of Revenue, upon  
257 appropriation by the Legislature, only for the purpose of  
258 defraying expenses and costs for the motor vehicle insurance  
259 verification system created under Section 2 of this act. Monies  
260 in the fund used for the purposes described in this paragraph (b)  
261 shall be in addition to other funds available from any other  
262 source for such purposes.

263 **SECTION 8.** Section 63-15-4, Mississippi Code of 1972, is  
264 amended as follows:

265 63-15-4. (1) The following vehicles are exempted from the  
266 requirements of this section:

- 267 (a) Motor vehicles exempted by Section 63-15-5;  
268 (b) Motor vehicles for which a bond or a certificate of  
269 deposit of money or securities in at least the minimum amounts



270 required for proof of financial responsibility is on file with the  
271 department;

272 (c) Motor vehicles that are self-insured under Section  
273 63-15-53; and

274 (d) Implements of husbandry.

275 (2) (a) Every motor vehicle operated in this state shall  
276 have an insurance card maintained in the motor vehicle as proof of  
277 liability insurance that is in compliance with the liability  
278 limits required by Section 63-15-3(j). The insured parties shall  
279 be responsible for maintaining the insurance card in each motor  
280 vehicle.

281 (b) An insurance company issuing a policy of motor  
282 vehicle liability insurance as required by this section shall  
283 furnish to the insured an insurance card for each motor vehicle at  
284 the time the insurance policy becomes effective. Beginning on  
285 July 1, 2013, insurers shall furnish commercial auto coverage  
286 customers with an insurance card clearly marked with the  
287 identifier, "Commercial Auto Insurance" or "Fleet" or similar  
288 language, to reflect that the vehicle is insured under a  
289 commercial auto policy.

290 (3) Upon stopping a motor vehicle at a roadblock where all  
291 passing motorists are checked as a method to enforce traffic laws  
292 or upon stopping a motor vehicle for any other statutory  
293 violation, a law enforcement officer, who is authorized to issue  
294 traffic citations, shall verify that the insurance card required  
295 by this section is in the motor vehicle. However, no driver shall  
296 be stopped or detained solely for the purpose of verifying that an  
297 insurance card is in the motor vehicle unless the stop is part of  
298 such roadblock. If the law enforcement officer uses the  
299 verification system created in Section 2 of this act and receives  
300 a response from the system verifying that the owner of the motor  
301 vehicle has liability insurance in the amounts required under  
302 Section 63-15-3(j), then the officer shall not issue a citation



303 under this section notwithstanding any failure to display an  
304 insurance card by the owner or operator.

305 (4) Failure of the owner or the operator of a motor vehicle  
306 to have the insurance card in the motor vehicle is a misdemeanor  
307 and, upon conviction, is punishable by a fine of Five Hundred  
308 Dollars (\$500.00) and suspension of driving privilege for a period  
309 of one (1) year or until the owner of the motor vehicle shows  
310 proof of liability insurance that is in compliance with the  
311 liability limits required by Section 63-15-3(j). Fraudulent use  
312 of an insurance card shall be punishable in accordance with  
313 Section 97-7-10. The funds from such fines shall be deposited in  
314 the State General Fund in the State Treasury. However, if such  
315 fines are levied in a municipal court, fifty percent (50%) of the  
316 funds from such fines shall be deposited in the general fund of  
317 the municipality. If such fines are levied in any of the courts  
318 of the county, fifty percent (50%) of the funds from such fines  
319 shall be deposited in the general fund of the county. A person  
320 convicted of a criminal offense under this subsection (4) shall  
321 not be convicted of a civil violation under Section 7(1) of this  
322 act arising from the same incident.

323 (5) If, at the hearing date or the date of payment of the  
324 fine, the motor vehicle owner shows proof of motor vehicle  
325 liability insurance in the amounts required by Section 63-15-3(j),  
326 the fine shall be reduced to One Hundred Dollars (\$100.00). If  
327 the owner shows proof that such insurance was in effect at the  
328 time of citation, the case shall be dismissed as to the defendant  
329 with prejudice and all court costs shall be waived against the  
330 defendant.

331 **SECTION 9.** It is the intent of the Legislature that no  
332 portion of this act shall be interpreted to mean that any  
333 particular vendor's verification system or methodology be  
334 considered preferential to another's solely based on any language



335 in this act and as long as the system is in compliance with this  
336 act.

337       **SECTION 10.** Sections 1 through 7 of this act shall stand  
338 repealed from and after July 1, 2018.

339       **SECTION 11.** This act shall take effect and be in force from  
340 and after July 1, 2012, except for Section 5 of this act which  
341 shall take effect and be in force from and after July 1, 2013.



**EXHIBIT C**  
**House Bill 946**

MISSISSIPPI LEGISLATURE  
2015 Regular Session  
To: Insurance  
By: Representative Gipson

**House Bill 946**  
**(As Sent to Governor)**

AN ACT TO AMEND SECTION 63-16-3, MISSISSIPPI CODE OF 1972, TO REVISE THE PUBLIC SAFETY VERIFICATION AND ENFORCEMENT ACT TO DELETE CERTAIN PROVISIONS REGARDING THE DEPARTMENT OF REVENUE AND TAX COLLECTORS; TO REVISE THE DATE BY WHICH THE SYSTEM SHALL BE INSTALLED AND OPERATIONAL; TO AMEND SECTION 63-16-5, MISSISSIPPI CODE OF 1972, TO REVISE THE PUBLIC SAFETY VERIFICATION AND ENFORCEMENT ACT TO DELETE CERTAIN PROVISIONS' APPLICATION TO OWNERS OF MOTOR VEHICLES; TO AMEND SECTION 63-16-7, MISSISSIPPI CODE OF 1972, TO REVISE THE PUBLIC SAFETY VERIFICATION AND ENFORCEMENT ACT TO DELETE CERTAIN PROVISIONS REGARDING THE DEPARTMENT OF REVENUE AND TAX COLLECTORS; TO REPEAL SECTION 63-16-9, MISSISSIPPI CODE OF 1972, WHICH REQUIRES EVERY OWNER OF A MOTOR VEHICLE TO BE IN COMPLIANCE WITH MANDATORY MOTOR VEHICLE LIABILITY INSURANCE COVERAGE TO RECEIVE REGISTRATION OR RENEWAL OF; TO AMEND SECTION 63-16-13, MISSISSIPPI CODE OF 1972, TO REVISE THE PUBLIC SAFETY VERIFICATION AND ENFORCEMENT ACT TO DELETE CERTAIN PROVISIONS REGARDING THE DEPARTMENT OF REVENUE; AND FOR RELATED PURPOSES.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

**SECTION 1.** Section 63-16-3, Mississippi Code of 1972, is amended as follows:

63-16-3. (1) The Department of Public Safety, hereinafter referred to in this section as "department," in cooperation with the Commissioner of Insurance and the Department of Revenue, shall establish an accessible common carrier-based motor vehicle insurance verification system to verify the compliance of a motor vehicle \* \* \* with motor vehicle liability policy requirements under the Mississippi Motor Vehicle Safety-Responsibility Law.

(2) The department, in cooperation with the Department of Revenue if applicable, may contract with a private vendor or vendors to establish and maintain the system.

(3) The system must:

(a) Send requests to insurers for verification of motor vehicle liability insurance using

electronic services established by the insurers through the Internet, World Wide Web, or a similar proprietary or common carrier electronic system in compliance with the specifications and standards of the Insurance Industry Committee on Motor Vehicle Administration and other applicable industry standards;

(b) Include appropriate provisions to secure its data against unauthorized access and to maintain a record of all requests and responses;

(c) Be accessible, without fee, to authorized personnel of the department, \* \* \* the courts, law enforcement personnel, \* \* \* and other entities authorized by the department \* \* \* under the provisions of Section 63-16-7;

(d) Be able to interface with existing department \* \* \* systems;

(e) Be able to be accessed by authorized users via a secure web browser;

(f) Not more often than every thirty (30) days, receive insurance \* \* \* information from insurers under specifications and standards set forth in paragraph (a) of this subsection or other data file formats as approved by the department to identify motor vehicle \* \* \* insurance policy information; however, no insurer shall be required to provide information in a format other than those set forth by the Insurance Industry Committee on Motor Vehicle Administration "Insurance Data Transfer Guide," as amended;

(g) Provide a means by which low-volume insurers that are unable to deploy an online interface with the system can report insurance policy data to the department \* \* \* or their designee for inclusion in the system;

(h) Provide a means to track separately or distinguish motor vehicles that are subject to a certificate of insurance under Section 63-15-39 or 63-15-41, a certificate of self-insurance under Section 63-15-53, a bond under Section 63-15-49, or a certificate of deposit of money or securities under Section 63-15-51;

(i) Distinguish motor vehicles that are exempt from the provisions of this chapter;

(j) Be available twenty-four (24) hours a day, seven (7) days a week, subject to reasonable

allowances for scheduled maintenance or temporary system failures, to verify the insurance status of any motor vehicle in a manner prescribed by the department \* \* \*; and

(k) Be installed and operational not later than \* \* \* March 1, 2016, \* \* \* followed by an appropriate testing period of not less than six (6) months.

(4) Every insurer shall cooperate with the department and the Insurance Department \* \* \* in establishing and maintaining the system and shall provide \* \* \* motor vehicle liability policy status and information to verify liability coverage for \* \* \* a motor vehicle insured by that company that is registered in this state \* \* \*.

\* \* \*

**SECTION 2.** Section 63-16-5, Mississippi Code of 1972, is amended as follows:

63-16-5. (1) A law enforcement officer or authorized employee of a law enforcement agency may, during the course of a traffic stop or accident investigation, access the verification system established under Section 63-16-3 to verify whether a motor vehicle is covered by a valid motor vehicle liability policy in at least the minimum amounts required under Section 63-15-3(j).

(2) The response received from the system supersedes an insurance card produced by a motor vehicle \* \* \* operator, and notwithstanding the display of an insurance card by the \* \* \* operator, the law enforcement officer may issue a complaint and notice to appear to the \* \* \* operator for a violation of the Mississippi Motor Vehicle Safety-Responsibility Law. A law enforcement officer may exercise discretion in issuing a citation during the first sixty (60) days after proof of temporary insurance is issued by an insurance company, if the verification system shows that the insured's policy is expired and the operator provides proof of insurance with a new insurance company or a new insurance card.

(3) Except upon reasonable cause to believe that a driver has violated another traffic regulation or that the driver's motor vehicle is unsafe or not equipped as required by law, a law enforcement officer may not use the verification system to stop a driver for operating a motor vehicle in violation of this chapter.

**SECTION 3.** Section 63-16-7, Mississippi Code of 1972, is amended as follows:

63-16-7. (1) The Department of Public Safety, hereinafter referred to in this section as "department," \* \* \* shall administer and enforce the provisions of this chapter, as applicable, and shall make rules \* \* \* necessary for the administration of the motor vehicle insurance verification system created under Section 63-16-3.

(2) The rules must:

(a) Establish standards and procedures for accessing the system by authorized personnel of the department, \* \* \* the courts, law enforcement personnel \* \* \* and any other entities authorized by the department \* \* \* that are consistent with specifications and standards of the Insurance Industry Committee on Motor Vehicle Administration and other applicable industry standards;

(b) Provide for the suspension of \* \* \* a driver's license when required by this chapter;

(c) Prohibit the reinstatement of a \* \* \* driver's license unless the applicable fines have been paid; and

(d) Provide for \* \* \* insurance \* \* \* information from insurers, not more often than every thirty (30) days, to identify motor vehicle \* \* \* insurance policy \* \* \* information; however, no insurer shall be required to provide such information in a format other than those set forth by the Insurance Industry Committee on Motor Vehicle Administration "Insurance Data Transfer Guide," as amended.

(3) The department \* \* \* may adopt additional rules to:

(a) Assist authorized users in interpreting responses received from the motor vehicle insurance verification system and determining the appropriate action to be taken as a result of a response; and

(b) Otherwise clarify system operations and business rules.

**SECTION 4.** Section 63-16-9, Mississippi Code of 1972, which requires every owner of a motor vehicle to be in compliance with mandatory motor vehicle liability insurance coverage to

receive registration or renewal of, is repealed.

**SECTION 5.** Section 63-16-13, Mississippi Code of 1972, is amended as follows:

63-16-13. (1) If the \* \* \* operator of a motor vehicle being operated on the public roads, streets or highways of the State of Mississippi or registered in the State of Mississippi \* \* \* has been found failing to have motor vehicle liability insurance in at least the minimum amounts required under Section 63-15-3(j), \* \* \* a court of proper jurisdiction shall suspend the \* \* \* operator's driving privilege and shall impose a civil penalty in an amount of Three Hundred Dollars (\$300.00) upon a first violation, in an amount of Four Hundred Dollars (\$400.00) upon a second violation and in an amount of Five Hundred Dollars (\$500.00) upon a third or subsequent violation. If suspended, the \* \* \* driving privilege shall not be reinstated until the \* \* \* operator has motor vehicle liability insurance in at least the minimum amounts required under Section 63-15-3(j) and has paid the civil penalties imposed and driver's license reinstatement fees imposed by the Department of Public Safety. Any person shall have the right to appeal any suspension or civil penalty under this section in a court of proper jurisdiction. If the matter is appealed and a violation is found, then the court shall not reduce, suspend or suspend the execution of any penalty imposed under the provisions of this subsection, in whole or in part. It shall be the duty of the county prosecuting attorney, an attorney employed under the provisions of Section 19-3-49, or in the event there is no such prosecuting attorney for the county, the duty of the district attorney to represent the state in any appeal held under this subsection. Civil penalties collected under this subsection shall be deposited into the special fund created under subsection (2) of this section. However, if the appeal of such civil penalty would be under the proper jurisdiction of a municipal court, One Hundred Dollars (\$100.00) of the funds from such civil penalty shall be deposited in the general fund of that municipality. If the appeal of such civil penalty would be under the proper jurisdiction of any of the courts of a county, One Hundred Dollars (\$100.00) of the funds from such civil penalty shall be deposited in the general fund of that county. A person convicted of a civil violation under this subsection (1) shall not be convicted of a criminal

offense under Section 63-15-4(4) arising from the same incident.

(2) (a) There is created in the State Treasury a special fund to be designated as the "Uninsured Motorist Identification Fund." The fund shall consist of monies deposited therein as provided under subsection (1) of this section and monies from any other source designated for deposit into such fund. Unexpended amounts remaining in the fund at the end of a fiscal year shall not lapse into the State General Fund, and any interest earned or investment earnings on amounts in the fund shall be deposited to the credit of the fund; however, one-half (1/2) of any monies in excess of the amount needed to defray the expenses and costs of the verification system created under Section 63-16-3 remaining in the fund at the end of a fiscal year shall be transferred to the Motor Vehicle Ad Valorem Tax Reduction Fund created under Section 27-51-105, and one-half (1/2) of any monies in excess of the amount needed to defray the expenses and costs of the verification system created under Section 63-16-3 remaining in the fund at the end of a fiscal year shall be transferred to the Mississippi Trauma Care Systems Fund created under Section 41-59-75.

(b) Monies in the special fund may be used by the Department of Public Safety \* \* \*, upon appropriation by the Legislature, only for the purpose of defraying expenses and costs for the motor vehicle insurance verification system created under Section 63-16-3. In addition, at any time during a fiscal year, if the Department of Public Safety determines that funds in the Law Enforcement Officers and Fire Fighters Death Benefits Trust Fund created under Section 45-2-1 are insufficient, the department may request the State Fiscal Officer to transfer funds from the Uninsured Motorist Identification Fund. The State Fiscal Officer may make an appropriate transfer if he determines that the funds in the Law Enforcement Officers and Fire Fighters Death Benefits Trust Fund are insufficient and the funds in the Uninsured Motorist Identification Fund will be sufficient for defraying the expenses and costs for the motor vehicle insurance verification system created under Section 63-16-3. Monies in the fund used for the purposes described in this paragraph (b) shall be in addition to other funds available from any

other source for such purposes.

**SECTION 6.** This act shall take effect and be in force from and after its passage.

**EXHIBIT D**  
**COSTS FOR MODIFICATIONS TO EXISTING VQ/VR RETURN**

**Mississippi**  
**Department of Public Safety**  
**Insurance Verification Interface**

**Statement of Work**  
**MS-003-2015**

Refreshed May 2015  
Version 1



**Computer Projects of Illinois, Inc.**  
**475 Quadrangle Drive**  
**Bolingbrook, IL 60440**  
**(630) 754-8820**

## Table of Contents

<b>1 Purpose</b> .....	<b>2</b>
1.1 Primary Contact Information .....	2
<b>2 Assumptions</b> .....	<b>3</b>
<b>3 Envisioned Data Flow</b> .....	<b>3</b>
<b>4 System Changes</b> .....	<b>5</b>
<b>5 Testing</b> .....	<b>6</b>
<b>6 Deliverables and Responsibilities</b> .....	<b>6</b>
6.1 MDPS Deliverables .....	6
6.2 CPI Deliverables .....	7
6.3 Third Party Insurance Verification Vendor .....	7
<b>7 Project Timeline</b> .....	<b>7</b>
<b>8 Pricing</b> .....	<b>7</b>
<b>9 Signature Page</b> .....	<b>9</b>

**Mississippi Department of Public Safety  
Insurance Verification Interface**

**1 Purpose**

The OpenFox® message switch system provides an interface to all law enforcement agencies across the State of Mississippi to provide access to driver's information, the Criminal History system and various other state information resources. The OpenFox® system also provides access to Mississippi hosted data for law enforcement agencies nationwide through an interface to the National Law Enforcement Telecommunications System (NLETS) and for access to the FBI's National Crime Information Center (NCIC).

One of the large issues to resolve is providing valid, current vehicle insurance information to the law enforcement agencies in the State. This information is very important to road officers and investigators alike. Such an interface and ability to obtain up-to-date insurance information is not currently available to the law enforcement community via the message switching system.

In order to provide the much needed additional information, the Mississippi Department of Public Safety has decided to release an RFP to a qualified and interested third party solution providers in pursuit of this solution. The Mississippi Department of Public Safety desires that the existing OpenFox® Message Switching System, provided by Computer Projects of Illinois, Inc. ("CPI") interface to the successful vendor of such an RFP in order to provide this information to the law enforcement community.

The purpose of this Statement of Work is to define the work to be performed by CPI to provide the interface and the information access requested by MDPS. The work and pricing provided within this document will be incorporated into the RFP requirements and passed on to the 3<sup>rd</sup> party system provider for the purpose of that vendor entering into a contractual agreement with CPI for the design, development, testing and implementation of such an interface.

**1.1 Primary Contact Information**

The primary point of contact for MDPS will be the assigned project manager and representative for the department. Information will be identified at a later time.

**MS Dept. of Public Safety**  
DeWann Clark  
Business Systems Analyst  
601-933-2600  
dclark@dps.ms.gov

The primary point of contact for CPI will be:

**Computer Projects of Illinois (CPI)**  
Greg Jones

**Mississippi Department of Public Safety  
Insurance Verification Interface**

Project Manager  
CPI  
475 Quadrangle Drive Suite A  
Bolingbrook, IL 60440  
(630) 754-8820 x155  
[gjones@openfox.com](mailto:gjones@openfox.com)

The primary point of contact for the unidentified 3<sup>rd</sup> party vendor will be provided at a later time.

## **2 Assumptions**

The following assumptions have been made in the creation of this SOW and arriving at the quoted pricing. Any substantial changes in the assumptions may require an update to the price quoted.

- No new hardware will be required.
- The interface specifications will be mutually agreed to and documented by CPI and the successful vendor.
- The successful vendor awarded the contract as a result of the RFP will contract directly with CPI for the interface.
- The interface will be an industry standard web service interface using fully tagged xml structures using industry standard SOAP implementation
- The current exchange process for VEHICLE registration information will be unchanged. It is currently a web service interface exchanging fully tagged XML structures.
- Not all vehicle registration inquiries will result in a query to the new insurance verification system. Out-of State registration inquiries from NLETS will not be involved.
- The existing SQL Server database instance will be utilized, with approval from MDPS, for the Aggregator purpose.

## **3 Envisioned Data Flow**

The data flow for the project is envisioned as starting with a registration query performed by an in-state operator. If the query is for a vehicle not matching any exclusionary rule, the query will be sent to an 'aggregator' station connected to an aggregator database and the registration query will be sent to the BMV interface for processing. Upon receiving the registration information, the response will be returned to the aggregator and a secondary (derivative) spawn to the insurance verification interface will be performed using the VIN, VMA, VMO, LIC and LIY from the registration information. The response from the insurance verification interface will be sent to the aggregator interface to be

**Mississippi Department of Public Safety  
Insurance Verification Interface**

combined with the original registration inquiry. The results of both queries will be returned to the originator (original query) as a single response.

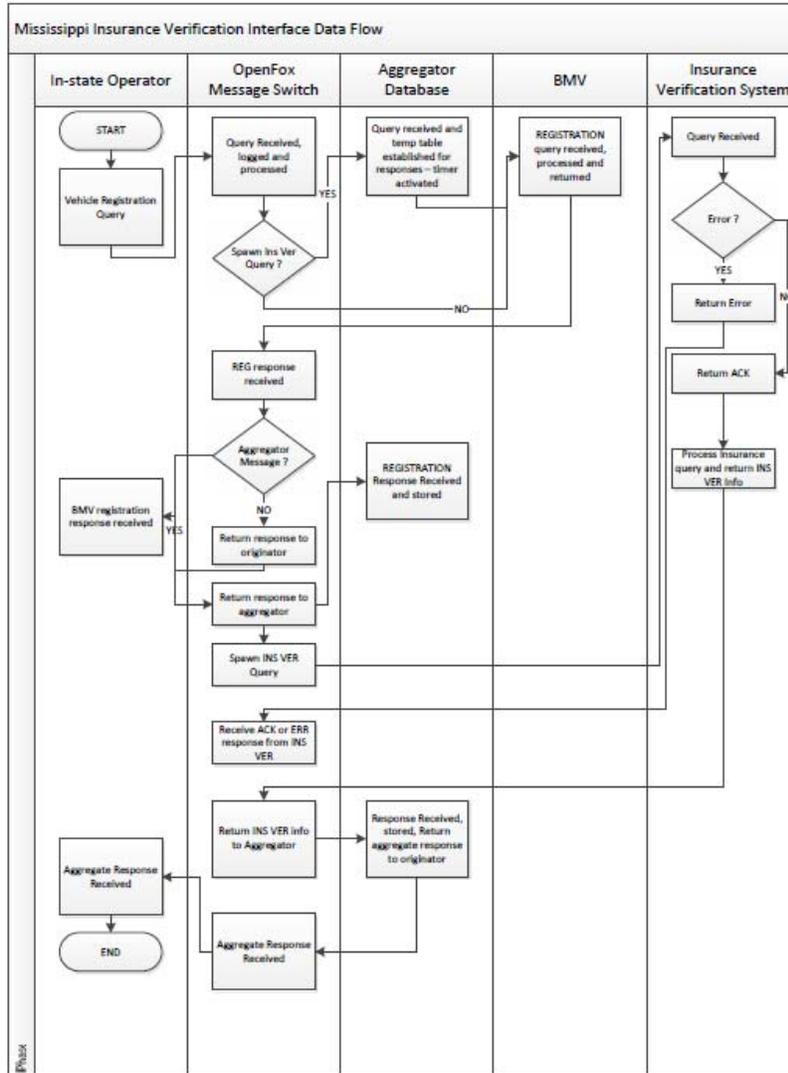
If the original query matches the exclusionary rule, the query will be sent directly to the BMV interface for processing and the response will be returned directly to the originator. The aggregator database will not be used.

The aggregator database will have a timeout set, after which the response will be returned even if the insurance response has not been received.

NOTE: The effect of this process will be to slow down the response time for registration inquiries.

Refer to the cross function diagram below.

**Mississippi Department of Public Safety  
 Insurance Verification Interface**



**4 System Changes**

CPI will create a new java web service client and associated interface driver to consume a web service to be published by the successful vendor.

## Mississippi Department of Public Safety Insurance Verification Interface

The following components will be copied to a new interface configuration.

- New web service interface configured for OpenFox®
- Web service client
- Web service interface driver
- Associated schema (if used by other vendor)
- Associated Style Sheets with changes
- New set of station names
- New Auto-Route File for Insurance Verification
- Additional configurations on Insurance Verification Query transactions
- Custom coding for parsing and routing

The OpenFox® system will also require a new interface to an aggregator database function. The Aggregator database function will also be built by CPI using the existing MS SQL Server instance. This will require:

- Access to MS SQL Server database at DBA level
- Sufficient table space
- SQL Server Interface and driver
- Station class creation in OpenFox®
- Station definition in OpenFox®
- Custom coding

## 5 Testing

Testing for the project will be performed initially by developers as each process is developed. Testing will be performed and executed in MDPS's switch test environment. Once all development has been completed, a system level integration test (end-to-end) will be conducted by selected members of various law enforcement agencies. Each data exchange scenario will be tested and will include various combinations of valid and invalid data in the exchange streams.

## 6 Deliverables and Responsibilities

### 6.1 MDPS Deliverables

In order to implement this project, the MDPS will provide the following:

- Providing contract oversight
- Provide overall project supervision and management with all parties
- Information as requested
- Connectivity between MDPS OpenFox® Message Switch and the successful Insurance Verification vendor, including providing the IP address and associated ports representing the URL to the new web service

### Mississippi Department of Public Safety Insurance Verification Interface

- MDPS will provide the rules for identifying when a request for insurance information will be spawned by the OpenFox® Message Switching system. Certain vehicles types and classes will be exempted from the insurance verification process.
- Testing and support as may be required
- Approval to move to production

#### 6.2 CPI Deliverables

In order to implement this project, CPI will provide the following deliverables:

- Project management including discovery, documentation, coordination
- Development, testing, installation and post production support
- Message key and station configuration changes
- Transformation Style Sheet (XSLT) additions/changes as necessary
- Driver and Java client for web service interface
- Database interface driver for Aggregator database
- XML exchanges between OpenFox® and the Insurance Verification System
- Software changes to TP and OPSPCL as may be required
- Web-Service communication from the OpenFox® Message Switch and the Insurance Verification system

#### 6.3 Third Party Insurance Verification Vendor

In order to implement this project, the [vendor] will provide the following deliverables:

- Project management including documentation, coordination
- Development, testing, installation and post production support
- Message key and station configuration changes
- Transformation Style Sheet (XSLT) additions/changes as necessary
- XML exchanges between OpenFox® and the Insurance Verification System
- Software changes to TP and OPSPCL as may be required
- Web-Service communication from the OpenFox® Message Switch and the Morpho Trust/DL360 system
- Web-Service communication from the OpenFox® Message Switch and the new Driver system with Morpho Trust

### 7 Project Timeline

The project time line will be developed following receipt of the purchase order from the vendor selected in the RFP process in addition to approval from MDPS.

### 8 Pricing

The following table presents the pricing associated with the tasks for this statement of work. If work to be done varies greatly from the tasks described in this SOW, the pricing of the work will need to be reassessed. In order for CPI to deliver the working software in

**Mississippi Department of Public Safety  
 Insurance Verification Interface**

the required time frames, all parties must work closely together to insure that all required facilities are provided in a timely manner. This SOW Price has been assigned CPI Quote number **MS-003-2015**. Please note this quote number on all purchase orders and invoice payments.

<b>To:</b> Clay Johnston, MIS Director MS Department of Public Safety P.O. Box 958 Jackson, MS 39205-0958 Phone: (601) 933-2606 Fax: (601) 933-2676 Email: cjohnston@dps.ms.gov		<b>Date:</b> 5/26/2015	<b>Prices good for:</b> 90 Days
<b>From:</b> Marc J. Smith		<b>Shipping:</b> N/A	<b>Est. Completion:</b> N/A
<b>Item #</b>	<b>Description</b>	<b>One Time Charge</b>	<b>Annual Maint. (Year Two)</b>
1	Interface to Insurance Verification System including drive and Java Client	\$35,000.00	\$3,500.00
2	Interface to Aggregator Database system	\$2,500.00	\$250.00
3	Aggregator Database function using the MDSP supplied MS SQL Server instance	\$35,000.00	\$3,500.00
4	Custom coding in OpenFox® Message Switch, Aggregator and web service	\$15,000.00	\$1,500.00
5	OpenFox® Configurations	\$5,000.00	\$500.00
6	Testing	\$9,250.00	\$0.00
7	Project Management	\$15,250.00	\$0.00
8	Warranty	INC.	INC.
<b>Total</b>		<b>\$117,000.00</b>	<b>\$9,250.00</b>

**\*ALL CPI PRODUCTS AND SOFTWARE COME WITH A WARRANTY LASTING UNTIL THE NEXT ANNIVERSARY DATE OF THE CPI OPENFOX® MESSAGE SWITCHING SYSTEM SUPPORT AND MAINTENANCE CONTRACT. THE MAINTENANCE CHARGES FOR THE ABOVE QUOTED PRODUCTS AND SERVICES WILL THEN BE ADDED TO THE CURRENT SYSTEM MAINTENANCE AND SUPPORT AMOUNT WHICH IS SUBJECT TO A FIVE PERCENT ESCALATION. WARRANTY, MAINTENANCE AND SUPPORT INCLUDE 24X7 TELEPHONE SUPPORT WITH SOFTWARE ENGINEER BACK-UP THROUGH SYSTEM ACCESS VIA THE CURRENTLY INSTALLED VPN OR NLETS CONNECTION. ALSO INCLUDED ARE NCIC AND NLETS MANDATED APPLICATION CHANGES. INTERFACE AND SCHEMA UPDATES ARE INCLUDED; INTERFACE AND SCHEMA CHANGES OR REPLACEMENTS ARE NOT INCLUDED. Additional charges to be added to the Maintenance and Support amount is \$9,250.00.**

**Please note the CPI Quote # on all PO's and invoice payments.**

**EXHIBIT E**  
**IICMVA OLV USER GUIDE**

(Download at <http://www.its.ms.gov/procurement/pages/3781.aspx>)

**EXHIBIT F**  
**IICMVA DATA TRANSFER GUIDE**

(Download at <http://www.its.ms.gov/procurement/pages/3781.aspx>)