

ITS *Mississippi Department of Information Technology Services*

RFP No: 3721

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until May 14, 2013 @ **3:00 p.m.** Central Time for the acquisition of the products/services described below for Mississippi Department of Information Technology Services.

Audio and web-based conferencing services

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

The Vendor must submit proposals and direct inquiries to:

Kay-Lynn Meador
Information Technology Services
3771 Eastwood Drive
Jackson, MS 39211
(601) 432-8001
KayLynn.Meador@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. 3721
due May 14, 2013 @ 3:00 p.m.,
ATTENTION: Kay-Lynn Meador

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

ITS RFP Response Checklist

RFP Response Checklist: These items should be included in your response to RFP No. 3721.

- _____ 1. One clearly marked original response and four (4) 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)

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

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

Name _____ Phone # _____
Address _____ Fax # _____
_____ E-mail _____

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

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

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

State of Incorporation _____

CONFIGURATION SUMMARY

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

PROPOSAL BONDS

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.

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

- 8.1 The Vendor is required to submit one clearly marked original response and four (4) identical copy/copies of the complete proposal, including all sections and exhibits, in three-ring binders.

- 8.2 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the RFP cover page must be clearly typed and affixed to the package in a clearly visible location.
 - 8.3 Number each page of the proposal.
 - 8.4 Respond to the sections and exhibits in the same order as this RFP.
 - 8.5 Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.
 - 8.6 If the Vendor does not agree with any item in any section, then the Vendor must list the item on the *Proposal Exception Summary Form*. (See Section V for additional instructions regarding Vendor exceptions.)
 - 8.7 Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with “NOT APPLICABLE.”
 - 8.8 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
 - 8.9 When an outline point/attachment is a statement provided for the Vendor’s information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the *Submission Cover Sheet* and providing a *Proposal Exception Summary Form*.
 - 8.10 Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.
 - 8.11 The Vendor must fully respond to each requirement within the *Technical Specifications* by fully describing the manner and degree by which the proposal meets or exceeds said requirements.
9. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. **Omissions, errors, misrepresentations, or inadequate details in the Vendor’s cost proposal may be grounds for rejection of the Vendor’s proposal. Costs that are not clearly identified will be borne by the Vendor.** The Vendor must complete the *Cost Information Submission* in this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the *Cost Information Submission*.

10. **ITS** reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing **ITS** staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at the State's discretion, result in the disqualification of the Vendor's proposal.
11. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **ITS**.
12. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
 - 12.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.
 - 12.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.
 - 12.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
 - 12.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.
 - 12.5 The Vendor must submit a statement outlining the circumstances for the clarification.
 - 12.6 The Vendor must submit one clearly marked original and four (4) copies of the clarification.
 - 12.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).
13. **Communications with State**

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

answers will become addenda to this RFP, and they will be posted to the ITS web site. Vendors failing to comply with this requirement will be subject to disqualification.

- 13.1 The State's contact person for the selection process is: Kay-Lynn Meador, Technology Consultant, 3771 Eastwood Drive, Jackson, MS 39211, 601-432-8001, KayLynn.Meador@its.ms.gov.
- 13.2 Vendor may consult with State representatives as designated by the State's contact person identified in 13.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.

SECTION III VENDOR INFORMATION

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

1. **Interchangeable Designations**

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

2. **Vendor’s Responsibility to Examine RFP**

Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

3. **Proposal as Property of State**

All written proposal material becomes the property of the State of Mississippi.

4. **Written Amendment to RFP**

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

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

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

5. **Oral Communications Not Binding**

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

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

Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this

RFP. The State will not be responsible for the failure of any delivery medium for submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

7. **Evaluation Criteria**

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

8. **Multiple Awards**

ITS reserves the right to make multiple awards.

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

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

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

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

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

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

12. **Right to Request Information**

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

13. Vendor Personnel

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

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

14. Vendor Imposed Constraints

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

15. **Best and Final Offer**

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

16. **Restriction on Advertising**

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

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

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

18. **Additional Information to be Included**

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

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

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

SECTION IV LEGAL AND CONTRACTUAL INFORMATION

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

1. **Acknowledgment Precludes Later Exception**

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

2. **Failure to Respond as Prescribed**

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

3. **Contract Documents**

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

- 3.1 The Proposal Exception Summary Form as accepted by **ITS**;
- 3.2 Contracts which have been signed by the Vendor and **ITS**;
- 3.3 **ITS'** Request for Proposal, including all addenda;
- 3.4 Official written correspondence from **ITS** to the Vendor;
- 3.5 Official written correspondence from the Vendor to **ITS** when clarifying the Vendor's proposal; and
- 3.6 The Vendor's proposal response to the **ITS** RFP.

4. **Order of Precedence**

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

5. **Additional Contract Provisions**

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

6. **Contracting Agent by Law**

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

7. **Mandatory Legal Provisions**

- 7.1 The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.
- 7.2 Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.
- 7.3 The Vendor shall have no limitation on liability for claims related to the following items:
 - 7.3.1 Infringement issues;
 - 7.3.2 Bodily injury;
 - 7.3.3 Death;
 - 7.3.4 Physical damage to tangible personal and/or real property; and/or
 - 7.3.5 The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor's employees or subcontractors.
- 7.4 All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.
- 7.5 Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.
- 7.6 Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.

- 7.7 The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.
- 7.8 The State will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See Section 31-7-305 of the Mississippi Code Annotated. Seller understands and agrees that Purchaser is exempt from the payment of taxes.
- 7.9 The State shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.

8. **Approved Contract**

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

9. **Contract Validity**

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

10. **Order of Contract Execution**

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

11. Availability of Funds

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

12. CP-1 Requirement

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

13. Requirement for Electronic Payment and Invoicing

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

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

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

14. Time For Negotiations

14.1 All contractual issues must be successfully negotiated within 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. Prior to the Vendor receiving the requested policy information, the Vendor must sign and submit the non-disclosure agreement found on the ITS website, <http://www.its.ms.gov>, as follows: hover over "Services" at the top of the screen; select "Information Security", on the right hand side of the page, click on the link "Policy & Plans". The form can be found at the "Enterprise Security Policy" link under the "Third Party" heading. The complete web address is shown below:

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

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

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

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

34. **Disclosure of Proposal Information**

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

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

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

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

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

35. **Risk Factors to be Assessed**

The State will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known. The

State, at its sole discretion, may employ the following mechanisms in mitigating these risks: proposal bonding, performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. The Vendor must agree to incorporate any or all of the above terms and conditions into the customer agreement.

36. **Proposal Bond**

The Vendor must include a proposal bond in the amount of \$10,000.00 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**, to be held by their contracting agent, the Mississippi Department of Information Technology Services, and must be placed in the front of the Vendor's proposal. The submission of an acceptable security is a condition precedent to a valid proposal, and the amount of the security is not negotiable or contestable. Any proposal received without the security will be rejected and returned to the Vendor without further consideration.

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

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

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

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

The Vendor is not required to include the price of a performance bond or irrevocable bank letter of credit with its RFP proposal. The cost of the bond or letter of credit must be shown as a separate line item in the *Cost Information Submission*. The performance bond or letter of credit must be procured at the Vendor's expense prior to the execution of the contract and may be invoiced to Mississippi Department of Information Technology Services after contract initiation only if itemized in the *Cost Information Submission* and in the executed contract. **The final decision as to the requirement for a Performance Bond or Irrevocable Bank Letter of Credit will be made upon contract award and is at the State's sole discretion.**

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

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

39. **Protests**

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

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

40. **Protest Bond**

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the **ITS** Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the **ITS** Protest Procedure and Policy. The outside of the envelope must be marked "Protest" and must specify RFP number 3721.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the **ITS** Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or \$250,000.00, whichever is less. The total estimated project lifecycle cost will be the amount used by **ITS** in the computation of cost points, as the low cost in the denominator of the cost evaluation formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified

in the event that the State is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor's expense and be payable to the Mississippi Department of Information Technology Services. Prior to approval of the protest bond, **ITS** reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. The State may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of 1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the State may have at law or in equity.

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

41. **Mississippi Employment Protection Act**

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

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

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

SECTION V PROPOSAL EXCEPTIONS

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

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with “shall” or “must,” as long as the following are true:
 - 1.1 The specification is not a matter of State law;
 - 1.2 The proposal still meets the intent of the RFP;
 - 1.3 A Proposal Exception Summary Form is included with Vendor’s proposal;
and
 - 1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the Proposal Exception Summary Form.

2. The Vendor has no liability to provide items to which an exception has been taken. ITS has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and ITS will discuss each exception and take one of the following actions:
 - 2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
 - 2.2 ITS will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
 - 2.3 ITS and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
 - 2.4 None of the above actions is possible, and ITS either disqualifies the Vendor’s proposal or withdraws the award and proceeds to the next ranked Vendor.

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

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

5. The State desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the State's RFP, including the Standard Contract in Exhibit A, if included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

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

PROPOSAL EXCEPTION SUMMARY FORM

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

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

SECTION VI RFP QUESTIONNAIRE

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

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

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

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

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

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

1.4 **Vendor Self-Certification Form:** The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Vendor review the State of Mississippi Minority Vendor Self Certification Form. This information is for tracking/reporting purposes only, and will not be used in determining which Vendor will be chosen for the project. Any Vendor who can claim status as a Minority Business Enterprise or a Woman Business Enterprise in accordance with the definitions on this form and who has not previously submitted a form to the State of Mississippi should submit the completed form with the proposal. A copy of the Minority Vendor Self-Certification Form can be obtained at: http://www.mississippi.org/assets/docs/minority/minority_vendor_selfcertform.pdf. Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at minority@mississippi.org.

Minority Vendor Self-Certification Form Included: _____

Minority Vendor Self-Certification Form Previously Submitted: _____

Not claiming Minority or Women Business Enterprise Status: _____

2. **Certification of Authority to Sell**

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

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

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

- 3.1 Does there exist any possible conflict of interest in the sale of items to any institution within **ITS** jurisdiction or to any governing authority? (A yes or no answer is required.)
- 3.2 If the possibility of a conflict does exist, provide a list of those institutions and the nature of the conflict on a separate page and include it in your proposal. The Vendor may be precluded from selling to those institutions where a conflict of interest may exist.

4. **Pending Legal Actions**

- 4.1 Are there any lawsuits or other legal proceedings against the Vendor that pertain to any of the software, hardware, or other materials and/or services which are a part of the Vendor's proposal? (A yes or no answer is required.)
- 4.2 If so, provide a copy of same and state with specificity the current status of the proceedings.

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

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

6. **Order and Remit Address**

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

Order Address:

--

Remit Address (if different):

7. **Web Amendments**

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

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

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

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

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

SECTION VII TECHNICAL SPECIFICATIONS

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

- 1.1 Beginning with Item 2 of this section, label and respond to each outline point in this section as it is labeled in the RFP.
- 1.2 The Vendor must respond with “ACKNOWLEDGED,” “WILL COMPLY” or “AGREED” to each point in this section. In addition, many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the State’s sole discretion, being subject to disqualification.
- 1.3 “ACKNOWLEDGED” should be used when no vendor response or vendor compliance is required. “ACKNOWLEDGED” simply means the Vendor is confirming to the State that he read the statement. This is commonly used in the RFP sections where the agency’s current operating environment is described or where general information is being given about the project.
- 1.4 “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the vendor will adhere to the requirement. These terms are used to respond to statements that specify that a vendor or vendor’s proposed solution must comply with a specific item or must perform a certain task.
- 1.5 If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED,” then the Vendor must respond with “EXCEPTION.” (See Section V, for additional instructions regarding Vendor exceptions.)
- 1.6 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 1.7 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

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

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, at the sole discretion of the State. See Item 6.1 for mandatory requirements.

3. General Overview and Background

- 3.1 The Mississippi Department of Technology Services (**ITS**) currently provides teleconferencing services, both audio and web-based. There is currently no video component used. These services are managed by the Telecom Services Division (TSD) of ITS.
- 3.2 The teleconferencing services are currently used by state agencies through **ITS** and made available to universities, community colleges, and K-12 schools without further involvement of **ITS**. The State has found these services to be beneficial for reducing travel expenses, creating ad hoc and planned collaboration meetings, etc., while still providing an effective meeting environment.
- 3.3 The current contract will expire on June 30, 2013. Telecom Services desires to continue providing teleconferencing services and is seeking a vendor-hosted “cloud” teleconferencing service that supports voice, web-collaboration, and video capabilities for state government use. The State also desires the integration of mobile applications into the service to support collaboration outside of the traditional office space environment.
- 3.4 There is no guarantee of volume for the requested service. The following historical information is provided to demonstrate typical teleconferencing usage during the last twelve months. The information does not include usage by the public universities, community colleges, and K-12 schools that may also use this service directly.

3.5

DATE	PORTS USED	MINUTES
March 2012	517	108,452
April 2012	497	105,465
May 2012	535	113,309
June 2012	432	84,977
July 2012	637	139,204
August 2012	402	106,358
September 2012	559	115,690

DATE	PORTS USED	MINUTES
October 2012	715	143,231
November 2012	686	140,933
December 2012	703	129,572
January 2013	437	79,712
February 2013	530	118,033

3.6 Approximately 80% of all calls are audio only, while the remaining 20% include the web sharing feature. The average number of participants is 8 to 10 per call. Larger meetings may have as many as 30 participants per session.

4. Procurement Project Schedule

Task	Date
First Advertisement Date for RFP	04/16/13
Second Advertisement Date for RFP	04/23/13
Deadline for Vendor’s Written Questions	12:00 p.m. Central Time on 04/30/13
Deadline for Questions Answered and Posted to ITS Web Site	05/03/13
Open Proposals	05/14/13
Evaluation of Proposals	05/14/13 – 05/28/13
Contract Negotiation	05/28/13 – 06/10/13
Proposed Project Implementation Start-up	06/11/13
Project Go-Live Deadline	07/01/13

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 Kay-Lynn Meador at **ITS** by April 30, 2013 at 12:00 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 Kay-Lynn Meador 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 May 3, 2103.

6. Technical Requirements

6.1 **MANDATORY:** It is mandatory the Vendor propose three types of teleconferencing services:

6.1.1 Audio only

6.1.2 Combination of audio with web-based document sharing

6.1.3 Added video component for viewing presenters and video clips

6.2 Vendor must state if the proposed teleconferencing offerings are solely owned by the parent company or being offered through a third party provider. If offered through a third party provider, Vendor must identify in this item the third party provider.

6.3 Within each category, there may be various features and methods to activate the service (e.g., reservationless, operator-assisted, VoIP phone or regular TDM phone, computer, intelligent device, whiteboard sharing, etc.). If cost is associated with these features, cost must be clearly identified in Section VIII – Cost Information Submission.

6.4 All categories of teleconferencing must support in-state, out-of-state, and international participants.

6.5 The proposed service must be ADA compliant so that individuals with a disability may participate. The Vendor must describe how this functionality is accomplished.

6.6 There can be no limitation or restriction on the type of facility employed by the using entity. Facilities may include, but not be limited to:

6.6.1 Business/Residential lines

6.6.2 PBX environments

- 6.6.3 Centrex/ESSX
- 6.6.4 Voice over Internet Protocol (VoIP)
- 6.6.5 Mobile devices
- 6.7 Requirements to Establish a Teleconference
 - 6.7.1 Vendor must describe how each type (audio only, audio with web-conferencing, added video component) of teleconference is set up.
 - 6.7.2 Vendor must detail how meeting invitations are created and sent to participants.
 - 6.7.3 Vendor must detail if invitations can be customized.
 - 6.7.4 Vendor must detail if registration is done online.
 - 6.7.5 Vendor must detail if the proposed service can send e-mail reminders of an event.
 - 6.7.6 Vendor must detail if instructions on how to join a teleconference are provided automatically as part of the invitation.
 - 6.7.7 A unique moderator code must be assigned to each teleconference host with authority to establish a teleconference.
 - 6.7.8 A unique participant code must be assigned to each teleconference for participants to join the meeting.
 - 6.7.9 Host must have the ability to create an ad hoc meeting without advanced reservations.
 - 6.7.10 Host must have the ability to schedule a meeting in advance. Vendor must detail how far in advance a meeting can be scheduled.
 - 6.7.11 Favorable consideration is given to a Vendor's service that allows for individual branding by an agency or multiple departments. If multiple branding is allowed, Vendor must describe the full capabilities of this feature.
 - 6.7.12 Participants dialing into a teleconference before the host arrives must be placed on hold until the meeting begins. Music and/or an announcement must be used to tell participants that the meeting has not started.

- 6.7.13 Host must have the ability to invite other participants after a meeting has started.
- 6.8 Vendor's teleconferencing service must be available 24/7/365 days per year.
- 6.9 Teleconferencing Requirements
 - 6.9.1 The minimum number of participants will be two (2) consisting of one (1) moderator with the remaining being participants.
 - 6.9.2 Vendor must state the maximum number of participants that the service will allow to participate in an audio conference. The maximum number of participants must be at least 125, although more is desirable.
 - 6.9.3 The proposed service must allow access from multiple locations through a toll-free number or by dialing directly into the system.
 - 6.9.4 Vendor's service must have the ability to integrate TDM, VoIP, and mobile calling into the same teleconference.
 - 6.9.5 The proposed service must include the option for an "operator" assisted conference.
 - 6.9.6 The proposed service must provide to the conference host the ability to mute and un-mute participants so that the conference can be controlled.
 - 6.9.7 The conference host must have the ability to expel an attendee at any time.
- 6.10 Web Conferencing, Webinars, and/or Webcasting Technical Requirements
 - 6.10.1 **ITS** finds the above terms are used interchangeably by vendors to describe the same or essentially similar services. Vendor must be specific as to the service the Vendor is proposing.
 - 6.10.2 If Vendor offers more than one type of service with distinguishable features and functionality, then it will be necessary to separately respond to the requirements in this section for each of the services. Vendor must clearly state which service he is describing when responding to the requirements.
 - 6.10.3 The service that **ITS** is seeking must be capable of being delivered to individual desktops and telephones and/or used in a conference room with a projection system and speakerphone.

- 6.10.4 Web-based conferencing must provide for a minimum of two (2) participants to start a conference. Vendor must state if a moderator is required.
- 6.10.5 Vendor must state the maximum number of participants that the service will allow to participate in a web-based conference.
- 6.10.6 Vendor's service must have the ability to lock a teleconference so no new participants can join once the teleconference has started.
- 6.10.7 The proposed service must enable conference organizer to obtain a list of connections made to the conference both during the conference and as a post-conference report.
- 6.10.8 Vendor's service must provide support for technologies other than desktop and laptop computers. In particular, the State is interested in mobile apps that support the integration of iPhone, iPad, Android, and Blackberry devices. Vendor must detail the support for mobile technologies.
- 6.10.9 Vendor's service must have security measures in place so that task-like application sharing can occur safely.
- 6.10.10 Vendor's service must have in place security measures that will prevent hacking and the spread of viruses from the Vendor system to our network. Vendor must describe the measures and security posture in detail.
- 6.10.11 Vendor's service must be provided over the Internet by the Vendor.
- 6.10.12 Vendor's service must provide the ability to integrate with Microsoft Outlook which is the predominant e-mail and calendaring tool used by the State. Please include other e-mail and calendaring products that integrate with the service provided.
- 6.10.13 Vendor's service must support multiple Operating System platform browsers including but not limited to Internet Explorer (IE), Firefox, Safari, etc. Vendor must state the minimum version of each browser supported.
- 6.10.14 Vendor must identify the minimum Operating System (OS) required to support the service.
- 6.10.15 Vendor's service must not require user to download a large client to operate system.

- 6.10.16 Vendor's service must work with a small client or no client at all.
- 6.10.17 Vendor must identify any necessary software plug-ins required for operation.
- 6.10.18 Vendor must state whether Administrative Privilege on the desktop is required for download/installation of plug-in.
- 6.10.19 Vendor's service must provide the ability to easily scale from one to 125 meeting attendees without any major intervention.
- 6.10.20 Vendor's service must provide the ability for host to easily pass control to attendees allowing them to share their screens and vice-versa.
- 6.10.21 Vendor's service must provide the ability for several participants to be host of a single conference and to share presentation rights.
- 6.10.22 Vendor's service must take advantage and maximize the use of available bandwidth.
- 6.10.23 Vendor's package must provide fast refresh rates. Describe how this refresh is accomplished.
- 6.10.24 Vendor's service must have the ability to stream videos during live sessions.
- 6.10.25 Vendor's service must have the ability to record both audio and web portions of live events.
- 6.10.26 Vendor's service must have the ability to archive recordings for future access.
- 6.10.27 Vendor's service must provide a way to track who has accessed the recordings.
- 6.10.28 Vendor's service must provide an archives database that is available for individual departments to export their presentations into a standard playback format.
- 6.11 Presentation, Desktop Sharing, Collaboration, Video Webcam and other tools
 - 6.11.1 At a minimum, the Vendor service must support PowerPoint for online presentations.
 - 6.11.2 Vendor must identify other types of presentation software packages that are supported.

- 6.11.3 Vendor must describe if the presentation software can be run locally on the meeting organizer's computer.
 - 6.11.3.1 Vendor must describe what requirements specific to the Vendor's system are required to enable the use of presentation software.
- 6.11.4 Vendor must describe the capability to share desktop and local applications during a teleconference.
 - 6.11.4.1 Vendor must detail if there are limitations on applications that can be shared.
 - 6.11.4.2 Vendor must detail if the desktop appearance can be controlled locally.
 - 6.11.4.3 Vendor must detail if some but not all of a desktop can be designated as shared, hiding other applications and pop-ups.
- 6.11.5 Vendor must detail if a webcam is supported without sharing the webcam applications.
 - 6.11.5.1 Vendor must detail which webcams and applications are supported.
 - 6.11.5.2 Vendor must indicate how many video images can be viewed on the user's screen at one time. The viewer must have the option to reduce or increase the number of video images on the user's screen.
 - 6.11.5.3 Vendor's service must support the ability to automatically switch the video to the person presenting or speaking during a presentation.
 - 6.11.5.4 Vendor's service must have the ability for a user to block or suspend his video from being presented to other participants.
- 6.11.6 Vendor must detail how participants get the attention of the presenter if there is a question.
 - 6.11.6.1 Vendor must detail if text messages can be sent to selected attendees or to all attendees.

- 6.11.6.2 Vendor must detail if individuals can send a text message to host or other participants without showing message to all.
- 6.11.6.3 Vendor must detail if the moderator can block chatting during a teleconference.
- 6.11.7 The Vendor's service must support polling or voting.
 - 6.11.7.1 Vendor must detail how polling questions are created i.e., in advance, ad hoc, or both.
 - 6.11.7.2 Vendor must detail how results are displayed.
 - 6.11.7.3 Vendor must detail the formats that poll results are saved.
- 6.11.8 Vendor must describe the ability to use annotation or whiteboard features for group collaboration.
- 6.11.9 Vendor must detail how the proposed system enables/allows break out sub-groups with their own whiteboard.
- 6.11.10 Vendor must detail how the moderator can take control of selected attendee's computer.
 - 6.11.10.1 Vendor must detail how the moderator gives control of his/her computer to an attendee.
 - 6.11.10.2 Vendor must detail if the proposed service uses Outlook or other e-mail contact list to generate invitations.
- 6.11.11 Vendor must detail if the proposed service supports follow-up surveys for participants. If so, state how this follow-up is accomplished.
- 6.11.12 Vendor must detail what types of post conference usage reports are available.
- 6.12 Web Base Virtual Training Capabilities
 - 6.12.1 The proposed system must provide the ability to be used as a training instrument and allow a host/leader/instructor to present materials in an instructional environment.

- 6.12.2 The system must provide the ability to breakout groups into separate workgroups and allow the host/instructor to bring them back into a single group.
- 6.12.3 The system must take advantage and provide access to tools that provide blackboard/whiteboard capabilities.
- 6.12.4 The system must allow the host/leader/instructor to webcam/video view not only the trainer but multiple participants on the screen. Vendor must state the maximum number of windows that can be open on the screen for the purpose of seeing or focusing on participants.
- 6.12.5 The system must allow host/leader/instructor to either import or create on-the-fly quizzes.

7. **Administrative and Management Requirements**

7.1 Customer Service Representative Interface

- 7.1.1 The Telecom Services Division provides and manages access to the teleconferencing service. These responsibilities include setting up agency moderators within each agency, managing payments, and rebilling agencies for their perspective usage.
- 7.1.2 Management capabilities must be Internet based.
- 7.1.3 The system must allow for the provisioning of accounts to individuals that use the service.
- 7.1.4 The system must operate as an online portal that limits access based on strict security rules.
- 7.1.5 The system must allow for the identification of moderators and must allow for the specific selection of participants based on security rules or through their phone numbers.
- 7.1.6 The system must allow the customer service representatives access to all the administrative capabilities of the system.
- 7.1.7 Vendor must explain in detail how this portal or interface will allow **ITS** to provide better customer service to its clients.
- 7.1.8 The system must provide the ability for users to self-register to the Web Conferencing service.

- 7.1.9 The system must allow users to get Monthly Usage Reports by users, departments and/or cost centers.
 - 7.1.10 The ability for the automated password reset for authorized users via a self-service web page must be provided.
 - 7.1.11 Vendor must state whether the system can integrate with Active Directory or LDAP. Vendor must provide a detailed explanation of how the system accomplishes the integration.
- 7.2 Fraudulent Calls
- 7.2.1 The state of Mississippi will bear no responsibility for fraudulent calls. Fraudulent calls will be the sole responsibility of Vendor.
 - 7.2.2 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.
 - 7.2.3 If security violations occur, Vendor agrees to investigate and to determine the responsible parties for any unauthorized use of long distance 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.
 - 7.2.4 The State will deduct from its Vendor bill (invoice) any cost associated with fraudulent calls. Vendor will give credit on invoice within 60 days from notification (either oral or written).
 - 7.2.5 Other parameters, such as excessive length of calls, may be established after contract award.
 - 7.2.6 Vendor will immediately notify **ITS** Telecom Services Division if fraud is suspected.
 - 7.2.7 If fraud is detected outside the normal business hours, Vendor will:
 - 7.2.7.1 Notify on-call representative
 - 7.2.7.2 Page designated State personnel
 - 7.2.8 An appropriate list of TSD contacts will be provided to the awarded Vendor.
- 7.3 Billing

- 7.3.1 With the exception of universities, community/junior colleges, and K12 schools, the bill for entities using the resulting conferencing service contract will be rendered to **ITS** Telecom Services Division, on a single account.
- 7.3.2 The preferred bill cycle will be from the first day of the month through the last day of the month.
- 7.3.3 All billing and usage detail must be delivered to **ITS** by the 10th of each month for usage during the prior month.
 - 7.3.3.1 Vendors who cannot guarantee delivery of this data by the 10th of each month must state the day of the month to which they are willing to contractually commit.
 - 7.3.3.2 Failure to provide this data by the commitment date will result in a \$50 per day penalty until data is delivered. The total credit for failure to deliver this data will not exceed the total amount of the monthly bill received.
- 7.3.4 Undisputed invoices submitted to the State for payment will be paid forty-five (45) days after receipt of said invoices.
- 7.3.5 One (1) bill cycle will be allowed to confirm any disputed calls as billable and re-billed by Vendor. Vendor must provide detail information as to the methodology and processes used to resolve billing discrepancies or disputes.
- 7.3.6 Each entity using the conferencing services will be assigned one or more conferencing identifications.
- 7.3.7 Each entity will be identifiable on the invoice/bill by a unique identifier, such a conference room number, accounts and sub-accounts.
- 7.3.8 Billing detail must be delivered in an electronic format, such as a CD-Rom, a file delivered via email, or a web-based access.
 - 7.3.8.1 Vendor must provide in the proposal information record layouts and description of elements provided in the electronic format.
 - 7.3.8.2 The current file layout used by the Telecom Services Division to rebill agency customers is found in Exhibit "B". The awarded Vendor must provide a similar data record layout structure for the purpose of billing.

- 7.3.9 Billing Detail must provide Monthly Summary Information for each entity.
- 7.3.10 Billing detail will include, at a minimum:
 - 7.3.10.1 Date
 - 7.3.10.2 Time
 - 7.3.10.3 Duration
 - 7.3.10.4 Origination
 - 7.3.10.5 Circuit Identification
 - 7.3.10.6 Conference Room Number (or equivalent)
 - 7.3.10.7 Personal Identification Number (PIN)/Password
- 7.3.11 Vendor must state any PC requirements to operate or view the billing data, such as minimum of a Pentium processor. Any failure to do so that results in **ITS** not being able to load or operate the data will result in Vendor providing a PC which will run the billing software at no additional charge to the State or **ITS**.
- 7.3.12 Vendor must detail how calls are billed based on actual time. For example, is a call lasting 5 minutes and 10 seconds billed at actual time; rounded up to six minutes; or rounded up to five minutes and thirty seconds? This information must be provided for each category of call.

8. **Installation and Access to the Service**

- 8.1 The awarded Vendor will be responsible for the complete engineering of the network service and access required for conferencing services, and the installation thereof, including any hardware or software as called for in these specifications.
- 8.2 If the selected Vendor is not the incumbent and migration services are required, the winning Vendor must commit to working with the State and the current vendor to plan migration with minimal impact to the State. The Vendor shall include in the response to this RFP a work plan and timetable for transition. This work plan and its required implementation must be completed before the State's access to current vendor services is terminated. Any costs associated with these services must be included in the cost summary for this section.

9. Training and Support

- 9.1 Vendor must describe how the account will be staffed. The State finds it advantageous to have a dedicated account manager for a single point of contact to assist with the overall management of the contract and any operational issues that may occur.
- 9.2 Vendor must propose training services for the customer service representatives of the Telecom Services Division.
- 9.3 The Vendor must supply all course materials to include manuals and texts necessary for training. Attendees shall retain the course materials upon completion of training. Training material should be accessible and printable from an online source.
- 9.4 The Vendor must discuss available off-site training and include the location of the training, length of classes and provide the cost of this off-site training as a separate item in Section VIII, *Cost Information Submission*.
- 9.5 The Vendor may propose other available training opportunities for optional consideration. The cost of this training must be included as a separate item in Section VIII, *Cost Information Submission*, as well.
- 9.6 The Vendor must provide training specific to the ability of the system to allow for the creation of breakout groups into separate workgroups and bringing them back to the main conference.
- 9.7 The Vendor must provide training related to the use of blackboard/whiteboard capabilities of the system. Vendor must identify the cost related to this training and it must be priced in a train-the-trainer format.
- 9.8 The Vendor must provide specific training related to the use of Webcam/video view to the **ITS** Telecom Services staff. Vendor must identify the cost related to this training and it must be priced in a train-the-trainer format.
- 9.9 The Vendor must provide specific training related to the use and ability to import or create on-the-fly quizzes. Vendor must identify the cost related to this training.
- 9.10 The Vendor must provide access to Vendor support to authorized users of the system in the form of a Concierge or other support mechanism. This support must be available 24/7/365.
- 9.11 The Vendor must provide the assistance and support needed for the development of an informational website for use by the State of Mississippi employees. This website will be used by employees as a reference site that allows them to obtain information about the service.

- 9.12 Vendor must provide timely information on system upgrades that may affect the use of the teleconferencing service. All upgrades must be identified, planned, and coordinated for testing purposes.
- 9.13 Vendor must provide documentation and training on any significant differences between upgrades/versions that will affect the use of the requested service.

10. Warranty/Maintenance

- 10.1 Vendor must guarantee that all conferencing services will be available 98% of the time. Vendor must be able to document up-time.
- 10.2 Vendor must notify appropriate Telecom Services staff 24 hours in advance of routine system maintenance. Such maintenance should occur between the hours of 12 a.m. and 4 a.m. Central Standard Time.
- 10.3 In the instances of unplanned outages, Vendor must notify appropriate Telecom Services staff of expected restoration time.
- 10.4 Failure to meet any of the above requirements will result in Vendor issuing a credit to the State for the outage period.
- 10.5 Describe your warranty policy as it relates to specific events or meetings.
- 10.6 Vendor must provide information on how to report troubles and what online help is available to users during a teleconference event.

11. Cost Information

- 11.1 If any component(s) necessary for operation of the requested system is omitted from Vendor's proposal, Vendor must be willing to provide the component(s) at no additional cost.
- 11.2 Vendor must propose a flat rate per minute pricing that is not time of day sensitive for the audio-conferencing services requested in this RFP.
- 11.3 Vendors should indicate if a flat rate per minute is also available for web conferencing, and web conferencing with added video.
- 11.4 Vendors must also propose a licensing fee for the web conferencing product requested in this RFP. Vendor must state if license fee is per individual seat or for a package.
 - 11.4.1 If product is licensed as a package, Vendor must identify cost for the different levels of licenses included in the package.

- 11.4.2 Vendor must indicate what is the minimum number of licenses that can be purchased and identify their cost.
- 11.4.3 Vendor must also provide the cost for each of the additional levels in the number of licenses.
- 11.5 Vendor must detail any additional costs associated with the mobile application.
- 11.6 Vendor must indicate what discounts, such as volume discounts, are available to **ITS**. Vendor must clearly identify how these discounts are applied.
- 11.7 Vendor may also provide other cost options as long as the required cost specifications have been included.
- 11.8 For the purpose for cost evaluation, the Evaluation Team will establish a scenario for each category of service. As an example only, for evaluation of audio conferencing, the team may use a call lasting 30 minutes with 15 participants (see also Item 13).

12. **Additional Requirements**

- 12.1 **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.
- 12.2 The State reserves the right to add additional features and functionalities to the contract for enhancements to the requested service.

13. **Scoring Methodology**

- 13.1 An Evaluation Team composed of **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.
 - 13.1.1 Each category included in the scoring mechanism is assigned a weight between one and 100.
 - 13.1.2 The sum of all categories, other than Value-Add, equals 100 possible points.
 - 13.1.3 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.

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

Category	Possible Points
Non-Cost Categories:	
Technical Requirements	20
Administrative and Management Requirements	20
Installation and Access to the Service	5
Training and Support	5
Warranty / Maintenance	5
Total Non-Cost Points	55
Cost	45
Total Base Points	100
Value Add	5
Maximum Possible Points	105

- 13.2 The evaluation will be conducted in four stages as follows:

13.2.1 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.

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

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

Non-Cost Categories	Possible Points
Technical Requirements	20
Administrative and Management Requirements	20
Installation and Access to the Service	5
Training and Support	5

Warranty and Maintenance	5
Maximum Possible Points	55

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

13.2.2.3 **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 ‘Technical Requirements’ category was allocated 20 points; a proposal that fully met all requirements in that section would have scored 18 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.

13.3 Stage 3 – Cost Evaluation

13.3.1 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

13.3.2 Cost categories and maximum point values are as follows:

Cost Category	Possible Points
Lifecycle Cost	45
Maximum Possible Points	45

13.4 Stage 4 – Selection of the successful Vendor

13.4.1 Remote and/or On-site Demonstrations and Interviews

13.4.1.1 At the discretion of the State, evaluators may request interviews, remote and/or on-site presentations, demonstrations or discussions with any and all Vendors for the purpose of system overview and/or clarification

or amplification of information presented in any part of the proposal.

- 13.4.1.2 If requested, Vendors must be prepared to make remote and/or on-site demonstrations of system functionality and/or proposal clarifications to the evaluation team and its affiliates within seven calendar days of notification. Each presentation must be made by the project manager being proposed by the Vendor to oversee implementation of this project.
 - 13.4.1.3 Proposed key team members must be present at the remote and/or on-site demonstration. The evaluation team reserves the right to interview the proposed key team members during this onsite visit.
 - 13.4.1.4 Although remote and/or on-site demonstrations may be requested, the demonstration will not be allowed in lieu of a written proposal.
- 13.5 Final Quantitative Evaluation - Following any requested presentations, demonstrations, and/or site visits, the Evaluation Team will re-evaluate any technical/functional scores as necessary. The technical/functional and cost scores will then be combined to determine the Vendor's final score.

SECTION VIII COST INFORMATION SUBMISSION

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

FLAT RATE PRICING

See Section VII, Item 11.1, 11.2 and 11.3

Description of Services	Flat Rate Per Minute Cost / Per Participant
1. Audio Conferencing (Toll Free – U.S. and Canada)	
2. Audio Conferencing (Toll Free – International)	
3. Web Conferencing (Toll Free – U.S. and Canada) *combination of audio with web-based document sharing	If available
4. Web Conferencing (Toll Free – International) *combination of audio with web-based document sharing	If available
5. Video Conferencing (Toll Free – U.S. and Canada) *combination of audio and video component for viewing presenters and video clips	If available
6. Video Conferencing (Toll Free – International) *combination of audio and video component for viewing presenters and video clips	If available

VARIABLE RATE PRICING

NOTE: This table should only be used if flat rates are not available.

Description of Services	Instructions	Per Minute Cost / Per Participant
1. Web Conferencing (Toll Free – U.S. and Canada) *combination of audio with web-based document sharing	*indicate cost based on time of day	
2. Web Conferencing (Toll Free – International) *combination of audio with web-based document sharing	*indicate cost based on time of day	
3. Video Conferencing (Toll Free – U.S. and Canada) *combination of audio and video component for viewing presenters and video clips	*indicate cost based on time of day	
4. Video Conferencing (Toll Free – International) *combination of audio and video component for viewing presenters and video clips	*indicate cost based on time of day	

WEB CONFERENCING LICENSE FEES

Description of Services	Instructions	License Fees
1. Licensing Fee for Web Conferencing See Section VII, Item 11.4	*indicate if fee is per seat OR for a package	
2. If Package Pricing, detail the cost for different levels of licenses See Section VII, Item 11.4.1	*indicate fees for each level	
3. Minimum number of licenses to purchase and cost for each See Section VII, Item 11.4.2 (Vendor is encouraged to include quantity break pricing)	*indicate if fee is per seat OR for a package	
4. Cost for each of the additional levels in the number of licenses See Section VII, Item 11.4.3 (Vendor is encouraged to include quantity break pricing)	*indicate fees for each level (per seat OR for a package)	

PRICING FOR TRAINING

Description of Services	Unit Cost Per Participant
1. Off-Site Training See Section VII, Item 9.4 (Vendor must include training location(s) and length of classes)	
2. Other Training Opportunities See Section VII, Item 9.5 (Vendor must include class description, location and length of classes)	
3. Teleconference Related Blackboard/Whiteboard Training See Section VII, Item 9.7 (Vendor must provide pricing in a train-the trainer format)	
4. Teleconference Related Webcam/Video View Training See Section VII, Item 9.8 (Vendor must provide pricing in a train-the trainer format)	
5. Teleconference System Related Customized Reporting Training See Section VII, Item 9.9 (Vendor must include class description, location and length of classes)	

ADDITIONAL PRICING

Description of Services	Unit Cost Per Participant
1. Additional costs associated with any optional features See Section VII, Item 6.3	
2. Additional costs associated with the mobile application See Section VII, Item 11.5	
3. Additional volume discounts available See Section VII, Item 11.6	
4. Additional costs options as needed See Section VII, Item 11.7	

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 40239
CONFERENCING SERVICES 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 Professional Services Agreement (hereinafter referred to as “Agreement”) is entered into by and between INSERT VENDOR NAME, a INSERT STATE OF INCORPORATION corporation having its principal place of business at INSERT VENDOR STREET ADDRESS (hereinafter referred to as “Contractor”), and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as “ITS”), as contracting agent for the agencies and institutions 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 (“RFP”) No. 3721 requested proposals for the acquisition of audio and web-based conferencing services for the State of Mississippi to be administered by ITS, and

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

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

ARTICLE 1 PERIOD OF PERFORMANCE

Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on the date it is signed by all parties, with the Go-Live date of July 1, 2013, and shall continue until the close of business on June 30, 2016 (“Initial Term”). At the end of the Initial Term, this Agreement may, upon the written agreement of the parties, be renewed for an additional term, the length of which will be agreed upon by the parties. Under no circumstances, however, shall this Agreement be renewed beyond June 30, 2018. Sixty (60) days prior to the expiration of the Initial Term or any renewal term of this Agreement, Contractor shall notify ITS of the impending expiration and ITS shall have thirty (30) days in which to notify Contractor of its intention to either renew or cancel the Agreement.

ARTICLE 2 SCOPE OF SERVICES

The Contractor agrees to provide, at the pricing/rates specified in Exhibit A which is attached hereto and incorporated herein by reference, audio and web-based conferencing services as specified in RFP No. 3721 and the Contractor’s Proposal in response thereto, which are both incorporated herein by reference. The Contractor understands and agrees that there is no guarantee of volume for these conferencing services.

ARTICLE 3 RESPONSIBILITIES OF THE CONTRACTOR

The Contractor makes the following representations and warranties:

3.1 Contractor shall provide the audio and web-based conferencing services as specified in RFP No. 3721.

3.2 The Contractor shall be responsible for the complete engineering of the long distance network services and access, and the installation thereof, including any hardware as needed to provide conference calling.

3.3 The Contractor shall adhere to all installation, testing, cutover and acceptance specifications, requirements and standards as specified in RFP No. 3721 and the Contractor's Proposal, as accepted by the State, in response thereto.

3.4 The Contractor shall adhere to the service level agreements as set forth in RFP No. 3721 and the Contractor's Proposal, as accepted by the State, in response thereto.

3.5 The Contractor shall furnish customer service support twenty-four (24) hours per day, seven (7) days per week. Contractor shall ensure that qualified technicians respond on-site, either at Customer's premises or the point of presence, as appropriate, within two (2) hours, twenty-four (24) hours per day, seven (7) days a week for emergency service requests and within twenty-four (24) hours for routine service requests.

3.6 It is understood by the parties that an emergency is defined as any problem or equipment failure that materially interferes with a user's function.

3.7 The Contractor shall provide automatic credits to all users for incorrectly dialed or disputed calls and shall have one (1) billing cycle to confirm such claimed calls as specified in RFP No. 3721 and the Contractor's Proposal, as accepted by the State, in response thereto.

3.8 The Contractor shall bear the sole responsibility for fraudulent calls.

3.9 The Contractor shall provide the billing detail as specified in RFP No. 3721 at no cost to ITS and/or Customer.

3.10 Contractor shall deliver all monthly billing detail via CD-ROM or data file, at ITS' direction, no later than the tenth (10th) day of each month. It is understood that holidays are not exceptions. Should the Contractor fail to deliver the monthly billing detail within such time, Contractor shall pay ITS \$50.00 per day for every day of delay.

3.11 It is understood by the parties that the minimum number of participants for an audio and web conferencing call will be two (2), and the maximum number of participants for an audio teleconferencing call shall be one hundred twenty-five (125).

ARTICLE 4 CONSIDERATION AND METHOD OF PAYMENT

As consideration for the performance of this Agreement, the State agrees to pay the Contractor for the services rendered at the prices set forth in the Contractor's Proposal, as accepted by ITS, in response to RFP No. 3721 and brought forward herein in the attached Exhibit A. The parties understand and agree that the pricing applicable to this transaction is firm and shall not be increased during the term of this Agreement, except to the extent such increase is required by a change in law or regulation. Contractor shall submit an invoice monthly with the appropriate documentation to the State for any month in which services are rendered. Upon the expiration of this Agreement, Contractor shall submit the final invoice with appropriate documentation to the State for payment for the services performed during the final month of this Agreement. Contractor shall submit invoices and supporting documentation to the State electronically during the term of this 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. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency. Payments by state agencies using the Statewide Automated Accounting System ("SAAS") shall be made and remittance information provided electronically as directed by the State. These payments by SAAS agencies shall be deposited into the bank account of the Contractor's choice.

ARTICLE 5 WARRANTIES

5.1 The Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services.

5.2 If applicable under the given circumstances, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, 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.

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

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

ARTICLE 6 EMPLOYMENT STATUS

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

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

6.3 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 Agreement.

6.4 Contractor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Contractor nor employees of Contractor are entitled to state retirement or leave benefits.

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

ARTICLE 7 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 shall be covered by Contractor's comprehensive general liability insurance policy.

ARTICLE 8 MODIFICATION OR RENEGOTIATION

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

ARTICLE 9 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

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

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

9.3 Contractor must obtain the written approval of Customer before subcontracting any portion of this Agreement. No such approval by Customer of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Customer in addition to the total fixed

price agreed upon in this Agreement. All subcontracts shall incorporate the terms of this Agreement and shall be subject to the terms and conditions of this Agreement and to any conditions of approval that Customer may deem necessary.

9.4 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 Customer, and that the subcontractor acknowledges that no privity of contract exists between the Customer and the subcontractor and that the Contractor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Contractor. The 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.

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

ARTICLE 10 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Customer to proceed under this 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 Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Customer for the payments or performance due under this Agreement, Customer shall have the right to immediately terminate this Agreement, 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 Agreement.

ARTICLE 11 TERMINATION

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

11.2 Notwithstanding the above, Contractor shall not be relieved of liability to Customer for damages sustained by Customer by virtue of any breach of this Agreement by Contractor, and Customer may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due Customer from Contractor are determined.

ARTICLE 12 GOVERNING LAW

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

ARTICLE 13 WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

ARTICLE 14 SEVERABILITY

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

ARTICLE 15 CAPTIONS

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

ARTICLE 16 HOLD HARMLESS

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

ARTICLE 17 THIRD PARTY ACTION NOTIFICATION

Contractor shall notify Customer 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 Customer by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Contractor's performance under this Agreement. Failure of the Contractor to provide such written notice to Customer shall be considered a material breach of this Agreement and the Customer 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 18 AUTHORITY TO CONTRACT

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

ARTICLE 19 NOTICE

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

ARTICLE 20 RECORD RETENTION AND ACCESS TO RECORDS

Contractor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Customer, ITS, any state or federal agency authorized to audit Customer, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Contractor's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Contractor's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Contractor for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 21 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 22 DISPUTES

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

ARTICLE 23 COMPLIANCE WITH LAWS

Contractor shall comply with, and all activities under this 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 Agreement because of race, creed, color, sex, age, national origin or disability.

ARTICLE 24 CONFLICT OF INTEREST

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

ARTICLE 25 SOVEREIGN IMMUNITY

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

ARTICLE 26 CONFIDENTIAL INFORMATION

26.1 Contractor shall treat all Customer data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Customer. 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 Customer and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Agreement on behalf of, or under the rights of the Contractor following any termination or completion of this Agreement.

26.2 With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement, including any amendments and/or change

orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Contractor. ITS will provide third party notice to Contractor of any requests received by ITS for any such confidential exhibits so as to allow Contractor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

ARTICLE 27 EFFECT OF SIGNATURE

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

ARTICLE 28 NON-SOLICITATION OF EMPLOYEES

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

ARTICLE 29 ENTIRE AGREEMENT

29.1 This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. The RFP No. 3721 and Contractor's Proposal in response to RFP No. 3721 are hereby incorporated into and made a part of this Contract.

29.2 The Contract made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

- A.** This Agreement signed by the parties hereto;
- B.** Any exhibits attached to this Agreement;
- C.** RFP No. 3721 and written addenda, and
- D.** Contractor's Proposal, as accepted by Customer, in response to RFP No. 3721.

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

ARTICLE 30 SURVIVAL

Articles 5, 12, 16, 20, 25, 26, 28, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

ARTICLE 31 DEBARMENT AND SUSPENSION CERTIFICATION

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

ARTICLE 32 COMPLIANCE WITH ENTERPRISE SECURITY POLICY

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

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

**State of Mississippi, Department of
Information Technology Services, on
behalf of 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
Pricing

**EXHIBIT B
 CURRENT DATA RECORD LAYOUT FOR REBILLING OF AGENCY USAGE**

The following file descriptions are for the eBC Extended ASCII format text files distributed to “eBC Extended Format” customers. All columns are tilde (“~”) delimited. *Note: These files are not compatible with Client application.* This file will give you a detail of all Audio Conference calls.

<u>Column Name</u>	<u>Data Type</u>	<u>Length</u>	<u>Description</u>	<u>Field#</u>
Customer_acct_id	Integer	12	Customer Account ID	1
Product_acct_id	Integer	12	Product Account ID	2
Service Description	String	200	Service description of the charges:	3
AudCon Moderator	String	50	AudCon Moderator Name	4
AudCon Date	String	50	Audio Conf date	5
AudCon Room Number	String	50	Audio Conf Room Number	6
AudCon Participant Name	String	50	AudCon participant Name	7
AudCon Called Number	String	10	Called # for AudCon	8
AudCon Call Type	String	50	Call type for AudCon	9
AudCon Duration	String	10	AudCon duration In minutes:seconds format	10
Charges/Discount	String	10	Charges or Discounts	11
CLIN Code	String	50	CLIN code for government accounts	12
CLIN Description	String	200	CLIN description for gov’t account	13
Product Account Name	String	35	Name of the LATIS product account.	14
Conference ID	String	50	Audio Conference ID	15
Scheduler Number	String	50	Scheduler Number	16
Billing Number	String	50	Billing Number	17
AudCon Call Time	String	5	Audio Conf Call Time	18
Bill Code 3	String	50	Billing Code 3	19
Bill Code 4	String	50	Billing Code 4	20
Bill Code 5	String	50	Billing Code 5	21
Bill Code 6	String	50	Billing Code 6	22

<u>Column Name</u>	<u>Data Type</u>	<u>Length</u>	<u>Description</u>	<u>Field#</u>
International Indicator	String	3	International IndicatorI = International	23
Serv Summary_ID	nvarchar	4	Service ID related to Service Summary file	24