



## RFP No: 3820

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INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until January 26, 2016 @ 3:00 p.m. Central Time for the acquisition of the products/services described below for Mississippi Department of Information Technology Services.

Statewide Cellular Voice and Data Services and Equipment

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

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

Paula Conn  
Technology Consultant  
Information Technology Services  
3771 Eastwood Drive  
Jackson, MS 39211  
(601) 432-8046  
Paula.Conn@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. 3820  
due January 26, 2016 @ 3:00 p.m.,  
ATTENTION: Paula Conn

A handwritten signature in blue ink, appearing to read "Craig P. Orgeron", is written over a horizontal line.

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

## ITS RFP Response Checklist

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RFP Response Checklist: These items should be included in your response to RFP No. 3820.

- \_\_\_\_\_ 1. One clearly marked original response and fourteen (14) identical copy/copies of the complete proposal. Label the front and spine of the three-ring loose-leaf binder with the Vendor name and RFP number. Include the items listed below inside the binder. Please DO NOT include a copy of the RFP in the binder.
- \_\_\_\_\_ 2. Submission Cover Sheet, signed and dated. (Section I)
- \_\_\_\_\_ 3. Proposal Bond, if applicable (Section I)
- \_\_\_\_\_ 4. Proposal Exception Summary, if applicable (Section V)
- \_\_\_\_\_ 5. Vendor response to RFP Questionnaire (Section VI)
- \_\_\_\_\_ 6. Point-by-point response to Technical Specifications (Section VII)
- \_\_\_\_\_ 7. Vendor response to Cost Information Submission (Section VIII)
- \_\_\_\_\_ 8. References (Section IX)

**Table of Contents**

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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.....	63
COST INFORMATION SUBMISSION.....	63
SECTION IX.....	64
REFERENCES.....	64
REFERENCE FORM.....	66
SUBCONTRACTOR REFERENCE FORM.....	67
EXHIBIT A.....	68
STANDARD CONTRACT.....	68

**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	_____

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**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 fourteen (14) 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 fourteen (14) 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: Paula Conn, Technology Consultant, 3771 Eastwood Drive, Jackson, MS 39211, 601-432-8046, Paula.Conn@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.

## 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. Contractor understands and agrees that Purchaser is exempt from the payment of taxes.
- 7.9 The State shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.

**8. Approved Contract**

- 8.1 Award of Contract - A contract is considered to be awarded to a proposer once the proposer's offering has been approved as lowest and best proposal through:
  - 8.1.1 Written notification made to proposers on **ITS** letterhead, or
  - 8.1.2 Notification posted to the **ITS** website for the project, or
  - 8.1.3 CP-1 authorization executed for the project, or
  - 8.1.4 The **ITS** Board's approval of same during an open session of the Board.
- 8.2 **ITS** statute specifies whether **ITS** Director approval or **ITS** Board approval is applicable for a given project, depending on the total lifecycle cost of the contract.
- 8.3 A contract is not deemed final until five (5) working days after either the award of contract or post procurement review, as stipulated in the **ITS** Protest Procedure and Policy. In the event of a valid protest, the State may, at its sole discretion, continue the procurement or stay the procurement in accordance with the **ITS** Protest Procedure and Policy. If the procurement is stayed, the contract is not deemed final until the protest is resolved.

**9. Contract Validity**

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

**10. Order of Contract Execution**

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

11. **Availability of Funds**

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

12. **CP-1 Requirement**

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

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

13.1 Payments to the awarded Vendor for all goods and services acquired under this RFP by state agencies that make payments through the 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 ten (10) 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=155> 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 \$15,000.00 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 Information Technology Services**, and must be placed in the front of the Vendor's proposal. The submission of an acceptable security is a condition precedent to a valid proposal, and the amount of the security is not negotiable or contestable. Any proposal received without the security will be rejected and returned to the Vendor without further consideration.

The security binds the Vendor to the commitments made in writing in the Vendor's proposal. The security will be forfeited in the event the awarded Vendor, at any time during the contract negotiation process, refuses to honor commitments made in its proposal, reneges on pricing, takes exception to any term or condition that was not addressed in the Vendor's written proposal, or fails to execute a contract as anticipated

in the RFP and the Vendor's proposal, including documented exceptions, within fifteen (15) working days after the Vendor's initial receipt of the project contract from ITS, unless an extension is agreed to by ITS.

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

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

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

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

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

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

39. **Protests**

The Executive Director of ITS and/or the Board Members of ITS or their designees shall have the authority to resolve Vendor protests in connection with the selection for award of a contract. Copies of the protest procedures are available on the ITS Internet site - ITS Protest Procedure and Policy, Section 019-020, ITS Procurement Handbook at:

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#page=173> 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 3820.

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

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

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

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

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

4. **Pending Legal Actions**

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

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

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

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

6. **Order and Remit Address**

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

Order Address:

Remit Address (if different):

7. **Web Amendments**

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

[http://www.its.ms.gov/Procurement/Pages/RFPS\\_Awaiting.aspx](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 or No 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.

### 3. General Overview and Background

In 2006, in response to legislation, ITS issued RFP Number 3489 for statewide voice and data cellular service. The intent of the RFP was to award a primary vendor with a secondary vendor and possibly a tertiary vendor for use of commercial cellular

equipment and services. Once responses were evaluated, the State made a single award to Cellular South (now branded as C Spire Wireless). The resulting contract, as indicated in RFP 3489, was for five years with two 2-year renewal terms. The initial contract was signed in June of 2007. The State has taken advantage of both renewal options with the current contract to expire June 30, 2016.

While the contract does not expire until June 30, 2016, the current contract is E-Rate (short for “education rate”) eligible for K-12 Schools and Libraries. The current contract cannot be extended and remain E-Rate eligible. The E-Rate application window is from January 1 through March 16, 2016. In order for the award(s) from this RFP No. 3820 to be E-Rate eligible, allow time to post the 470, and for the schools to apply, any resulting contract(s) for use of commercial cellular equipment and services must be fully executed by February 19, 2016.

**4. Procurement Project Schedule**

4.1 The State acknowledges that the Procurement Project Schedule below is tight, both for the State and for the Vendors. As such, we request that Vendors provide requested responses and information in a thorough but succinct manner to enable the Evaluation Team the time to complete its duties to meet this time line. Vendors may provide additional information in an addendum but must be aware that the team may or may not review “sales” material. Further, the Team will not “hunt” for responses to items in the Vendors’ RFP responses.

<b>Task</b>	<b>Date</b>
First Advertisement Date for RFP	12/08/15
Second Advertisement Date for RFP	12/15/15
Deadline for Vendor’s Written Questions	3:00 p.m. Central Time on 12/23/15
Deadline for Questions Answered and Posted to ITS Web Site	01/12/16
Open Proposals	01/26/16
Evaluation of Proposals	01/27—2/3/16
ITS Board Presentation	02/18/16
Contract Negotiation	02/04—19/16
Contracts Fully Executed	02/19/16
Contract Commencement	07/01/16

**5. Statement of Understanding**

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

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

5.1.2 Vendor must deliver a written document to Paula Conn at ITS by Wednesday, December 23, 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 Paula Conn to verify the receipt of their document. Documents received after the deadline will be rejected.

5.2 All questions will be compiled and answered, and a written document containing all questions submitted and corresponding answers will be posted on the ITS web site by close of business on Tuesday, January 12, 2016.

## 6. Account Team

Vendors must detail how they will staff the State account. The State has found it beneficial to have a dedicated account team with whom to form a partnership. This working partnership affords the Vendor an insight into how the State operates.

6.1 Vendor must have a primary, staffed office location in the Jackson metropolitan area.

6.2 The State's preference is that this account team be dedicated to support government (state/county/city) and education customers.

6.3 It must be understood that the account team resources are required to address not only state government agency support concerns, but also those of government entities eligible to procure services from state-executed contracts (i.e., institutions of higher learning, community colleges, K-12 schools, libraries, county and city government).

6.4 The Vendor account team will be required to participate in status meetings as well as design/strategy/planning sessions as needed. Such meetings could occur as frequently as monthly or quarterly.

6.5 In other long-term, contracted services, including the current cellular award, the State has found the following dedicated account team members to be needed. While the State believes that all of these team members are needed to have a successful partnership, those functions that are **mandatory** have been noted as such. Vendors who commit to the full complement of team members will have a decided advantage.

6.5.1 Account Team Manager—Works closely with the State's Executive Management to establish strategic goals and objectives, serves as an escalation point for unresolved issues in the network, and oversees account management to ensure proper adherence to State policies and regulations.

- 6.5.2 Account Manager—Responsible for overall account management including account team coordination, acts as primary point of contact, and serves as the corporate liaison for State issues. **(Mandatory)**
- 6.5.3 Network Engineer (2)—Provide Level 2 technical support for the network and assist with design and planning for changes in the network. It is not required that this position be dedicated to state/city/county government only. However, these individuals must be familiar with the State's contract and operation and must be available at any time to the State.
- 6.5.4 Service Manager—Serves as the primary escalation point for service and maintenance issues, communicates with the State regarding routine network maintenance that may affect the network, provides documentation for service and maintenance functions as well as critical or chronic problems in the network, and manages and reports on contract service level agreements (SLA). **(Mandatory)**
- 6.5.5 Project/Contract Manager—Possesses a thorough knowledge of the contract and acts on behalf of the Vendor with regard to management of the contract. Provides oversight to ensure service provider compliance with the State contract. Provides overall management of implementation including actively monitoring and reporting on progress and providing written documentation of the project. Oversees the maintenance of the dynamic inventory database of services maintained for the State. Proactively monitors service provider-billing for accuracy. Responsible for resolution of all billing issues for services under this contract, responds to information requests regarding State services under contract, and coordinates with the service provider's subcontractors or partners (if applicable) to ensure seamless delivery of contracted services. The Vendor may not change its Project/Contract Manager without providing the State with thirty (30) days prior written notice. **(Mandatory)**
- 6.5.6 Service Representative (3)—Coordinates routine service requests (additions and changes), responds to billing inquiries, and resolves billing disputes. Favorable consideration will be given to vendors who provide dedicated service representatives. **(Mandatory)**
- 6.5.7 Vendor shall list other roles that will be provided to the State.
- 6.5.7 Provide resume information for each individual proposed (by role), including name, title, total years of service, years in current title, description of current duties, and information about special training and pertinent certifications.

## 7. Technical Requirements

- 7.1 This solicitation is for cellular voice and cellular data.

- 7.2 It is the State's preference to have statewide coverage via a multi-vendor award. However, the State reserves the right to make a single award, if deemed in the best interest of the State.
- 7.2.1 Currently, statewide cellular service is available from a single Vendor. Exceptions are granted for lack of coverage and for functionality. When an exception is granted, users may seek quotes from other cellular providers.
- 7.2.1.1 Proposing Vendors must acknowledge the evolving nature of FirstNet, along with the possibility of overlaps in the scope of this RFP No. 3820.
- 7.2.2 Vendors are encouraged to expand services statewide to provide a positive economic impact to the State and provide more reliable and enhanced services to our citizens.
- 7.2.2.1 Vendors should indicate in this item their short-term and long-term goals for continuing to expand network coverage and related products with particular regard to the State.
- 7.2.3 The State has found long term contracts to be advantageous for both the State and the Vendor. As an incentive to Vendors, the State will award an initial five-year contract to one or more Vendors based upon current usable coverage, value-added services, and cost-effective rates. The contract will include two two-year optional renewal periods.
- 7.2.4 Although the resulting contract(s) will not commence until July 1, 2016, in order to meet E-Rate (see also item 14.7 in this section) requirements, the resulting contract(s) must be fully executed by February 19, 2016. There is no exception to this date to be E-Rate eligible.
- 7.2.5 Vendors must include current service coverage maps for the state of Mississippi. Counties should be clearly delineated.
- 7.2.5.1 Separate maps for cellular voice and cellular data must be submitted. Indicate coverage for 3G, 4G, LTE, etc.
- 7.2.5.2 Vendors should include the degree of coverage (as a percentage) a subscriber can expect in an area. Vendors should provide the average dBu contours.
- 7.2.5.3 If there are particular areas where the awarded Vendor(s) do not have usable coverage, the State reserves the right to utilize another Vendor who can provide documented usable coverage. Such a request will require ITS approval.
- 7.2.6 Vendors must indicate the technologies used in their network(s), e.g., GSM, CDMA, WCDMA, EDGE.

7.2.7 Vendors must also submit current nationwide geographic coverage maps for cellular voice and cellular data. Again, the State is interested in usable geographic coverage, not coverage based on populous.

### 7.3 Emergency/Disaster Preparedness

7.3.1 The State acknowledges that both Wireless Priority Service (WPS) and Government Emergency Telecommunications Service (GETS) are federal programs offered by the U. S. Department of Homeland Security. However, Vendors must document their participation in these programs, particularly WPS.

7.3.1.1 Vendors must indicate if there is a limit to the number of phones that may have priority access, and if so, state the number.

7.3.1.2 Any cost from the Vendor for access to GETS or WPS must be detailed in Section VIII, Cost Summary.

### 7.3.2 Cellular Phones for Emergency Use

7.3.2.1 In the case of an emergency, such as a tornado, hurricane, or flooding, both State and local government entities may require additional cellular phones during the emergency. Further, agencies or entities that do not currently utilize cellular service may need to have access to such services during an emergency. Vendors must have the ability to provide a bank of cellular phones for using during a natural disaster or emergency.

7.3.2.1.1 Vendors must indicate the maximum number of phones available for such emergencies.

7.3.2.1.2 Vendors must detail the procedures for obtaining these phones as well as any additional cost for these phones and services. All costs must be detailed in Section VIII, Cost Summary.

7.3.2.2 The State is interested in the availability of a Vendor-provided cellular tower on wheels (COW). Vendors must detail the availability of a Vendor-provided cellular tower on wheels (COW) for emergency situations. The COW may be deployed in an emergency where normal communications channels have been destroyed or greatly lessened. Vendors must identify any cost associated with the provision of the COW.

7.3.2.3 The State is interested in the availability of a Vendor-provided cellular mobile operations center (MOC). Vendors must detail the availability of a Vendor-provided cellular mobile operations center (MOC) for emergency situations. The MOC may be brought in on a semi-truck or a bus and may become a command center for state agencies and entities in an emergency where normal

communications channels have been destroyed or greatly lessened. Vendors must identify any cost associated with the provision of the MOC.

7.3.2.4 Vendors must identify any other emergency/disaster options available to the State.

7.3.3 Vendor's Emergency/Disaster Plan

Vendors must provide a disaster preparedness (recovery) plan and demonstrate their ability to execute said plan. Vendors are encouraged to provide test results of their plan, including steps to strengthen any weak points.

7.4 Cellular Voice Service

7.4.1 According to accounting records and based upon agencies coding of payments, during Fiscal Year (FY) 2015, state agencies spent in excess of three million dollars for cellular service. This amount does not include equipment nor does it include any expenditure by governing authorities or institutions of higher learning.

7.4.2 Based on vendor provided information, the institutions of higher learning spent in excess of \$690,000.00 for cellular services and equipment in FY15.

7.4.3 Based on vendor provided information, governing authorities spent in excess of eight million dollars for cellular service and over \$148,000.00 for equipment in FY15.

7.4.4 The State will not make any guarantees as to the volume of minutes or the dollars to be spent. Vendors may draw their own conclusions from the data provided.

7.4.4.1 In the case of a multi-award, the State does not make any guarantee of business.

7.4.5 In order to best service state agencies, we are requesting that Vendors propose the following:

7.4.5.1 Flat Rate Plan

7.4.5.1.1 A flat rate plan is defined as a per-minute cost with no guarantee of usage.

7.4.5.1.2 The State currently utilizes a flat rate plan, primarily for smaller agencies.

7.4.5.2 Unlimited Usage Plan

7.4.5.2.1 Unlimited usage plan is defined as a set monthly fee for unlimited usage.

7.4.5.2.2 The State currently utilizes an unlimited usage plan for individuals who largely travel in the performance of their duties.

#### 7.4.5.3 Shared or Pooled Plan

7.4.5.3.1 A shared or pooled plan is defined as a number of phones sharing or pooling minutes at a set monthly fee.

7.4.5.3.2 Should the users in the pool or shared plan exceed the number of allowed minutes, a per-minute overage rate may apply.

7.4.5.3.3 Vendors must state any limitations regarding the total number of minutes per plan as well as the total number of phones that may part of the plan.

7.4.5.4 All costs must be clearly defined in Section VIII: Cost Summary. In evaluating cost, the State will use these rates applied to a usage configuration. See also item 19, Scoring and Evaluation.

#### 7.4.6 Push-to-Talk (PTT)

7.4.6.1 While PTT is included in the State's current Master Voice and Data Cellular Services and Equipment agreement, there is presently limited use of this plan. However, because PTT is still requested, the State is requesting Vendors provide a plan for PTT.

7.4.6.2 The Wireless Communication Commission (WCC) deployed a digital, trunked, 700mhz, land-mobile-radio (LMR) system. As such, the WCC is interested in the ability to achieve reliable communications capability between a cellular PTT device and a unit on the LMR system. Vendor must describe how this communication will occur.

7.4.6.3 Push-to-talk service may be a standalone option but must also be available with cellular voice service.

7.4.6.4 PTT service that is standalone (e.g., does not include a cellular voice plan) must be capable of dialing 911 (or \*HP) for emergency access.

7.4.6.5 Vendors must indicate the current average transmission delay (in seconds) for PTT service.

- 7.4.6.6 Vendors must indicate if their system has the ability to set up calling groups for PTT functionality.
  - 7.4.6.6.1 Call groups should be set up at the time of activation.
  - 7.4.6.6.2 Favorable consideration will be given to Vendors who provide entities using the contract with the ability to create, edit, and manage calling groups online. If calling groups cannot be created, edited, or managed online, Vendors must state the procedure for adding or modifying groups after the initial activation.
  - 7.4.6.6.3 Vendors must state the size of a calling group and the number of calling groups available.
  - 7.4.6.6.4 Vendors must clearly detail in Section VIII, Cost Summary, the rates and charges for push-to-talk service. Where PTT is part of a voice cellular plan, Vendors must clearly identify if the charge is an add-on to a cellular voice plan or if it replaces the cellular voice plan.
- 7.4.7 Regardless of the rate plan, the state agency, or the entity, the following will apply:
  - 7.4.7.1 There will be no roaming charges.
  - 7.4.7.2 Nationwide long distance shall be provided at no additional cost. If Vendors cannot provide free long distance, Vendors must be able to block long distance calling on a case by case basis.
  - 7.4.7.3 Vendors must be able to provide international calling, both to other countries and from other countries as State or entity employees or elected officials travel to other countries.
    - 7.4.7.3.1 Vendors will provide any additional costs associated with international calls in Section VIII, Cost Summary.
    - 7.4.7.3.2 If there are any country limitations, Vendors must list those in this item.
  - 7.4.7.4 Charges for unanswered calls will not be accepted.
  - 7.4.7.5 We do not expect Vendors to have “peak calling times”, and as such, will not be allowed for the life of the resulting agreement.
- 7.4.8 Vendors must be able to provide, upon request, cell phone number portability as required by the FCC. Any cost must be identified. See also, Fees, Section VII, Item 14.

- 7.4.9 Vendors must clearly identify in Section VIII, Cost Summary the cost per call to Directory Assistance.
- 7.4.10 Vendors must provide at no additional cost a new phone for each cellular number activated on the State's cellular plan. (If a PTT standalone plan is elected, vendor must provide at no additional cost a new basic PTT phone.) Remanufactured hardware will not be accepted.
  - 7.4.10.1 At a minimum, the phone equipment package will include:
    - 7.4.10.1.1 Phone supporting digital service
    - 7.4.10.1.2 Rechargeable battery, NiMH, Lithium Ion, or newer technology
    - 7.4.10.1.3 AC Charger
    - 7.4.10.1.4 Car Charger
    - 7.4.10.1.5 Handsfree device (e.g. ear bud or headset)
  - 7.4.10.2 While the State acknowledges that the free phone will vary over the course of the contract, Vendors must provide the following information as it relates to a free phone that would be offered today:
    - 7.4.10.2.1 Manufacturer of the product
    - 7.4.10.2.2 Name and/or model number of the cellular phone
    - 7.4.10.2.3 Description of the product
    - 7.4.10.2.4 Ability to use internationally
    - 7.4.10.2.5 Description of the equipment warranty, which must be no less than a one-year warranty.
  - 7.4.10.3 In the event that a free telephone is lost or stolen, the Vendor shall replace it at no cost for one time only. Any subsequent losses will be replaced at a cost not to exceed \$100.00. If the phone that is lost or stolen is a model that was not free or exceeds the cost of a "basic" phone, it shall be replaced by the Vendor at then contracted rate.
- 7.4.11 Any charge for activation must be clearly identified in Section VIII, Cost Summary.
- 7.4.12 Vendors may also offer smartphones as the free device. If Vendors offer the smartphone at a cost, it must a discounted cost to the State. Vendors must provide the same items as required in 7.4.10.1.

- 7.4.12.1 Vendors must list the smartphones currently available.
- 7.4.12.2 Vendors must identify in Section VIII, Cost Summary the price for each smartphone to be offered.
- 7.4.13 Favorable consideration will be given to Vendors who allow users to upgrade their device every 12 months.
- 7.4.14 The following features/services must be included regardless of the phone or plan selected:
  - 7.4.14.1 Voice Mail
  - 7.4.14.2 Indication of Voice Mail Message
  - 7.4.14.3 Caller ID
  - 7.4.14.4 Three-Way Calling
  - 7.4.14.5 Internal Directory
  - 7.4.14.6 Call Waiting
  - 7.4.14.7 Call Log including missed calls, dialed calls, and received calls
  - 7.4.14.8 Unlimited Text Messaging
  - 7.4.14.9 Battery Status
  - 7.4.14.10 Service Status (e.g., no service, LTE, 4G)
- 7.4.15 Vendors may provide additional-cost features for cellular service. (This item does not include accessories.) All options should be within the scope of State business and exclude personal, non-essential features. The State recognizes that essential versus non-essential features may be deemed subjective.
  - 7.4.15.1 Vendors should be aware that the State may cull some features after the fact to maintain the integrity of the plan.
  - 7.4.15.2 Features must be clearly defined and the cost identified in Section VIII, Cost Summary.
- 7.4.16 Rather than limit the number of phones and accessories that a vendor may provide, the State will allow the Vendor to post a "catalog" of phones and accessories to the website.
  - 7.4.16.1 Selection of a device other than the free device is at the sole discretion of the using agency or entity. It is their responsibility to document the business necessity of the device.

7.4.16.2 Vendor must state in this item a discount to which vendor is willing to contractually commit. The discount may be increased during the life of the contract but may not be decreased. The discount may vary within categories of products. For example, phones may be discounted 25% while extra cords may be discounted 15%.

7.4.16.3 Vendor must include the following information:

7.4.16.3.1 Manufacturer of the product or accessory

7.4.16.3.2 The name and/or model number of the cellular phone (indicate PTT if available) or the type of accessory

7.4.16.3.3 Ability to use internationally

7.4.16.3.4 Description of the equipment warranty, which must be no less than a one-year warranty.

7.4.16.4 All accessories should be within the scope of State business and exclude personal, non-essential accessories. The State recognizes that essential versus non-essential accessories may be deemed subjective.

7.4.17 Whether the phone is the basic phone furnished at no additional charge or a purchased phone, Vendors may substitute a different phone in the following circumstances:

7.4.17.1 The approved product is not available because the manufacturer has discontinued its production. This particular part number has been dropped.

7.4.17.2 The approved product is not available due to a documented national constraint or backlog experienced throughout the marketplace. This does mean that the Vendor is having trouble getting a product through its usual distributor.

7.4.17.3 Vendor is expected, within reason and in good faith, to offer an equivalent or better substitute at or below the original price. The offering being substituted must be from the same manufacturer as the approved product being discontinued.

## 7.5 Cellular Data Service

7.5.1 Vendors must submit separate, current coverage (propagation) maps for their cellular data service. Maps must include data speeds which are available. Indicate coverage for 2G, 3G, 4G, and LTE.

- 7.5.2 Vendors must clearly define what technology or technologies they have deployed in their cellular data networks, with the focus on Mississippi.
- 7.5.3 During FY15, there were approximately 15,595 State subscribers to the Master Cellular Contract. Each subscriber averaged 2,122 MB of data usage.
  - 7.5.3.1 Vendors must keep in mind that data usage is an average for State subscribers. Some subscribers far exceeded the average while others used little, if any, data.
  - 7.5.3.2 As users rely more and more upon cellular devices and cellular applications, Vendors should expect data usage to increase over the life of the agreement.
- 7.5.4 The State expects high speed data download transfer rates to be available statewide. If this is not the case, Vendor must list areas where high speed data is available and include a timetable as to deployment of high speed data statewide.
  - 7.5.4.1 Vendors must list all data transfer rates available on their network.
  - 7.5.4.2 Favorable consideration will be given to Vendors who have the ability to talk on the device while simultaneously sending or receiving data. Vendors must indicate in this item their ability to provide voice and data simultaneously.
  - 7.5.4.3 Favorable consideration will be given to Vendors who have LTE technology available, at a minimum, along the interstate highway routes in Mississippi. Vendor should state what percentage of the state is covered by LTE.
- 7.5.5 Vendor must provide static IP addresses for those agencies/entities with applications having that requirement. Any cost with providing static IP addresses must be included in Section VIII, Cost Summary.
  - 7.5.5.1 Favorable consideration will be given to Vendors who include the following features:
    - 7.5.5.1.1 E-mail using push technology
    - 7.5.5.1.2 Calendar synchronization
    - 7.5.5.1.3 Ability to view attachments
    - 7.5.5.1.4 Document access
    - 7.5.5.1.5 Web mail interface

- 7.5.5.1.6 Personal contact access
- 7.5.5.1.7 Telemetry
- 7.5.5.1.8 Tethering
- 7.5.6 Vendors should detail any other features available for the data plans. Any and all cost for these features must be clearly detailed in Section VIII, Cost Summary.
- 7.5.7 Vendors' network must provide security via authentication and encryption. Provide the State with a detailed description of how this security functions within the network.
- 7.5.8 Vendors should provide each of the following plans. The State acknowledges that plans vary and will give favorable consideration to Vendors who can provide the plans as requested.
  - 7.5.8.1 Unlimited data usage plan
    - 7.5.8.1.1 Data only plan
    - 7.5.8.1.2 Unlimited data usage as part of a voice plan
  - 7.5.8.2 By the unit and/or limited usage plan
    - 7.5.8.2.1 Data only plan
    - 7.5.8.2.2 Data usage as part of a voice plan
  - 7.5.8.3 Shared data plan
    - 7.5.8.3.1 Data only plan
    - 7.5.8.3.2 Data usage as part of a voice plan
- 7.5.9 Plans will be applicable to smartphones, data cards/modems, mobile WiFi, and tablets (e.g., iPads, ThinkPads), as well as other data devices such as a trunk or semi/permanently mounted modem or similar device.
- 7.5.10 State issued devices are to be used strictly for business purposes. The following must be blocked unless the user's agency or entity has documented a business need.
  - 7.5.10.1 Online Games
  - 7.5.10.2 Direct bill for digital goods or games
  - 7.5.10.3 Information Services such as sports (this does not include weather information, agency applications, or local news alerts)

- 7.5.10.4 Download of music or videos
- 7.5.10.5 Calls to entertainment lines (e.g. psychic hotlines, '900' numbers) must be blocked
- 7.5.10.6 Adult content
- 7.5.11 Vendors should include cellular devices in the website catalog. This includes smartphones, data cards/modems, mobile WiFi devices, tablets, and permanently mounted devices such as trunk mounted standalone modems capable of sending GPS data to a server without the aid of a computer or other device attached. The catalog must include the following information:
  - 7.5.11.1 The manufacturer of the product
  - 7.5.11.2 The cost of the device
  - 7.5.11.3 The name and/or model number of the device
  - 7.5.11.4 List the cellular network protocols the device recognizes, including the capability of Bluetooth, Wi-Fi, etc.
  - 7.5.11.5 Description of the device
    - 7.5.11.5.1 For data cards/modems and trunk mounted standalone modems, Vendor should provide:
      - 7.5.11.5.1.1 Cards that can be used in mobile operations
      - 7.5.11.5.1.2 Cards in PCMCIA and Compact Flash formats to work with the majority of laptop and handheld computers
      - 7.5.11.5.1.3 Trunk mounted standalone modems to be utilized in vehicles to provide GPS data to a remote server without the need for a computer or device attached, and provide data to a peripheral via Ethernet cable
  - 7.5.11.6 If Vendor supplied or third party specialized software packages are required to provide a secure interface between the State's e-mail system and a particular advanced wireless device, Vendor shall itemize these offerings in the Cost Summary.

7.5.11.6.1 The software offered in this RFP shall, at a minimum, provide access to the following e-mail and calendar stores:

7.5.11.6.1.1 Lotus Notes

7.5.11.6.1.2 Group Wise

7.5.11.6.1.3 Oracle Collaboration Suite

7.5.11.6.1.4 MS Outlook/Exchange

7.5.11.6.1.5 MS Office 365

7.5.11.6.2 The software shall also support Push E-mail and Calendar on these messaging devices and automatically synchronize the primary system e-mail and calendar.

7.5.11.7 Description of the equipment warranty which must be no less than a one-year warranty. Warranty should not begin until activation.

7.5.11.7.1 Vendor must indicate if a direct replacement by the Vendor is available as oppose to a manufacturer's warranty exchange.

7.5.12 Vendors may substitute a different tablet, smartphone or cellular data card in the following circumstances:

7.5.12.1 The approved product is not available because the manufacturer has discontinued its production. This particular part number has been dropped.

7.5.12.2 The approved product is not available due to a documented national constraint or backlog experienced throughout the marketplace. This does mean that the Vendor is having trouble getting a product through its usual distributor.

7.5.12.3 Vendor is expected, within reason and in good faith, to offer an equivalent or better substitute at or below the original price. The offering being substituted must be from the same manufacturer as the approved product being discontinued.

7.6 Vendors shall provide each subscriber a 30-day acceptance period to test coverage, commencing at the later date of either service activation or equipment receipt.

7.6.1 During the acceptance period, the subscriber may cancel service if coverage is not acceptable (e.g., consistently dropped calls, poor signal

strength, poor call quality) and will incur no activation charges or termination penalties.

7.6.2 Vendors will be expected to provide demonstration/trial/test devices (i.e., phones, PDAs or data cards) for a period not to exceed thirty (30) calendar days. At that time, customers may return the device without penalty or may exchange the device.

7.6.3 Vendors may bill for usage during the trial period.

7.6.4 After the trial period, the Vendor may bill the contract price for devices that are retained (other than the basic phone to be included with the package, see item 7.4.6.10).

7.6.5 The State will not be charged any restocking fees.

7.7 Vendors shall activate, terminate, or suspend service on existing equipment and complete requested plan changes within 24 hours of notification by the approved entity contact.

## 8. **Ordering**

8.1 With item 6, Account Team and Item 16.5, Vendor Web Page Requirements, in mind, Vendor must provide details as to how orders are placed.

8.2 Details should include any required information as well as expected delivery and/or activation intervals. Favorable consideration will be given to Vendors who can complete orders for service and equipment within twenty-four hours.

## 9. **Warranty/Maintenance**

9.1 Vendor must provide a minimum one-year warranty covering all parts and labor to correct any defect in the proposed equipment. This warranty period must become effective from the delivery date or activation date of Vendor's products and/or services, whichever is later. State the term of the warranty.

9.1.1 During the warranty period, should it be necessary to replace the device, it is mandatory that the device be replaced with an equivalent, new device within the first 90 days. After the 90 days, an equivalent refurbished/reconditioned device warranted as new may be provided.

9.2 The service and warranty shall not be voided if the State should decide to install the proposed equipment (if applicable).

9.3 Vendor will be responsible for the shipping charges to and from the service center during the warranty period.

9.4 Provide the name of the person, address, and telephone number the State may contact regarding warranty. It is expected that this person will be a member of the account team requested in item 6.

9.5 Service procedures

9.5.1 Describe service procedures from the point of discovery and reporting the problem until the trouble has been cleared.

9.5.2 Provide a copy of your service escalation procedures complete with names and telephone numbers of persons to be notified. Support up to and including manufacturer support should be included.

9.5.3 Specify downtime of equipment before a loaner will be provided.

10. **Network Performance/Service Level Agreement**

10.1 The awarded Vendor(s) must notify **ITS** at least five (5) business days in advance of any planned service outages and/or scheduled maintenance. This notification must include impacted coverage areas and an estimated duration of the outage.

10.2 Vendors must also post the planned service outage and/or scheduled maintenance notification to the website.

10.3 For each 24 hour outage period, the Vendor must pro-rate the bill for a full day of service for each impacted subscriber.

10.4 Vendors must state the network availability as a percentage to which they are contractually willing to commit. The availability of all network elements in the call path for wireless voice service determines the overall service availability and should include the percent of dropped/blocked calls. Vendors must state what documentation they will submit to substantiate this level of service.

11. **Billing**

11.1 The State prefers that the billing cycle begin on the first day of each month and end the last day of each month. If this is not the case, please state your billing period.

11.2 Bills submitted to the State of Mississippi (including other entities eligible to use the resulting contract) for payment will be paid within forty-five (45) days after receipt of said bill (presumes bill is correct). (See item 7.8 in Section IV: Legal and Contractual Information and Article 11 of sample contract in Exhibit A.)

11.3 If Vendor is late in rendering a bill or a portion of a bill, there will be no penalty for being late other than the fact that payment from the State will not be due until forty-five (45) days after receipt of the bill.

11.4 The State will not accept any charges that are older than two months prior, unless such call is an international call. All international calls must be billed within three months of call.

- 11.5 In those instances where incorrect charges have been added to the customer's invoice, and there is agreement between the customer of record and the Vendor that the charges are incorrect, the Vendor must delete the charges at the customer's request and issue a new invoice or, if agreeable to the customer, credit the customer's account for the next billing cycle.
  - 11.5.1 Vendors should be aware that auditing and accounting requirements for many entities require this revised invoice; a credit on a subsequent invoice is not acceptable for some entities.
  - 11.5.2 If the customer of record and Vendor cannot mutually agree as to whether certain charges are within the approved guidelines, **ITS** will ask the customer to send a written request to **ITS** to review the problem. ITS will work with the customer of record and Vendor to reach an acceptable resolution.
- 11.6 Vendor must provide sample invoices, showing call detail, in the response to this RFP.
- 11.7 Favorable consideration will be given to Vendors who can provide the invoice via the website.

**12. Call Detail/Reporting**

- 12.1 State statute requires that agencies receive call detail for all call types placed or received.
- 12.2 Vendors must specify how this detail is provided (e.g., pdf, MS Excel spreadsheet).
  - 12.2.1 Favorable consideration will be given to Vendors who can provide the call detail via the website.
  - 12.2.2 Describe any enhanced billing offered, such as department breakdown, over or under usage trends, etc.
  - 12.2.3 Any fees associated with enhanced billing abilities must be included in the cost summary.
- 12.3 Data required includes, but is not limited to, the following:
  - 12.3.1 Date
  - 12.3.2 Time
  - 12.3.3 Duration (i.e., minutes or data usage)
  - 12.3.4 Origination Number
  - 12.3.5 Termination Number

- 12.3.6 Terminating Location (City, State, or City, Country)
- 12.3.7 Cost
- 12.3.8 Directory Assistance
- 12.3.9 Text Messaging
- 12.3.10 Multimedia Message
- 12.3.11 Wireless Priority Service (WPS)
- 12.3.12 Phone upgrade
- 12.3.13 Data device charges
- 12.3.14 Monthly charges
- 12.3.15 One time charges such as activation charges
- 12.3.16 Feature charges
- 12.3.17 Fees
- 12.4 Vendor will list how the above call classification will be identified. If additional classifications are available, list and/or describe such detail.
- 12.5 Vendors must state if call detail is available via the web and/or via a CD. Any requirements to receive the information in one of these manners must be specified in this item. Further, any cost associated with receiving the data in this manner must be included in the Cost Summary.

**13. Fraudulent Calls**

- 13.1 The State of Mississippi will bear no responsibility for fraudulent calls including number theft via “cloning.” Fraudulent calls will be the sole responsibility of the Vendor.
- 13.2 Vendor must have system monitoring and safeguard capabilities in place to detect fraudulent call activity.
- 13.3 Vendor is authorized to block any detected fraudulent or suspicious calling activity.
- 13.4 Vendor must report any fraudulent or suspicious calling activity to the customer immediately.
- 13.5 If fraud is detected outside the normal business hours, Vendor will:
  - 13.5.1 Notify on-call representative

13.5.2 Notify designated personnel

- 13.6 An appropriate list of customer contacts will be provided to the successful Vendor by the using agency or entity.
- 13.7 The State of Mississippi agrees to cooperate with the Vendor and to assist the Vendor in security efforts to prevent and to deter fraud and unauthorized use of services.
- 13.8 If security violations occur, Vendor agrees to investigate and to determine the responsible parties for any unauthorized use of facilities provided by the Vendor for use by the State of Mississippi and to otherwise reasonably cooperate with the State to prevent abuse of such facilities.
- 13.9 The State will deduct from its Vendor bill (invoice) any cost associated with fraudulent calls. Vendor will give credit on invoice within sixty (60) days from notification.
- 13.10 Other parameters such as excessive length of calls may be established after award.

**14. Fees**

- 14.1 The State of Mississippi will not be responsible for additional fees or charges that are not listed in the response to this RFP. Failure to list additional fees or charges, including Universal Service Fund (USF) related charges, will result in Vendor providing these fees at no cost.
- 14.2 The State acknowledges that governmental regulation may, during the course of the contract, impose fees which the Vendor will be expected to pass to its customers. The awarded Vendor(s) will be allowed to pass along these fees after providing the documentation to substantiate the fees.
- 14.3 The payment of Federal Excise Tax by Mississippi government and educational entities using the resulting contract is specifically prohibited. Vendor may not charge these fees.
- 14.4 The payment of Mississippi Sales Tax by Mississippi government and educational entities using the resulting contract is specifically prohibited. Vendor may not charge these fees.
- 14.5 It is ITS' understanding that State government and education entities may be liable to pay sales tax from other state governments. Vendors may pass through those charges without having to identify these costs as part of their cost proposal. These charges, however, must be clearly identifiable on any invoice submitted for payment. In no event may the Vendor add additional surcharges to these taxes, whether the surcharges are from the proposing Vendor or from the out-of-state Vendor sharing services.

- 14.6 In the response, Vendors must identify any fees associated with number portability, both number portability in and number portability out.
- 14.7 E-Rate is a federal program administered by the Schools and Libraries Division (SLD) where schools and libraries can qualify for discounts on a wide variety of networking products, telecommunications services and Internet access. Reimbursable products include Cellular voice services. ITS will post the E-Rate 470 form for our Statewide Cellular RFP 3820 to make those items qualify for reimbursement e-rate eligibility. Note that Cellular voice service is eligible for reimbursement, but the cost of the telephones or associated maintenance on the equipment is not. We will publish the E-Rate Service Provider Identification Numbers (SPIN) for the awarded Vendor(s).
- 14.7.1 While the contract does not expire until June 30, 2016, the current contract is E-Rate eligible for K-12 Schools and Libraries. The current contract cannot be extended and remain E-Rate eligible. The E-Rate application window is from January 1 through March 16, 2016. In order to be E-Rate eligible, allow time to post the 470, and the schools apply, any resulting contract(s) must be fully executed by February 19, 2016. Vendors who fail to execute a contract by that date will not have their response available for E-Rate.
- 14.7.2 Provide your 9 digit E-Rate Spin.
- 14.7.3 While we expect all vendors to have an E-Rate Spin, if you are in the process of applying for an E-Rate Spin (call 888-641-8722), let us know it is pending and send it to us as soon as received.

## 15. Sales Report

### 15.1 Overview

- 15.1.1 Contractors whose products are approved under this RFP must maintain a record of cellular service and equipment sales to be reported on a quarterly basis to **ITS**.
- 15.1.2 Within fifteen (15) calendar days following the completion of each cellular service and equipment quarter, the Contractor should submit to ITS a Sales Report identifying all cellular service and equipment sales made to government entities. Upon receipt of the report, **ITS** will review the report and assess a one percent (1%) Cellular Contract Administrative Fee based on the total amount of sales in accordance with Mississippi Code Section 25-53-29 (4).
- 15.1.3 The Cellular Contract Administrative Fee is used by the State to defray the costs associated with soliciting, awarding, and administering the cellular contract(s), and is referenced in the Master Agreement(s) for Cellular Service and Equipment.

15.1.4 Payment of the Cellular Contract Administrative Fee is the responsibility of the Contractor. This fee will not be charged directly to the customer in the form of a separate line item.

15.2 Fee Amount

15.2.1 Unless defined differently within the Master Agreement, the Cellular Contract Administrative Fee shall be one percent (1%) of quarterly receipts under the active Master Agreement.

15.3 Method of Assessment

15.3.1 At the completion of each quarter, the Contractor reviews all billing in preparation for submission of the Marketing/Sales report.

15.3.2 The Contractor identifies all sales receipts transacted by customers using the Master Cellular Voice and Data Services and Equipment Agreement as the procurement instrument.

15.3.3 After receiving the Contractor's Marketing/Sales report, ITS will review said report and assess the one percent (1%) Cellular Contract Administrative Fee based on the total amount of sales listed in the report.

15.4 Submission Schedule

15.4.1 Within fifteen (15) days following the end of the quarter, the Contractor must submit their Sales Report to ITS.

15.4.2 Contractors will be invoiced by the end of the month following the Cellular Contract Quarter with payment of the Cellular Contract Administrative Fee due by the last day of the following month.

Listed below is a sample of a Cellular Contract Administrative Fee Submission Schedule:

- **Cellular Contract Quarter 1** (July 1<sup>st</sup> - September 30<sup>th</sup>)  
Sales Report due by October 15<sup>th</sup>  
Invoice received from ITS by November 1<sup>st</sup>  
Fee Payment due by November 30<sup>th</sup>
- **Cellular Contract Quarter 2** (October 1<sup>st</sup> - December 31<sup>th</sup>)  
Sales Report due by January 15<sup>th</sup>  
Invoice received from ITS by February 1<sup>st</sup>  
Fee Payment due by February 28<sup>th</sup>
- **Cellular Contract Quarter 3** (January 1<sup>st</sup> - March 31<sup>th</sup>)  
Sales Report due by April 15<sup>th</sup>  
Invoice received from ITS by May 1<sup>st</sup>  
Fee Payment due by May 31<sup>th</sup>

- **Cellular Contract Quarter 4** (April 1<sup>st</sup> - June 30<sup>th</sup>)  
Sales Report due by July 15<sup>th</sup>  
Invoice received from ITS by August 1<sup>st</sup>  
Fee Payment due by August 31<sup>th</sup>

## 15.5 Contractor Penalties

- 15.5.1 Contractor's failure to submit a Sales Report within three (3) working days after the due date may result in a suspension from the Cellular Contract. Contractor is subject to reinstatement after sending in the delinquent report and making payment for the quarterly administrative fees.
- 15.5.2 Contractor's failure to submit payment on the cellular contract quarterly administrative fees by the due date will result in an immediate suspension until all outstanding fees are paid in full. Contractor is subject to reinstatement after all delinquent fees are brought current.

## 15.6 Report Format

- 15.6.1 Contractors must include the following fields in the Sales Report submitted at the completion of each Cellular Agreement quarter:

15.6.1.1 Billing Dates

15.6.1.2 Customer Name

15.6.1.3 Equipment or Service Summary

15.6.1.4 Total

- 15.6.2 The table in Exhibit B shows an example of an acceptable Sales Report.

## 15.7 Report Information

- 15.7.1 Contractors will be required to e-mail their Sales Report in Excel format. A Word or PDF file is not acceptable.
- 15.7.2 Contractors will be notified where to send the e-mail after contract execution.
- 15.7.3 Should the State make a multi-vendor award, and a Vendor has no business during a reporting period, the Contractor will submit an e-mail with "no sales" in the body. An Excel file is not necessary to report "no sales".
- 15.7.4 ITS reserves the right to request more detailed sales information on an individual basis.
- 15.7.5 ITS will compile individual reports into a Summary Sales Report. This summary report will not show individual customers, only the total sales from each Contractor broken down by customer type: Agency, IHL, Community College, K-12, Governing Authority. The summary report will

become the property of **ITS** with the right to publish, reproduce, or distribute without notification. Contractor's submission of a response to this RFP will constitute acceptance of this policy. Contractors may request a copy of this report under the **ITS** Public Records Policy and Procedures (Rule 210.2: 019-010 of the **ITS** Procurement Handbook at:

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#page=155>

15.7.6 Any requests for copies of an individual Contractor's Sales Report or any other information that is part of the Contractor's proposal will fall under **ITS'** Public Records Policy and Procedures.

## 16. **Additional Requirements**

16.1 **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.

### 16.2 Market Value Rate Adjustment

The cellular market changes rapidly. In order to maintain a competitive contract, the State will enter into a market value rate adjustment period at given intervals throughout the life of the contract. Market value rate adjustment does NOT mean Vendors may increase the cost of plans. It does mean that the State will determine if it's receiving the best pricing available at the time. These adjustment periods will occur during months 18 and 36. During month 54, the State will evaluate the contract renewal option. If the renewal option is selected, during month 78, the State will evaluate the contract for a final renewal period. The State and Vendor will work together to ensure the State is getting the most advantageous rates available. In addition to market value rate adjustment, the awarded Vendor will be allowed to modify its equipment and accessories offerings. Any new offerings must be approved by **ITS**.

### 16.3 Contract Transition

In the event services end by either contract expiration or termination, it shall be incumbent upon the Vendor to continue services, if requested by the Executive Director of **ITS**, until new services can be completely implemented and operational. The Vendor acknowledges his responsibility to cooperate fully with the replacement Vendor and the State to ensure a smooth and timely transition. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The Vendor will be reimbursed for services during the transitional period at the rate in effect with the State.

### 16.4 Cellular Emergency Telephone Number 911

16.4.1 Cellular providers are required by the Federal Communications Commission (FCC) to provide wireless enhanced 911 (E911) service in the form of automatic location identification (ALI) and automatic number

identification (ANI) pursuant to the terms and conditions set forth in an order issued by the FCC. Vendors' equipment and services must also have the capability to dial \*HP (\*47) at no charge.

16.4.2 Vendors must detail their progress in recognizing the location of the cellular unit and directing the caller to the appropriate 911 dispatch based on that location rather than the home area code and local exchange of the cellular subscriber. (e.g., a subscriber with a Jackson, Mississippi number who is located in Brandon, Mississippi should reach the Brandon/Rankin County Emergency Dispatch when dialing 911 rather than the Jackson/Hinds County Emergency Dispatch.)

## 16.5 Vendor Web Page Requirements

16.5.1 Within 30 days of contract award, the Vendor shall design and build a web page accessible via the Internet for the entities using the resulting contract. The page will be for the use of State agencies and entities authorized to use the resulting agreement. The web page shall be maintained and appropriately updated by the Vendor at no additional cost to the State. The web site will only be designed and activated following consultation and approval by the ITS. The web page shall include but not be limited to the following information:

- 16.5.1.1 All contractually approved service options and/or call plans and pricing for each
- 16.5.1.2 Ordering information and procedures (see also item 8)
- 16.5.1.3 Procedures the entity shall follow to request a replacement phone or cancel the service
- 16.5.1.4 A list of compatible phones, tablets, smart phones, and data devices available under the contract including a full technical description and features, with web links to the manufacturer's web page if appropriate
- 16.5.1.5 Graphical images of the applicable wireless usable coverage maps
- 16.5.1.6 A listing of all counties in which cellular voice plans are available, indicating percentage of usable coverage for each county
- 16.5.1.7 A listing of all counties in which cellular data plans are available indicating percentage of usable coverage for each county
- 16.5.1.8 Provide a procedure for the entity to download all applicable software/firmware to keep the phone/data device updated; include complete instructions

- 16.5.1.9 Provide all point-of-contact information for the account team
  - 16.5.1.10 Provide trouble shooting procedures and a Frequently Asked Question (FAQ) section
  - 16.5.1.11 Provide current status of the wireless network including a posted notice of any current or planned outages
  - 16.5.1.12 Other as required by ITS
- 16.5.2 Favorable consideration will be given to Vendors who provide agencies and entities the ability to create, edit, and manage all lines of service including user name, department code, device changes/upgrades, suspensions (such as vacation or extended leave), ICCID (SIM) changes. Vendors must list in this item the abilities provided to users of the website.
- 16.5.3 Vendor shall provide instructions, both pre-recorded and printed, on the use of the services.
- 16.5.4 Vendor shall identify/flag all State accounts (including entities using the awarded contract) as "Government Accounts" for which service will not be interrupted due to outstanding balances, disputed amounts owed, or late payment due. (See also item 7.8 in section IV: Legal and Contractual Information and Article 9 of sample contract in Exhibit A.)
- 16.5.5 All equipment must be new and be FCC registered.
- 16.5.6 All products must be deliver FOB destination to any location within the geographic boundaries of the state with all transportation charges prepaid and included in proposal price. Destination is point of use.
- 16.5.7 As an attachment to the Vendor's response, Vendor shall include a list of service centers and customer support centers that may be used by the State and other entities utilizing the resulting contract. Vendor shall indicate type of services available at each location.
- 16.6 Over the life of the existing contract, the State has experienced issues with in-building coverage, often based on the type structure. The current provider has installed at no cost to the State cellular repeaters (also known as BDA) to enhance or provide in-building coverage where it did not exist prior to the installation. The awarded Vendor(s) will be expected to support in-building coverage with cellular repeaters or Small Cell Technologies (also known as BDB) as needed.
- 16.6.1 Favorable consideration will be given to Vendors who provide these repeaters at no cost to the State. However, should vendor provide these repeaters at a cost, that cost must be clearly detailed in Section VIII, Cost Summary.

## 17. Implementation Plan

- 17.1 Should the State make a multi-vendor award, **ITS** will develop an instruction of use document for State agencies and eligible entities regarding utilization of the resulting contracts. The State will also work with all awarded Vendors regarding implementation plans.
- 17.2 Should the State make a single award, **ITS** expects the implementation to be phased.
  - 17.2.1 During the first sixty (60) days following the execution of the contract, the Vendor will work with **ITS** staff to develop the plan for the State agencies.
  - 17.2.2 Beginning July 1, 2016, the Vendor will work with **ITS** staff to transition existing customers to the new contract.
  - 17.2.3 Vendors shall submit a project plan for implementing this contract. The plan should be written in business days, not calendar days. It shall include who will be responsible for each task or function, listing account team members where appropriate. Client responsibilities must also be included.
  - 17.2.4 Vendors must remember that Governing Authorities are not required to use the Master Cellular Voice and Data Services and Equipment Agreement and as such may use public purchasing law to procure cellular service. They are, however, strongly encouraged to use the Agreement(s) as it benefits that State as a whole.

**18. Other Vendor Provided Services**

- 18.1 The State is interested in other services provided by the Vendor. However, in considering the “Internet of Things”, the State must consider other agreements in place or services that may require a specialized procurement. Inclusion of a service in Vendors’ responses (including those listed in 18.2 below) does not guarantee said services will be part of the resulting contract.
- 18.2 Vendor should provide other services available through the cellular contract, including but not limited to:
  - 18.2.1 Fleet tracking
  - 18.2.2 Asset control/tracking
  - 18.2.3 Body cameras
  - 18.2.4 Safe campus initiatives
  - 18.2.5 Blast text message service
  - 18.2.6 Bring Your Own Device (BYOD)
  - 18.2.7 Signage

18.2.8 Car Cameras/Dash Cameras

18.2.9 Mobile Device Management

19. **Scoring Methodology**

19.1 An Evaluation Team composed of a representative of the governing authorities, representatives from several State agencies and ITS staff will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals.

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

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

19.1.3 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.

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

Category	Possible Points
Non-Cost Categories:	
Account Team	10
Technical Specifications	10
Warranty/Maintenance	5
Billing/Call Detail/Reporting	5
Fraudulent Calls/Fees	5
Additional Requirements	10
Implementation Plan	5
Other Vendor Provided Services	10
Total Non-Cost Points	60
Cost	40
Total Base Points	100
Value Add	5
<b>Maximum Possible Points</b>	<b>105</b>

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

19.2.1 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.

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

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

<b>Non-Cost Categories</b>	<b>Possible Points</b>
Account Team	10
Technical Specifications	10
Warranty/Maintenance	5
Billing/Call Detail/Reporting	5
Fraudulent Calls/Fees	5
Additional Requirements	10
Implementation Plan	5
Other Vendor Provided Services	10
<b>Maximum Possible Points</b>	<b>60</b>

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

19.2.2.3 **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 ‘Account Team’ 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.

19.2.2.4 Vendors who fail to meet non-cost score of 43.2 may be eliminated from further consideration at the sole discretion of the State.

19.3 Stage 3 – Cost Evaluation

19.3.1 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

19.3.2 Cost categories and maximum point values are as follows:

<b>Cost Category</b>	<b>Possible Points</b>
Lifecycle Cost	40
<b>Maximum Possible Points</b>	<b>40</b>

19.4 Stage 4 – Selection of the successful Vendor

19.4.1 Clarifications

19.4.1.1 At the discretion of the State, evaluators may request via memorandum clarification from any and all Vendors for the purpose of system overview and/or clarification or amplification of information presented in any part of the proposal.

19.4.1.2 If requested, Vendors must respond in writing within the stated period of time.

19.5 Final Quantitative Evaluation - Following any requested clarification, 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. Vendors may modify the tables below but must remember that **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.**

**Voice Services, Features, and Fees:**

DESCRIPTION	PER MINUTE COST	MONTHLY CHARGE	PER CALL COST	ONE TIME CHARGE	OVERAGE PER MINUTE/MESSAGE

**Phone Insurance:**

DESCRIPTION	MONTHLY CHARGE	DEDUCTIBLE

**Data Services/Products:**

DESCRIPTION	MONTHLY CHARGE	ONE TIME CHARGE

## 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 **five (5)** references consisting of Vendor accounts that the State may contact. Required information includes customer contact name, address, telephone number, email address, and engagement starting and ending dates. Forms for providing reference information are included later in this RFP section. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession.
- 1.2 Any of the following may subject the Vendor's proposal to being rated unfavorably relative to these criteria or removed from further consideration, at the State's sole discretion:
  - 1.2.1 Failure to provide reference information in the manner described;
  - 1.2.2 Inability of the State to substantiate minimum experience or other requirements from the references provided;
  - 1.2.3 Non-responsiveness of references to the State's attempts to contact them; or
  - 1.2.4 Unfavorable references that raise serious concerns about material risks to the State in contracting with the Vendor for the proposed products or services.
- 1.3 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
  - 1.3.1 The reference installation must be for a project similar in scope and size to the project for which this RFP is issued;
  - 1.3.2 The reference installation must have been operational for at least six (6) months.
- 1.4 The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, including the procuring agency and/or other agencies or institutions of the State, even if that customer is not included in the Vendor's list of references, and to utilize such information in the evaluation of the Vendor's proposal.
- 1.5 Unless otherwise indicated in the Scoring Methodology in Section VII, reference information available to the State will be used as follows:

- 1.5.1 As documentation supporting mandatory experience requirements for companies, products, and/or individuals, as required in this RFP;
- 1.5.2 To confirm the capabilities and quality of a Vendor, product, or individual for the proposal deemed lowest and best, prior to finalizing the award.
- 1.6 The State reserves the right to forego reference checking when, at the State's sole discretion, the evaluation team determines that the capabilities of the recommended Vendor are known to the State.

## 2. **Subcontractors**

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

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

**REFERENCE FORM**

**Complete five (5) Reference Forms.**

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

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

**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 42030**  
**MASTER CELLULAR VOICE AND DATA SERVICE AND EQUIPMENT AGREEMENT**  
**BETWEEN**  
**INSERT VENDOR NAME**  
**AND**  
**MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES**  
**AS CONTRACTING AGENT FOR THE**  
**AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI**

This Master Cellular Voice and Data Service and Equipment Agreement (hereinafter referred to as "Master Agreement") is entered into by and between INSERT VENDOR NAME, a INSERT STATE OF INCORPORATION corporation having its principal offices at INSERT VENDOR STREET ADDRESS (hereinafter referred to as "Contractor") and the 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 governmental agencies, educational institutions and governing authorities of the State of Mississippi (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively referred to herein as "State".

**WHEREAS**, ITS, pursuant to Request for Proposals No. 3820, requested proposals for the acquisition of master agreements containing the terms and conditions which will govern any orders placed by ITS or other designated entities during the term of this Master Agreement for cellular voice and data service (collectively referred to as "Services") and equipment which will be administered by ITS; and

**WHEREAS**, the Contractor was a successful proposer in an open, fair and competitive procurement process to provide the above-mentioned services;

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

**ARTICLE 1 TERM OF AGREEMENT AND MARKET VALUE RATE ADJUSTMENT**

**1.1** Unless this Master Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Master Agreement shall become effective on July 1, 2016 (the "Effective Date") and shall continue in effect through the close of business on June 30, 2021. At the end of the initial term, this Master Agreement may, upon the written agreement of the parties, be renewed for two (2) additional two (2) year terms. Sixty (60) days prior to the expiration of the initial term or any renewal term of this Master Agreement, Contractor shall notify ITS in writing of the impending expiration and thereafter ITS shall notify the Contractor of its intent to either renew or cancel the Master Agreement.

**1.2** The parties agree that market value rate adjustment will be conducted during months eighteen (18) and thirty-six (36) of the Master Agreement, with the pricing firm and not subject to being increased during any such eighteen (18) month period of the Master Agreement. It is understood that if after good faith negotiations during any cycle of market value rate adjustment, the parties are unable to agree on the pricing, ITS may, in its sole discretion, elect to terminate this Master Agreement in whole or in part pursuant to Article 18 herein.

## **ARTICLE 2 MODIFICATION OR RENEGOTIATION**

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

## **ARTICLE 3 INCLUDED PARTIES**

Contractor will accept orders pursuant to Article 4.2 herein, and furnish the Services and equipment under this Master Agreement to any governmental agency, educational institution or governing authority within Mississippi, at the prices specified in Contractor's Proposal in response to RFP No. 3820.

## **ARTICLE 4 ORDERS**

**4.1** The State does not make any guarantees as to volume of minutes used or dollars to be spent under this Master Agreement.

**4.2** When a state agency or university decides to procure any Services or equipment from Contractor, the state agency shall notify ITS who shall contact the Contractor to request the particular Services and equipment to be procured. The Contractor shall not accept any Service orders directly from a state agency or university unless authorized by ITS. Other entities (e.g., community colleges, public libraries, K-12 schools, cities, counties, and local law enforcement) may place orders directly with the Contractor. Contractor agrees to provide to ITS, at no additional charge, semi-annual reports for these non-state entities placing orders directly with the Contractor, with such reports listing the user name and access number, total minutes of use, total cost for such users, and any other information as may be mutually agreed upon by ITS and the Contractor.

**4.3** The terms and conditions of this Master Agreement shall apply to all orders for Services and equipment whether procured directly from Contractor or through ITS. The terms and conditions of this Master Agreement shall supersede any conflicting terms and conditions set forth in any document provided by Contractor. The parties agree that the State has the right to adjust the quantities of Services and equipment procured based upon the availability of funding or as determined necessary by the State.

**4.4** Contractor shall post a catalog of cellular telephones and accessories to the website, which catalog may be updated semi-annually by the Contractor. The Contractor acknowledges that while the discounts specified in their Proposal in response to RFP No. 3820 may be increased, they may not be decreased during the term of this Master Agreement.

**4.5** Contractor may cancel an order if Contractor reasonably believes that the product ordered is no longer available or is not available in sufficient quantities. If a product is no longer available or is available in insufficient quantities, Contractor will notify the Subscriber and the Subscriber may either modify or cancel that order. If the Subscriber agrees, the Contractor may provide a substitute product.

**4.6** Contractor represents and warrants that all of the prices, discounts, terms, warranties and benefits granted by Contractor to the State under this Master Agreement are comparable to or better than the prices, discounts, terms, warranties and benefits that, as of the Effective Date of this Master Agreement, Contractor has extended to any other purchaser of the Products and

services. If Contractor should enter into any agreement with another purchaser under which such purchaser is afforded more favorable prices, discounts, terms, warranties and benefits, then Contractor agrees to amend this Master Agreement, retroactively to the Effective Date hereof, so as to extend such favorable prices, discounts, terms, warranties and benefits to the State.

## **ARTICLE 5 SCOPE OF SERVICES AND COVERAGE AREA**

**5.1** Contractor agrees to provide the cellular voice and data Services and equipment for the State of Mississippi as specified in Section VII of RFP No. 3820 and Contractor's Proposal, as accepted by ITS, in response thereto, and at the prices specified therein.

**5.2** Contractor agrees that it will provide the cellular coverage indicated in the map attached hereto as Exhibit A and incorporated herein by reference. Contractor further agrees to update this map from time to time as significant changes in cellular coverage occur. The home service area is defined as the State of Mississippi.

## **ARTICLE 6 RESPONSIBILITIES OF CONTRACTOR**

Contractor represents and warrants as follows:

**6.1** Contractor shall provide the cellular voice and data Services and equipment as specified in Section VII of RFP No. 3820.

**6.2** Contractor shall participate in the Department of Homeland Security's Wireless Priority Service ("WPS") and provide priority access to a certain number of cellular telephones within agencies or entities. It is understood that based upon the disaster or emergency, the agencies or entities include, but are not limited to, law enforcement (both state and local), Governor's Office, MDEQ, MDOT, MEMA, Mississippi Department of Health, and other first responders.

**6.3** Contractor shall provide cellular tower on wheels ("COWS") for emergency situations as specified in its Proposal in response to RFP No. 3820.

**6.4** Contractor agrees to provide a minimum of INSERT # active cellular telephones for use by various eligible agencies during natural disasters and/or periods of emergency, as declared by State and local emergency preparedness agencies. The telephones provided hereunder shall be returned to the Contractor at termination of the emergency period in good working condition, ordinary wear and tear excepted, or the State may elect to retain such telephones and add them to the selected plan.

**6.5** Contractor shall provide, at no additional cost, a new basic cellular telephone for each cellular number activated on the State's cellular plan. If a push-to-talk ("PTT") standalone plan is elected, Contractor shall provide, at no additional cost, a new basic PTT telephone. Contractor shall also supply the appropriate owner's manual for each cellular telephone or PTT phone issued by Contractor hereunder. Remanufactured hardware will not be accepted.

**6.6** Upon request, Contractor shall provide cell phone number portability as required by the FCC.

**6.7** Contractor shall activate, terminate, or suspend service on existing equipment and complete requested plan changes within twenty-four (24) hours of notification by the approved agency or entity contact.

**6.8** In the event a free telephone is lost or stolen, the Contractor shall replace it at no cost for one (1) time only. Any subsequent losses will be replaced at a cost not to exceed \$100.00.

**6.9** Contractor shall notify ITS at least five (5) business days in advance of any planned service outages and/or scheduled maintenance. Contractor shall notify the ITS Network Operations Center by dialing (601) 359-1405. This notification shall include impacted coverage areas and an estimated duration of the outage. For each twenty-four (24) outage period, the Contractor shall pro-rate the bill for a full day of service for each impacted subscriber.

**6.10** Regardless of the plan implemented, the following shall apply: (a) There shall be no roaming charges within the State of Mississippi; (b) Nationwide long distance shall be provided at no additional cost; and (c) There shall be no charges for unanswered calls.

**6.11** Contractor understands and agrees that the State of Mississippi shall bear no responsibility for fraudulent calls, including but not limited to, number theft via "cloning". Fraudulent calls shall be the sole responsibility of the Contractor.

**6.12** Contractor shall provide any necessary services, maintenance, repairs and/or replacement of cellular telephones, adapters, and other accessories for the duration of this Master Agreement, including but not limited to the following: (a) maintaining a stock of cellular equipment necessary to support the requirements of this Master Agreement such that all orders for Service and equipment can be filled within twenty-four (24) hours of receipt of an order; (b) providing adequate after sales support and consultation staff to make recommendations on equipment, rate plans, usage, etc. as necessary to support the requirements of this Master Agreement; (c) maintaining the account team as specified in RFP No. 3820 in Mississippi to support the needs of the subscribers hereunder; (d) providing instruction, both pre-recorded and printed, on the use of its service, and (e) maintaining service levels and quality, to industry standards, so as to minimize impaired service, low transmission, transmission interference, and similar deficiencies.

## **ARTICLE 7 DELIVERY, RISK OF LOSS, ACCEPTANCE, AND TITLE**

**7.1** Contractor shall deliver the cellular telephones to the location specified by the Customer and pursuant to the delivery schedule mutually agreed to by the parties.

**7.2** Contractor shall assume and shall bear the entire risk of loss and damage to the cellular telephones and accessories from any cause whatsoever while in transit and at all times throughout its possession thereof.

**7.3** Contractor shall provide each subscriber a thirty (30) calendar day acceptance period to test coverage and to test the cellular telephones and accessories, commencing at the later date of either service activation or equipment receipt. During this acceptance period the subscriber shall have an opportunity to evaluate and test the cellular telephones to confirm that they perform without any material defects and perform pursuant to the specifications set forth in RFP No. 3820 and Contractor's Proposal in response thereto.

**7.4** In the event the cellular telephone fails to perform as stated in Article 7.3 herein, the subscriber shall notify Contractor who shall, within four (4) working days, either correct the defects identified by the subscriber or replace the defective telephone/accessory. If Contractor

is unable to correct the defects or replace the defective telephone/accessory, or if coverage is not acceptable (e.g., consistently dropped calls, poor signal strength, call quality, etc.), the subscriber may, without incurring activation charges or termination penalties, cancel service and return the telephone/accessory to Contractor.

**7.5** Title to the cellular telephones and accessories provided under this Master Agreement shall pass to the Customer upon its acceptance of same.

## **ARTICLE 8 SERVICE LEVEL AGREEMENTS**

The Contractor must meet or exceed the following performance measures:

(A) Less than two percent (2%) voice call blocks: If the percentage of calls blocked exceeds 2%, then the total percentage of calls blocked (including the 2%) shall result in the Contractor making an equal percentage reduction of the Customer's bill for the month, regardless of the plan. A call is defined to be blocked when a user is unable to initiate a call due to network congestion or other capacity shortcomings.

(B) Less than two percent (2%) voice call drops: If the average for the wireless voice drops for the Contractor's network is 2% or more during any month, then the Customer may be eligible for a service credit of ten percent (10%) of the monthly recurring charge for the wireless services. A call is defined to be dropped when a user experiences an abnormal call release without either side manually ending the call within the Contractor's coverage area.

(C) Ninety-eight percent (98%) network availability: If the average wireless network availability for the Contractor's network during any month is less than 98%, then the Customer may be eligible for a service credit of 10% of the monthly charge for the wireless services. The availability of all network elements in the call path for wireless voice service determines the overall service availability.

## **ARTICLE 9 METHOD OF PAYMENT**

The State agrees to pay the Contractor for the services rendered at the prices set forth in the Contractor's Proposal as accepted by the State in response to RFP No. 3820. The Contractor shall submit invoices with the appropriate documentation to the State as services are rendered during the term of this Master Agreement using the processes and procedures identified by the State. The State 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 the State within forty-five (45) days of receipt of the invoice. The Contractor understands and agrees that the State is exempt from the payment of taxes in the State of Mississippi. 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 Contractor's choice. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Contractor shall remain responsible and liable for full performance.

## **ARTICLE 10 WARRANTIES**

**10.1** Contractor represents and warrants that it has the right to provide the Services and the cellular equipment provided under this Master Agreement.

**10.2** Contractor represents and warrants that all Services and cellular equipment provided by Contractor shall meet or exceed the minimum specifications set forth in RFP No. 3820 and Contractor's Proposal, as accepted by ITS, in response thereto.

**10.3** Contractor represents and warrants that the State shall acquire good and clear title to the cellular equipment purchased hereunder, free and clear of all liens and encumbrances.

**10.4** Contractor represents and warrants that each cellular product delivered shall be delivered new and not as a "used, substituted, rebuilt, refurbished or reinstalled" Product.

**10.5** Contractor represents and warrants that it has and will obtain and pass through to the State any and all warranties obtained or available from the manufacturer/licensor of the cellular product.

**10.6** Contractor represents and warrants that all cellular products provided pursuant to this Master Agreement shall, for a period of one (1) year, be free from defects in material, manufacture, design and workmanship. Contractor's obligation pursuant to this warranty shall include, but is not limited to, the repair or replacement of the product at no cost to the State. If an item must be returned to the manufacturer for warranty service or replacement during the warranty period, the Contractor shall be responsible for payment of all shipping charges and supplying the Customer with a substitute item of equipment during the time that repairs are being made.

**10.7** Contractor represents and warrants that all work performed 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 Master Agreement. For any breach of this warranty, the Contractor shall perform the services again, at no cost to the State, or if the Contractor is unable to perform the services as warranted, the Contractor shall reimburse the State the fees paid to the Contractor for the unsatisfactory services.

**10.8** If applicable under the given circumstances, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or

other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

#### **ARTICLE 11 INFRINGEMENT INDEMNIFICATION**

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

**11.2** If Contractor believes that the product is or will become the subject of an infringement claim, or in the event that use of the product is enjoined, Contractor, at its own expense, shall: (i) first procure for the State the right to continue using the product, or upon failing to procure such right; (b) modify or replace the product or components thereof with non-infringing products so it becomes non-infringing while maintaining substantially similar functionality, or upon failing to secure either such right, (c) request the State to return the infringing items to Contractor and Contractor shall refund the purchase price previously paid by the State for the products the State may no longer use. Said refund shall be paid within ten (10) working days of notice to the State to discontinue said use.

#### **ARTICLE 12 EMPLOYMENT STATUS**

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

**12.2** Contractor represents that it is qualified to perform the duties to be performed under this Master Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the required duties. Such personnel shall not be deemed in any way directly or indirectly, expressly or by implication, to be employees of Customer. Contractor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Contractor nor employees of Contractor are entitled to state retirement or leave benefits.

**12.3** Any person assigned by Contractor to perform the services hereunder shall be the employee of Contractor, who shall have the sole right to hire and discharge its employee. Customer may, however, direct Contractor to replace any of its employees under this Master Agreement.

#### **ARTICLE 13 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS**

Contractor will be responsible for the behavior of all its employees and subcontractors while on

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

#### **ARTICLE 14 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS**

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

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

**14.3** Contractor must obtain the written approval of the State before subcontracting any portion of this Master Agreement. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any additional obligation to the State. All subcontracts shall incorporate the terms of this Master Agreement and shall be subject to the terms and conditions of same and to any conditions of approval that the State may deem necessary.

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

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

#### **ARTICLE 15 AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the State to proceed under this Master Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Master Agreement. If the funds anticipated for the fulfillment of this Master Agreement are at any time, 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 the State for the payments or performance due under this Master Agreement, the Customer shall have the right to immediately terminate this Master Agreement as to itself only, without damage, penalty, cost or expense to Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Customer shall have the sole right to determine whether funds are available for the payments or performances due under this Master Agreement. In the event of such termination, Contractor shall receive just and equitable compensation for Services rendered by Contractor to Customer prior to termination.

#### **ARTICLE 16 TERMINATION**

**16.1** Notwithstanding any other provision of this Master Agreement to the contrary, this Master Agreement may be terminated as follows: (a) upon the mutual, written agreement of the parties; (b) If either ITS or the Contractor fails to comply with the terms of this Master Agreement, the non-defaulting party may terminate this Master Agreement, without the assessment of any penalties or termination charges, upon the giving of thirty (30) days written notice unless the breach is cured within said thirty (30) day period. The non-defaulting party may also pursue any remedy available to it in law or in equity; (c) ITS may terminate this Master Agreement in whole or in part without the assessment of any penalties or termination charges upon thirty (30) days written notice to the Contractor if the Contractor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, or (d) ITS may terminate this Master Agreement without the assessment of any penalties or termination charges, for any reason after giving thirty (30) days written notice specifying the effective date thereof to the Contractor. The State will be responsible for charges for Services provided prior to the date of termination.

**16.2** A non-state entity placing their order hereunder directly with the Contractor rather than coming through ITS, may terminate Contractor Services as follows: (a) upon the mutual, written agreement of the Contractor and the subscriber; (b) If either the subscriber or the Contractor fails to comply with the terms of this Master Agreement, the non-defaulting party may terminate Contractor Services, without the assessment of any penalties or termination charges, upon the giving of thirty (30) days written notice unless the breach is cured within said thirty (30) day period. The non-defaulting party may also pursue any remedy available to it in law or in equity; (c) The subscriber may terminate Contractor Services in whole or in part without the assessment of any penalties or termination charges upon thirty (30) days written notice to the Contractor if the Contractor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, or (d) the subscriber may terminate Contractor Services without the assessment of any penalties or termination charges, for any reason after giving thirty (30) days written notice specifying the effective date thereof to the Contractor. The subscriber will be responsible for charges for Services provided prior to the date of termination.

#### **ARTICLE 17 GOVERNING LAW**

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

#### **ARTICLE 18 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 Master Agreement. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

#### **ARTICLE 19 SEVERABILITY**

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

#### **ARTICLE 20 CAPTIONS**

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

#### **ARTICLE 21 HOLD HARMLESS**

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

#### **ARTICLE 22 THIRD PARTY ACTION NOTIFICATION**

Contractor shall notify the State in writing within five (5) business days of Contractor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Contractor or the State by any entity that may result in litigation related in any way to this Master Agreement and/or which may affect the Contractor's performance under this Master Agreement. Failure of the Contractor to provide such written notice to the State shall be considered a material breach of this Master Agreement and the State 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 23 AUTHORITY TO CONTRACT**

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

#### **ARTICLE 24 NOTICE**

Any notice required or permitted to be given under this Master Agreement shall be in writing and personally delivered or sent by electronic means, provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their usual business address. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Contractor's address for notice is: INSERT NAME, TITLE, AND ADDRESS OF VENDOR PERSON FOR NOTICE. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

#### **ARTICLE 25 RECORD RETENTION AND ACCESS TO RECORDS**

Contractor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Master Agreement. The Customer, ITS, any state or federal agency authorized to audit Customer, and/or any of their duly authorized representatives, shall, at their expense and upon prior reasonable written notice to Contractor, have access to any of Contractor's books, documents, papers and/or records that are pertinent to this Master Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Contractor's office as applicable where such records are kept during Contractor's normal business hours. All records relating to this Master Agreement shall be retained by Contractor for three (3) years from the date of receipt of final payment under this Master 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 26 INSURANCE**

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

#### **ARTICLE 27 DISPUTES**

Any issues or provisions of this Master Agreement in dispute between the Customer and Contractor which, in the judgment of either party may materially affect the performance of such party shall be reduced to writing and delivered to the other party. The Customer and Contractor shall promptly thereafter negotiate in good faith and use every reasonable effort to resolve such dispute in a mutually satisfactory manner. Any such dispute as to a question of fact which is not disposed of in a mutually satisfactory manner shall be submitted to and decided by the Executive Director of ITS or such person as the Executive Director may select. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed to the parties. Disagreement with such a decision by either party shall not constitute a breach under the terms of this Master Agreement. Such decision shall not be a final disposition of the matter if either party still disagrees, and such disagreeing party shall be entitled to seek such other rights and remedies it may have in law or in equity.

#### **ARTICLE 28 COMPLIANCE WITH LAWS**

**28.1** Contractor shall comply with, and all activities under this Master Agreement shall be subject to all Customer policies and procedures and all applicable federal, state and local laws,

regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Contractor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Master Agreement because of race, creed, color, sex, age, national origin or disability.

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

#### **ARTICLE 29 CONFLICT OF INTEREST**

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

#### **ARTICLE 30 SOVEREIGN IMMUNITY**

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

#### **ARTICLE 31 CONFIDENTIAL INFORMATION**

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

**31.2** The parties understand and agree that this Master Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Contractor. As such, it is understood by the Contractor that copies of this executed Master Agreement may be distributed to the governmental agencies, governing authorities, and educational institutions of the State of Mississippi on an as-needed basis for informational purposes.

#### **ARTICLE 32 EFFECT OF SIGNATURE**

Each person signing this Master Agreement represents that he or she has read this Master Agreement in its entirety, understands its terms, is duly authorized to execute this Master Agreement on behalf of the parties and agrees to be bound by the terms contained herein.

Accordingly, this Master Agreement shall not be construed or interpreted in favor of or against the State or Contractor on the basis of draftsmanship or preparation hereof.

**ARTICLE 33 SURVIVAL**

Articles 10, 11, 17, 21, 25, 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 Master Agreement.

**ARTICLE 34 ENTIRE AGREEMENT**

**34.1** This Master Agreement 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 hereto, including all terms of any unsigned or “shrink-wrap” license included in any package, media or electronic version of Contractor-furnished software, or any “click-wrap” or “browse-wrap” license presented in connection with a purchase via the internet. RFP No. 3820, and Contractor’s Proposal submitted in response thereto are hereby incorporated into and made a part of this Master Agreement as far as the individual governmental agency/institution is concerned.

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

- A. This Master Agreement signed by Contractor and ITS;
- B. Any exhibits attached to this Master Agreement;
- C. RFP No. 3820, and
- D. Contractor’s Proposal, as accepted by ITS, in response to RFP No. 3820.

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

**ARTICLE 35 DEBARMENT AND SUSPENSION CERTIFICATION**

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

contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Master Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

#### **ARTICLE 36 ADVERTISING AND NEWS RELEASES**

Contractor agrees not to refer to this Master Agreement in commercial advertising in such a manner as to state or imply that the Service provided is endorsed or preferred by the State and is considered by the State as superior to other services. The State reserves the right to review and approve any commercial advertising wherein the State's use of Contractor's Services under this Master Agreement is referenced. Further, news releases pertaining to this Master Agreement will not be made without the State's prior written approval, and then only in accordance with the explicit written instructions from the State.

#### **ARTICLE 37 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 Master 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 Master 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 Master Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

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

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

**INSERT 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**

(Map of Contractor's Cellular Coverage for Mississippi To Be Inserted Here)

**EXHIBIT B  
 SAMPLE SALES REPORT**

This report is a **sample** to convey the type of information the State expects. The examples in this report are not meant to convey an agency's or entity's participation in cellular use of any kind. All numbers in the samples are made-up and do not represent any actual or presumed usage or expenditure.

Billing Dates	Agency/Entity	Minutes of Voice Usage	Cost of Voice Usage	Cost of Voice Equipment	Data Usage	Cost of Data Plan	Cost of Data Equipment	# of Active Numbers or Devices	Total Cost
7/1/16-9/30/16	Health Dept. Hinds Community College	456,000	\$18,240.00	\$800.00	25 GB	\$5,985.00	\$1,000.00	350	\$26,025.00
7/1/16-9/30/16	JSU	1,200	\$48.00	\$125.00	30 GB	\$5,985.00	\$1,000.00	54	\$7,158.00
8/1/16-9/30/16	Grenada County Schools	8,421	\$4,029.00	0.00	120 GB	\$8,251.00	\$22,250.00	50	\$34,530.00
9/1/16-9/30/16		600	\$292.80	0.00	0 GB	0.00	0.00	61	\$292.80
<b>TOTAL FOR BILLING PERIOD</b>		<b>466,221</b>	<b>\$22,609.80</b>	<b>\$ 925.00</b>	<b>175 GB</b>	<b>\$20,221.00</b>	<b>\$24,250.00</b>	<b>515</b>	<b>\$68,005.80</b>