



RFP No: 3620

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until March 4, 2010 @ 3:00 p.m. Central Time for the acquisition of the products/services described below for Mississippi Department of Information Technology Services.

For submissions offered for inclusion on the Software Curriculum Express Products List for the acquisition of curriculum software and related services for the State of Mississippi

The Vendor must submit proposals and direct inquiries to:

Jane Woosley Technology Consultant Information Technology Services Suite 508, 301 N. Lamar Street Jackson, MS 39201-1495 (601) 359-2081 Jane.Woosley@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. 3620 due March 4, 2010 @ 3:00 p.m., ATTENTION: Jane Woosley

David L. Litchliter
Executive Director, ITS

ITS RFP Response Checklist

RFP Response Checklist: These items should be included in your response to RFP 3620.

- _____ 1. One clearly marked original response and zero (0) identical copy/copies of the complete proposal. Label the front and spine of the three-ring loose-leaf binder with the Vendor name and RFP number. Include the items listed below inside the binder. Please DO NOT include a copy of the RFP in the binder.
- _____ 2. *Submission Cover Sheet*, signed and dated. (Section I)
- _____ 3. *Proposal Exception Summary*, if applicable (Section V)
- _____ 4. Vendor response to *RFP Questionnaire* (Section VI)
- _____ 5. One printout of spreadsheet submissions detailed in *Cost Information Submission*. (Section X)
- _____ 6. Diskette or CD containing electronic copies of all the spreadsheets as described in Section IX and X.
- _____ 7. One printout of the *Vendor Information Sheet*. (Section X)
- _____ 8. *References* (Section XI)
- _____ 9. Vendor response to *Marketing Report* (Section XII) for sales from April 2009 to current {Not applicable for new vendors}

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SECTION I

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.

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PROPOSAL BONDS

Please refer to Item No. 36, “Proposal Bond” in Section IV to determine if a Proposal Bond is required for this procurement. If required, please attach the bond here.

SECTION II

PROPOSAL SUBMISSION REQUIREMENTS

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

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

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

- 8.1 The Vendor is required to submit one clearly marked original response and zero (0) identical copy/copies of the complete proposal, including all sections and exhibits, in three-ring binders.

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

10. **ITS** reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing **ITS** staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at the State's discretion, result in the disqualification of the Vendor's proposal.
11. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **ITS**.
12. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
 - 12.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.
 - 12.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.
 - 12.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
 - 12.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.
 - 12.5 The Vendor must submit a statement outlining the circumstances for the clarification.
 - 12.6 The Vendor must submit one clearly marked original and no copies of the clarification.
 - 12.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).
13. **Communications with State**

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

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

- 13.1 The State's contact person for the selection process is: Jane Woosley, Technology Consultant, 301 North Lamar Street, Ste. 508, Jackson, MS 39201, 601-359-2081, Jane.Woosley@its.ms.gov.

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

SECTION III VENDOR INFORMATION

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

1. **Interchangeable Designations**

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

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

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

3. **Proposal as Property of State**

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

4. **Written Amendment to RFP**

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

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. Should you be unable to access the ITS website, you may contact the ITS technology consultant listed on page one of this RFP and request a copy.

5. **Oral Communications Not Binding**

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

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

Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The State will not be responsible for the failure of any delivery medium for

submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

7. **Evaluation Criteria**

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

8. **Multiple Awards**

ITS reserves the right to make multiple awards.

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

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

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

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

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

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

12. **Right to Request Information**

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

13. Vendor Personnel

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

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

14. Vendor Imposed Constraints

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

15. Best and Final Offer

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

16. Restriction on Advertising

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

17. Rights Reserved to Use Existing Product Contracts

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

18. Additional Information to be Included

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

19. Valid Contract Required to Begin Work

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

SECTION IV LEGAL AND CONTRACTUAL INFORMATION

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

1. **Acknowledgment Precludes Later Exception**

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

2. **Failure to Respond as Prescribed**

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

3. **Contract Documents**

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

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

4. **Order of Precedence**

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

5. **Additional Contract Provisions**

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

6. **Contracting Agent by Law**

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

7. **Mandatory Legal Provisions**

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

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

8. Approved Contract

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

9. Contract Validity

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

10. Order of Contract Execution

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

11. Availability of Funds

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

12. CP-1 Requirement

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

13. Requirement for Electronic Payment and Invoicing

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

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

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

14. Time For Negotiations

14.1 All contractual issues must be successfully negotiated within 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. **Remote Access via Virtual Private Network**

Vendor must understand that the State of Mississippi's Enterprise Security Policy mandates that all remote access to and/or from the State network must be accomplished via a Virtual Private Network (VPN). If remote access is required at any time during the life of this Agreement, Vendor and the State agree to implement/maintain a VPN for this connectivity. This required VPN must be IPSec-capable (ESP tunnel mode) and will terminate on a Cisco VPN-capable device (i.e. VPN concentrator, PIX firewall, etc.) on the State's premises. Vendor agrees that it must, at its expense, implement/maintain a compatible hardware/software solution to terminate the specified VPN on the State's premises. The parties further understand and agree that the State protocol standard and architecture are based on industry-standard security protocols and manufacturer engaged at the time of contract execution. The State reserves the right to introduce a new protocol and architecture standard and require the Vendor to comply with same, in the event the industry introduces a more secure, robust protocol to replace IPSec/ESP and/or there is a change in the manufacturer engaged.

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/TOC4?OpenView> or from ITS upon request.

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

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

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

35. Risk Factors to be Assessed

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

36. Proposal Bond

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

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

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

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

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

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

The Vendor is not required to include the price of a performance bond or irrevocable bank letter of credit with his RFP proposal. If required, 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, on behalf of Mississippi Department of Information Technology Services, with the executed contract, (a) a performance bond from a reliable surety company authorized to do business in the State of Mississippi or (b) an irrevocable bank letter of credit that is acceptable to the State. The Performance Bond or the Irrevocable Letter of Credit shall be for the total amount of the contract or an amount mutually agreed upon by the State and the successful Vendor and shall be payable to Mississippi Department of Information Technology Services, to be held by their contracting agent, the Mississippi Department of Information Technology Services. No contract resulting from this RFP will be valid until the required Performance Bond or Irrevocable Bank Letter of Credit has been received and found to be in proper form and

amount. The Vendor agrees that the State has the right to request payment for a partial amount or the full amount of the Irrevocable Letter of Credit/Performance bond should the products/services being procured hereunder not be provided in a manner consistent with this RFP and the Vendor's proposal by the delivery dates agreed upon by the parties. The State may demand payment by contacting the bank issuing the letter of credit or the bonding company issuing the performance bond and making a written request for full or partial payment. The issuing bank/bonding company is required to honor any demand for payment from the State within fifteen (15) days of notification. The letter of credit/performance bond shall cover the entire contract period, with the exception of post-warranty maintenance and support, and shall not be released until final acceptance of all products and deliverables required herein or until the warranty period, if any, has expired, whichever occurs last. If applicable, and at the State's sole discretion, the State may, at any time during the warranty period, review Vendor's performance and performance of the products/services delivered and determine that the letter of credit/performance bond may be reduced or released prior to expiration of the full warranty period.

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

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

39. **Protests**

The Executive Director of **ITS** and/or the Board Members of **ITS** or their designees shall have the authority to resolve Vendor protests in connection with the selection for award of a contract. Copies of the protest procedures are available on the **ITS** Internet site - **ITS** Protest Procedure and Policy, Section 019-020, **ITS** Procurement Handbook at: <http://dsitspe01.its.ms.gov/its/procman.nsf/TOC4?OpenView> 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 3620.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the **ITS** Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or \$250,000, 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 by going to the **ITS** website, <http://www.its.ms.gov>, clicking on the “Procurement” button to the left of the screen, selecting “Vendor Information”, scrolling to the bottom of the page, and clicking on the link “Forms Required in RFP Responses.” 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 email at minority@mississippi.org.

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

2. **Certification of Authority to Sell**

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

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

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

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

4. **Pending Legal Actions**

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

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

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

6. **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/rfps/rfps_awaiting.shtml. We will post clarifications until noon seven days prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable.

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

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

7. Cost Proposal

Vendor must answer the following questions regarding the proposed pricing. Note that it is not acceptable to propose retail price in your submission. It is expected that the Vendor propose a discounted cost. The products and pricing proposed by Vendor must still go through a cost evaluation.

- 7.1 Is there a “List” price list or “MSRP” or similar designation price list for your products? If yes, please explain and provide a URL to a website where the price list may be accessed or instructions on how to obtain a list.
- 7.2 Does the Manufacturer or proposing Vendor maintain some other price list that can be used as a “benchmark” by the State? For instance, you might propose the same pricing as another state contract. If yes, please explain a URL to a website where the price list may be accessed or instructions on how to obtain a list.
- 7.3 Explain the cost basis for your proposal for Software Curriculum EPL 3620. This explanation might include reference to a standard Manufacturer price list for example, and the percentage discount off of list being used in your proposal.
- 7.4 What method will be used to calculate the pricing throughout the contract period?

SECTION VII EXPRESS PRODUCTS LIST OVERVIEW

1. **Format of Proposal**

Respond to the sections in the same order as the RFP, using the “RFP Response Checklist” at the front of this RFP as your guide.

2. **EPL Information**

2.1 Responses to this Express Products RFP will be used to produce an EXPRESS PRODUCTS LIST (EPL) that provides **ITS** clients and staff with quick access to information regarding frequently requested items in full compliance with all purchasing requirements.

2.2 The EPL is available for review on the **ITS** Web site at <http://www.its.ms.gov/EPL.shtml> .

2.3 The EPL has a specified dollar limit up to which clients may make purchases from the EPL without coming through **ITS** for approval.

2.4 **ITS** EPL clients include state agencies and institutions of higher learning, which are under **ITS** purview, and local government entities such as cities, counties, local school districts, and community colleges, which are not under **ITS** purview.

2.4.1 All EPL clients may make routine purchases from the EPL up to the specified dollar limits as defined under **Procurement Instruments: Express Products lists (EPLs)** as defined in the **ITS** Procurement Handbook.

2.4.2 State agencies and institutions may be authorized to make planned purchases from the EPL over the specified dollar limits in line with their Long Range Information Systems Plan as defined under the **Planned Purchases Procedure** as defined in the **ITS** Procurement Handbook.

2.4.3 All EPL clients may make purchases from the EPL over the specified dollar limits only by coming through **ITS** for approval.

2.4.4 **ITS** clients are not required to use EPLs for their purchases.

2.5 It is a goal of the EPL to make lists of quality products in defined categories available to state customers from reputable sources at the best possible prices.

2.6 Pricing is a major concern of **ITS**. Therefore Vendors must submit their pricing structure comparable to national pricing trends, the GSA, other

statewide contracts, or other prominent pricing benchmark in terms of volume discounts.

- 2.7 Submission of an EXPRESS PRODUCTS proposal will not automatically qualify Vendor's products for placement on the EXPRESS PRODUCTS LIST. **ITS** performs an evaluation of Express Products offerings before placing the lowest and best offerings on the published EPL.
 - 2.8 Each EPL is unique to **ITS**, administered under **ITS** policies and procedures, and not to be construed to apply or operate in any other manner by either Vendors or governmental entities.
 - 2.9 It is the intent of **ITS** that an EPL is a multi-award list. However, **ITS** reserves the right to make a single award EPL.
3. **Right to Use Express Products List Proposals as General RFPs**
ITS uses EPL products in combination with General RFPs in many routine procurements. **ITS** reserves the right to use the Vendor's EPL response in the same capacity as a General RFP. [A General RFP is an unpublished collection of Vendors' Proposals for particular types of products or services used internally by **ITS** to solicit configurations and pricing through the Letter of Configuration (LOC) process on a project by project basis.]
4. **Price Changes During Award or Renewal Period**
All pricing proposed should be your best proposal pricing. These costs are not-to-exceed costs that can be lowered but not raised during the life cycle of the EPL. Price increases will only be accepted during the lifecycle of the EPL, as stipulated in Section VIII "Updates to the EPL." Should **ITS** request that Vendors extend their proposal beyond the original term, the Vendor may decline to participate in the extension if they cannot honor their pricing. However, the State will always take advantage of price decreases. Vendor is required to pass any price decreases on to the customer. Vendor is also encouraged to provide quantity discounts to customers on EPL offerings should large quantities be purchased from the EPL.
5. **Restriction on Advertising**
The Vendor must receive written approval from the State before advertising or referencing the award of a 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. The following guidelines pertain specifically to the use of Express Products Lists.
- 5.1 Acceptable guidelines for marketing EPL products include:
 - 5.1.1 Vendor's reference of any EPL should include a description of the EPL, the EPL RFP number, and the valid dates for that EPL. EPLs go out of date and **ITS** maintains several types of EPLs.

- 5.1.2 **ITS** recommends that you reference our website in any marketing publications or provide a link to our website on your website.
<http://www.its.ms.gov>.
- 5.1.3 Any description or interpretation of **ITS** EPL policy or reproduction of individual Vendor offerings should be an exact, current, and complete quotation with the source identified. Examples include the published EPL, the **ITS** procurement handbook, or the RFP number in question. If Vendor product offerings are reproduced, the quotation should be complete and exact, including the EPL reference number and page number.
- 5.2 Unacceptable references of **ITS** EPLs include:
 - 5.2.1 Do not imply that your EPL products are exclusive in any way or that you are the only EPL award. Government clients must still evaluate your EPL offerings with others on the list to determine “lowest and best” qualification.
 - 5.2.2 The EPL is **NOT** a “State Contract” as used by the Department of Finance and Administration (DFA) Office of Purchase and Travel. Because the procedures for using DFA “State Contracts” differ from using **ITS** EPLs, we ask that you not use this terminology.
 - 5.2.3 Do not mix marketing of EPL products with non-EPL products as this may imply that those non-EPL products are also on the EPL.
- 6. **Minimum Legal Requirements**

It is the intent of **ITS** that the EPL Purchase Agreement, which is a requirement of some EPLs, and the Terms and Conditions of this RFP provide the contractual basis for purchases made from the EPL, and that additional contracts among **ITS**, the Vendor, or the EPL customer will not prove necessary. However, should an EPL customer require a custom contract at the time of sale to define a particular project, additional appropriate terms and conditions needed on a project may be negotiated between the Vendor and EPL Customer. Vendor must be willing to include any or all of the requirements detailed in Section IV to any contract if required by **ITS**.
- 7. **Substitutions**

If a Software Curriculum EPL offering is replaced through a manufacturer's technology upgrade, then the Vendor may substitute the latest release of the product provided the customer is formally notified in writing of all details, the product is the technical equivalent or better, and the purchase price of the replacement product does not exceed the published EPL price of the item being replaced.

8. Transition Between Cycles

Vendor should recognize that the EPL procedure is cyclical. There may be interim periods between the expiration of an old EPL and the introduction of a new EPL or the issuance of corrections or updates to a working list. **ITS** must evaluate each cycle's new proposals before the new list can go into effect. Also, acquisition approvals already in process using old proposals must have time to be completed. Therefore, during these periods, Vendor should strive to honor all products and pricing on an active list.

9. ITS Acceptance of Vendor's Proposal

9.1 **ITS** will notify Vendor of acceptance or rejection of products submitted for inclusion on the EPL. This notification of approval will be in the form of a draft version of the published EPL and will be made available to approved Vendors for review before final publication.

9.2 Vendors are required to review the EPL draft for errors carefully. A Vendor must request that **ITS** pull any products for which the Vendor cannot honor pricing after this review. The Vendor must honor all pricing subsequent to the draft review and cannot pull individual products after the EPL is published if pricing errors are then discovered.

9.3 **ITS** reserves the right to revoke approval subsequent to original acceptance. **ITS** will notify the Vendor in writing if approval is revoked.

9.4 By submitting a proposal for consideration and inclusion in the EPL, a Vendor is professing a willingness to provide customer service to ANY customer from the State of Mississippi qualified to use the EPL. As a condition for remaining on the EPL, Vendor must be willing to support our customers with timely telephone responses to their calls for information regarding the products and pricing proposed by your company, including but not limited to timely provision of "written quotes."

9.5 Any Vendor violating EPL policy may be removed for one EPL cycle and a bond may be required with Vendor's next proposal submittal.

10. Publication, Clarification, Corrections

10.1 **ITS** will create the Software Curriculum Express Products List (SCEPL) in Adobe Acrobat PDF format that will be available for free download on the **ITS** website. **ITS** clients may request a paper copy at no charge and Vendors may request a paper copy under the Public Records Procedure.

10.2 **ITS** will use the **ITS** website to post amendments/clarifications regarding the RFP before the proposal opening date.

- 10.3 **ITS** reserves the right to request clarifications from Vendors after the RFP opening date regarding Vendor's submissions.
- 10.4 **ITS** reserves the right to remove single offerings or the entire proposal from the EPL based on specific situations wherein a Vendor has failed to comply with EPL guidelines or specifications.
- 10.5 **ITS** reserves the right to update/add to EPLs. **ITS** reserves the right to extend the expiration date of the EPL cycle upon mutual written agreement of the Vendor and **ITS.**

SECTION VIII TECHNICAL SPECIFICATIONS

1. **How to Respond to this RFP**

- 1.1 Section II, item 8.11 of this RFP requires the Vendor to respond to the Technical Specifications section with a point-by-point response to each requirement. Please ignore the directions given in Section II, item 8.11 and use the **ITS** RFP Response Checklist on page 2 as your guide. Do not submit a point-by-point response.

2. **Scope**

- 2.1 This Request for Proposal is issued by the Department of Information Technology Services (**ITS**) for routine general acquisitions and installation of curriculum software and related services for the State of Mississippi.
- 2.2 The State of Mississippi is seeking to establish a pool of qualified Vendors who can provide the software and services needed for educational entities.
- 2.3 This Request for Proposal includes the publication of the Software Curriculum Express Products List, which is a catalog list of product information and prices for the purchase of perpetual and subscription licenses for education related software.
- 2.4 Anticipated purchase needs through this RFP.
- 2.4.1 Routine purchases of shrink-wrapped, instructional software
 - 2.4.2 Possible additional special projects through the Department of Education
 - 2.4.3 Subscription software for online curriculum
 - 2.4.4 Specialized Utility software designed for education
 - 2.4.5 Related installation and training services

3. **RFP Timeline**

Task	Date
First Advertisement Date for RFP	02/02/2010
Second Advertisement Date for RFP	02/09/2010
Deadline for Vendor's Written Questions	02/18/2010
Deadline for Questions Answered and Posted to ITS Web Site	02/25/2010 at noon
Open Proposals	03/04/2010
Evaluation of Proposals	03/05/2010 – 03/31/2010
EPL Draft sent to Vendors for Approval (tentative)	03/26/2010
Publication of Initial EPL (tentative)	04/01/2010
Six – Month update for awarded Vendors AND acceptance of new Vendor proposals	09/09/2010
Six – Month update for awarded Vendors AND acceptance of new Vendor proposals	03/03/2011
Marketing Reports are due for Sales from April 2010 – March 2011	04/15/2011
Six – Month update for awarded Vendors AND acceptance of new Vendor proposals	09/08/2011
SCEPL 3533 Expiration Date	03/31/2012
Marketing Reports are due for Sales from April 2011 – March 2012	04/15/2012

4. **Updates to the EPL**

- 4.1 **ITS** is using a two year cycle for the Software Curriculum Express Products List (SCEPL) RFP.
- 4.2 At Six-Month Update periods, **ITS** will solicit a refresh of the product data from all approved Vendors.
 - 4.2.1 Vendors will be able to add, edit, or delete, all or part of any of their products or services currently on the EPL. Prices may be increased or decreased at this time.
 - 4.2.2 The Six-Month cycles are subject to product evaluation and cost comparison.
 - 4.2.3 The planned due dates for the Six-Month Update are shown in Section VIII, item 2, RFP Timeline.
- 4.3 New Vendor

- 4.3.1 New Vendors not awarded under the original RFP proposal opening March 4, 2010, may submit a proposal to RFP 3620 at any Six Month Update scheduled by **ITS**.
- 4.3.2 The primary term for any new Vendors added to the RFP 3620 will be co-terminus with the original two-year primary term of RFP 3620 or any extension thereof.

5. **Software Curriculum Express Products List (SCEPL) Overview**

Vendors should propose specific instructional software products and prices for which they can sell a perpetual or subscription license. **ITS** will format these products from the various Vendors as a Software Curriculum Express Products List (SCEPL) and publish the resulting document on the **ITS** web site. Customers may purchase directly from this list up to a specified dollar amount without going through **ITS** for approval.

Vendors must choose one of the following formats to submit product descriptions and product costs.

5.1 **Spreadsheet Format**

Vendor provides the product and pricing information in a spreadsheet that **ITS** publishes on its website.

5.2 **Catalog Discounts Format**

Vendors may optionally propose a discount structure based on a percentage off their nationally advertised and available catalog list price. **ITS** will publish directions for obtaining the catalog and the Mississippi percentage discount, as part of the SCEPL, for our customers to make direct purchases up to a specified dollar amount from the vendor catalog using the proposed discount structure. The catalog must be available from Vendor's website or be a published "slick" type catalog that is typically mailed to schools and teachers. It is not acceptable to propose as a "catalog" the Vendor's price list or a specially created document that is just for Mississippi customers and not a nationally verifiable catalog.

6. **Miscellaneous Requirements**

- 6.1 Prices must be guaranteed (by all respondents) for a minimum of each six-month cycle under this RFP.
- 6.2 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 proposal price**. Destination is point of use.
- 6.3 With the exception of nationwide/industry wide market constraints put on items, Vendor is expected to provide delivery within 30 days ARO.

- 6.4 All materials installed for projects awarded using this RFP must be new.
- 6.5 The Vendor is not required to submit product literature with the RFP response, but the vendor must supply product information to the customers or to **ITS** at their request.
- 6.6 **ITS** reserves the right to request information in writing, concerning, but not limited to, price quotations, configurations and equipment specifications and characteristics relative to products/services proposed by the Vendor for sale to the State.

7. Software Curriculum Express Products List (SCEPL) Requirements

- 7.1 It is the intent of **ITS** for the SCEPL to give schools and agencies an economic, easy-to-use mechanism to acquire this instructional curriculum in full compliance with all legal purchasing requirements. **ITS** customers obtain the SCEPL from the **ITS** Web Site or by requesting a paper copy, and are able to place their purchase orders directly with SCEPL Vendors after performing their own comparative evaluation. The SCEPL produced from these proposals will be valid through March 31, 2012.
- 7.2 Vendors must formulate and submit their SCEPL offerings by following the guidelines set forth in the Cost Information Submission (Section IX).
- 7.3 All costs must be identified in proposal. "Call vendor for quote" is not acceptable.
- 7.4 SCEPL software submitted must be instructional curriculum and may include the following:
 - 7.4.1 Computer-aided and computer-managed instructional packages
 - 7.4.2 Instructional packages geared to K-12, Junior College, Vocational-Technical, University, and Special Educational institutions and curricula
 - 7.4.3 Curriculum developed for the physically or mentally impaired; special or remedial skills populations - inmates, youthful offenders, illiterates, drop-outs; and any other groups targeted by special grants
 - 7.4.4 Curriculum geared toward a myriad of subject matter with some exclusions. Examples of such subject matter include: Reading, Mathematics, English, History, Geography, Science and Language Arts curriculum, Vo-Tech skills, Medical and Health-related tutorials, Basic Skills and Remediation and Workforce preparatory skills

- 7.4.5 Curriculum hosted by standalone PCs, multi-media workstations and locally networked combinations of the same running a host of operating systems (Apple, NT, Novell, Warp, Windows 2000/XP/Vista, etc.), and available in multiple media (diskette, CD-ROM, videodisc, etc.)
- 7.4.6 Specialized Utility software designed for education such as lab management software, teacher test creation software, etc.
- 7.5 Exclusions. The published SCEPL will be subject to the following exclusions.
 - 7.5.1 Offerings that are NOT software, such as computer hardware, tapes, books, videos, etc.
 - 7.5.2 Curriculum that could be supplementary to and furnished with textbooks that have already been formally adopted by educational authorities having oversight in those areas.
 - 7.5.3 Proposals for software such as PC and network operating systems, office software, common word processing, data management and spreadsheet packages, and school administration packages are outside the scope of this RFP.
 - 7.5.4 Specially developed or tailored software that is not Commercial Off-The-Shelf (COTS).
- 7.6 Proposals will NOT be considered for curriculum that is either bundled with hardware or requires a specific hardware manufacturer's equipment in order to operate. All software should be of a "plug and play design" and general purpose to the degree it can be hosted on a wide range of standalone or networked personal computers.
 - 7.6.1 An exception to curriculum bundled with hardware will be made for assessment scoring software that is bundled with handheld remote devices used for quizzes, tests, and similar exercises to create an interactive response system. These are often referred to as "voting devices".
- 7.7 Proposals will only be considered from Vendors who are duly authorized dealers by the original curriculum manufacturer or publisher.
- 7.8 Proposals will only be considered from Vendors offering school editions of the curriculum or full educational pricing to all **ITS** Mississippi public educational customers without exclusion. The State prefers that Vendors offer the same educational pricing to all public entities regardless of their formal

designation as either a school, or state or local agency with an educational program. However, should the Vendor not be able to offer the educational pricing to state or local government that may host educational labs, the Vendor may choose to propose a different governmental price as part of their submission as long as the product description is clearly labeled as such.

- 7.9 For the sake of simplicity for such a broad-based proposal undertaking, it is highly desirable that all software proposed be customer-installable with bundling of documentation that can enable the customer to become operationally proficient with the proposed software.
- 7.10 All curriculum pricing must include the cost of shipping, handling and media.
- 7.11 Vendors may furnish pricing for installation and training services. This level of service should be the exception versus the rule, as previously stated. Vendor must propose the pricing in the form of hourly rates for installation and training at the customer site with provision made for associated travel and per-diem expenses. Travel Expenses may not exceed the State rates for travel reimbursement. Vendor may negotiate these travel expenses with the customer up to the State rates. It will be the customer's and Vendor's responsibility to arrange the mutually agreed upon level of support required or desired in order to make ready a given curriculum package using this daily not-to-exceed rate. Please propose service costs in the *Cost Information Submission* (Section IX).
- 7.12 VENDOR IS RESPONSIBLE FOR THE ACCURACY OF ALL DATA SUBMITTED.
- 7.13 Vendors participating in the SCEPL are required to track their sales as described in Section XII.

8. **SCEPL: Spreadsheet Format**

- 8.1 Vendors proposing under the SCEPL spreadsheet format provide the publisher name, product number, title description, type license, number of users, and cost for each product proposed.
- 8.2 It is the intent of **ITS** to provide a tool for purchasing more expensive curriculum that cannot be procured without a bid or proposal. Therefore, **ITS** recommends that Vendors not propose inexpensive, low-end software offerings costing less than \$200 that could be acquired at that price without a proposal.
- 8.3 Where documentation is not bundled with the curriculum product, the Vendor must indicate its costs as noted in the Cost Information Submission (Section IX).

8.4 Maximum Offerings

- 8.4.1 We ask that the Vendor carefully choose those products that not only fill the educational needs of our customers but also fit the scope of more expensive products that cannot be purchased using alternative procurement tools. Although **ITS** will not delete offerings under the \$50,000 limits, as described below, we suggest Vendors use these limits as a general guideline in selecting Vendor's best offerings.
- 8.4.2 The instructions in Cost Information Submission (Section IX) will limit the total number of product line items in Vendor's proposal.
- 8.4.3 It is the intent of **ITS** that the SCEPL be used as a procurement tool for more expensive curriculum that cannot be procured through alternative methods, such as the "two quote method" described below. The following explanation is provided to help the responding Vendor understand the scope of this RFP in choosing the appropriate products to propose.

Agencies, Universities, Community Colleges, and Governing Authorities (K 12 schools, city and county government, etc) may make purchases in accordance with **ITS** Law as follows.

- Under \$5,000 May purchase without bids, proposals or quotes.
- \$5,000-\$50,000 May purchase after obtaining at least two "competitive written bids" or "quotes." (Please note an Express Products List cannot be used as one of these quotes.)
- \$50,000 and over Advertise, issue written specifications and receive sealed bids or proposals. (Please note that **ITS** Express Products Lists meet the legal requirements for these purchases.)

9. **SCEPL: Catalog Cost Discounts Format**

Many instructional software Vendors publish a nationally available catalog that is regularly updated and distributed to teachers and educational entities. **ITS** understands that these Vendors find it difficult and redundant to submit to **ITS** a subset of their catalog in the **ITS** spreadsheet format. **ITS** is therefore accepting proposals from Vendors who offer such catalogs to discount their catalog sales to Mississippi educational entities. Vendor may optionally propose cost discounts from their standard price list. Proposing Vendor will be evaluated based on this discount. **ITS** is not interested in the Vendor's distribution discount or markup. **ITS** asks that Vendors propose a total percentage off the list price. These percentages would apply for software only, and would not pertain to installation or maintenance. Vendors who do not use catalog sales should omit this section as "Not Applicable."

- 9.1 Each Vendor will have a page explaining how to obtain a copy of the catalog, how to obtain the discounts, Vendor contact information, etc. These pages will be published within the SCEPL.
- 9.2 Vendors responding to the Catalog discount section should not also propose products in the **ITS** published SCEPL spreadsheets. The SCEPL “Spreadsheet Format” and “Catalog Format” are mutually exclusive choices. The intent of the Catalog sales is to provide an alternative procurement tool for Vendors offering such discounts. The published SCEPL with **ITS** publishing the software product and cost information in spreadsheet format will remain available for the Vendors who do not have a nationally available catalog.

10. Service and Training Rates

- 10.1 Vendor may optionally submit costs for not-to-exceed hourly rates for certain services by using the spreadsheet provided in Section IX.
- 10.2 The submission of service rates is optional under RFP 3620.
- 10.3 Vendor should propose hourly rates based upon standard business hours of 8 x 5, Monday – Friday, excluding holidays. Should customers have needs for after hours services, Vendor may optionally charge up to one and one-half (1 ½) times their service rate, provided Vendor has supplied a written estimate and advised the customer of the after-hours charge.
- 10.4 The Travel Hourly Rate covers the time and cost of travel within state boundaries. This rate may not be used on out-of-state travel.
 - 10.4.1 If there is a need for extended on-site work involving per diem charges for meals, hotels, airfare, etc., customer would authorize these charges through other public purchasing procedures. They are not authorized under this EPL.
 - 10.4.2 Travel Hourly rate may be shown as “Included”.
- 10.5 Vendor must provide to the customer at the time of sale a not-to-exceed estimate of installation and any travel fees to be used in conjunction with services.
- 10.6 Service Categories:
 - 10.6.1 Hourly rate for software installation
 - 10.6.2 Hourly rate for training
 - 10.6.3 Daily rate for training

10.6.4 Hourly rate for miscellaneous services associated with purchase from this RFP

10.6.5 Hourly rate for travel time

11. RFP Evaluation, Selection and Operating Criteria

The philosophy under which this RFP for Software Curriculum process is being administered, and upon which proposals will be selected and exercised, is based upon the following operational assumptions and criteria:

- 11.1 Educational institutions and agency programs have specific teaching and learning styles, curriculum goals or grant objectives they need to address in a classroom setting.
- 11.2 These customers are the best judges of how appropriately a given curriculum product will fit their classroom needs.
- 11.3 It will be the responsibility of each agency or institution to document its evaluation and selection criteria and keep it on file to the degree needed to satisfy state and/or local procurement laws, policies or procedures, and those entities that may be audited for compliance purposes.
- 11.4 **ITS** is establishing the Software Curriculum EPL so that the state of Mississippi can receive the best market prices and discounts that can be accorded for titles in use by its educational customers. The resulting SCEPL will enable state customers to acquire these curriculum packages in an efficient and stream-lined manner in compliance with **ITS** statute, policies and procedures.
- 11.5 **ITS** presumes all Vendors and customers participating in this RFP will conduct business in good faith. The issuance of this RFP by **ITS** and subsequent establishment of the SCEPL should in no way be interpreted by either schools, agencies or Vendors to require their mandatory participation. Any Vendor is free to market their products, and school or agency is able to acquire said products through other established proposal procedures and regulations. This project is an attempt to meet an expressed need from schools and agencies whose participation will be purely elective. As such, each participant accepts responsibility for implementing and operating the curriculum acquired under this RFP in accordance with published specifications.
- 11.6 Once established, all SCEPL transactions will be conducted directly between each customer and SCEPL-listed Vendor through the issuance of a valid purchase order. The SCEPL Vendor must be willing to supply any Mississippi customer with technical information and spec-sheets for a given SCEPL product on a demand basis. Further, it shall be the Vendor's

responsibility to acquaint each customer with any system hardware, software or network prerequisites necessary to accommodate the proposed curriculum.

- 11.7 **ITS** will monitor the proceedings of the RFP to ensure that both customers and Vendors comply with the spirit and intent of this proposal process.

12. **Contracts**

- 12.1 There is not a standard contract attached to this RFP. It is the intent of **ITS** that the terms and conditions of this RFP provide the contractual basis for purchases made from the COTS products published on the Software Curriculum Express Products List and that additional contracts among **ITS**, the Vendor or the EPL customer will not prove necessary. Should there be a need for an additional contract to define a particular project, it would be negotiated on a project-by-project basis.

- 12.2 For the sake of simplicity, neither the state of Mississippi nor any state or local agency or institution using the RFP will be required to sign or be bound by any software licensing agreements beyond a standard shrink-wrapped agreement. **ITS** does, however, reserve the right to make an exception if the case arises wherein **ITS** is asked to consider proposals for complex curriculum at a high cost. **ITS** will then assess the risk inherent for the customer and seek additional contractual protection commensurate with the perceived risk. Regardless, in the case of disputes, the order of precedence recited in Section IV, item 3 “Contract Documents” will control.

- 12.3 Although exceptions are permitted under Section V of this RFP, Vendors should be aware that, due to the need for uniformity among the multi-award EPL Vendors, most exceptions will not be accepted by **ITS**.

- 12.4 American Recovery and Reinvestment Act (ARRA) of 2009

12.4.1 While ARRA requirements are still evolving and some current EPLs were established prior to the establishment of federal rules concerning the use of ARRA funds, to the best of our knowledge and current assessment, ITS believes the EPLs are valid purchase instruments for the use of ARRA funds.

12.4.2 **ITS** recommends that customers using these instruments for purchases using ARRA funds obtain written quotations from multiple EPL sellers, that the request for quotations state that ARRA funds will be used for the purchase, and that all quotations be maintained in the purchase file.

12.4.3 **ITS** recommends that customers using this EPL for purchases using ARRA funds work with the Vendor to ensure that they have

adequate contractual protection as recommended by the Mississippi Office of the State Auditor. To see recommended articles for consideration for inclusion in an ARRA contract, see “ARRA EPL Information for Stimulus Purchases” on the **ITS** website <http://www.its.ms.gov/EPL.shtml> or see the Department of Finance and Administration site, http://www.mmr.state.ms.us/statewide_applications/Stimulus/index.shtml

SECTION IX COST INFORMATION SUBMISSION

1. **Vendor is required to submit the following tables in support of this RFP using the electronic files available for download from the ITS website. Save all files to a 3.5” 1.44 MB diskette or CD formatted for a Microsoft Windows platform. Diskette must be labeled with Vendor name and RFP #3620.**
 - 1.1 Vendor Information Sheet (Section X) [file name 3620vendor.doc] See sample Section X: Vendor Information Sheet (submit on diskette or CD and one hard copy). Electronic file is in Microsoft Word.
 - 1.2 Service Rates [file name 3620service.doc] Submit this file and one hard copy of the table. Electronic file is in Microsoft Word.
 - 1.3 SCEPL Spreadsheet [file name 3620scepl.xls] Submit this file and one hard copy of the table unless your are submitting a “Catalog” response per item 4 below. Electronic file is in Microsoft Excel.
2. **Sample Spreadsheet for Service Rates** [File Name: 3620service.doc]
Use the list of service categories shown below and as described in Section VIII Specifications, sub-section 10.

HOURLY RATE FOR SOFTWARE INSTALLATION	N/A or \$\$\$
HOURLY RATE FOR TRAINING	N/A or \$\$\$
DAILY RATE FOR TRAINING	N/A or \$\$\$
HOURLY RATE FOR MISCELLANEOUS SERVICES ASSOCIATED WITH PURCHASE FOR THIS RFP	N/A or \$\$\$
HOURLY RATE FOR TRAVEL TIME	INC or \$\$\$

- 2.1 If a service is not available, please submit the spreadsheet showing “N/A” for any or all of the requested services. Show “INC” if the cost is included with the software purchase.
- 2.2 If proposing a cost, submit a not-to-exceed price that can be lowered but not raised depending on the purchased item(s).
- 2.3 Do NOT create service categories other than those shown above. You should have only five (5) line items in your spreadsheet.

3. **SCEPL Spreadsheet** – [File Name: 3620scepl.xls]

- 3.1 Vendor must submit an electronic copy.
- 3.2 The total spreadsheet length may have no more than 300 product line items.
- 3.3 Please use the following example to format your SCEPL proposal. No more than 200 characters for any individual cell. Do not add additional columns.
- 3.4 Carefully review the scope for the published SCEPL as instructional curriculum with perpetual or subscription licenses.
- 3.5 If you are submitting a “Catalog” response, do not submit this spreadsheet. See sub-section 4 below.

3.6 EXAMPLE

Vendor name: XXXX Software Inc

Publisher	Publishers Product number	Title/Description Description (grade level, subscription length, etc)	P, S, M, D*	Number of users	Discounted cost
Attainment	SO-075	Show Me Math	P	5	\$210
The Learning Company	S40WRXP	SkillsBank4 Deluxe Set, Gr. 6 – adult	P	5 users	\$3190
The Learning Company	S40WRXU	SkillsBank4 Deluxe Set, Gr. 6 – adult	P	Unlimited User site license	\$9,170
Piney Mountain Press, Inc.	AMCDFN	Multimedia Applied Math Courseware – Drafting; Grades 9 – Adult	P	Single site unlimited	\$739.88
Jostens Learning Corporation	JLCALPP1	Peer to Peer Compass Tomorrow's Promise Algebra	P	1 user package	\$860
Jostens Learning Corporation	JLCALPP1-Documentation	Peer to Peer Compass Tomorrow's Promise Algebra	D	1 set	\$20
Jostens Learning Corporation	JLCALPPI-xxxbnnb	Peer-to-Peer annual maintenance after year 1	M	1 user	\$100
Joshtens Learning Corporation	JLCALPPI-ABC	Algebra I Online 1 year subscription	S	Single site	\$10000 per yr. per site
Jays Learning Systems	JLCALPPI-Studysklls	Online Study Skills 1 year subscription	S	Single site	\$8500 per yr. per site

***Label each entry as Perpetual (P), Subscription (S), Maintenance (M), or Documentation/Media (D)**

Limit to 300 product line items.

4. Catalog Cost Discounts

Vendor may optionally propose percentage discounts from the suggested retail price list for nationally available catalog sales. This information will be published with the SCEPL for K-12 schools to make purchases up to a set dollar limit established by ITS. Please respond to below questions and include a paper hard copy in your binder response. If Vendor is submitting a SCEPL "Spreadsheet Format" per sub-section 3 above, then you should omit this sub-section 4.

- 4.1 Vendor must include a copy of the catalog with the RFP response.
- 4.2 How often is the catalog updated and published?
- 4.3 What is the percentage discount from your catalog that will be offered to Mississippi educational entities?
- 4.4 Describe how a customer can request a hard copy of the catalog.
- 4.5 Describe how a customer can optionally find this catalog on your website.
- 4.6 Describe the procedure for a customer to use in filling out their purchase order in order to receive the catalog percentage discount.

SECTION X VENDOR INFORMATION SHEET

1. Directions for Submitting an RFP Diskette:

- 1.1 The Vendor must submit a 3.5 1.44MB diskette or a CD formatted for a Microsoft Windows platform.
- 1.2 A separate file named 3620vendor.doc is available for download on **ITS'** website as a Word table.
- 1.3 Diskette must resave the file in Word using your company name [3620 <your name>.doc].

2. The maximum number of characters for each field is listed in parenthesis following the field name. For example, company name is listed as COMPANY NAME (50), and has a maximum field size of 50 characters. **If the maximum number of characters listed for a field is exceeded, the data that exceeds the limit will be lost. Also, if additional rows other than the rows listed below are added, the additional data will be lost.**

The Vendor Information File captures several kinds of information about your company that **ITS** needs to process your proposal and to contact your company for projects during the year.

- 2.1 First, we need contact information about the person who completed and submitted the RFP response in case we need to contact someone for information during the RFP proposal validation process. This person will also receive the approval memo and any update memos during the life cycle of the RFP.
- 2.2 We need mailing addresses to which customers should send purchase orders and remittances. We have added a second address line. Some vendors need two lines for their addresses or they are doing business under a different name from their corporate name.
- 2.3 We also need contact information for the sales persons who will assist EPL customers during the year. We are allowing each Vendor to list two individuals so that there will be a backup in case someone is out of the office.

Please use the format on the following page for submitting your Vendor Information. Your Vendor Table should have 33 rows of data, no more and no less. Enter your data in the second column, left justified. Data from column two will be loaded into a database.

COMPANY NAME (50)	YOUR COMPANY NAME
PERSON WHO PREPARED RESPONSE (50) TELEPHONE NUMBER – RFP CONTACT (40) FAX NUMBER – RFP CONTACT (30) INTERNET E-MAIL ADDRESS – RFP CONTACT (50)	BOB JONES 601-532-6738 EXT 234 601-478-8293 jones@itservice.com
MAILING ADDRESS 1 – RFP CONTACT (50) MAILING ADDRESS 2 – RFP CONTACT (50) CITY – RFP CONTACT (25) STATE – RFP CONTACT (2) ZIP – RFP CONTACT (10)	DBA VENDOR NAME OR FIRST ADDRESS LINE 123 SOUTH MAIN STREET JACKSON MS 39204-3836
MAILING ADDRESS 1 – PLACE ORDER TO (50) MAILING ADDRESS 2 – PLACE ORDER TO (50) CITY – PLACE ORDER TO (25) STATE – PLACE ORDER TO (2) ZIP – PLACE ORDER TO (10)	DBA VENDOR NAME OR FIRST ADDRESS LINE 123 SOUTH MAIN STREET JACKSON MS 39204-3836
MAILING ADDRESS 1 – REMIT TO (50) MAILING ADDRESS 2 – REMIT TO (50) CITY – REMIT TO (25) STATE – REMIT TO (2) ZIP – REMIT TO (10)	DBA VENDOR NAME OR FIRST ADDRESS LINE 356 NORTH ELM STREET JACKSON MS 39207-4876
CONTACT PERSON FOR EPLS (50) PHONE NUMBER – EPLS (40) FAX NUMBER – EPLS (30) INTERNET E-MAIL ADDRESS – EPLS (50)	BOB JONES 888-902-7377 601-478-8293 jones@itservice.com
BACKUP PERSON TO RECEIVE EPLS (50) PHONE NUMBER – BACKUP EPLS (40) FAX NUMBER – BACKUP EPLS (30) INTERNET E-MAIL ADDRESS – BACKUP EPLS (50)	SANDY SMITH 888-902-7376 601-478-8293 ssmith@itservice.com
MAILING ADDRESS 1 – EPLS (50) MAILING ADDRESS 2 – EPLS (50) CITY – EPLS (25) STATE – EPLS (2) ZIP – EPLS (10)	DBA VENDOR NAME OR FIRST ADDRESS LINE 123 SOUTH MAIN STREET JACKSON MS 39204-3836

SECTION XI REFERENCES

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

1. References

- 1.1 The Vendor must provide at least five (5) references consisting of Vendor accounts that the State may contact. Required information includes name, address, telephone number, and length of time the account has been a reference. Forms for providing reference information are included on the next page. 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. Failure to provide this information in the manner described may subject the Vendor's proposal to being rated unfavorably relative to these criteria or disqualified altogether at the State's sole discretion.
- 1.2 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
 - 1.2.1 The reference installation must be similar in function and size to the agency/institution for which this RFP is issued;
 - 1.2.2 The reference installation product/service must be configured similarly or identically to this RFP; and
 - 1.2.3 The reference installation must have been operational for at least twelve (12) months.
 - 1.2.1 Additional reference requirements:
 - 1.2.1.1 There are no additional reference requirements for this RFP.

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 five (5) 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. The Vendor must note that the same requirements found in the References section apply to subcontractors.

REFERENCE FORM

Complete five (5) Reference Forms.

Contact Name:

Company Name:

Address:

Phone #:

E-Mail:

Project Start Date:

Project End Date:

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

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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:

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Complete five (5) Reference Forms for each Subcontractor.

Contact Name:
Company name:
Address:
Phone #:
E-Mail:
Description of product/services/project, including start and end dates:

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SECTION XII MARKETING REPORT

1. Vendors whose products are placed upon the SCEPL MUST maintain a record of SCEPL sales to be reported to **ITS** on an annual basis. RFP 3620 has a primary term of two (2) years. Marketing Reports are due fifteen (15) days after the end of years one and two. Should this EPL be extended for an additional period of time, a record of SCEPL sales must also be reported for the extension period.
2. Vendors that participated in the last EPL cycle RFP 3533 **MUST submit a current marketing report with your response to RFP 3620**. If you had no sales from this list, then please state that there were no sales.
3. Provide sales information in a format similar to the following example:

<u>Date</u>	<u>Customer</u>	<u>Publisher</u>	<u>Item Description</u>	<u>Qty</u>	<u>Extd Total</u>
04/01/10	JCJC	Voyager	Louvre Bundle	5	\$1,500
05/13/10	MSU	Add-Wesley	Vital Links	2	\$600
10/11/10	Star Elem.	MECC	Wagon Train	10	\$2,400
03/15/11	Rehab-TII	Scholastic	Wiggle Works	1	\$500
Grand Total					\$5,000

4. No Sales. If there were no sales during a reporting period, the Vendor must submit a Marketing Report showing no sales.
5. Failure to provide this sales information will be cause for disqualification from evaluation in the next SCEPL cycle.
6. **ITS** reserves the right to request more detailed sales information on an individual basis.
7. **ITS** may compile the individual reports into a Summary Marketing Report. The Summary Marketing report will not show individual client names, only total sales from each Vendor. The Summary Marketing Report will become the property of **ITS** with the right to publish, reproduce or distribute without notification. Vendor's submission of a response to this RFP will constitute acceptance of this policy. Vendors may request a copy of this report under the **ITS** Open Records Procedure.
8. Any requests other than the Summary Marketing Report for copies of an individual Vendor's marketing report or any other information that is part of the Vendor's proposal will fall under **ITS** Open Records Procedure as defined in the **ITS** Procurement Handbook.

9. Marketing Report due dates:
 - 9.1 April 15, 2011 – Sales from April 2010 – March 2011
 - 9.2 April 15, 2012 – Sales from April 2011 – March 2012
10. The **ITS** staff places a high value on this historical information. We acknowledge the effort entailed in compiling this information and offer our appreciation in advance.

EXHIBIT A

STANDARD CONTRACT

There is not a standard contract attached to this RFP. It is the intent of **ITS** that the terms and conditions of this RFP provide the contractual basis for purchases made from the Software Curriculum Express Products List and that additional contracts among **ITS**, the Vendor or the EPL customer will not prove necessary. Should there be a need for an additional contract to define a particular project, it would be negotiated on a project-by-project basis.