



RFP No: 3723

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until **April 10, 2014 @ 3:00 p.m.** Central Time for the acquisition of the products/services described below for **Mississippi Department of Information Technology Services (ITS)**.

Cloud-hosted enterprise messaging solution

MANDATORY VENDOR CONFERENCE: March 13, 2014

The Vendor must submit proposals and direct inquiries to:

Debra Spell
Technology Consultant
Information Technology Services
3771 Eastwood Drive
Jackson, MS 39211
(601) 432-8132
debra.spell@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. **3723**
due April 10, 2014 @ 3:00 p.m.,
ATTENTION: Debra Spell

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. 3723.

- _____ 1) One clearly marked original response, 12 identical copies, and an electronic copy of the complete proposal. Label the front and spine of the three-ring loose-leaf binder with the Vendor name and RFP number. Include the items listed below inside the binder. Please DO NOT include a copy of the RFP in the binder.
- _____ 2) *Submission Cover Sheet*, signed and dated. (Section I)
- _____ 3) *Proposal Bond*, if applicable (Section I)
- _____ 4) *Proposal Exception Summary*, if applicable (Section V)
- _____ 5) Vendor response to *RFP Questionnaire* (Section VI)
- _____ 6) Point-by-point response to *Technical Specifications* (Section VII)
- _____ 7) Vendor response to *Cost Information Submission* (Section VIII)
- _____ 8) *References* (Section IX)

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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

Attach the required Proposal Bond here.

SECTION II PROPOSAL SUBMISSION REQUIREMENTS

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

1. Failure to follow any instruction within this RFP may, at the State's sole discretion, result in the disqualification of the Vendor's proposal.
2. The State has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
3. The Vendor's proposal must be received, in writing, by the office of **ITS** by the date and time specified. **ITS** is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened. Any proposal received with insufficient postage will be returned unopened.
4. Proposals or alterations by fax, e-mail, or phone will not be accepted.
5. Original signatures are required on one copy of the Submission Cover Sheet and Configuration Summary, and the Vendor's original submission must be clearly identified as the original. The Vendor's original proposal must include the Proposal Bond, (if explicitly required in Section IV).
6. **ITS** reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
7. **ITS** reserves the right to waive any defect or irregularity in any proposal procedure.
8. The Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by **ITS** is the official version and will supersede any conflicting RFP language submitted by the Vendor.
9. The Vendor must conform to the following standards in the preparation of the Vendor's proposal:
 - 9.1 The Vendor is required to submit one clearly marked original response, 12 identical copies, and an electronic copy of the complete proposal, including all sections and exhibits, in three-ring binders.
 - 9.2 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the

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

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

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

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

 - 14.1 The State's contact person for the selection process is: Debra Spell, Technology Consultant, 3771 Eastwood Drive, Jackson, MS 39211, 601-432-8132, debra.spell@its.ms.gov.

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

SECTION III VENDOR INFORMATION

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

1. **Interchangeable Designations**

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

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

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

3. **Proposal as Property of State**

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

4. **Written Amendment to RFP**

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

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

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 USCIS 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 USCIS eligibility throughout the duration of the contract.

14. **Vendor Imposed Constraints**

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

15. **Best and Final Offer**

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

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

16. **Restriction on Advertising**

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

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

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

18. **Additional Information to be Included**

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

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

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

SECTION IV LEGAL AND CONTRACTUAL INFORMATION

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

1. **Acknowledgment Precludes Later Exception**

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

2. **Failure to Respond as Prescribed**

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

3. **Contract Documents**

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

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

4. **Order of Precedence**

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

5. **Additional Contract Provisions**

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

6. Contracting Agent by Law

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

7. Mandatory Legal Provisions

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

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

8. **Approved Contract**

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

9. **Contract Validity**

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

10. **Order of Contract Execution**

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

11. **Availability of Funds**

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

12. **CP-1 Requirement**

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

13. Requirement for Electronic Payment and Invoicing

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

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

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

14. Time For Negotiations

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

14.2 Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form, as well as any new items that the State may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor’s proposal shall be submitted three (3) working days prior to scheduled negotiations, unless **ITS** consents to a different period.

15. Prime Contractor

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

16. Sole Point of Contact

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

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

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

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

17. ITS Approval of Subcontractor Required

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

18. Inclusion of Subcontract Agreements

Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor's proposal.

19. **Negotiations with Subcontractor**

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

20. **References to Vendor to Include Subcontractor**

All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors.

21. **Outstanding Vendor Obligations**

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

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

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

22. **Equipment Condition**

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

23. **Delivery Intervals**

The Vendor's 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, e-mail, 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. Vendor must provide contact information (name, e-mail address, phone number) to the State's contact person identified in Section II, Item 14.1 who will 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 \$5,000.00 with its RFP proposal. Vendor is specifically disallowed from taking exception to the proposal bond requirement. Proposals without proposal bonds will be rejected./ is not required to include a proposal bond with its RFP proposal} (TC should select one sentence and delete the other.)

The security must be in the form of a bond, irrevocable letter of credit, certified check, or cashier's check (hereinafter, "security") payable to the **Mississippi Department of Information Technology Services**, and must be placed in the front of the Vendor's proposal. The submission of an acceptable security is a condition precedent to a valid proposal, and the amount of the security is not negotiable or contestable. Any proposal received without the security will be rejected and returned to the Vendor without further consideration.

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

As stated in the RFP, the Vendor may take exception to any point without incurring any liability to provide items to which an exception has been taken. Likewise, the State has

no obligation to accept any proposed exception. Should the State decide, at its sole discretion and at any point in the process, that an exception is NOT acceptable, **ITS** will reject the Vendor's proposal and return the Vendor's security.

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

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

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

If a Performance Bond /Irrevocable Bank Letter of Credit is required, the Vendor must procure and submit to **ITS** with the executed contract, (a) a performance bond from a reliable surety company authorized to do business in the State of Mississippi or (b) an irrevocable bank letter of credit that is acceptable to the State. The Performance Bond or the Irrevocable Letter of Credit shall be for \$,1,000,000.00 or an amount mutually agreed upon by the State and the successful Vendor and shall be payable to Mississippi Department of Information Technology Services. No contract resulting from this RFP will be valid until the required Performance Bond or Irrevocable Bank Letter of Credit has been received and found to be in proper form and amount. The Vendor agrees that the State has the right to request payment for a partial amount or the full amount of the Irrevocable Letter of Credit/Performance bond should the products/services being procured hereunder not be provided in a manner consistent with this RFP and the Vendor's proposal by the delivery dates agreed upon by the parties. The State may demand payment by contacting the bank issuing the letter of credit or the bonding company issuing the performance bond and making a written request for full or partial payment. The issuing bank/bonding company is required to honor any demand for payment from the State within fifteen (15) days of notification. The letter of credit/performance bond shall cover the entire contract period, with the exception of post-warranty maintenance and support, and shall not be released until final acceptance of all products and deliverables required herein or until the warranty period, if any, has expired, whichever occurs last. If applicable, and at the State's sole discretion, the State may, at any time during the warranty period, review Vendor's performance and performance of the products/services delivered and determine that the letter of credit/performance bond may be reduced or released prior to expiration of the full warranty period.

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

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

39. **Protests**

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

<http://dsitspe01.its.ms.gov/its/procman.nsf/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 **3723**.

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 **\$1,000,000.00**, 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:

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

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

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

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

http://www.mississippi.org/assets/docs/minority/minority_Vendor_selfcertform.pdf. Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via e-mail at minority@mississippi.org.

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

2. Certification of Authority to Sell

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

3. Certification of No Conflict of Interest

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

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

4. Pending Legal Actions

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

5. Non-Disclosure of Social Security Numbers

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

6. 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

On-site attendance at the Vendor Conference on Thursday, March 13, 2014, at 10:00 a.m. is mandatory for any Vendor who intends to submit an RFP response. No exceptions will be granted to this requirement. Any proposal received from a Vendor who did not have an authorized representative at the Vendor Conference will be rejected.

3. General Overview and Background

3.1 Statement of Scope

The State of Mississippi is seeking to enter into a contract with a qualified Vendor to consolidate the State's multiple stand-alone e-mail environments into a single cloud-hosted enterprise e-mail offering. The State's current distributed model introduces additional cost for resources and licenses, and produces environments that lack standards, consistency, integration support, and a consistent presentation of communications from state government employees.

The State is seeking a vendor-hosted, private cloud solution to support governmental business needs. It is the State's desire to take advantage of the competitive market to secure discounts based on the volume of services, where applicable.

The diversity of the State's architecture and the multiple demands for different types of services favors solutions that have a great deal of flexibility that can be quickly deployed leveraging existing State data and application environment. The proposed hosted solution must take into account the existing infrastructure and must not have a significant architectural impact on existing deployed architectures.

The proposed services must meet industry standard best practices for hosted e-mail and related services and must incorporate features and functions that enhance the usability and minimize the learning curve for the average user. The current State e-mail environment consists of more than 30 distributed systems and over 60 state agencies. At least 95% of the state agencies use various versions of Microsoft Exchange with varying levels of licensing, features, functions, and add-on products. Based on this current situation and the desire to consolidate these multiple environments, it is desirable that the Vendor proposes a Microsoft Exchange hosted e-mail solution. Vendors must understand that this will be a single award that will become the State's exclusive cloud-based e-mail solution.

This contract is estimated to potentially include up to 24,000 accounts within Mississippi state government. This consolidation effort will help to drive a more effective service model for state government and to reduce the overall expense of providing e-mail services to the state. The resulting contract from this RFP will be made available to city and county government, K-12 public education entities, community colleges, and state universities. The Vendor must provide details concerning how the separation of governmental and educational entities will be handled under the contract, since there may be a difference in how each is licensed.

In response to this RFP, the Vendor must propose pricing based on account volume. The proposed solution must be priced so that as the state adds volume, the costs are decreased for all agencies and institutions that are

participating under the contract. Respondents should consider and document all services and volume thresholds and propose creative and attractive solutions for the State's consideration.

3.2 Service Acquisitions

Mississippi House Bill No. 1450 from the 2012 Legislative Session, the Shared Technology Efficiency Act, charged state agencies with optimizing information technology resources through the consolidation and standardization of software, hardware, and services. These efforts to streamline IT and provide cost-effective solutions are coordinated by the Mississippi Department of Information Technology Services (ITS). The agencies and ITS are fully committed to minimizing duplication, reducing costs, and improving efficiency by implementing common IT services across agency boundaries.

Section 25-53-5, Mississippi Code of 1972, was amended to include the creation of partnerships between ITS and the state institutions of higher learning (IHL) and community colleges to capitalize on advanced technology resources that are mutually beneficial.

3.2.1 Entities Under ITS Purview

3.2.1.1 For State agencies: All procurements of products and services under the contracts awarded via this RFP will be processed by and administered through ITS.

3.2.1.2 For Institutions of Higher Learning: IHLs have delegation to utilize the contracts awarded under this RFP up to a dollar limit of \$250,000.00 without further oversight or administration by ITS. A Vendor may market and provide pricing directly to the State's IHLs for the services specifically included in contracts executed between that Vendor and ITS. Acquisitions totaling more than \$250,000.00 will require ITS approval.

3.2.2 Entities Outside ITS Purview

3.2.2.1 For marketing purposes, schools and libraries have authorization to utilize the contracts awarded under this RFP for acquisitions of any dollar amount without further oversight or administration by ITS. A Vendor may market and provide pricing directly to the State's schools and libraries for the systems and services specifically included in contracts executed between that Vendor and ITS.

3.2.2.2 For marketing purposes to governing authorities and other agencies of local government, including city and

county governments, any procurements of products and services under the contracts awarded via this RFP will require written authorization by ITS. Awarded Vendors should not market or provide pricing for services from contracts resulting from this RFP directly to these entities unless specifically authorized in writing by ITS to do so.

3.2.2.3 If any public entity makes a request of a Vendor that is in violation of the above regulations, the Vendor should refer the public entity to these policies. If a Vendor is uncertain which category a particular public entity is in they should contact ITS prior to marketing, providing pricing, or discussing products or services.

3.2.2.4 Per Section 25-53-117 of Mississippi Code, any company found in violation of the regulations outlined above may be prohibited from competing for State telecommunications business for up to twenty-four months. ITS will follow up on any reports of Vendors violating this policy and will take appropriate action.

4. Procurement Project Schedule

Task	Date
First Advertisement Date for RFP	3/4/14
Second Advertisement Date for RFP	3/11/14
Vendor Conference	10:00 a.m. Central Time on 3/13/14
Deadline for Vendor's Written Questions	3:00 p.m. Central Time on 3/17/14
Deadline for Questions Answered and Posted to ITS Web Site	3/28/14
Open Proposals	4/10/14
Evaluation of Proposals Begins	4/11/14
ITS Board Presentation	5/15/14
Contract Negotiation Begins	5/15/14
Proposed Project Implementation Start-up	7/1/14

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 The Vendor must deliver a written document to Debra Spell at ITS by Monday, March 17, 2014 at 3:00 p.m. Central Time. This document may be delivered by hand, mail, e-mail, 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 Debra Spell 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 Friday, March 28, 2014.
- 5.3 The State anticipates that the contract(s) resulting from this RFP will have a major impact on how government and educational entities will continue to provide their respective services to the citizens of Mississippi. Therefore, any Vendor choosing to respond to this RFP must provide a proposal that indicates their long-term commitment to the State and its customers.
- 5.4 Given the long term of this contract, the State will validate that the contract pricing remains competitive through a price re-determination process where throughout the life of the contract the State will compare then current contract rates annually to the then current industry market and give the contract holder an opportunity to modify their rates to come in line with industry pricing. If the State and the contract provider cannot agree on revised pricing, the State reserves the right to terminate the contract with cause and without penalty and the right to seek other options.
- 5.5 The partnership between the State and the awarded Vendor will be linked through a dedicated local account team. In order to ensure a strong partnership and eliminate the chance of misunderstanding the State's goals, all contact with governmental and educational entities must be done through the dedicated local account team. Under no circumstance should an authorized reseller contact a governmental or educational entity under this agreement.
- 5.6 The State realizes that because of the long-term nature of this contract, there will be the need for regular changes to the services and products initially proposed under this contract. The Vendor must agree to work closely with the State in evaluating new or emerging services or products and commit to expedite the process to add those services to this contract, should it be determined to be in the best interest of the State.
- 5.7 At the discretion of ITS, other governmental entities such as community colleges, universities, libraries, K-12 schools, and governing authorities may be allowed to purchase from the resulting contract.

- 5.8 The Vendor must indicate their ability to assist the state with promoting the proposed solution to these entities to maximize volume and optimize pricing from the contract for state government. Acknowledgment of this item by the Vendor acknowledges the right of ITS to exercise this prerogative. It should be understood that several logical e-mail domains fall within the framework of the requested services. Vendors proposing these services may be required to coordinate the provision of these services through several support entities.
- 5.9 The State will not make any volume guarantees. Any statistics included in this document are for the convenience of the Vendor and do not represent e-mail box volume guarantees.
- 5.10 By responding to this RFP, the Vendor acknowledges that it will partner with the State to bring its best resources to bear on behalf of the State in a manner that is consistent with ITS' master plans and strategic direction for the requested services. The Strategic Plan for Information Technology is located at the following link:

http://www.its.ms.gov/Documents/master_plan.pdf.
- 5.11 The Vendor must be aware that under no circumstances shall any government information be stored outside the continental United States.
- 5.12 The Vendor must understand that its history or the lack of history of performance on previous contracts and compliance with State Law and ITS policy and procedures, will be taken into consideration in the evaluation and award of the RFP.
- 5.13 The State acknowledges that the specifications in this RFP are not comprehensive. Rather, they reflect the known requirements that must be met by the proposed system. Vendors must specify any additional components that may be needed and are proposed in order to complete each configuration. The Vendor must also provide details how/why the components are required.
- 5.14 The Vendor must propose all component(s) necessary for operation of the proposed solution according to specification. If any component(s) is omitted from Vendor's proposal, Vendor must be willing to provide the component(s) at no additional cost.
- 5.15 In reference to Items 5.13 and 5.14 above, the Vendor's proposed solution may require the Vendor to propose products other than services. The State reserves the right to use existing procurement instruments (Express Product List (EPL), General RFPs, etc.). However, this does not preclude the Vendor from including the required products in the proposal submitted in response to this RFP. Such items should be proposed as separate items with the cost fully detailed separately in Section VIII, *Cost Information Submission*. More information on the EPLs is available at the following link:
<http://www.its.ms.gov/Procurement/Pages/EPLs.aspx>.

- 5.16 Vendor is requested to provide details on what features, functions, or other considerations exclusive of the specified requirements either his company or the proposed hardware/software/services afford the customer that may provide a distinct added value to the State, specific to the services or products in that RFP section. In the event the State agrees that such features, functions, or other considerations do provide a distinct benefit, the State reserves the right to give the Vendor additional "added value" consideration.

6. Project Management/Project Workplan

- 6.1 The Vendor must fully discuss the approach planned for this project including outlining all issues believed to be pertinent to this undertaking and defining a methodology for producing the desired results, including planning, development, modification, budget, scope, and schedule management.
- 6.2 The Vendor must include in the proposal submitted in response to this RFP, a preliminary work plan/schedule for the proposed services, which identifies the Vendor's strategy and concept of the work activities that must occur, responsibilities of the Vendor and the State, and deliverables that will be produced. Specifically, the following items must be included:
- 6.2.1 A detailed work plan and schedule for all tasks, sub-tasks and deliverables required from beginning to completion of the project;
 - 6.2.2 Individual tasks and deliverables by project phase;
 - 6.2.3 All critical path and dependency tasks; and
 - 6.2.4 Responsibilities and person-hour estimates of effort for each deliverable and work activity, showing the Vendor and State team effort separately.
- 6.3 The Vendor must document, in detail, all assumptions made during the preparation of the proposal that impacted the proposal, including but not limited to, assumptions regarding state participation in the project, and other resources available.
- 6.4 The initial plan must include a detailed narrative description and project schedule that summarize the level of effort for the entire project including any due dates, plans, reports, quality assurance checkpoints, and milestones.
- 6.5 The Vendor must define the anticipated timelines and estimated completion dates for the project deliverables within each phase in the initial work plan submitted with the Vendor's response.
- 6.6 Quality Assurance (QA) - Vendor must describe the quality assurance (QA) process to be utilized for the project tasks, schedule, deliverables, and testing in order to ensure that work related to the production of acceptable deliverables is on track and expectations are met or exceeded. The QA

process is expected to be proactive so as to ensure not only that the schedule is met but also that product and service quality is maintained.

- 6.7 The Vendor must provide details on its Change Management System. The Vendor and the State must mutually agree upon the Change Management System that will be used.
- 6.8 As part of the Change Management process, the Vendor must propose a process for communicating any upcoming system changes and coordinating those changes with designated agency administrators.
- 6.9 The Contractor will be required to submit a revised, mutually agreed upon project work plan after final contract negotiations. The Contractor must submit the revised project work plan no later than fifteen (15) business days after the contract begin date. The State shall review and comment on the plan within ten (10) business days. The final Project WorkPlan must be provided five (5) business days following the receipt of the comments from the State.

7. Vendor Qualifications and Experience

- 7.1 Company Information - Vendor must provide a description of the organization that contains all pertinent data relating to the Vendor's organization, personnel and experience that would substantiate the qualifications and capabilities of the Vendor's company to perform the services described herein. At minimum, this description must include the following information:
 - 7.1.1 A brief history of the company including:
 - 7.1.1.1 Date of establishment;
 - 7.1.1.2 Organization size (i.e. number of offices, employees, customer base, etc.) and structure;
 - 7.1.1.3 Whether the company is based locally, regionally, nationally, or internationally; and
 - 7.1.1.4 Number of years the company has been in business (minimum of two (2) years required).
 - 7.1.2 Type of company ownership (public or private) and type of organization (limited partnership, non-profit, etc.);
 - 7.1.3 Corporate information to include parent corporation, sister firms, and any subsidiaries;
 - 7.1.4 State of incorporation - The Vendor's firm must be licensed to provide the proposed services, in the State of Mississippi;

- 7.1.5 Location of Vendor's principal office and the number of executive and professional personnel employed at this office;
 - 7.1.6 Location of the Vendor's principal office in Mississippi and the number of executive and professional personnel employed at that office;
 - 7.1.7 The location of the place of performance of this proposed contract;
 - 7.1.8 Current products and services/lines of business and approximate percentages;
 - 7.1.9 Disclosure of any company restructurings, mergers, and acquisitions in the past three (3) years that have impacted any products the Vendor sold, serviced, and supported;
 - 7.1.10 Financial information as follows:
 - 7.1.10.1 A copy of the corporation's most recent annual report, including consolidated balance sheets and related statements of income, stockholders' or partners' equity and changes in financial position, for each of the three fiscal years preceding the end of the most recent fiscal year. This information must be compiled, reviewed, and audited by a Certified Public Accountant. This shall include auditing and examination by a third-party auditing firm;
 - 7.1.10.2 Credit rating number from an industry-accepted credit rating firm; or
 - 7.1.10.3 Report of an auditor's unqualified opinion of the financial stability of the firm.
 - 7.1.11 Details on Vendor's plan to overcome its financial difficulties if the Vendor's credit rating number or financial report is unsound, or if the Vendor is currently in bankruptcy. Vendor must indicate, providing details, if Vendor has an unfavorable credit rating, has file bankruptcy, or plan to file for bankruptcy; and
 - 7.1.12 The Vendor must provide the same information as above for each subcontractor or reseller whom the Vendor proposes to perform any of the functions under this RFP.
- 7.2 Corporate Experience - The Vendor must discuss experience of the company in furnishing the proposed services requested in response to the RFP, including the following:
- 7.2.1 The Vendor must have experience with cloud e-mail deployments. Vendor must provide details on this experience;

- 7.2.2 The Vendor must have verifiable experience on at least three projects of similar scope for statewide multi-agency/institute/governmental entities. The Vendor must include details;
 - 7.2.3 The Vendor must include in the proposal, a list of up to 10 current or recent e-mail support or related projects for governmental agencies (federal, state, and local).
 - 7.2.4 The Vendor must have experience and understanding of state and local government contracting and be responsive to its unique requirements. The Vendor must provide details.
 - 7.2.5 The Vendor must provide information on professional accreditations/certification pertinent to the services provided by this RFP.
 - 7.2.6 The Vendor must address quality of service, customer support for planning, implementation, production, and level of commitment of their company to the State regarding economic impact and the provision of adequate resources as it relates to the State's objectives.
 - 7.2.7 In an effort to maintain a consistent level of service to the State, the Vendor must provide, at the State's request, documentation and/or statistics to verify their proposal will be adequate to support the current base of users as well as the predicted growth over the term of this contract.
 - 7.2.8 The Vendor must list any clients with whom it have ended its business relationship (customer or Vendor initiated) within the past three (3) years and provide an explanation. The Vendor should not include projects that were completed as agreed upon except those for which the customer, having an option to renew, chose not to renew the agreement. Vendor must include a full address, contact person, title, e-mail address, and telephone number for each client.
- 7.3 Product Information - Vendor must provide product/software history and information as applicable for any products being proposed as follows:
- 7.3.1 The Vendor must describe the proposed product including the name of the product line, individual module names, and the current version of the proposed software.
 - 7.3.2 The Vendor must specify what database supports the proposed product, the language for which the application is written, and supporting technologies.

- 7.3.3 The Vendor must provide the details of what enhancements are being planned for future releases of the proposed product and the estimated target dates of availability.
- 7.3.4 The Vendor must specify how often updates are released.
- 7.3.5 The Vendor must specify any governmental or industry certifications or standards compliance information related to the product.

8. Staffing Requirements

The Vendor must provide details on how the State account will be staffed. The State has found it to be beneficial to have a dedicated account team to form a partnership with the State that will provide insight into how the State operates. The Vendor must propose a staffing solution that meets or exceed the following minimum specifications:

- 8.1 The Vendor must provide the necessary sales/support staff to manage the state account. The proposed staff responsibilities overall will include the following minimum duties. The Vendor must state whether these responsibilities can be performed and if there are issues or concerns with each responsibility:
 - 8.1.1 Provide assistance in defining special requirements and/or implementing the hosted Exchange, etc. services purchased from the state contract;
 - 8.1.2 Be responsible for supporting State agencies, K-12, community colleges, universities, public libraries, law enforcement authorities, governing authorities statewide; and
 - 8.1.3 Acting as an agent for the State in the administration and implementation of this contract.
- 8.2 The Vendor must furnish an organization chart identifying personnel proposed for the project and the chain of command inside the Vendor's organization for that designated staff.
- 8.3 Local/State Account Team Requirements - The proposed staff must include, at a minimum the following staff. The proposed staff will be responsible for performing the following minimum duties. The Vendor must state whether these tasks can be performed and if there are issues or concerns with each task:
 - 8.3.1 Account Team Manager – The proposed individual will be required to work closely with the State's executive management team to:
 - 8.3.1.1 Establish strategic goals and objectives;
 - 8.3.1.2 Serve as an escalation point for unresolved issues; and

- 8.3.1.3 Oversee the enterprise account to ensure proper adherence to state policies and regulations.
- 8.3.2 Account Manager – The proposed individual will be responsible for:
 - 8.3.2.1 Overall account management including account team coordination;
 - 8.3.2.2 Marketing of services;
 - 8.3.2.3 Act as primary point of contact; and
 - 8.3.2.4 Serve as the corporate liaison for any issues.
- 8.3.3 Service Manager – The proposed individual will be required to:
 - 8.3.3.1 Serve as the primary escalation point for service and maintenance issues;
 - 8.3.3.2 Communicate with the State regarding routine maintenance that may affect the performance and availability of services;
 - 8.3.3.3 Provide documentation for service and maintenance functions, as well as critical or chronic problems; and
 - 8.3.3.4 Manage and report on contract SLA's.
- 8.3.4 Project Manager – The proposed individual will be required to:
 - 8.3.4.1 Establish and administer controls to ensure quality;
 - 8.3.4.2 Provide overall management of implementation, migration, or upgrade projects;
 - 8.3.4.3 Actively monitor and provide written documentation on all project statuses;
 - 8.3.4.4 Oversee the accuracy of the dynamic inventory database of services and provide oversight to ensure the compliance within the state contract;
 - 8.3.4.5 Proactively monitor billing accuracy and be responsible for resolution of all billing issues for services under the contract; and
 - 8.3.4.6 Be responsible for responding to information requests regarding services under the contract and ensuring seamless delivery of contracted services.

- 8.3.5 The Vendor's account team will be required to participate in monthly status meetings and change management calls as well as design/strategy/planning/marketing sessions as needed for special projects.
 - 8.3.6 The Vendor's account team will be required to provide ITS with the timely delivery of scheduled as well as ad hoc reports (as requested) on agency participation and volume under the contract to assist in the management of the requested services. At minimum, the Vendor will be required to provide scheduled reports on a semi-annual basis.
 - 8.3.7 The Vendor must be dedicated to provide support to government (State/county/city) and education customers only. The Vendor must provide a list of all proposed individuals, including their major areas of responsibility during the project and the percentage of time that each will be dedicated to the project.
 - 8.3.8 The Vendor must agree that the account team resources are required to address not only state government agency concerns, but also those of government entities eligible to procure services from State-executed contracts (i.e., institutions of higher learning, community colleges, K-12 schools, libraries, city and county government, and designated governing authorities).
 - 8.3.9 The Vendor must understand that the State's expectation is that all account and support personnel will be proficient in spoken and written English. The state reserves the right to request a change in supporting staff should there be an issue relative to effective communications with the Vendor's staff.
- 8.4 Staff Qualifications and Experience
- 8.4.1 The Vendor must describe the qualifications of the proposed sales/support staff in detail with emphasis on qualifications and past experience. Each proposed individual must have experience in the role for which the individual is being proposed.
 - 8.4.2 At least two of the proposed individuals must have experience with e-mail migration and support projects similar in size and scope to this project.
 - 8.4.3 The Vendor must provide detailed resume information for each individual proposed, by role. The resume must include:
 - 8.4.3.1 Name and title;
 - 8.4.3.2 Total years of service, with month and year;
 - 8.4.3.3 Years in current title;

- 8.4.3.4 Description of current duties, and
- 8.4.3.5 Information on special training and pertinent certifications.
- 8.5 It is highly desirable that the Vendor have a local office location in the State of Mississippi.
- 8.6 The State reserves the right to approve all individuals assigned to this project.
- 8.7 The Vendor must agree to allow staff to be subject to background checks.
- 8.8 The Vendor must acknowledge and agree that all Vendor personnel as well as subcontractor personnel, if applicable, assigned to this project will exercise due care with respect to the use, preservation, and safekeeping of confidential information (i.e., confidential information related to state employees, citizens, certification scores, and schools) that in the course of the project work they observe or otherwise come in contact with and will exercise due care to prevent disclosure to unauthorized third parties and to prevent unauthorized use of the confidential information, as is the customary and accepted practice within the industry.

9. Administrative Requirements

- 9.1 Customer Diversity
 - 9.1.1 Many of the State's agencies are small and may not have full time administrative support staff to handle local issues or regular and routine administrative duties. The Vendor must propose an optional service for those agencies that need administrative support as follows:
 - 9.1.1.1 This service must be clearly defined with regard to availability, turn-around times, and cost; and
 - 9.1.1.2 This service must be tiered based on the number of state accounts and level of services.
 - 9.1.2 The Vendor must demonstrate its ability to support state agencies, governing authorities, institutions of higher learning, public libraries, K-12 schools, and community/junior colleges onsite through an established service network (service centers, technicians, engineers, etc.) and is capable of meeting each site's needs for timely, effective, diagnostic determination and remediation regardless of location.
 - 9.1.3 These entities will work directly with the awarded Vendor(s) for all billing and service related issues.

9.1.4 The Vendor should only make changes or handle data requests from the authorized contact for each agency level domain administrator.

9.2 Order Process

9.2.1 Vendor must provide standard procedures for ordering and implementing the requested services under the contract.

9.2.2 Vendor must provide an on-line portal that:

9.2.2.1 Allows subscribers to make changes (adds/deletes/changes) to their specific environments;

9.2.2.2 The Vendor must also include, at minimum, the capability to open, track, and print orders from creation to completion in a secure environment; and

9.2.2.3 The Vendor must detail other features and functions of the portal system.

9.2.3 For larger projects, the Vendor must have designated staff available to work with the State's staff to coordinate the order process.

9.3 Billing Requirements

9.3.1 The Vendor must provide billing support for all charges reflected on the Vendor's invoice to the State through the dedicated account team. This requirement pertains to any charges that the Vendor bills the State on other entities' behalf, in addition to charges for services directly provided by the Vendor. The State reserves the right to refuse payment for any incorrect, invalid, or unauthorized charge.

9.3.2 Invoice information should be consistent for all services.

9.3.3 Vendor billing must provide the capability to break down items into tiers for ease of accounting.

9.3.4 The billing cycle for the proposed service must begin on the first day of each month and end on the last day of each month.

9.3.5 The Vendor must acknowledge that invoices submitted to the State of Mississippi for payment will be paid forty-five days (45) after receipt of invoice, as stated in Section IV, Legal and Contractual Information, Item 7.8 of this RFP.

9.3.6 If the Vendor is late rendering an invoice, late charges will not be assessed until after forty-five days after receipt of the invoice.

Section IV, Legal and Contractual Information, Item 7.8 of this RFP.

- 9.3.7 The awarded Vendor must provide immediate credit or deduction to the customer for items billed incorrectly on the Vendor's invoice. Vendor must agree to allow only one (1) billing cycle to confirm the disputed charges as billable and re-invoice.

9.4 Billing Reporting Requirements

- 9.4.1 The Vendor must provide a monthly electronic report to be used for inventory verification and audit purposes. The following are the minimum requirements for this data:

- 9.4.1.1 Customer must be able to extract the data to an XML file.

- 9.4.1.2 Data requirements include, but are not limited to, the following:

- 9.4.1.2.1 Billing month;

- 9.4.1.2.2 Agency name;

- 9.4.1.2.3 Cost for individual billing components, including mailbox counts, storage, misc. fees, etc.;

- 9.4.1.2.4 Itemized cost for any one time or non-recurring charges; and

- 9.4.1.2.5 Total cost.

- 9.4.2 The Vendor must include information showing record layouts and description of elements provided in the electronic file.

- 9.4.3 The Vendor must provide updates and documentation in a timely manner to be reviewed prior to the effective date.

- 9.4.4 Extra consideration will be given to Vendors whose Windows billing analysis software can provide the following features and capabilities:

- 9.4.4.1 Operate in a TCP/IP LAN environment; Vendor should state other LAN environments in which software will function as described;

- 9.4.4.2 Be multi-user;

- 9.4.4.3 Be able to create individual bills for each entity utilizing this service;
 - 9.4.4.4 Allow charges to be assigned or reassigned;
 - 9.4.4.5 Support SQL databases; Vendor should list other databases that are also supported;
 - 9.4.4.6 Allow an unlimited number of billing records;
 - 9.4.4.7 Allow the bill to be broken down by division, department, etc. within an entity;
 - 9.4.4.8 Be able to include and assign additional billing charges as required by the entity;
 - 9.4.4.9 Allow the comparison of current billing month to previous billing month with highlights of deviations;
 - 9.4.4.10 Allow the viewing of historical data;
 - 9.4.4.11 Allow customized reports and graphs to be created;
 - 9.4.4.12 Provide audit logs; and
 - 9.4.4.13 Be able to export data to a spreadsheet.
- 9.4.5 The Vendor must provide timely delivery of the electronic files as follows:
- 9.4.5.1 The Vendor is expected to have all electronic files available to the customer by the tenth day of each month, including holiday.
 - 9.4.5.2 The Vendor must propose an alternate date that the Vendor is willing to contractually commit to if Vendor is not able to guarantee delivery of the data by the tenth day of each month.

10. Technical Requirements

10.1 General Requirements

- 10.1.1 The proposed solution must support distributed administration capabilities at the agency level.
- 10.1.2 The proposed solution must allow administrators the capability to execute the following tasks at the agency level:
 - 10.1.2.1 Create, delete, and disable mailboxes;

- 10.1.2.2 Allow administrative access to all mailboxes in that Agency/Mail Domain;
 - 10.1.2.3 Programmatically be able to set rights and restrictions across mailboxes;
 - 10.1.2.4 Control which services are allowed for mailboxes in each domain;
 - 10.1.2.5 Allow domain-Wide or Mailbox level settings including signatures, message footers, rules, retention tags, legal hold settings, restore of messages from backup, and archive settings; and
 - 10.1.2.6 Manage administrative access for their agency domain.
- 10.1.3 The proposed solution must allow administrators to ensure ownership and control of records and data, including archiving, retention, protection, and destruction.
- 10.1.4 The Vendor must specify what mobile device synchronization standards it supports (i.e. SyncML (Open Standard) for mobile device synchronization and/or Over-the-Air (OTA) mobile device synchronization).
- 10.1.5 The proposed solution must, at minimum, support the following administrative functions for managing mobile devices natively:
- 10.1.5.1 Enforcing Encryption
 - 10.1.5.2 Remote locking and unlocking
 - 10.1.5.3 Remote Wipe
 - 10.1.5.4 Camera disable
- 10.1.6 The proposed solution must support e-mail, contact sync, and calendar sync with various mobile devices including, but not limited to:
- 10.1.6.1 Android OS
 - 10.1.6.2 iOS
 - 10.1.6.3 Microsoft Windows Mobile
 - 10.1.6.4 BlackBerry OS

- 10.1.7 The proposed solution must support platform-independent end-user access to support functionality utilizing the following web browsers:
 - 10.1.7.1 Internet Explorer 7+
 - 10.1.7.2 Mozilla Firefox 3+
 - 10.1.7.3 Apple Safari 3+
 - 10.1.7.4 Google Chrome 3.0+
 - 10.1.7.5 Microsoft Outlook 2010
 - 10.1.7.6 Safari v3.1+
- 10.1.8 The proposed solution must allow agency administrators to provide remote administration of end-user account provisioning, de-provisioning, and access privileges through a web browser interface.
- 10.1.9 The proposed solution must provide the following domain management and access control functionality:
 - 10.1.9.1 Must support multiple Microsoft Active Directory (AD) domains within its directory infrastructure;
 - 10.1.9.2 Must support both a multiple domain environment as well as a single enterprise domain environment should the State move in that direction; and
 - 10.1.9.3 Must support single sign-on capabilities for all state users.
- 10.1.10 The proposed solution must support integration between multiple domain and single domain environments.
- 10.1.11 The proposed solution must provide agency administrators with summary reporting and statistics periodically and on-demand including, but not limited to:
 - 10.1.11.1 Dashboard reporting on system performance;
 - 10.1.11.2 Real-time and historical performance against SLAs;
 - 10.1.11.3 Account mailboxes and volumes;
 - 10.1.11.4 Reporting on utilization statistics;

- 10.1.11.5 Maximum mailbox size and end-users approaching mailbox quota limits; and
- 10.1.11.6 Maximum message size warnings.
- 10.1.12 The proposed solution must designate the standard minimum individual mailbox size as well as the options for larger capacity for individual users handled on a case-by-case basis.
- 10.1.13 The proposed solution must allow for reasonable system limitations on the end-users' messaging capabilities including, but not limited to:
 - 10.1.13.1 Maximum message size (indicate standard size within system); and
 - 10.1.13.2 Exception controls for users requiring messages/attachments exceeding the standard message size limitations.
- 10.1.14 The proposed solution must have the ability to send outbound e-mail to all e-mail accounts in the event e-mail is used for emergency notifications.
- 10.1.15 The proposed solution should support the native Microsoft Outlook client and Web client software. The solution must support remote procedure call (RPC) over HTTPS over the Internet.
- 10.1.16 The Vendor must specify if the proposed solution provides integrated LISTSERV functionality.
- 10.1.17 The Vendor must confirm the ability of the user to utilize a 3rd Party MDM technology, Web Access, and the Active Sync protocol for mobile devices.
- 10.1.18 The proposed solution must support e-Discovery functions on all accounts, and multiple mailboxes, within the state's domain to allow administrators at the agency level to:
 - 10.1.18.1 Search based on subject, content, sender and/or recipient, date range, metadata or attachments;
 - 10.1.18.2 Place litigation holds on a specified e-mail address and specify subject and keyword;
 - 10.1.18.3 Verify authenticity, reliability, and integrity of e-mail messages;

- 10.1.18.4 Capture and preserve/store e-mail message threads, including tracking e-mail by sender and receiver, date, and record series;
 - 10.1.18.5 Search multiple mailboxes;
 - 10.1.18.6 Automated rule capability for archiving specified users;
 - 10.1.18.7 Store search results with any metadata;
 - 10.1.18.8 Add and delete from search results to create an e-Discovery set;
 - 10.1.18.9 Specify the actions required if a government agency requests access to State e-mail;
 - 10.1.18.10 Specify any limitations in terms of timeframe for e-mail (in years) if a government agency requests access to State e-mail;
 - 10.1.18.11 Maintain the State's attorney privilege, including the ability to establish protection for documents protected by attorney-client privilege and work product privilege. Vendor must describe; and.
 - 10.1.18.12 Meet geographic legal requirements for user privacy or disclosure or preservation. Vendor must specify and explain.
- 10.1.19 The Vendor must provide details concerning what functionality and services are provided as part of the proposed solution to support state systems that will need to securely integrate with the enterprise e-mail system utilizing various protocols and API calls from multiple back-end 3rd party applications/systems.

10.2 Protocol and Standards Requirements

- 10.2.1 The proposed solution must have the ability to integrate with internal applications using e-mail, specifically using secure:
 - 10.2.1.1 SMTP
 - 10.2.1.2 IMAP
 - 10.2.1.3 SOAP
 - 10.2.1.4 POP

- 10.2.2 The proposed solution must allow support for directory protocols including, but not limited to:
 - 10.2.2.1 S.DS.P
 - 10.2.2.2 LDAP
 - 10.2.2.3 X.500
 - 10.2.3 The proposed solution must support the latest versions of both MIME and S/MIME for messages and calendar invites/replies.
 - 10.2.4 The proposed solution must support Sender Policy Framework (SPF) or Domain Keys Identified Mail (DKIM) lookups.
 - 10.2.5 The Vendor must follow Information Technology Infrastructure Library (ITIL) best practices and have ISO 20001 and/or Capability Maturity Model (CMM) certification.
 - 10.2.6 The proposed solution must support UNICODE.
- 10.3 Security and Compliance
- 10.3.1 The Vendor must provide details about the physical security protecting the data centers and facilities that will house the State's data.
 - 10.3.1.1 The Vendor must provide detail on what physical security measure are in place (biometrics, CCTV, security personnel, multiple power grid feed points, etc.) to protect the State's data and user information.
 - 10.3.1.2 The Vendor must provide detail on the screening and hiring practices of employees who will have access to state data and user information.
 - 10.3.1.3 The Vendor must provide detail on what role-based access controls that are in place for their employees that may come in contact with state data and user information.
 - 10.3.2 The Vendor must provide a published Breach Disclosure Policy that outlines notification procedures and steps to be taken to protect the State's data in the event of a security breach.
 - 10.3.2.1 The Vendor must provide investigative support to the State in the event of a security breach or compromise of information.

- 10.3.2.2 The Vendor must provide the remediation process that will be put into action in the event of a breach or compromise of information.
 - 10.3.2.3 The Vendor must provide information of any breaches within the past year, the impact of the breaches, and the reparations made due to any breaches.
 - 10.3.2.4 The Vendor must provide detail on what administrative access and action audit logs are available for the services provided.
 - 10.3.2.5 The Vendor must provide three customer references that can attest to the Vendor's experience with the security controls being offered.
- 10.3.3 The Vendor must document what intrusion prevention and detection capabilities are in place to protect the state's data and user information. The Vendor must maintain network security including, but not limited to:
- 10.3.3.1 Network firewall provisioning
 - 10.3.3.2 Intrusion detection/prevention
 - 10.3.3.3 Data encryption in transit and at rest
- 10.3.4 The Vendor must provide information on frequency and type of network and application layer vulnerability scans being performed, intervals for remediation, and outcome reports provided to the customer.
- 10.3.5 The Vendor must identify how Distributed Denial of Services (DDoS) attacks that may impact performance on the proposed domain for e-mail are mitigated.
- 10.3.6 The Vendor must provide detail on what data-level controls are provided with the proposed solution related to the following:
- 10.3.6.1 The secure transmission means (HTTPS or SFTP) or the exchange of system application data with the State and/or any other parties expressly designated by the State.
 - 10.3.6.2 The encryption of data transfer or electronic communications between the provider and the user while in transit.

- 10.3.6.3 The encryption of browser sessions and the type browsers supported for the transfer of state data across multiple devices.
- 10.3.7 All state data must be stored, processed, and maintained solely on designated target servers. State data must not be processed on or transferred to any portable or laptop computing device or any portable storage medium at any time, unless medium is in part of the Vendor's designated backup and recovery process.
- 10.3.8 All state data must be stored, processed, and maintained solely within the continental United States. At no time should state data be stored or transferred to any foreign soil or facilities. Preference will be given to a Vendor that can provide infrastructure and facilities within the State of Mississippi.
- 10.3.9 The Vendor must propose an option that allows for selected state data to be stored in encrypted form, using no less than 128 bit key encryption.
- 10.3.10 The Vendor must address if the proposed solution meets FIPS 140-2 encryption standards for data at rest and in transit.
- 10.3.11 The Vendor must provide detail on how the proposed solution provides data protection from loss, unauthorized access, disclosure, destruction, or alteration.
- 10.3.12 The Vendor must provide detail on how the proposed solution provides for Digital Signatures, PKI certification and authentication. Vendor must identify any additional cost for these services.
- 10.3.13 Vendor must agree that any and all data exchanged shall be used expressly and solely for the purpose enumerated in the current Agreement. Data shall not be distributed, repurposed or shaped across other applications, environments, or business units of the Vendor.
- 10.3.14 The Vendor must agree that no state data of any kind will be transmitted, exchanged or otherwise passed to other Vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by the State.
- 10.3.15 The Vendor must erase, destroy, and render unreadable any state data in whole or in part, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement.
- 10.3.16 The Vendor must allow state sponsored 3rd party onsite audits of respondent data center hosting facilities to ensure security

compliance as follow. Provision of SAS 70 Type II reports and FISMA certification does not mitigate the need for onsite audits:

- 10.3.16.1 Vendor must indicate the methodology and frequency that physical and logical security is audited; and
- 10.3.16.2 Audits may include, but not be limited to, vulnerability testing, social engineering, and penetration testing.
- 10.3.17 The proposed solution must adhere to all the requirements of the State of Mississippi Enterprise Security Policy and ensure that updates to the policy by the State are incorporated into the service offering.
- 10.3.18 The proposed solution must support two factor authentication and authorization, in addition to standard password authentication.
- 10.3.19 The Vendor must identify the support that is provided for e-signature capabilities.
- 10.3.20 The proposed solution must provide message threat filtering and malware protection to include inbound and outbound spam, phishing, virus, and e-mail filtering capabilities that can be managed and tuned by the customer.
- 10.3.21 The Vendor must agree that the state retains ownership of all its data.
- 10.3.22 The Vendor must ensure that state data under this agreement is protected and/or separated from other customers.
- 10.3.23 The Vendor must, at a minimum, agree to comply with the federal mandates and Executive Orders concerning security and privacy standards.
- 10.3.24 The Vendor's proposed facilities must have adequate Internet capacity to allow the provider to meet expected performance levels minimally defined under service level requirements in Item 16.
- 10.3.25 The proposed solution must offer a Health Insurance Portability and Accountability Act (HIPAA) compliant account option. Vendor must provide detail on how the proposed HIPAA account alternative meets the standards, guidelines, and requirements established for compliance.
- 10.3.26 Optional Requirement (not required, but desired) - As an option, the proposed solution may offer a Criminal Justice Information Services Division (CJIS) compliant account option. The Vendor must provide detail on how the proposed CJIS account alternative

meets the standards, guidelines, and requirements established for compliance.

10.4 Archive, Backup, and Disaster Recovery Requirement

- 10.4.1 The Vendor must provide Disaster Recovery (DR) and Continuity of Operations (COOP) capabilities. The Vendor must detail their DR and COOP methodology with sufficient detail to substantiate that the provider is able to meet the Recovery Point Objective (RPO) and Recovery Time Objective (RTO) service level commitments.
- 10.4.2 The Vendor must provide detail on the standard schedule for these DR operations.
- 10.4.3 The Vendor must have the ability to restore archived e-mail data to "live" status.
- 10.4.4 The Vendor must provide multiple redundant backups of e-mail messages and define how these backups are facilitated.
- 10.4.5 The proposed solution must have the ability to store and retrieve all e-mail data for the State for a specified time period before data is automatically processed for long term archiving.
- 10.4.6 The proposed solution must allow centralized message archiving to be retained forever.
- 10.4.7 The proposed solution must allow an e-mail administrator to view and perform all normal e-mail functions on archive without having to restore.
- 10.4.8 Access to archived messages must be available without restoration and using normal e-mail functions for message threading, search, etc. From a use case perspective this could be nothing more than finding all instances of e-mail messages on a specified topic(s) or from a specified user(s). Vendor must provide detail concerning how archived e-mail is accessed.
- 10.4.9 The proposed solution must allow complete e-mail records of permanent value, with associated metadata, attachments, and threads, to transfer to the State Archives upon completion of legal retention period.
- 10.4.10 The proposed solution must allow legal retention periods and disposition to be applied by agency per State policy and/or legal requirements.
- 10.4.11 The proposed solution must allow record series to be stored/managed, and legal retention periods and disposition to be

applied to records by agency per State policy or legal requirements.

- 10.4.12 The proposed solution must allow archived data to be extracted to an XML file that contains human-readable elements, attributes, and pointers, while retaining necessary context (sender, recipient, date).

11. **Functional Requirements**

The Vendor must propose a solution the meets or exceeds the following minimum requirements. The Vendor must provide details on how the proposed solution meets or exceeds each requirement:

- 11.1 The proposed solution must include e-mail, calendar, and contact capabilities.
- 11.2 The proposed solution must support e-mail messaging in Hyper Text Markup Language (HTML) and plain text formats.
- 11.3 The service should include a native desktop client that supports Microsoft XP, Vista, and Windows desktop operating systems. The native desktop should support the following:
 - 11.3.1 Provide access to e-mail, calendar, contacts, and tasks through the same native client;
 - 11.3.2 The ability to flag or tag e-mail messages;
 - 11.3.3 The ability to set follow-up reminders on e-mail messages;
 - 11.3.4 The ability to set the importance of an e-mail message as high or low by the sender;
 - 11.3.5 The ability for users to set rules on how e-mail is processed in the inbox;
 - 11.3.6 The ability for users to create a customized signature for e-mail messages;
 - 11.3.7 The ability for users to have multiple signatures and apply different signatures to messages;
 - 11.3.8 The ability to create an out-of-office notification;
 - 11.3.9 The ability to create personal distribution lists and contacts;
 - 11.3.10 The ability to retract/recall e-mail messages;

- 11.3.11 The ability to send different out-of-office notifications to internal and external e-mail senders;
- 11.3.12 The capability to delegate mailbox access to another user;
- 11.3.13 The capability to delegate access to multiple other users;
- 11.3.14 The capability to define what a delegated user has access to (for example: calendar, e-mail, contacts, tasks, notes, etc.);
- 11.3.15 The capability to define what access a delegated user has to each part of a mailbox (for example: read only, read, create, and modify, etc.);
- 11.3.16 Search capabilities for mail (including subfolders), calendar, contacts, and tasks;
- 11.3.17 The ability to sort messages in a mailbox (for example: recipient, data, subject, and category);
- 11.3.18 The ability to view only unread messages;
- 11.3.19 The ability to change the state of a message (for example, read to unread);
- 11.3.20 The ability to turn on or off a reading pane;
- 11.3.21 The ability to create folders and subfolders;
- 11.3.22 The ability to have multiple labels or categories for e-mail;
- 11.3.23 Spell check for e-mail and calendar events;
- 11.3.24 The ability to accept, tentatively accept, or decline calendar events;
- 11.3.25 The ability to propose new times for a calendar event;
- 11.3.26 Allow the state of meeting event to be viewed (for example: attendees that have accepted, tentatively accepted, or declined an invitation);
- 11.3.27 The ability to view calendars in multiple formats including daily, weekly, and monthly;
- 11.3.28 The ability to include and preview attachments in calendar events;
- 11.3.29 The ability to view calendar entries for free and busy times;
- 11.3.30 The ability to invite attendees;

- 11.3.31 The ability for users to request a delivery receipt for a message;
- 11.3.32 The ability for users to request a read receipt for a message;
- 11.3.33 The ability for users to set delivery options, such as, how replies are sent, specific delivery times for messages, etc.;
- 11.3.34 The ability to support a threaded or non-threaded conversation message view;
- 11.3.35 The ability to search contacts by organization; and
- 11.3.36 The ability to create tasks.

12. Training

- 12.1 The Vendor must detail what level of training is provided for users, administrators, and/or support staff to use and support the proposed solution.
- 12.2 The Vendor must provide end-user training information for desktop and web access clients.
- 12.3 The Vendor must provide a training outline within this proposal, detailing class objectives, scope, length of each class, subject material to be taught, locations, costs and prerequisites for each class.
- 12.4 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.
- 12.5 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*, for optional consideration by the State.
- 12.6 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.

13. Migration Requirements

- 13.1 The Vendor must provide details of what services are included as part of their proposal related to the migration of the current e-mail environments (Lotus, Microsoft Exchange, Groupwise, etc.) to the proposed enterprise hosted solution.
- 13.2 The Vendor must provide and describe the plan for co-existence with each entity's existing e-mail system during the migration.

- 13.3 The Vendor must commit to a date for having a production environment available to the state as soon as possible after the award of this contract.
 - 13.4 The Vendor must migrate data from the State's existing Microsoft Exchange systems in an automated function, without requiring individual users to manually export and import contacts and groups. Existing data includes, but is not limited to data located in:
 - 13.4.1 Contacts
 - 13.4.2 Address books
 - 13.4.3 Email
 - 13.4.4 Folders and subfolders
 - 13.4.5 Calendar
 - 13.4.6 Appointments
 - 13.4.7 Tasks
 - 13.5 Vendor must plan the migration to the new solution to allow co-existence with the existing contact addressing and e-mail systems with minimum downtime.
 - 13.6 As part of the migration of services, the Vendor must identify any and all licensing requirements for the proposed solution. The Vendor must take into consideration all existing licenses, where applicable, and must make recommendations for licensing changes to maximize benefit and minimize cost to the State.
14. **Other Requirements**
- 14.1 Vendor must specify which services are provided through company-owned facilities and those that are being re-sold.
 - 14.2 It is the State's preference that the services proposed be facilities-based within the State of Mississippi. Vendors must clearly identify what components of their proposal are based within the state or elsewhere within the country.
 - 14.3 The Vendor should provide details and pricing options for associated Microsoft products or other products and services including, but not limited to the following. ITS reserves the right to add associated products and services deemed beneficial to the State:
 - 14.3.1 Microsoft SharePoint Online
 - 14.3.2 Microsoft Lync Online

14.3.3 Microsoft Office Online

14.3.4 Online Archiving

15. Maintenance and Support

15.1 The Vendor must provide 24/7 support that includes a local support number and a toll free support number.

15.2 The Vendor must commit to minimize queue time for access to the support staff (such as a maximum hold time of five minutes).

15.3 The Vendor must provide an online trouble reporting system that can be utilized by the State for reporting routine troubles. Vendor must include, at minimum:

15.3.1 The capability to open, track, and print trouble tickets from creation to completion in a secure environment.

15.3.2 The online system must incorporate regular status updates on the ticket and a customer callback upon resolution of the problem.

15.3.3 The system must allow the customer to view trouble ticket details and history.

15.3.4 The trouble ticket should not be closed until the customer has verified that the reported problem has indeed been resolved.

15.3.5 For major outages, the Vendor must have designated staff available to work with the State's staff to coordinate the repair process.

15.3.6 The Vendor must provide details on other features and functions of the proposed solution.

15.4 The Vendor must provide detailed escalation procedures for raising the priority of a problem.

15.5 The Vendor must provide notification by phone within 30 minutes of an outage that affects multiple services on the State's network. This verbal notification must be followed with a written explanation of the problem, the cause of the problem, the solution to the problem, estimated time for recovery, and the steps taken or to be taken to attempt to prevent a reoccurrence.

15.6 The Vendor must also provide both verbal and written notification of any planned upgrades, modifications, etc. that may affect the State network.

15.7 The Vendor must provide details regarding how service upgrades are tested and delivered.

- 15.8 The Vendor must also provide details on how they support testing of upgrades with 3rd party tools or integrated systems.
- 15.9 The Vendor must describe its existing technician/installer base in Mississippi or in the United States.
- 15.10 The Vendor must provide go live support deliverables including on-site support, help desk integration and the overall ongoing support plan.
- 15.11 The Vendor must clarify the responsibility for providing end-user help desk services. The Vendor must provide detail on how the proposed support model benefits the State and minimizes the requirements for support staff at the agency level. A more robust help desk solution is desirable.
- 15.12 The Vendor must provide agency administrators access to a trouble ticketing system available to report, update, and check status of service incidents.
- 15.13 The Vendor must provide integration to the trouble ticketing system through a web service supported Application Program Interface (API).
- 15.14 The Vendor must specify and provide:
 - 15.14.1 The process that the State will follow to call the respondent for support;
 - 15.14.2 The individual(s) providing the support, and
 - 15.14.3 Describe the basis of availability.

16. Service Level and Hosting Requirements

- 16.1 The Vendor must provide a list of all service components covered in the Vendor's SLA to include: e-mail, calendar, contact, collaboration tools, legal archive and e-discovery, and mobile device access.
- 16.2 The Vendor must propose an enterprise solution that will deliver availability of 99.9% or greater, excluding scheduled downtime required for maintenance and upgrades. Measurement must be reported on a monthly basis with a cumulative year-to-date. In the event that any state entity is unable to achieve the 99.9% application availability for a given calendar month, Vendor shall reimburse the state entity 25% of the monthly payment-processing fee.
- 16.3 The Vendor must provide details regarding server availability tracking metrics and internal delivery time metrics that are used to establish service level agreement criteria.
- 16.4 The Vendor must describe the remedy (service credits) if they fail to meet incident response time and incident fix time service levels. The state reserves the right to negotiate these terms.

- 16.5 The Vendor must describe the remedy if uptime availability metrics are not met on a per use and system wide basis.
- 16.6 The Vendor must describe the procedures and schedules for any planned downtime.
- 16.7 The Vendor must describe the remedy if disaster recovery metrics are not met.
- 16.8 The Vendor must describe any known inherent disaster recovery risks and indicate potential mitigation strategies.
- 16.9 The Vendor must describe any SLAs addressing key application functions such as time for user login.
- 16.10 The Vendor must describe the deleted item recovery capabilities and specify the time period for deleted item recovery.
- 16.11 The Vendor must describe the procedure for mailbox/message recovery.
- 16.12 The Vendor must commit to the Recovery Point Objective (RPO) of no more than 15 minutes of lost data.
- 16.13 The Vendor must commit to Recovery Time Objective (RTO) of up within 1 hour of outage.
- 16.14 The Vendor must furnish: (1) Minimum PC system and browser technical specifications necessary to access the proposed solution as proposed, and (2) Recommended PC system and browser technical specifications necessary to access the solution as proposed.
- 16.15 The proposed solution must support unlimited concurrent users, or allow all accounts included in the contract to have concurrent use of the system. The Vendor must identify and describe the maximum number of concurrent users that the system will support.
- 16.16 The Vendor must ensure that the system's performance is not degraded when the system is fully loaded. Response time must not exceed three (3) seconds per command. The Vendor must describe the maximum system load that the standard system will support. Failure to meet the desired response time requirement may subject the Vendor to liquidated damages.
- 16.17 The Vendor must indicate the proposed solution's capacity and provide details on additional capacity planning that would be required for future expansion.
- 16.18 The Vendor must provide Customer access to all of the technical information concerning operation of the site, including but not limited to, server specifications, Internet connection information, personnel requirements, ongoing support required and software implementations.

17. Service Exit Strategy

- 17.1 The Vendor must commit and provide documentation on the process for migration from their service offerings. This migration includes but is not limited to e-mail, calendar, contacts, collaboration tools, and legal archive. Migrations could occur at the end of the contract for all state services, or for an individual entity during the term of the contract.
- 17.2 The Vendor must provide migration/transition support for up to six months for individual entities that includes synchronization during the migration time period, should an entity elect to migrate from the Vendor's service offering during the term of the contract.
- 17.3 The Vendor must provide migration/transition support for up to 12 months for the entire State account that includes synchronization during the migration period, should the State select to migrate from the Vendor's service offering.
- 17.4 The Vendor should export data in industry standard formats to include defacto industry standard .pst files. Vendor must list supported data formats.

18. Change Orders/Amendments

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

The Vendor shall have no obligation to proceed with any change that has a price or schedule effect until the parties have mutually agreed in writing. Neither the State nor the Vendor shall be obligated to execute such a change order; and if no such change order is executed, the Vendor shall not be obliged or authorized to perform services beyond the scope of the contract documents.

With respect to any change orders, the Vendor shall be compensated for work performed under a change order according to the proposed hourly change order rate(s). If there is a service that is not defined in the change order rate, the Vendor and the State will negotiate the rate. The Vendor shall invoice the Customer upon acceptance by the Customer of all work documented in the change order, and the Customer shall pay invoice amounts on the terms set forth in the Agreement (see Article 8, Method of Payment, of the standard contract in Appendix A of this RFP). The proposed change order hourly rates shall remain valid for the duration of the Agreement, with annual increases not to exceed the lesser of a five percent increase or an increase in the consumer price index, all Urban Consumer U.S. City Average (C.P.I.-U).

Upon agreement of the parties to enter into a change order, the parties will execute a change order setting forth in reasonable detail the work to be performed, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to implement the work contemplated. The price of the work to be performed under any

change order will be determined based upon the change order rate; however, the change order will be issued for a total fixed dollar amount and may not be exceeded regardless of the number of hours actually expended by the Vendor to complete the work required by that change order.

Vendor must submit, in Section VIII, *Cost Information Summary*, Table 3 an hourly rate, or rate schedule for performing any Change Orders requested by the State as follows:

- 18.1 The Vendor must submit a fully-loaded rate to include any travel or per diem costs, and a base rate that does not include travel or per diem costs. The fully-loaded rate would be used only when travel is required. These rates shall remain in effect for the duration of the contract.
- 18.2 The Vendor staff related travel expenses as required and approved by the State for a Change Order must be invoiced at the fully-loaded rate (or less) since travel expenses will not be reimbursed. Change Order hours for any Vendor staff where travel is not required or approved by the State must be invoiced at the base rate (or less).

19. Cost Information

- 19.1 The Vendor must propose a fixed amount for all services requested in this RFP including equipment, software, professional services, implementation, equipment maintenance, software support, training, and any travel, subsistence or lodging costs as applicable. A fixed price proposal must be submitted using the table in Section VIII, *Cost Information Submission*.
- 19.2 The Vendor must include and complete all parts of the cost proposal, Section VIII, *Cost Information Submission*, in a clear and accurate manner. The Vendor must summarize all costs in Section VIII and fully and explicitly itemize them on a separate document as supporting documentation of how they were derived. These costs must include all initial, one-time purchase prices, as well as, all recurring costs for ongoing maintenance, licensing, or other items.
- 19.3 All proposed one-time and recurring costs must be itemized in Section VIII. When proposing cost, the Vendor must take into account that the State plans to contract for a five-year initial term with two optional two-year extensions. Recurring costs must be fixed and not subject to escalation over this term.
- 19.4 The Vendor must specify the charge basis under which the hosted service is being proposed: subscription, transaction or other basis. The agency expects a monthly billing cycle for all recurring charges.

20. Scoring Methodology

- 20.1 An Evaluation Team composed of State IT agency representatives and **ITS** staff will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals.

- 20.1.1 Each category included in the scoring mechanism is assigned a weight between one and 100.
- 20.1.2 The sum of all categories equals 100 possible points.
- 20.1.3 For the evaluation of this RFP, the Evaluation Team will use the following categories and possible points:

Category		Possible Points
Non-Cost Categories:		
Vendor Qualifications and Experience	15	
Project Management/Administrative Requirements	5	
Technical Requirements	15	
Functional Requirements	20	
Training/Migration/Maintenance and Support	10	
Total Non-Cost Points		65
Cost		35
Maximum Possible Points		100

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

20.2.1 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.

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

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

Non-Cost Categories	Possible Points
Vendor Qualifications and Experience	15
Project Management/Administrative Requirements	5
Technical Requirements	15
Functional Requirements	20
Training/Migration/Maintenance and	10

Support	
Maximum Possible Points	65

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

20.2.2.3 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 'Functional Requirements' category was allocated 15 points; a proposal that fully met all requirements in that section would have scored 13.5 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.

20.2.3 Stage 3 – Cost Evaluation

20.2.3.1 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

20.2.3.2 Cost categories and maximum point values are as follows:

Cost Category	Possible Points
Lifecycle Cost	35
Maximum Possible Points	35

20.2.4 Stage 4 – Selection of the successful Vendor

20.2.4.1 On-site Demonstrations and Interviews

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

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

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

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

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

20.2.4.2 Site Visits

20.2.4.2.1 At the State's option, Vendors that remain within a competitive range must be prepared to provide a reference site within seven calendar days of notification.

20.2.4.2.2 If possible, the reference site should be in the Southeastern region of the United States. Vendor must list potential reference sites in the proposal.

20.2.4.3 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.

Table 2 –Services and Miscellaneous

Category	Item Description	Quantity or Frequency of Cost (per month, one time, etc.)	Extended Cost
1. Training			
2. Migration			
3. Professional Services			
4. Other (please specify)			
5. Other (please specify)			
6. Other (Please specify)			
Total Initial Cost			
Maintenance/Support/Other			
Other (Specify)			
Other (Specify)			
Total Annual On-going Cost			

Table 3 – Change Order Rates

Item Description	Base Hourly Rate	Fully-Loaded Hourly Rate

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 **four (4)** references consisting of Vendor accounts that the State may contact. Required information includes customer contact name, address, telephone number, e-mail 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. (That is, the State does not typically accept proposals in which the prime Vendor is only a brokering agent.)

REFERENCE FORM

Complete four (4) **Reference Forms**.

Contact Name:

Company Name:

Address:

Phone #:

E-Mail:

Project Start Date:

Project End Date:

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

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SUBCONTRACTOR REFERENCE FORM

Complete a separate form for each subcontractor proposed.

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

Scope of services/products to be provided by subcontractor:

Complete 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:

APPENDIX 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 40437
MASTER CLOUD-HOSTED ENTERPRISE E-MAIL AGREEMENT
BETWEEN
INSERT VENDOR NAME
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI

This Master Cloud-Hosted Enterprise E-mail Agreement (hereinafter referred to as "Master Agreement") is entered into by and between **INSERT VENDOR NAME**, a **INSERT STATE OF INCORPORATION** corporation having its principal offices at **INSERT VENDOR STREET ADDRESS** (hereinafter referred to as "Contractor") and the Mississippi Department of Information Technology Services, having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the governmental agencies, educational institutions and governing authorities of the State of Mississippi (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively referred to herein as "State".

WHEREAS, ITS, pursuant to Request for Proposals ("RFP") No. 3723, requested proposals for the acquisition of a master agreement containing the terms and conditions which will govern any orders placed by ITS or other designated entities during the term of this Master Agreement for cloud-hosted enterprise e-mail services (collectively referred to as "Services") which will be administered by ITS; and

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

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

ARTICLE 1 TERM OF AGREEMENT AND PRICE RE-DETERMINATION

1.1 Unless this Master Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Master Agreement shall become effective on the date it is signed by all parties (the "Effective Date") and shall continue in effect for five (5) years thereafter ("Initial Term"). At the end of the Initial Term, this Master Agreement may, upon the written agreement of the parties, be renewed for two (2) additional two (2) year terms. Sixty (60) days prior to the expiration of the Initial Term or any renewal term of this Master Agreement, Contractor shall notify ITS in writing of the impending expiration and thereafter ITS shall notify the Contractor of its intent to either renew or cancel the Master Agreement.

1.2 The parties agree that price re-determination will be conducted annually throughout the life of the Master Agreement. It is understood that if after good faith negotiations during any cycle of price re-determinations, the parties are unable to agree on the pricing, ITS may, in its sole discretion, elect to terminate this Master Agreement pursuant to Article 14 herein.

ARTICLE 2 DEFINITIONS

The following terms as used herein shall have the following meanings:

2.1 “Contractor” shall mean **INSERT VENDOR NAME** and its successors and assigns (subject to the provisions of the article herein titled “Authority, Assignment and Subcontracts”).

2.2 “Customer” shall mean the governmental agencies, educational institutions and governing authorities within Mississippi.

2.3 “ITS” shall mean the Mississippi Department of Information Technology Services.

2.4 “Master Agreement” shall mean this Master Cloud-Hosted Enterprise Email Agreement and any agreed upon amendments thereto, between ITS and Contractor.

2.5 “Services” shall mean the cloud-hosted enterprise email services provided by Contractor pursuant to this Master Agreement.

2.6 “State” shall mean ITS and Customer collectively.

ARTICLE 3 MODIFICATION OR RENEGOTIATION

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

ARTICLE 4 INCLUDED PARTIES

Contractor will accept orders and furnish the Services under this Master Agreement to the Customer at the prices specified in Exhibit A, which is attached hereto and incorporated herein by reference. It is understood that the pricing is not subject to being increased during this Master Agreement.

ARTICLE 5 ORDERS

5.1 The State does not make any guarantees as to email boxes or dollars to be spent under this Master Agreement.

5.2 Contractor agrees to provide to ITS, at no additional charge, semi-annual reports, with such reports listing the state agency, educational institution or other governmental entity name, total number of email boxes, total cost for same, and any other information as may be mutually agreed upon by ITS and the Contractor. Summary reports for the time period of January 1 through June 30 shall be submitted by Contractor on or before August 1 of each year. Summary reports for the time period of July 1 through December 31 shall be submitted by Contractor on or before February 1 of each year.

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

5.4 Contractor represents and warrants that all of the prices, discounts, terms, warranties

and benefits granted by Contractor to the State under this Master Agreement are comparable to or better than the prices, discounts, terms, warranties and benefits that, as of the Effective Date of this Master Agreement, Contractor has extended to any other purchaser of Services (not including any customers to whom Contractor provides Services without charge). If Contractor should enter into any agreement with another purchaser during the term of this Master Agreement under which such purchaser is afforded more favorable prices, discounts, terms, warranties and benefits, then Contractor agrees to amend this Master Agreement, retroactively to the effective date of the agreement with the other purchaser, so as to extend such favorable prices, discounts, terms, warranties and benefits to the State.

ARTICLE 6 RESPONSIBILITIES OF CONTRACTOR

Contractor represents and warrants as follows:

6.1 Contractor shall provide the Services as specified in Section VII of RFP No. 3723 and Contractor's Proposal, as accepted by ITS, in response thereto.

ARTICLE 7 SERVICE LEVEL AGREEMENT

Contractor guarantees that the enterprise email solution will be accessible at least 99.9% of the time twenty-four (24) hours a day, seven (7) days a week, except for downtime required for maintenance and upgrades. Measurement shall be reported by Contractor on a monthly basis with a cumulative year-to-date. In the event that any Customer is unable to achieve the 99.9% application availability for a given calendar month, Contractor shall reimburse the Customer twenty-five percent (25%) of the monthly processing payment fee.

ARTICLE 8 METHOD OF PAYMENT

The State agrees to pay the Contractor for the Services rendered at the prices set forth in the Contractor's Proposal as accepted by the State in response to RFP No. 3723. The Contractor shall submit an invoice monthly with the appropriate documentation to the State as Services are rendered. The State may, in its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Master Agreement. The State agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the State within forty-five (45) days of receipt of the invoice. The Contractor understands and agrees that the State is exempt from the payment of taxes in the State of Mississippi. All payments shall be in United States currency. Payments by state agencies that make payments through the Statewide Automated Accounting System ("SAAS") shall be made and remittance information provided electronically as directed by the State. Payments by SAAS agencies shall be deposited into the bank account of the Contractor's choice. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Contractor shall remain responsible and liable for full performance.

ARTICLE 9 WARRANTIES

9.1 Contractor represents and warrants that all Services provided by Contractor shall meet or exceed the minimum specifications set forth in RFP No. 3723 and Contractor's Proposal, as accepted by ITS, in response thereto.

9.2 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 Master Agreement. For any breach of this warranty, the Contractor shall perform the Services again, at no cost to the State, or if the Contractor is unable to perform the Services as warranted, the Contractor shall reimburse the State the fees paid to the Contractor for the unsatisfactory Services.

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

ARTICLE 10 EMPLOYMENT STATUS

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

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

10.3 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.

ARTICLE 11 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Customer location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any

of the staff and/or student body, will be asked to leave the premises and may be suspended from further work on the premises. All Contractor employees and subcontractors who will be working at such locations to install or repair equipment shall be covered by Contractor's comprehensive general liability insurance policy.

ARTICLE 12 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

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

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

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

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

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

ARTICLE 13 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the State to proceed under this Master Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Master Agreement. If the funds anticipated for the fulfillment of this Master Agreement are at any time, not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to the State for the payments or performance due under this Master Agreement, the Customer shall

have the right to immediately terminate this Master Agreement as to itself only, without damage, penalty, cost or expense to Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Customer shall have the sole right to determine whether funds are available for the payments or performances due under this Master Agreement. In the event of such termination, Contractor shall receive just and equitable compensation for Services rendered by Contractor to Customer prior to termination.

ARTICLE 14 TERMINATION

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

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

ARTICLE 15 GOVERNING LAW

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

ARTICLE 16 WAIVER

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

be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

ARTICLE 17 SEVERABILITY

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

ARTICLE 18 CAPTIONS

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

ARTICLE 19 HOLD HARMLESS

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect and exonerate the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Contractor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform this Master Agreement; provided (a) Contractor is given prompt written notice of any such claim or suit of which the State has knowledge, (b) Contractor or its designee has, to the extent authorized by Mississippi law, sole control of the defense or settlement of any such claim or suit, and (c) the State cooperates and assists Contractor in the defense of any such claim or suit, all at Contractor's expense.

ARTICLE 20 THIRD PARTY ACTION NOTIFICATION

Contractor shall give the State prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this Master Agreement, and/or which may affect Contractor's performance under this Master Agreement. Failure of the Contractor to provide such written notice to the State shall be considered a material breach of this Master Agreement and the State may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 21 AUTHORITY TO CONTRACT

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

ARTICLE 22 NOTICE

Any notice required or permitted to be given under this Master Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier

with signed receipt, to the party to whom the notice should be given at their usual business address. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Contractor's address for notice is: **INSERT VENDOR NAME, TITLE & ADDRESS 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 through compliance with the procedures set forth in this Article.

ARTICLE 23 RECORD RETENTION AND ACCESS TO RECORDS

Contractor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Master Agreement. The Customer, ITS, any state or federal agency authorized by statute or regulation to audit Customer, and/or any of their duly authorized representatives, shall, at their expense and upon prior reasonable notice to Contractor, have access to any of Contractor's books, proposals, documents, papers and/or records that are reasonably pertinent to this Master Agreement and any orders placed hereunder to make audits, 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 Master Agreement and any orders placed hereunder shall be retained by Contractor for three (3) years from the date of receipt of final payment under this Master Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 24 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 25 DISPUTES

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

ARTICLE 26 COMPLIANCE WITH LAWS

26.1 Contractor shall comply with, and all activities under this Master Agreement shall be subject to all ITS policies and procedures and all applicable federal, state and local laws, regulations, policies and procedures as now existing and as may be amended or modified.

Specifically, but not limited to, Contractor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Master Agreement because of race, creed, color, sex, age, national origin or disability. Further, if applicable, Contractor shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein.

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

ARTICLE 27 SOVEREIGN IMMUNITY

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

ARTICLE 28 CONFIDENTIAL INFORMATION

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

28.2 With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Master Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Contractor. 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 29 EFFECT OF SIGNATURE

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

ARTICLE 30 SURVIVAL

Articles 9, 15, 19, 23, 27, 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 Master Agreement.

ARTICLE 31 ENTIRE AGREEMENT

31.1 This Master Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. RFP No. 3723, and Contractor's Proposal, as accepted by the State, in response thereto are hereby incorporated into and made a part of this Master Agreement as far as the individual governmental agency/institution is concerned.

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

- A. This Master Agreement signed by Contractor and ITS;
- B. Any exhibits attached to this Master Agreement;
- C. RFP No. 3723, and
- D. Contractor's Proposal, as accepted by ITS, in response to RFP No. 3723.

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

ARTICLE 32 DEBARMENT AND SUSPENSION CERTIFICATION

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

ARTICLE 33 ADVERTISING AND NEWS RELEASES

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

ARTICLE 34 COMPLIANCE WITH ENTERPRISE SECURITY POLICY

Contractor and the State understand and agree that all Services provided by Contractor under this Master 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 Master 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.

ARTICLE 35 TRANSPARENCY

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Master Agreement shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting this Master Agreement to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS.

ARTICLE 36 PERSONNEL ASSIGNMENT GUARANTEE

Contractor guarantees that the dedicated local account team assigned to this project will remain a part of the project throughout the duration of this Master Agreement as long as the personnel are employed by the Contractor and are not replaced by Contractor pursuant to ITS' request. Contractor further agrees that the assigned personnel will function in the capacity for which their services were acquired throughout the life of this Master Agreement, and any failure by Contractor to so provide these persons shall entitle ITS to terminate this Master Agreement for cause. Contractor agrees to pay ITS fifty percent (50%) of the total contract amount if any of the assigned personnel is removed from the project prior to the ending date of the contract for reasons other than departure from Contractor's employment or replacement by Contractor pursuant to ITS' request. Subject to ITS' written approval, the Contractor may substitute qualified persons in the event of the separation of the incumbents therein from employment with Contractor or for other compelling reasons that are acceptable to ITS, and in such event, will be expected to assign additional staff to support ITS within thirty (30) calendar days or within such other mutually agreed upon period of time, or ITS may, in its sole discretion, terminate this Master Agreement immediately without the necessity of providing thirty (30) days' notice. The replacement personnel shall have equal or greater ability, experience and qualifications than the departing personnel, and shall be subject to the prior written approval of ITS. In the event of

Contractor personnel loss or redirection, the services performed by the Contractor shall be uninterrupted and the Contractor shall report in required status reports its efforts and progress in finding replacements and the effect of the absence of those personnel.

ARTICLE 37 PERFORMANCE BOND

As a condition precedent to the formation of this Master Agreement, the Contractor must provide a performance bond as herein described. To secure the Contractor's performance, the Contractor shall procure, submit to ITS with this executed Master Agreement, and maintain in effect at all times during the course of this Master Agreement, a performance bond in the amount of one million dollars (\$1,000,000.00). The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the performance bond, and shall identify a contact person to be notified in the event the State is required to take action against the bond. The term of the performance bond shall be concurrent with the term of this Master Agreement. If applicable, and at ITS' sole discretion, ITS may, at any time during the term of this Master Agreement, review Contractor's performance and determine that the Contractor's performance bond may be reduced or released prior to expiration of the Master Agreement. The performance bond shall be procured at Contractor's expense and be payable to ITS. The cost of the bond may be invoiced to the Customer after project initiation only if itemized in the Contractor's cost proposal and in the attached Exhibit A. Prior to approval of the performance bond, ITS reserves the right to review the bond and require Contractor to substitute an acceptable bond in such form as ITS may reasonably require. The premiums on such bond shall be paid by Contractor. The bond must specifically refer to this Master Agreement and shall bind the surety to all of the terms and conditions of this Master Agreement. If the Master Agreement is terminated due to Contractor's failure to comply with the terms thereof, ITS may claim against the performance bond.

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

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

Insert Vendor Name

By: _____
Authorized Signature

By: _____
Authorized Signature

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

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

EXHIBIT A