



RFP No: 3573

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until December 30, 2008 @ **3:00 p.m.** local time for the acquisition of the products/services described below for Mississippi Department of Finance and Administration.

Acquisition of a state-wide comprehensive Commercial-Off-The-Shelf (COTS) configurable vendor-hosted grants management and loan servicing solution

MANDATORY VENDOR CONFERENCE: November 12, 2008 from 10:00 a.m. – 12:00 p.m. (Central Time), in Conference Center East, Room 145 of the Woolfolk Building, 501 N. West Street, Jackson, MS 39201

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

The Vendor must submit proposals and direct inquiries to:

Sheila Kearney
Technology Consultant
Information Technology Services
Suite 508, 301 N. Lamar Street
Jackson, MS 39201-1495
(601) 359-2686
Sheila.Kearney@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. 3573
due December 30, 2008 @ 3:00 p.m.,
ATTENTION: Sheila Kearney

David L. Litchliter
Executive Director, ITS

ITS RFP Response Checklist

RFP Response Checklist: These items should be included in your response to RFP 3573.

- _____ 1) One clearly marked original response and ten (10) identical copy/copies of the complete proposal with accompanying electronic copy in Adobe Acrobat latest version. Label the front and spine of the three-ring loose-leaf binder and each CD with the Vendor name and RFP number. Include the items listed below inside the binder. Please DO NOT include a copy of the RFP in the binder.
- _____ 2) *Submission Cover Sheet*, signed and dated. (Section I)
- _____ 3) *Proposal Bond*, if applicable (Section I)
- _____ 4) *Proposal Exception Summary*, if applicable (Section V)
- _____ 5) Vendor response to *RFP Questionnaire* (Section VI)
- _____ 6) Point-by-point response to *Technical Specifications* (Section VII) (WILL NOT BE INCLUDED IN BINDER – VENDOR WILL RESPOND ON-LINE VIA ADVANTIV DECISIONDIRECTOR 2)
- _____ 7) Executive Summary (Section VII, Item 5.2)
- _____ 8) *References* (Section IX)

COST PROPOSAL - Vendor's Cost Information Submission Form (Section VIII) must be submitted as a separate sealed proposal that is clearly marked: "Cost Proposal in Response to RFP 3573 – Do Not Open."

Include items 9 – 11 listed below inside the cost proposal binders.

Originals and copies should be provided in three-ring loose-leaf binders.

The front and spine of the three-ring loose-leaf binder and each CD should be labeled with the Vendor name and RFP number.

- _____ 9) One (1) clearly marked original cost proposal
- _____ 10) Two (2) identical copies of the cost proposal
- _____ 11) One (1) clearly marked original electronic copy (on CD) of the cost proposal in Excel latest version
- _____ 12) Two (2) electronic copies (on CD) of the cost proposal in Excel latest version

If a Vendor encloses the separately sealed cost proposals in a larger package for mailing, the Vendor must clearly mark the outermost package: "Contains Separately Sealed Technical and Cost Proposals for RFP 3573."

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SECTION I SUBMISSION COVER SHEET & CONFIGURATION SUMMARY

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

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

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

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

Name (typed or
printed)

Title

Company name

Physical address

State of Incorporation

CONFIGURATION SUMMARY

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

PROPOSAL BONDS

Please 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. Vendor responses to specifications via Advantiv's DecisionDirector's DD2 Response Manager must also be complete by the date and time specified.
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. For specifications not in DecisionDirector, 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 **ten (10)** identical copy/copies of the complete proposal, including all sections and

exhibits, in three-ring binders. There shall be no reference to cost in this response. The Vendor is required to submit one clearly marked original and two (2) identical copies of the *Cost Information Submission* as outlined in Section VIII with accompanying electronic copy in Microsoft Excel latest version. **Vendor's cost summary must be submitted as a separate sealed proposal.** Cost proposal may be returned unopened if the proposed offering of the Vendor does not meet the minimum criteria for consideration. Do not include responses submitted via DecisionDirector. This information will be provided to the State from Advantiv.

- 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.) This requirement includes all exceptions taken in DecisionDirector to specifications.
- 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 ten (10) copy/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: Sheila Kearney, Technology Consultant, 301 North Lamar Street, Ste. 508, Jackson, MS 39201, 601-359-2686, Sheila.Kearney@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. 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, including responses collected via Advantiv's DecisionDirector DD2 Response Manager.

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 an 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 life-cycle 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 may be 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 180 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 must include a proposal bond in the amount of \$10,000.00 with its RFP proposal. Vendor is specifically disallowed from taking exception to the proposal bond requirement. Proposals without proposal bonds will be rejected.

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 Finance and Administration, 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 180 days after opening the proposals if no letter of intent to award a contract has been sent. In the event that the successful Vendor fails to accept and sign the mutually negotiated contract, that Vendor shall be disqualified and ITS shall initiate negotiations with the next ranked Vendor until a contract is successfully negotiated, or ITS elects to cancel the procurement. The securities of all remaining Vendors will be returned when a contract has been successfully negotiated and executed, or when the procurement is canceled.

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

The Vendor must include the price of a performance bond or irrevocable bank letter of credit with 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 Finance and Administration 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 Finance and Administration, 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 Finance and Administration, 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.

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.

38. 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.

39. 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 3573.

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 life cycle cost or **\$250,000.00**, whichever is less. The total estimated project life cycle 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.

40. Mississippi Employment Protection Act

Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) 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, including exceptions noted in DecisionDirector, 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)	

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 **Minority 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.its.ms.gov/docs/MinorityVendorSelfCertForm.pdf>. Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at minority@mississippi.org.

Minority Vendor Self-Certification Form Included: _____

Minority Vendor Self-Certification Form Previously Submitted: _____

Not claiming Minority or Women Business Enterprise Status: _____

2. **Certification of Authority to Sell**

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

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

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

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

4. **Pending Legal Actions**

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

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

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

6. **Order and Remit Address**

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

Order Address:

--

Remit Address (if different):

7. **Web Amendments**

As stated in Section III, **ITS** will use the **ITS** website to post amendments regarding RFPs before the proposal opening at http://www.its.ms.gov/rfps/rfps_awaiting.shtml. We will post clarifications and Vendor questions received until noon seven days prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable.

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

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

SECTION VII TECHNICAL SPECIFICATIONS

1. How to Respond to this Section

- 1.1 Specifications for this RFP were developed using DecisionDirector®, a secure, web-based team collaboration system provided by Advantiv Solutions, LLC. Vendor responses to those specifications must be collected and processed via Advantiv's RFP Response Management system ("DD2"). **Vendors not responding to the specifications via DD2 will be disqualified.** The specifications are also available in .PDF format on the Information Technology Services website http://www.its.ms.gov/rfps/rfps_awaiting.shtml solely to facilitate Vendor review prior to gaining access to the DD2 system, not as a vehicle for responding.
- 1.2 Each proposing Vendor will be required to contact Advantiv and request their secure, on-line response environment within the DD2 system. **ALL OTHER INQUIRIES RELATED TO THE RFP MUST BE DIRECTED TO THE STATE CONTACT IDENTIFIED IN THE RFP.** Advantiv Solutions will provide each Vendor with Login Ids and all necessary instructions and support within one business day of contact, and can be reached via email at dd2@advantiv.com. The DD2 Vendor response environment will be available to each Vendor upon completion of the activities listed in this section to obtain access to the DD2 environment, and will close in accordance with the due date/time for submission of proposals listed in Section VII, Item 4 - Procurement Project Schedule.
- 1.3 There are two sets of specifications in DecisionDirector that require different response methods: **Functional Specifications** and **Technical and Other Specifications**.

The Functional Specifications include the following modules:

- Grants Management – Functional Specifications
- General
- Agency Funding Sources
- Announcement/Solicitation
- Application and Award
- Monitor Activity
- Financial Management

- Closeout
- Audit
- Other Reporting
- Loan Servicing
- General Functional
- Interfaces

There are three primary Response Columns (or fields).

“Support” is used to indicate the level of effort needed for the software being proposed to address the stated requirement.

“Availability” (or DateAvail) identifies the timeframe in which support for a requirement will be available.

“Source” indicates the specific application, toolset, or third-party component that satisfies the requirement.

Functional specifications can call for one of three types of responses.

“Narrative Optional” is the most common and requires that the Response Columns be filled, and that the Narrative field can be filled at the Vendor’s option.

“Narrative Required” requires that the Response Columns and the Narrative field be completed.

“Narrative Only” requires only the Narrative field to be completed.

The Technical and Other Specifications include these modules:

- General Information
- Technical
- Vendor Information
- Software
- Implementation Services
- Cost

For Technical and Other Specifications, Vendors have the following choices in responding:

- **Will Comply** Vendor agrees with the statement, the statement is True, and Vendor's proposed solution will comply with this specification;
- **Exception** Vendor does not agree with the statement or the statement is False;
- **Not Applicable** Statement does not apply to the Vendor's proposed solution.

Narrative

- Narrative is optional (unless specifically required and indicated by the following words in the specification: describe, disclose, explain, list or specify) when the response is Will Comply
- Narrative is required when the response is Exception
- Some responses require a narrative response only

If narrative to be provided will not fit in the DD2 space provided, Vendor must provide the narrative in an appendix which is clearly labeled to indicate the corresponding specification number.

- 1.4 There are a number of actions that are required of responding Vendors in order to ensure that DD2 is properly set up for their responses to this RFP.
 - 1.4.1 **Obtain a Copy of DD2** - Vendors must take the initiative to request a copy of DD2 from Advantiv.
 - 1.4.2 **Provide a list of authorized personnel** - Vendors must provide Advantiv with a list of individuals who are to be given usernames and passwords.
 - 1.4.3 **Provide a list of Source Column Values** – Advantiv will populate each Vendor's Source column with a set of values that reflect the Vendors specific set of named applications, user tools, and third party components being proposed in response to this RFP. Advantiv will provide you with a form to complete and return to Advantiv.
 - 1.4.4 **Provide a list of Source Column Categorizations** – This maps proposed software packages to standard categories used in RFP evaluation. Prior to the due date of the RFP, the Vendors must

complete and submit a Source Column Categorization worksheet to Advantiv. The form will be provided by Advantiv.

- 1.4.5 **Respond to requirements and submit responses on a timely basis**
(See Section VII, Item 4 – Procurement Project Schedule for the submission due date).

2. Mandatory Provisions in Technical Requirements for this RFP

- 2.1 Certain items in the technical specifications of this RFP are MANDATORY. Vendors are specifically disallowed from taking exception to the five mandatory requirements below, and proposals that do not meet all mandatory requirements are subject to immediate disqualification, at the sole discretion of the State.
- 2.1.1 On-site attendance at the Vendor Conference on Wednesday, November 12, 2008, is mandatory for any Vendor who intends to submit an RFP response as Prime. No exceptions will be granted to this requirement. Any proposal received from a Vendor who did not have an authorized representative at the Vendor Conference will be rejected.
- 2.1.2 Vendor is required to respond to Functional, Technical and Other requirements via Advantiv's DecisionDirector DD2 Response Manager, as described in Section VII, Item 1. This requires Vendor to download a module for submitting via this tool. It is Vendor's sole responsibility and not the State's responsibility to perform this download step.
- 2.1.3 The Vendor is required to provide an Executive Summary as indicated in Section VII, Item 5.1.
- 2.1.4 The Vendor is required to propose a hosted solution, to include ongoing support of the proposed solution. The State prefers that the Vendor host the application themselves, but if this is not possible the Vendor must contract with a hosting partner.
- 2.1.5 One of the Vendor's references, as required in Section IX, Item 1.2.4.2, must be for a state or federal agency implementation which has been in production for at least one (1) year.

3. General Overview and Background

3.1 Background

The Mississippi Management and Reporting System (MMRS) is an office of the Mississippi Department of Finance and Administration (DFA). The 1993 regular session of the Mississippi Legislature established MMRS for the purpose of

creating and maintaining a central repository of current, accurate, and relevant management information (Section 7-7-3, Mississippi Code of 1972, Annotated as Amended). In that effort, MMRS is responsible for the development, enhancement, maintenance, and support of several statewide applications that combine to form this central repository of management information.

In order to achieve maximum reporting and accountability for grants, DFA/MMRS is leading a statewide initiative entitled Grants Operation and Lifecycle Solution (GOALS) to purchase and implement software needed to track Grant and Sub-grant information. The implementation of GOALS will develop a central repository of information that can be used to respond to the reporting needs of the agencies, state government, federal government and the general public for grants and sub-grants. As reflected in the Single Audit Report provided by the Office of the State Auditor, the amount of federal funds awarded to state agencies as grants has drastically increased in the last several years. In 2003, the amount of federal funds expended was \$4,740,202,038. By 2007, the amount of federal funds expended was \$8,166,754,693. This escalation in funding reflects an increase of over 72% in federal funds expended within the five-year span.

The 2007 Single Audit Report cites forty-two (42) agencies that receive federal awards. For more information about the State of Mississippi Federal Awards, download the 2007 State of Mississippi Single Audit Report at <http://www.osa.state.ms.us/documents/single-audit/07sar.pdf>. State of Mississippi agencies also receive funding from other sources, such as other state agencies, bond proceeds, appropriations, that many agencies will want to manage in the new grants management system; however, the volume of these other funding sources is unknown.

Grant funds are usually awarded in one of two ways: (1) Awarded automatically based on the agency's mission, or (2) Via a competitive bid process.

Use of grant funds varies by agency. Some agencies keep funds in-house to operate the agency and its mission, and other agencies award funds to qualified entities to operate programs, provide services or purchase goods.

DFA defines a 'grant' as any receipt of monies for a specific purpose from another governmental entity or funding source. Note that this definition holds regardless of whether an agency has a Catalog of Federal Domestic Assistance (CFDA) number or not, and regardless of how the agency received the funds. However, not every agency uses this same definition of a grant. Legislation passed at the federal level, i.e. Federal Funding Accountability and Transparency Act – FFATA, and the state level, i.e. Mississippi Accountability and Transparency Act of 2008, has expanded the scope of reporting to not only include reporting at the award level, but also at the sub-award level. Additionally, reporting requirements have been expanded to include the location of the entity receiving the awards (including the city, State, Congressional district, and

country); the location of the primary place of performance under the award (including four data elements for the city, State, Congressional district, and country); and, the source of authority to expend the funds. These mandates are requiring agencies to expand their scope of data to address these reporting needs.

The state is requesting a state-wide comprehensive Commercial-Off-the-Shelf (COTS), configurable Vendor-hosted solution to address the State's grants management needs, including the following functionality:

- Application and Award of Agency Grant Awards from Grantors
- Announcement to and Solicitation of Sub-Grantees
- Application and Award of sub-grants and loans to Sub-Grantees
- Monitoring for all grants, sub-grants and loans
- Financial Management for all grants, sub-grants and loans
- Loan Servicing
- Closeout
- Audit
- Reporting

The State recognizes that a COTS solution that addresses the complexity and scope of the functional specifications described in this RFP may not be readily available in the marketplace. The State is amenable to evaluating the proposed solutions received in response to this RFP in order to arrive at the best overall solution for the State. Please refer to Exhibit B for a glossary of terms used throughout this RFP.

3.2 Current Environment

A central repository for grant-related financial and program information does not currently exist in the State of Mississippi. Agencies who receive grant funds manage their grant awards and sub-grants in a variety of ways, including:

- SAAS federal aid, grant, sub-grant or project subsystems, the Statewide accounting system (AMS GFS release 8);
- Software packages (estimated less than 10, and not for all programs within an agency) - this includes, but is not limited to: On-Base, e-Grants Disaster Recovery Module (STRLLC), eGRANT (Carnegie Mellon), GMS Revolving Loan System, MSPA, and MSHM
- Custom-built systems;
- Microsoft Excel or other spreadsheets;
- Microsoft Access or other databases;

- FoxPro;
- Hosted solutions (MDA and MEMA for Katrina-related payments),
- MERLIN, reporting only from SAAS data stored in the State's custom-built data warehouse; or
- Manually (paper).

3.3 Implementation Strategy

The State will implement the new grants management system for all agencies that receive grant funds. The State envisions the following three-phased approach to full implementation of GOALS in the State of Mississippi, as follows:

Phase 1 – Project Initiation through System Acceptance; Vendor-managed; State fully involved; No agency deployments

Phase 2 – Implement and Deploy Pilot Agencies; Vendor-managed; State fully involved

Phase 3 – Implement and Deploy Remaining Agencies, State-managed; Limited Vendor involvement

Six state agencies have been tentatively identified as pilot agencies. It is anticipated that all programs within each agency will be deployed in the initial phase. The pilot agencies are listed below.

1. Mississippi Arts Commission
2. State Board for Community and Junior Colleges
3. Information Technology Services
4. Mississippi Library Commission
5. Department of Mental Health
6. Mississippi Development Authority

Exhibit C contains additional information on the pilot agencies.

The State requires a structured approach to the implementation of GOALS that adheres to the State's required phased implementation approach. Vendors must provide a work plan, implementation strategy, and timeline for Phase 1, Phase 2, and Phase 3. The pilot agencies must be deployed as expeditiously as possible.

The table below shows State expectations for Vendor involvement in the planned implementation phases; this information is meant only as a guide and may not specifically identify all requirements from the functional, technical and other specifications.

Vendor Implementation Activity	Phase 1 Project Initiation through System Acceptance (No Deployments)	Phase 2 Vendor-Managed Deployments (Pilot Agencies)	Phase 3 State-Managed Deployments (Remaining Agencies)
Project Management	Required Work Plan	Required	Required
System Analysis and Design	Fit/Gap Analysis; Requirements validations; System usage analysis; Modification prioritization; Site-specific program designs – enhancements/modifications, interfaces and reports/queries Site-specific Code Retrofitting Approach	N/A	N/A
System Configuration and Management	Core system configuration	Pilot agency configuration	Agency configurations
Enhancements/Modifications	Development of modifications, including unit testing, integration testing, and documentation	N/A	N/A
Interfaces*	Interface Plan Development of interfaces per Interface Plan, including unit testing, integration testing, and documentation	N/A	N/A
Conversion*	Conversion Plan	N/A	N/A
Reports/Queries*	Development of reports/queries identified in functional specs, including unit testing, integration testing, and	N/A	N/A

Vendor Implementation Activity	Phase 1 Project Initiation through System Acceptance (No Deployments)	Phase 2 Vendor-Managed Deployments (Pilot Agencies)	Phase 3 State-Managed Deployments (Remaining Agencies)
	documentation		
Testing	Acceptance Testing Plan User Acceptance Testing	N/A	N/A
Cultural Change Management	Pilot agency focus; Communication Plan Begin knowledge transfer to enable State staff to manage remaining agency deployments	Complete knowledge transfer to enable State staff to manage remaining agency deployments	N/A
Training	Development of classroom training curriculum and materials for train-the-trainers, security administrators, and system administrators; Delivery of Train-the-trainer training for up to 20 students. Delivery of security administrator training for up to 5 students. Delivery of system administrator training for up to 5 students.	Delivery of training for 30 pilot agency users, assisted by State trainers. Develop web-based training for all curriculums.	N/A
Documentation	Technical Documentation User Documentation Data Element Dictionary Workflow Guides Operations Documentation Configuration Documentation	N/A	N/A

Vendor Implementation Activity	Phase 1 Project Initiation through System Acceptance (No Deployments)	Phase 2 Vendor-Managed Deployments (Pilot Agencies)	Phase 3 State-Managed Deployments (Remaining Agencies)
	On-line Help		
Implementation/ Deployment Support	Implementation Plan	Pilot deployment and support	Agency deployment and support

* Change orders may be exercised to provide support for agency-specific interfaces, conversion activities and reports

3.4 Estimated Users

The exact number of all potential system users is unknown at this point in time. For purposes of this RFP, estimates were made about the type and number of potential users of the new grants management system. These include:

- Statewide (control agency) users with full access: 100 estimated users
- Agency power users with broad and frequent access: 500 estimated users
- Agency inquiry users with infrequent and limited access: 1000+ estimated
- Sub-grantees with awards – have User ID and Subgrantee profile, full processes: 13,000 active estimated
- Sub-grantees submitting applications only, no award – no User ID or sub-grantee profile: 10,000 – 20,000/year estimated

The Vendor should plan for 15% annual growth in these user estimates during the implementation and a reasonable annual growth (15%) after all agencies are implemented.

3.5 Estimated Transaction Volumes

The following table represents an estimated number of table entries, records or transaction volumes for the State of Mississippi. Due to the lack of a central repository of grant-related information, it is difficult to ascertain the accuracy of these estimates.

Metric	Volume	Period
Number of New Agency Grant Awards	13,000	Per Year

Metric	Volume	Period
Number of Existing Agency Grant Awards	Unknown	
Number of New Sub-grantees	6,500	Per Year
Number of Existing Sub-grantees	Unknown	
Number of New Sub-grants Awards	6,500	Per Year
Number of Existing Sub-grants Awards	Unknown	
Number of Grant-Related Pre-encumbrance transactions	5,000	Per Year
Number of Grant-Related Encumbrance transactions	150,000	Per Year
Number of Grant-Related Expenditure transactions	700,000	Per Year
Number of Grant-Related Cash Receipt transactions	65,000	Per Year
Number of Grant-Related Journal Voucher transactions	450,000	Per Year

Source: Transaction counts from the Statewide Automated Accounting System (SAAS) based on a utilization rate of 50%.

3.6 Scope of Work

The State aims to implement an enterprise-wide Grants Management/Loan Servicing system. The State is seeking software, implementation services, Vendor hosting services, and annual maintenance, related to its planned GOALS Project.

- The State desires an upgradeable, supported, COTS, Grants Management and Loan Servicing software product(s) with a perpetual license, covering the State of Mississippi and its agencies.
- The State desires that the scope of the software include all other software licenses and products needed to complete the proposed solution and to maintain and operate the proposed solution after implementation.

- The State requires the Vendor to provide proposed on-going support on an annual basis, for up to five (5) years.
- The Vendor is requested to provide the following implementation services: Project Management, System Analysis and Design, Software Configuration and Management, Development, Testing, Cultural Change Management, Training, Documentation, Implementation/Deployment Support, Maintenance and Warranty.
- The Vendor is required to propose a hosted solution, to include ongoing support of the proposed solution. The State prefers that the Vendor host the application themselves, but if this is not possible the Vendor must contract with a hosting partner.

4. **Procurement Project Schedule**

Task	Date
First Advertisement Date for RFP	10/21/08
Second Advertisement Date for RFP	10/28/08
Mandatory Vendor Conference	11/12/08
Deadline for Vendor's Written Questions	11/19/08
Deadline for Questions Answered and Posted to ITS Web Site	12/03/08
Open Proposals / Closing Date for submission of response to software specifications via DD2 Response Manager	12/30/08
Evaluation of Proposals	12/30/08 – 01/27/09
Software Demonstrations / Oral Presentations	02/03/09 – 02/11/09
ITS Board Presentation	03/19/09
Contract Negotiation	03/10/09 – 04/03/09
Proposed Project Implementation Start-up	04/06/09

5. **Technical Requirements**

5.1 **Executive Summary**

The State requires that an Executive Summary be included at the beginning of each Vendor proposal. In the Executive Summary, the Vendor shall condense and highlight the contents of the proposed solution in such a way as to provide the State with a broad understanding of the proposal.

This section of the Proposal should be less than five (5) pages and is designed to provide the State with a clear and concise understanding of key aspects of the proposal as follows:

- 5.1.1 Summarization of all software products proposed, key information about those products, and the types of license agreements associated with them;
- 5.1.2 Summarization of the scope of services being proposed or an explanation of exactly where the proposed scope of services differs from what has been requested;
- 5.1.3 Summarization of the proposed implementation approach and schedule, including any phasing;
- 5.1.4 The integration/interface approach to be used for the proposed package(s);
- 5.1.5 Information on the experience, background, and qualifications of the company and proposed team (including any subcontractor roles);
- 5.1.6 A statement that the Vendor(s) responded to RFP Specifications via Advantiv's DD2 Response Manager, and that the responses provided are complete, accurate, and final; and
- 5.1.7 Summarization of why the product and service providers assembled in the proposal are best qualified to perform the work required herein.

6. Scoring Methodology

- 6.1 The evaluation team, consisting of staff from the Department of Finance and Administration, Information Technology Services and other state agency subject matter experts will use any or all of the following categories in developing a scoring mechanism for this RFP prior to the receipt of proposals. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals.
 - 6.1.1 Functional Specifications – Grants Management
 - 6.1.2 Functional Specifications – Loan Servicing
 - 6.1.3 Technical and General Specifications
 - 6.1.4 Vendor Qualifications, Staffing, and References
 - 6.1.5 Implementation and Hosting Services
 - 6.1.6 Warranty and Maintenance Support
 - 6.1.7 Cost

6.1.8 Value-Add

- 6.2 Each category included in the scoring mechanism is assigned a weight between one and 100. The sum of all categories, other than Value-Add, will equal 100 possible points. Value-Add is defined as product(s) or service(s), exclusive of the stated functional and technical requirements and provided to the State at no additional charge, which, in the sole judgment of the State, provide both benefit and value to the State significant enough to distinguish the proposal and merit the award of additional points. A Value-Add rating between 0 and 5 may be assigned based on the assessment of the evaluation team. These points will be added to the total score.
- 6.3 Cost proposals for any proposal scoring less than 65% of technical requirements (exclusive of evaluation points for cost and added value) may be eliminated from further consideration. DFA reserves the right to eliminate proposals not meeting the technical specifications and focus solely on the remaining proposals.
- 6.4 Cost proposals will be opened for Vendors that are not eliminated from further consideration and cost points will be calculated. Cost scores will be combined with the technical scores to render Vendor's total score.
- 6.5 Vendors achieving at least 75% of the total points may be requested to perform an on-site demonstration. This presentation must be in person in Jackson, Mississippi at the Vendor's expense and conducted within seven (7) calendar days of notification.
- 6.6 Following any requested presentations, the evaluation team will reevaluate any functional and technical scores, based on information learned in the presentation, to finalize Vendors' scores.

SECTION VIII

COST INFORMATION SUBMISSION

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

SECTION IX REFERENCES

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

1. **References**

- 1.1 The Vendor must provide at least **three (3)** 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 All reference installations must be similar in function, scope, and size to the agency/institution for which this RFP is issued;
 - 1.2.2 All reference installation products/services must be configured similarly or identically to this RFP; and
 - 1.2.3 All reference installations must have been operational for at least **twelve (12) months**.
 - 1.2.4 Additional reference requirements:
 - 1.2.4.1 All references must encompass full implementations of a grants management solution.
 - 1.2.4.2 One of the references must be for a state or federal agency implementation which has been in production for at least one (1) year.

2. **Subcontractors**

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

REFERENCE FORM

Complete three (3) Reference Forms.

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

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 three (3) Reference Forms for each Subcontractor.

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

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

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**EXHIBIT A
STANDARD CONTRACT**

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

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

**PROJECT NUMBER 37634
SOFTWARE LICENSE AND APPLICATION SERVICE PROVIDER
AGREEMENT
BETWEEN
INSERT VENDOR NAME
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION**

This Software License and Application Service Provider Agreement (hereinafter referred to as "Agreement") is entered into by and between, **INSERT VENDOR NAME**, a **INSERT STATE OF INCORPORATION** corporation having its principal place of business at **INSERT VENDOR STREET ADDRESS** (hereinafter referred to as "Licensor"), and Mississippi Department of Information Technology Services having its principal place of business at 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201 (hereinafter referred to as "ITS"), as contracting agent for the Mississippi Department of Finance and Administration, located at 501 North West Street, Suite 1201-A, Jackson, Mississippi 39201 (hereinafter referred to as "Licensee" and/or "DFA"). ITS and DFA are sometimes collectively referred to herein as "State."

WHEREAS, DFA, pursuant to Request for Proposals ("RFP") No. 3573 requested proposals for the services of a contractor to host and maintain an Application Service Provider ("ASP") solution for a state-wide, comprehensive commercial-off-the-shelf grants management and loan servicing solution System; and

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

NOW THEREFORE, in consideration of the mutual understandings, promises and agreements

set forth, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 “Active User” means state employees from state agencies that receive grant funds and who actively participate on the System in any given month of operation, who shall be bound to the terms and conditions of this Agreement. Licensor does not impose a limit on the number of Active Users accessing or registering to use the System.

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

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

1.4 “Daily Reimbursement Rate” means the total of all ASP and license fees paid from the effective date of this Agreement for twelve (12) months thereafter divided by 365.

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

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

1.7 “Licensee” means the Mississippi Department of Finance and Administration, its employees, Active Users, and any third party consultants or outsourcers engaged by DFA who have a need to know and who shall be bound by the terms and conditions of this Agreement.

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

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

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

1.11 “Software” means the machine-readable object code version of the computer programs whether embedded on disc, tape or other media used for the management of the web-based state-wide, comprehensive commercial-off-the-shelf grants management and loan servicing solution

System and Supported Interfaces (and any Documentation and help files within the Software), including any Enhancements provided pursuant to the maintenance and support terms identified herein. The term “Software”, as used herein, also includes any third party product included as part of the proposed System.

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

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

1.14 “System” means the Software and hosted services for an integrated grants management and loan servicing solution as set forth in RFP No. 3573 and Licensor’s Proposal, as accepted by DFA, in response thereto. The term “System”, as used herein, also includes Licensor’s provision of the four (4) environments (development, quality assurance, training, and production) as specified in RFP No. 3573, with Licensee having access to the quality assurance, training, and production environments and the Licensor having access to the development environment.

ARTICLE 2 PERIOD OF PERFORMANCE

2.1 Licensor acknowledges and agrees that this project is comprised of three (3) phases as described in RFP No. 3573. Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on the date it is signed by all parties and shall continue in effect until the Licensor completes all Phase 1, Phase 2, and Phase 3 tasks required herein pursuant to the project work plan, including services during the five (5) year hosting term. The System, as customized for the State of Mississippi, must be implemented; fully functional; accepted by DFA, and all tasks (excluding hosting) required herein, including but not limited to development of required interfaces and training, completed as specified in the mutually agreed upon project work plan.

2.2 At the end of the five (5) year initial ASP services term, the ASP services may, upon the written agreement of the parties, be renewed under the same terms and conditions for two (2) additional two (2) year terms. One hundred and eighty (180) days prior to the expiration of the initial hosting term or any renewal hosting term of this Agreement, Licensor shall notify DFA and ITS of the impending expiration and DFA shall have sixty (60) days in which to notify Licensor of its intention to either renew or cancel the ASP services.

2.3 Licensor acknowledges and agrees that the Licensee shall be under no obligation to proceed from one phase to the next phase. Licensor shall not proceed to the next phase without having first received a written notice to proceed with the next phase from DFA. In no event shall DFA be obligated for payment of any costs, fees or expenses incurred by Licensor or for the acquisition of any products or Services described as comprising part of the next phase unless and until DFA authorizes Licensor to proceed with same in writing. The decision to proceed with a new phase shall be in the sole and absolute discretion of DFA. Finally, DFA shall notify Licensor of DFA's decision to proceed with a new phase on or before the completion of the existing phase, or other mutually agreed upon date.

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

ARTICLE 3 SCOPE OF SERVICES

3.1 The Licensor agrees to provide to DFA an ASP based state-wide, comprehensive commercial-off-the-shelf grants management and loan servicing solution System and Services and associated deliverables required to provide, host and maintain a web based application for DFA as described in this Agreement. While the scope of work for this project is defined by the contract documents set forth herein in the article titled "Entire Agreement", a summary of such work is outlined in Article 3.5 below.

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

3.3 The parties understand and agree that the project shall be structured with interim deliverables as set forth in the agreed upon project work plan so as to allow DFA an opportunity to accept or reject the deliverables, including but not limited to, specifications, requirement definitions, process designs, data analyses, web layouts, screen layouts, and report layouts. The actual customizations shall not begin until after DFA has communicated its conceptual approval of the results the Licensor plans to provide.

3.4 It is understood by the parties that the project work plan must be in place within fifteen (15) business days of execution of this Agreement and prior to any other work being performed.

Once this mutually agreed upon project work plan, which will identify specific time frames and deliverable target dates for this project, has been developed, it will be incorporated into and made a part of this Agreement. The dates in the project work plan will define the agreed upon period of performance. The parties acknowledge that the project work plan will evolve and change from time to time upon the mutual written agreement of both parties. The parties agree that the deliverables and schedule set forth in the latest version of the project work plan will take precedence over any prior plans.

3.5 Licensor shall be responsible for the following:

- A.** Ensuring that all deliverables are complete and accepted by DFA pursuant to the mutually agreed upon project work plan;
- B.** Ensuring that the host site complies with PriorityOne of the World Wide Web Consortium's (W3C's) Web Accessibility Initiative and guidelines in Section 508 of the Rehabilitation Act that are not covered in W3C Priority;
- C.** Ensuring that the site is accessible through DFA's published universal resource locator ("URL") rather than through Licensor's site address;
- D.** Reviewing with DFA the Content a minimum of once a quarter to ensure that the Content remains timely and accurate and reaching an agreement with DFA as to reasonable timelines for implementing Content updates delivered to the Licensor that will be posted on the site;
- E.** Tracking date sensitive items to ensure timely updates;
- F.** All Content provided by the Licensee and collected by the Software shall remain the sole and exclusive property of the Licensee. Upon the termination or expiration of this Agreement, Licensor shall provide such Content in its possession to the Licensee pursuant to a mutually agreed upon release schedule;
- G.** Transitioning the hosting services to DFA during the term of this Agreement in the event DFA decides to assume the hosting of the proposed solution in the State's technical environment. If DFA exercises this right, the Agreement will be amended to reflect the change in the Licensor's and DFA's responsibilities related to hosting services and the technical environment.
- H.** Working with DFA to achieve access rates that meet DFA's needs;
- I.** Providing security for the host site that is agreeable to DFA with Licensor responsible for all necessary equipment and software related to security;
- J.** Maintaining the accessibility of the site twenty-four (24) hours a day, seven (7) days a week at an uptime rate of 99% or greater, subject to the limitations set forth in this Agreement, including but not limited to, those in Article 4.4;
- K.** Completing daily backups of the site;
- L.** Notifying DFA at least twenty-four (24) hours prior to any unscheduled (unplanned) downtime for maintenance or other issues, with said notice containing a general description of the reason for the service interruption.

- M.** Notifying DFA at least four (4) weeks prior to any scheduled service interruption, with said notice containing a general description of the reason for the service interruption;
- N.** Proposing and adhering to a disaster recovery plan and providing access to such plan to the Licensee, all at Licensor's expense;
- O.** Participating with DFA in disaster recovery planning and testing based on a mutually agreed upon schedule;
- P.** Maintaining the confidentiality of the data entered;
- Q.** Providing DFA access to all of the technical information concerning operation of the site, including but not limited to, server specifications, Internet connection information, personnel requirements and software implementations;
- R.** Identifying any commercially available software, by vendor and version number, integrated into the Products and describing the particular functionality of any software that is proprietary to the Licensor;
- S.** Maintaining the host site, with the cost for such support, maintenance, and hosting for years following the initial five (5) year period not increasing annually beyond five percent (5%) or the percent increase in the consumer price index for all Urban Consumers, US City Average (C.P.I.-U) for the preceding year, whichever is less;
- T.** Providing 24x7x365 support of the web site, including sub-domain support;
- U.** Providing redundant internet connections;
- V.** Providing Dual T1 or greater connectivity;
- W.** Providing FTP and remote configuration access;
- X.** Providing SSL secure server support;
- Y.** Providing monthly reports containing line utilization, site availability statistics, network usage, security user access reports and System performance data to DFA;
- Z.** Maintaining sufficient bandwidth and server capacity to meet DFA and Active Users' demand as it may fluctuate and increase during the term of this Agreement, and
- AA.** Ensuring that upon termination or expiration of this Agreement that transition of the site from the Licensor to DFA or to a successor host will be accomplished at no expense to DFA, and with minimal interruption of the site's accessibility and insignificant changes in the site's appearance and functionality.

3.6 In the event Licensor creates any revisions to or upgrades of the System, Licensor shall provide Licensee a minimum of ninety (90) days written notification of such revision or upgrade, including release notes, and shall, upon request of Licensee, furnish such revision or upgrade to Licensee free of charge as part of the ASP fees. For revisions specified herein, Licensor must make the release available for Licensee to test in the quality assurance environment for a minimum of thirty (30) calendar days.

3.7 It is understood and agreed that Licensor shall have fully completed a SAS70 compliancy audit no later than twelve (12) months after execution of this Agreement. On completion of the

audit, the Licensor shall furnish Licensee with documentation evidencing the proposed solution is in compliance with all SAS70 requirements. In the event Licensor fails to complete the SAS70 audit by the date prescribed herein, Licensor shall reimburse Licensee the Daily Reimbursement Rate for every day until such time as the audit has been done. Further, Licensor must, at Licensor's sole expense, cure any material deficiencies noted in the audit within six (6) months of the audit. It is understood and agreed that Licensor shall submit a copy of the SAS70 audit report to DFA on an annual basis.

ARTICLE 4 SCOPE OF LICENSE AND HOSTING SERVICES

4.1 Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive and non-transferable license to access the Software over the Internet and to use it for Licensee's business operations and use it on the Licensor's host server for the initial term of the Agreement and any subsequent renewal hosting terms in accordance with, and subject to, the terms and conditions set forth in this Agreement. Licensee and Active Users are granted access to the Software, Products and Services twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year, subject to regularly scheduled maintenance and required repairs to be performed outside of Licensee's normal operational hours of 7:00 A.M. to 7:00 P.M. (Central Time), Monday through Friday. The terms and conditions of this Agreement will apply to any Enhancements, customizations, or additional Software Products Licensee may procure from Licensor.

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

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

4.4 The System will be accessible at least ninety nine percent (99%) of the time, twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of the ASP Services due to causes beyond the control of Licensor. In the event that DFA or an Active User is unable to achieve the 99% application availability during any given month, excluding scheduled maintenance, required repairs, and unavailability due to causes beyond the control of Licensor, the Licensor shall reimburse DFA ten percent (10%) of the monthly ASP hosting fees for each twenty-four (24) hour day during which there were any incidents of unavailability. Licensor shall maintain the server at a secured location with restricted access.

4.5 Licensor shall provide the Licensee with its standard managed firewall service, which

shall enable secure delivery of Licensor's application services using fully redundant hardware-based firewalls. Licensor's managed firewall service will be available twenty-four (24) hours a day, seven (7) days a week.

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

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

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

ARTICLE 5 DELIVERY; RISK OF LOSS, AND ACCEPTANCE

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

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

5.3 The parties agree that Licensor must provide on-site System and user training to the acceptance test team prior to the initiation of the acceptance test period. It is understood and agreed that Licensor shall provide all acceptance test plan documentation for the module being tested at least five (5) business days prior to DFA beginning the acceptance testing process. DFA shall have ten (10) business days beginning the day after each deliverable is received by DFA to review interim deliverables, which review period can only be reduced by mutual agreement of the Licensor and DFA, and to either notify Licensor of acceptance or to provide Licensor a detailed list of deficiencies that must be remedied prior to payment being made. In the event DFA notifies the Licensor of deficiencies, the Licensor shall correct such deficiencies within ten (10) business days unless DFA consents in writing to a longer period of time.

5.4 DFA shall have thirty (30) calendar days after the Available Date to evaluate and conduct the final acceptance testing of the System using the mutually agreed upon acceptance test plan to confirm that it performs without any defects and performs in accordance with the requirements of this Agreement. DFA shall immediately thereafter notify Licensor of any defects in the

Software, which must be corrected. Thereafter, Licensor shall have ten (10) business days in which to either repair or replace the defective Software unless both parties agree to extend this period, all at Licensor's expense. In the event Licensor is unable to repair or replace the Software within this ten (10) day period, DFA may terminate this Agreement pursuant to the Termination Article herein.

5.5 Acceptance testing is complete when DFA has successfully completed all acceptance test criteria defined in the mutually agreed upon acceptance test plan, as well as other ad hoc testing as defined by DFA, and all critical defects have been corrected by Licensor and successfully re-tested.

ARTICLE 6 CONSIDERATION AND METHOD OF PAYMENT

6.1 The total compensation to be paid to the Licensor by DFA for all development, maintenance and ASP services, customizations, products, travel, performances and expenses under this Agreement shall not exceed the specified sum of **\$INSERT TOTAL COMPENSATION**, and shall be payable as set forth in the Payment Schedule attached hereto as Exhibit A.

6.2 The Licensor and DFA agree to the deliverable schedule as set forth in the attached Exhibit A. The Licensor will receive payment in the amount indicated in Exhibit A, less retainage to be withheld in accordance with the Retainage Article herein, upon written acceptance by DFA of each of the deliverables defined therein. The parties agree that as the project work plan is revised by written agreement of the parties during the term of this Agreement, the anticipated dates for acceptance of deliverables and for the corresponding payments to the Licensor, but not the amounts of those payments, may likewise be revised only by written agreement of the parties.

6.3 Upon written acceptance, as set forth in Article 5 herein, by DFA of a deliverable which has an associated payment, the Licensor will invoice DFA for the invoice amount of that payment as indicated in the attached Exhibit A, less retainage to be withheld in accordance with the Retainage Article herein. Licensor shall submit invoices with the appropriate documentation to DFA monthly for any month in which ASP services and/or other Services are rendered. Licensor shall certify that the billing is true and correct. The State may, at its sole discretion, require Licensor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. DFA agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by DFA within forty-five (45) days of receipt of the invoice. Licensor understands and agrees that DFA is exempt from the payment of taxes. All payments shall be in United States currency. Payments by state agencies that make payments through the Statewide Automated Accounting System ("SAAS") shall be made and remittance information provided electronically

as directed by the State. Payments by SAAS agencies shall be deposited into the bank account of the Licensor's choice. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Licensor shall remain responsible and liable for full performance.

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

ARTICLE 7 WARRANTY

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

7.2 Licensor represents and warrants that the System provided by Licensor shall meet or exceed the minimum specifications set forth in RFP No. 3573 and Licensor's Proposal, as accepted by the State, in response thereto.

7.3 During the term of this Agreement, the Licensor represents and warrants that all deliverables shall be free from any defect, deficiency, faultiness, imperfection, inadequacy, incompleteness or other condition (collectively referred to herein as "Defect") which would render any such deliverable inoperable in any way or which would prevent full performance in accordance with this Agreement. This warranty includes, without limitation, correction of errors, design deficiencies, performance deficiencies, and incorrect or defective Documentation, including those found during acceptance testing, implementation, and the warranty period. Acceptance testing shall not in any way relieve the Licensor of its responsibilities to correct any Defect during the warranty period. The Licensor shall offer a workaround solution within twenty-four (24) hours and repair any Defect at no cost to the State within five (5) business days of receiving notice of the Defect from the State, unless DFA consents in writing to a longer period of repair time. In the event Licensor is unable to repair or replace the Software within the mutually agreed upon time frame after receipt of notice of the Defect, DFA shall be entitled to a full refund of fees paid and shall have the right to terminate this Agreement in whole or in part as provided for in the Termination Article herein. Licensee's rights hereunder are in addition to any other rights Licensee may have.

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

Licensor for the unsatisfactory Services.

7.5 Licensor represents and warrants that neither the Software, nor Enhancements shall contain a disabling code, lockup program or device. Licensor further agrees that it will not, under any circumstances including enforcement of a valid contract right, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Licensee's licensed use of the Software, or Enhancements and/or which would restrict Licensee from accessing its data files or in any way interfere with the transaction of Licensee's business. For any breach of this warranty, Licensor at its expense shall, within ten (10) business days after receipt of notification of the breach, deliver Products to Licensee that are free of such disabling code, lockup program or device.

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

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

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

7.9 The Licensor represents and warrants that the deliverables provided to DFA under this Agreement, and their use by Active Users, will not infringe or constitute an infringement of any copyright, patent, trademark, servicemark, trade secret or other proprietary right of any person or entity. Licensee agrees that it will promptly notify Licensor in writing of any such claim or action of which it has knowledge, and that it will cooperate fully in the defense and investigation of the claim by supplying Licensor all relevant information currently available and in its possession, all at Licensor's expense. Licensor shall, to the extent authorized by Mississippi law, have sole control over the defense or settlement of any such claim or action. Licensor, at its own expense, shall defend or settle any and all infringement actions filed against Licensor or the State which involve the deliverables or other items provided under this Agreement and shall pay all settlements, as well as all costs, attorney fees, damages and judgment finally awarded against the State. If, in any such suit arising from such claim, the continued use of the items for the purpose

intended is enjoined or threatened to be enjoined by any court of competent jurisdiction, Licensor shall, at its expense: (a) procure for the State the right to continue using such items, or (b) modify or replace them with non-infringing items with equivalent functionality, or, to the extent (a) or (b) cannot be done despite Licensor's commercially reasonable efforts, (c) refund to the State the fees previously paid by the State for the infringing Products. Said refund shall be paid within ten (10) business days of notice to the State to discontinue said use. In addition to the foregoing, the Licensor shall indemnify the State in accordance with the provisions of Article 18 herein.

7.10 Licensor represents and warrants that the host site provided by the Licensor shall be reasonably expandable and scalable so DFA can add and support additional business functions and users over time. It is understood and agreed that any standard revisions, enhancements, improvements, and upgrades to the licensed Software and host site equipment during the term of this Agreement, including operating system, database management system, and other software, shall be provided by Licensor to DFA at no additional cost to DFA.

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

7.12 Licensor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Licensor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Licensor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Licensor understands and agrees that any breach of these warranties may subject Licensor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Licensor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Licensor would also be liable for any additional costs incurred by the State due to contract.

ARTICLE 8 EMPLOYMENT STATUS

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

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

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

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

ARTICLE 9 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

Licensors will be responsible for the behavior of all its employees and subcontractors while on the premises of any Licensee location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of the staff will be asked to leave the premises and may be suspended from further work on the premises. All Licensors employees and subcontractors who will be working at such locations shall be covered by Licensors's comprehensive general liability insurance policy.

ARTICLE 10 MODIFICATION OR RENEGOTIATION

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

ARTICLE 11 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

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

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

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

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

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

ARTICLE 12 AVAILABILITY OF FUNDS

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

the sole right to determine whether funds are available for the payments or performances due under this Agreement.

ARTICLE 13 TERMINATION

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

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

ARTICLE 14 GOVERNING LAW

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

ARTICLE 15 WAIVER

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

ARTICLE 16 SEVERABILITY

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement

shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

ARTICLE 17 CAPTIONS

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

ARTICLE 18 HOLD HARMLESS

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

ARTICLE 19 THIRD PARTY ACTION NOTIFICATION

Licensor shall notify DFA in writing within five (5) business days of Licensor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Licensor or DFA by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Licensor's performance under this Agreement. Failure of the Licensor to provide such written notice to DFA shall be considered a material breach of this Agreement and DFA may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 20 AUTHORITY TO CONTRACT

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

ARTICLE 21 NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Mr. David L. Litchliter, Executive Director, Mississippi

Department of Information Technology Services, 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201. Mississippi Department of Finance and Administration's address for notice is: Ms. Cille Litchfield, Chief Systems Information Officer, Mississippi Department of Finance and Administration, 501 North West Street, Suite 1201-A, Jackson, Mississippi 39201. The Licensor's address for notice is: **INSERT NAME, TITLE, & ADDRESS OF VENDOR PERSON FOR NOTICE**. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

ARTICLE 22 RECORD RETENTION AND ACCESS TO RECORDS

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

ARTICLE 23 INSURANCE

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

ARTICLE 24 DISPUTES

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

ARTICLE 25 COMPLIANCE WITH LAWS

Licensor shall comply with, and all activities under this Agreement shall be subject to, all Licensee policies and procedures which Licensor has received copies of, and all applicable federal, state, and local laws, regulations, policies and procedures as now existing and as may be

amended or modified. Specifically, but not limited to, Licensor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability.

ARTICLE 26 CONFLICT OF INTEREST

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

ARTICLE 27 SOVEREIGN IMMUNITY

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

ARTICLE 28 CONFIDENTIAL INFORMATION

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

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

ARTICLE 29 EFFECT OF SIGNATURE

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

ARTICLE 30 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

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

ARTICLE 31 NON-SOLICITATION OF EMPLOYEES

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

ARTICLE 32 ENTIRE AGREEMENT

32.1 This contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto, including all terms of any "shrink-wrap", "click-wrap" or "browse-wrap" license of the Software. The RFP No. 3573, and Licensor's Proposal, as accepted by the State, in response thereto are hereby incorporated into and made a part of this Agreement.

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

- A.** This Agreement signed by the parties hereto;
- B.** Any exhibits attached to this Agreement;
- C.** RFP No. 3573 and written addenda, and
- D.** Licensor's Proposal, as accepted by the State, in response to RFP No. 3573.

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

ARTICLE 33 STATE PROPERTY

Licensor shall be responsible for the proper custody of any Licensee-owned property furnished

for Licensor's use in connection with Services performed pursuant to this Agreement. Licensor shall reimburse the Licensee for any loss or damage, normal wear and tear excepted.

ARTICLE 34 SURVIVAL

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

ARTICLE 35 DEBARMENT AND SUSPENSION CERTIFICATION

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

ARTICLE 36 SPECIAL TERMS AND CONDITIONS

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

ARTICLE 37 STATUTORY AUTHORITY

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

ARTICLE 38 NETWORK SECURITY

Licensor and DFA understand and agree 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, Licensor and DFA 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 (e.g., VPN concentrator, PIX firewall, etc.) on the State's premises. Licensor agrees that it must, at its expense, implement/maintain a compatible hardware/software solution to terminate the specified VPN on the Licensor'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 Licensor 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.

ARTICLE 39 SOFTWARE SUPPORT AND MAINTENANCE

39.1 As part of the Software support and maintenance services, Licensor will maintain the Products in an operable condition according to the specifications contained in the technical manuals and as outlined in RFP No. 3573 and the Licensor's Proposal in response thereto. Licensor shall provide Licensee with Enhancements to the Software as they are made generally available from time to time. Notwithstanding any other provisions of this Agreement, Licensor shall provide support only with respect to the then-current generally available version of the Software.

39.2 Licensor shall also provide unlimited email and toll-free telephone technical support in the operation of the Software Products twenty-four (24) hours a day, seven (7) days a week. Licensor shall respond by telephone within one (1) hour to requests for support services. Licensee shall be given priority placement in the support queue for all System locking situations or problems claimed by Licensee to be a mission critical process. Upon receipt of Licensee's call, Licensor will (a) create an error report, (b) assign a severity level and (c) attempt to resolve the Software problem in accordance with the procedures and processes for problem resolution detailed below. It is understood by the parties that the Licensee and Licensor must mutually agree on whether an error is classified as a critical System problem, a problem related to an essential System or function where a workaround does not exist, or a problem related to a System function where a workaround does exist.

39.3 Licensor shall resolve critical System problems of the Software and Services (which impact access to the System or render the System non-functioning) within one (1) business day.

39.4 Licensor shall resolve problems related to essential System functions of the Software and Services (where a workaround does not exist) within two (2) business days.

39.5 Licensor shall resolve problems related to System functions of the Software and Services (where a workaround does exist) within five (5) business days.

ARTICLE 40 FORCE MAJEURE

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war or terrorism, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"). When such a cause arises, the Licensor shall notify the Licensee immediately in writing of the cause of its inability to perform; how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate this Agreement.

ARTICLE 41 CHANGE ORDER RATE AND PROCEDURE

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

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

41.3 With respect to any change orders issued in accordance with this Article, the Licensor shall be compensated for work performed under a change order according to the hourly change order rates specified in Exhibit A. If there is a service that is not defined in the change order rate, the Licensor and the State will negotiate the rate. The Licensor agrees that this change order rate shall be a "fully loaded" rate, that is, it includes the cost of all materials, travel expenses, per diem, and all other expenses and incidentals incurred by the Licensor in the performance of the change order. The Licensor shall invoice the Licensee upon acceptance by the Licensee of all work documented in the change order, and the Licensee shall pay invoice amounts on the terms set forth in this Agreement. The Licensor acknowledges and agrees that the fully-loaded change order hourly rates in Exhibit A must remain valid for the duration of the Agreement, with annual increases not to exceed five percent or an increase in the consumer price index, all Urban Consumer U.S. City Average (C.P.I.-U), whichever is less.

41.4 Upon agreement of the parties to enter into a change order, the parties will execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions

necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to implement the work contemplated therein. The price of the work to be performed under any change order will be determined based upon the change order rate; however, the change order will be issued for a total fixed dollar amount and may not be exceeded regardless of the number of hours actually expended by the Licensor to complete the work required by that change order. The project work plan will be revised as necessary.

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

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

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

ARTICLE 42 PERSONNEL ASSIGNMENT GUARANTEE

Licensor guarantees that the personnel assigned to this project will remain a part of the project throughout the duration of the Agreement as long as the personnel are employed by the Licensor and are not replaced by Licensor pursuant to the third paragraph of the Article herein titled "Employment Status". Licensor further agrees that the assigned personnel will function in the capacity for which their services were acquired throughout the life of the Agreement, and any failure by Licensor to so provide these persons shall entitle the State to terminate this Agreement for cause. Licensor agrees to pay the Licensee fifty percent (50%) of the total contract amount if any of the assigned personnel is removed from the project prior to the ending date of the contract for reasons other than death, an extended illness, maternity leave, departure from Licensor's employment or replacement by Licensor pursuant to the third paragraph of the Article herein titled "Employment Status". Subject to the State's written approval, the Licensor may substitute qualified persons in the event of the separation of the incumbents therein from employment with Licensor or for other compelling reasons that are acceptable to the State, and may assign additional staff to provide technical support to Licensee. The replacement personnel shall have equal or greater ability, experience and qualifications than the departing personnel, and shall be subject to the prior written approval of the Licensee. The Licensor shall not permanently divert any staff member from meeting work schedules developed and approved under this Agreement

unless approved in writing by the Licensee. In the event of Licensors personnel loss or redirection, the services performed by the Licensors shall be uninterrupted and the Licensors shall report in required status reports its efforts and progress in finding replacements and the effect of the absence of those personnel.

ARTICLE 43 RETAINAGE

To secure the Licensors performance under this Agreement, the Licensors agrees that DFA shall hold back as retainage twenty percent (20%) of each amount payable under this Agreement, excluding amounts paid for the hosting services. The retainage amount will continue to be held until final acceptance of the System by DFA.

ARTICLE 44 ESCROW OF SOURCE CODE

44.1 With the execution of this Agreement, the Licensors shall place and maintain a current copy of the data dictionary, Documentation, object code, and source code in escrow and shall furnish Licensee with a copy of the escrow agreement and the name and address of the agent. The escrow agreement shall authorize the escrow agent to release, at no cost to Licensee, the data dictionary, Documentation, object code, and source code to Licensee if and when the Licensee is deemed to have a right under this Article. The Licensors shall pay all costs of providing and maintaining the escrow agreement, including the fees of the escrow agent. The copy of the source code placed in escrow shall be reproduced and maintained on magnetic tape or disk using a commonly accepted data recording protocol. Program documentation sufficient to allow a competent programmer to use and maintain the source code programs must accompany the source code. When a change is made to the object code or source code by or on behalf of the Licensors during the term of the escrow agreement, the revised code, including the change, shall be delivered to the escrow agent not later than thirty (30) calendar days after the change is effected by or on behalf of the Licensors.

44.2 Provided that the Licensee is not then in substantial default under this Agreement, the Licensors shall provide to Licensee, at no cost and within ten (10) calendar days after receipt of Licensees written request for it, one (1) complete copy of the data dictionary, Documentation, object code, and source code used in the preparation of the Software and custom modifications to the source code and object code as a result of this Agreement, brought up to date as of the date of delivery of such source code to Licensee, upon the occurrence of any of the following events: (a) any or all material part of the source code or object code is generally made available, with or without additional cost, to other users of comparable software; or (b) the Licensors or the software manufacturers cessation, for any reason, to do business; or (c) the Licensors or the software manufacturer discontinues maintenance of the Software; or (d) bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation, or other similar proceedings are instituted by or against the Licensors or the software manufacturer.

ARTICLE 45 PERFORMANCE BOND

As a condition precedent to the formation of this Agreement, the Licensor must provide a performance bond as herein described. To secure the Licensor's performance, the Licensor shall procure, submit to the State with this executed Agreement, and maintain in effect at all times during the course of this Agreement a performance bond in the total amount of this Agreement. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the performance bond and shall identify a contact person to be notified in the event the State is required to take action against the bond. The term of the performance bond shall be concurrent with the term of this Agreement, with the exception of post-warranty maintenance and support, and shall not be released to Seller 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. The performance bond shall be procured at Licensor's expense and be payable to the Mississippi Department of Finance and Administration. The cost of the bond may be invoiced to the Licensee after project initiation only if itemized in the Licensor's cost proposal and in the attached Exhibit A. Prior to approval of the performance bond, the State reserves the right to review the bond and require Licensor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by Licensor. The bond must specifically refer to this Agreement and shall bind the surety to all of the terms and conditions of this Agreement. If the Agreement is terminated due to Licensor's failure to comply with the terms thereof, Licensee may claim against the performance bond.

ARTICLE 46 LIQUIDATED DAMAGES

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

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

**State of Mississippi, Department of
Information Technology Services, on
behalf of the Mississippi Department
of Finance and Administration**

INSERT VENDOR NAME

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: David L. Litchliter

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

**Mississippi Department of Finance
and Administration**

By: _____
J.K. Stringer, Jr.
Executive Director

Date: _____

EXHIBIT A
PAYMENT SCHEDULE

EXHIBIT B GLOSSARY

Term	Definition
Absolute Control	A control level that prevents a transaction from processing and it is override able.
ACH	Automated Cleaning House transaction
Accounting Distribution	The unique coding stream depicting the funding source for a grant/loan and is comprised of several elements from SAAS, i.e. agency, fund, organization.
Activity Code	A unique identifier in the accounting distribution.
Address Type	An indicator to reflect the type of address for an entity, i.e. mailing, billing, physical.
Ad hoc Reporting	The ability to create reports based on user's need on the fly.
Advance/Advance Payments	A process by which the payee is provided with grant funds prior to completion of activities.
Agency	A state governmental entity. There are approximately 130 state agencies for Mississippi.
Agency Code	A unique identifier for each state agency.
Agency Funding Source	The source of where the grant funding was received from by the state agency.
Agreement Number	Unique identifier for a loan or grant contract agreement
Application	Mechanism used to request financial assistance from a state agency
Application Number	A unique identifier used to track applications for awards.
Approved	Permission has been granted for an action to continue for whatever & wherever the action is in the cycle.
Appropriations	The legislative designated amount of funds for a specific use for an agency.
ASAP	Automated Standard Application for Payments is a mechanism for drawing down/requesting funds from the USDOE.
Authorized Amount	The award amount that has been authorized for a sub-grant.
Available	The amount of un-obligated portion of the funds once expenditures and encumbrances have been deducted.
Award	A commitment of funds to an entity. (i.e. – Federal Government may commit funds to the State of Mississippi for certain programs. State agencies then commit loan and/or grant funds to businesses and individual entities/recipients.)
Available Funds for Commitment / Remaining Balance	See Available.
Award Amount	The amount of funds granted to a recipient.
Award Notice	The official verification that an award has been made.
Award Year	The timeframe associated with an award.
BAI	Banking Administration Institute

Term	Definition
Bonds	Issued through the State of Mississippi to fund a multitude of purposes for state agencies.
Budget	Funds held for a specific time period. (i.e. by fiscal year, by program year)
Budget Year	A time period beginning July 1 thru June 30 of the next year with the addition of the two succeeding months of July and August.
Capital Outlay	A grant to be used for the purchase of items of capital outlay, i.e. fixed assets.
Cash Match	The amount or percentage of grant funds that must be/have been matched from funding sources.
Cash Receipts	A document verifying the actual receipt of revenue and the amount.
CDBG	Community Development Block Grant – provides funds to local governments to ensure decent housing, basic community services, environmental quality and economic opportunities for their residents.
CFDA Number	Code of Federal Domestic Assistance number. Code indicating the program of federal assistance assigned by the Federal agencies.
CFDA Title	Description of CFDA program.
Chart of Accounts	See Accounting Distribution
Clearance Pattern	The pattern associated with the time it takes for funds to clear an account.
Closeout	The processes that must be undertaken to prepare the closeout package and handle any and all activities required to end a grant/loan
Closeout Packages	A summary of expenses & certifications to close & finalize a grant
Closeout Procedures	See Closeout
CMIA	Cash Management Improvement Act – The purpose of CMIA is to ensure efficiency, effectiveness, and equity in the exchange of funds between the states and the federal government for federal assistance programs.
CMIA Indicator	An indicator to reflect whether the grant/sub-grant is required to meet CMIA standards.
Coding Block	See Accounting Distribution
Committed	The obligation of funds or other assistance.
Confidential Indicator	An indicator to reflect whether or not the detailed information on the payment can be released to the public or is considered to be of a confidential nature.
Consolidated Plan	The consolidation planning information from HUD's Community Planning and Development programs.
Contract Number	See Agreement Number
Cost Allocations	The process used to appropriately allocate costs based on benefit received.
Cost Reimbursement	A process by which the payee is provided with grant funds once the payee has expended the funds.
COTS	Commercial, off-the-shelf

Term	Definition
Current Needs	A process by which the payee has incurred obligations but has not yet been paid.
DCMA	The Defense Contract Management Agency (DCMA) is the United States Department of Defense (DoD) agency responsible for performing contract administration services (CAS) for DoD and other authorized Federal Agencies.
DEQ	Department of Environmental Quality. The Department of Environmental Quality is responsible for protecting the state's air, land, and water. Our mission is to safeguard the health, safety, and welfare of present and future generations of Mississippians by conserving and improving our environment and fostering wise economic growth through focused research and responsible regulation.
DFA	Department of Finance Administration – primary agency responsible for State government financial and administrative operations including employee payroll, vendor payments, employee insurance, construction, maintenance, and protection of State buildings in the Capitol Complex, financial information management systems, management of the State's vehicle fleet, and numerous other related activities.
Division	A unique identifier in the accounting distribution.
DLA	Defense Logistics Agency – largest agency in the United States Department of Defense, with about 22,000 civilian and military personnel throughout the world. The agency provides supplies to the military services and supports their acquisition of weapons and other material.
Draw	The ordering request for funds and actual transfer of those funds on all Federal grants.
DUNS Number	Dun and Bradstreet 9-digit company identifier number
EFT	Electronic Funds Transfer
EFT Flag	An indicator depicting the type of warrant a vendor receives, i.e. paper, EFT, via PayMode.
E-grants	Electronic grants system
Eligibility	Qualifications required to participate in program
Encumbrances	An amount obligated against monies but not expended.
Expended	Amounts that have been paid out of state funds.
Expenditures	See Expended.
FAQ's	Frequently Asked Questions
Federal Agency Code	A unique identifier for each federal agency.
Federal Fiscal Year	The time period associated with the federal government's fiscal year which begins October 1.
Federal Matching	The amount or percentage of grant funds/resources that must be/have been matched from federal funding sources.
FEID	Federal Employer Identification Number
FEIN	See FEID.

Term	Definition
FFATA	Federal Funding Accountability & Transparency Act – is an Act of Congress that requires the full disclosure to the public of all entities or organizations receiving federal funds beginning in calendar year 2009 on a website maintained by the Office of Management and Budget .
FICR Allowable Indicator	An indicator used to notate whether a cost is allowable to be used to calculate the FICR.
FICR Rate	Federal Indirect Cost Rate. See Indirect Cost Rate.
Fiscal Year	The twelve month accounting period beginning July 1 to June 30 of the succeeding calendar year.
FMRS	Financial Management Reporting System
FSR	Financial Status Report – a summary of expenditure activity over a specified time period.
Function	A unique identifier in the accounting distribution.
Fund Number	A unique identifier for each established treasury fund in SAAS.
GAAP	General Accepted Accounting Principles.
GAAP Schedule Indicator	Indicator reflecting that the grant must be reported on a GAAP schedule to DFA at mid year and end of year.
General Ledger	The main accounting record of a business which uses double-entry bookkeeping.
Generated Revenue Amount	The amount of revenue generated by awarding grant/loan to a sub-grantee.
‘GO’ funds	Growth Opportunity funds
Grant	Funds disbursed by an entity for a specific purpose.
Grant Award	Same as Award
Grant Carryovers	The terms for a grant depicting the use and limits for carry-over of funds from one time period to another.
Grant Category	An indicator to reflect the category of grant for an entity.
Grant Class	An indicator to reflect the class of grant for an entity.
Grantee	The legal entity to which a grant is awarded and which is accountable to the funding agency for the use of funds provided.
Grant Number	A unique identifier used to depict a grant.
Grantor	Any legal entity, public or private, that awards grants. Grantors include local, state, or federal government agencies, private foundations, and private or public non-profit organizations.
Grants.gov	Website to find and apply for grants from the federal government.
Grant Type	An indicator to reflect the type of grant for an entity (i.e. construction, discretionary.)
Grant Year	The time period for a particular grant.
HUD	Housing and Urban Development – Federal Agency that looks to increase homeownership, support community development and increase access to affordable housing free from discrimination.

Term	Definition
IDIS	Integrated Disbursement & Information System –IDIS, a nationwide database, provides HUD with current information regarding the program activities underway across the Nation, including funding data. IDIS is the draw down and reporting system for the four CPD formula grant programs: CDBG , HOME , ESG , and HOPWA . The system allows grantees to request their grant funding from HUD and report on what is accomplished with these funds.
Indirect Cost Rate (ICR)	The rate attributed to costs expended that are not identifiable with a specific product, function, or activity but are necessary for the completion of the product, function or activity.
In-kind Matching	The amount or percentage of grant resources that must be/have been matched from funding sources.
Interagency Transactions	Transactions between state agencies transferring monies between accounting distributions without producing warrants.
Invoice	A document issued by a seller indicating the products, quantities and agreed prices for products or services the seller has provided.
Journal Vouchers	A process to adjust/document costs in the general ledger.
Julian Dates	The Julian day or Julian day number (JDN) is the integer number of days that have elapsed since the initial epoch defined as noon Universal Time (UT) Monday, January, 4713 BC in the proleptic Julian calendar.
Legislative Districts	A unique identifier depicting the State and Federal legislative district areas.
Letter of Credit	A letter of credit is a document issued mostly by a financial institution which usually provides a payment undertaking to a beneficiary against complying documents as stated in the Letter of Credit.
Line Item	The most granular level of an accounting distribution.
Loan Agreement	A contract entered into which regulates the terms of a loan.
Loan Award	Same as Award
Loan Number	A unique identifier for each loan.
Loan Servicing	Loan servicing is the process by which a mortgage bank or sub servicing firm collects the timely payment of interest and principal from borrowers.
Location	A unique identifier in the accounting distribution.
LOCCS	Line of Credit Control System – the U.S. Department of Housing and Urban Development’s (HUD) primary grant disbursement system, handling disbursements for the majority of HUD programs
Maintenance of Effort	Requirement that a state/entity must spend at least a specified amount of state/entity funds for certain benefits and services.
MATA	The Mississippi Accountability and Transparency Act (MATA) passed in 2008 shall develop and operate a searchable Web site that shall include information on expenditures of state funds and bond proceeds
Match Grants	Grants that require a match of funds/resources by the recipients or other sources.

Term	Definition
Matching Indicator	An indicator to reflect that the grant requires matching funds/resources from other sources.
MERLIN	Mississippi Executive Research and Library Information Network is an enterprise data warehouse of accounting (including budget, revenue, and expenditures), payroll, human resources, travel, and property information. The data warehouse allows state agencies and government officials access to decision-critical information for reporting and analysis purposes, MERLIN is both web and client-server accessible.
Monitor	The process of ensuring that funds are spent according to the guidelines of an award.
NAICS Codes	North American Industry Classification System.
No Control	An indicator that allows all transactions to process without warning messages.
Object	A specific five-digit code assigned to each expenditure in SAAS. This code directly relates to the object code name, which defines valid object of expenditure codes. Examples of minor object code names include Data Entry Service or Telecommunications.
Object Code	See Object.
Obligations	The commitment of funds or other assistance.
OFAC	The Office of Foreign Assets Control (OFAC) is an agency of the United States Department of the Treasury. OFAC administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign states, organizations, and individuals.
OMB A133	Office of Management and Budget, Circular A-133 which depicts the rules for Audits of States, Local Governments, and Non-Profit Organizations
Operating/Capital Grant	See Capital Outlay.
Org Code	A unique identifier in the accounting distribution.
Outstanding Grant Award	The amount of the award that has yet to be obligated or spent.
Override Control	A control level that prevents a transaction from processing, but have the ability to override error with appropriate security.
Payment Request Number	A unique identifier to track payment requests from sub-grantees.
Payment Vouchers	A document from which a warrant is issued in SAAS.
PayMode	Bank of America electronic payment system used for paying vendors
Performance Goals	The planned outcomes of a grant/sub-grant.
Performance Measures	The measures of the activities and performance of a grant/sub-grant.
Performance Metrics	See Performance Measures.
Phase	A unique identified depicting a lower level of a sub-project

Term	Definition
Pre-Encumbrances	An amount that has not been obligated nor expended yet, but will be needed, i.e. rent of office.
Presence Control	A control level that prevents a transaction from processing where budgetary control does not exist, may not be overridden and can not be transmitted to the next approval stage.
Program	A unique identifier in the accounting distribution.
Program Income	The funds earned by a program as a result of operating that program.
Program Income Flag	An identifier to depict whether or not a program may earn income.
Program Objectives	The end results planned for a program.
Program Source	The source of where the program funding was received from by the recipient.
Program Year	The timeframe for a particular program.
Project Number	A unique identifier in the accounting distribution.
Purchase Orders	A purchase order (PO) is a document issued by the State to a vendor, indicating the type, quantities and agreed prices for products or services the vendor will provide to the State.
Remaining Balance /Available Funds for Commitment	See Available.
Reporting Period	The period of time in relation to the report provided.
Requisitions	A requisition is a request for goods or services.
Reserved	The amount of funds set aside for a specific purpose.
Retainage	The amount of funds that are withheld until completion of all activities for a grant or sub-grant.
Revenue Code	A unique identifier depicting the source of the revenue.
SAAS	Statewide Automated Accounting System – an automated, mainframe-based, centrally controlled, and agency discrete financial management system that includes both accounting and budgeting functions. The accounting system records transactions on a Generally Accepted Accounting Principles (GAAP) basis. The budget system maintains transactions on a modified cash basis. Records are maintained both on a budget year and on a fiscal year.
SF-269	Federal Financial Status Report
SF-270	Federal Request for Advance or Reimbursement
SF-272	Federal Cash Transactions Report
SF-272a	Federal Cash Transactions Report Continuation
SF-424	Federal Application for Federal Assistance
Single Audit Act	See OMB A133 Audit Reporting
Solicitations	The process used by state agencies to announce and request entities to apply for funds from their agency.
SOS	Secretary of State
Source of Authority	The enacting legislation authorizing the program or grant.

Term	Definition
SPAHRS	Statewide Payroll and Human Resource System is a single database used to support the personnel business processes required for administering both human resource and payroll functions for state employees. SPAHRS is a mainframe-based application written primarily in Natural, running under ADABAS and Z/OS.
Sponsorship	Funds provided to an organization for the purpose of supporting an event, activity, person or organization financially or through the provision of goods or services. No match is required and funds are not repaid.
Standard Reports	Reports provided as part of the COTS system.
State GAAP Reporting	Federal grant schedules from the Mississippi Agency Accounting Policies and Procedures (MAAPP). Specific schedules required for federal grants are 27.30.60, 27.30.70 and 27.30.65
State Matching	The amount or percentage of grant funds/resources that must be/have been matched from state funding sources.
Statement of Work	A document depicting specific requirements desired.
Statistics	A collection of quantitative data on the grant/loan data.
Status	A description providing the state or condition with respect to the grant, sub-grant, warrant or vendor.
Status Flag	See Status
Status Report	A report providing information on a grant/sub-grant's level of expenditure, receipts and performance.
Sub-Contractors	An entity contracting to perform part or all of another's contract
Sub-Grant	Funds awarded by a state agency for a specific purpose or to purchase goods or services
Sub-Grant Award Number	A unique identifier used to depict a sub-grant.
Sub-Grant Carryover Terms	The terms for a sub-grant depicting the use and limits for carry-over of funds from one time period to another.
Sub-Grantee	A recipient of a grant, i.e. counties, municipalities & non-profits.
Sub-Grant Retainage	See Retainage.
Sub-Grant Type	An indicator to reflect the type of sub-grant for an entity, i.e. construction, discretionary.
Sub-Program	A unique identified depicting a lower level of a program
Sub-Project Number	A unique identified depicting a lower level of a project.
Supplemental Request Indicator	An indicator reflecting additional payment requests from a sub-grantee.
Templates	Standard letters, e-mails and/or forms to be used within the system.
Third Party Matching	The amount or percentage of funds/resources that are provided to operate a grant from neither state nor federal funds.
TIPRA	Federal legislation entitled Tax Increase Prevention and Reconciliation Act of 2005 that takes effect in 2010.
Tolerance	The allowable deviation from a standard payment or schedule

Term	Definition
Travel Vouchers	A transaction reimbursing employees or contract workers for expenditures related to travel on behalf of a state agency.
Travel Advances	A transaction advancing funds to employees or contract workers to cover expenditures related to travel on behalf of a state agency.
Usaspending.gov	See FFATA – shows revenue and expenditures
Vendor	An entity that the State does business with, i.e. private, public.
Vendor ID/ Vendor #	A unique identifier for each and every entity that the States does business with and provides payment to via a warrant.
W-9	Request for Taxpayer Identification Number and Certification
Warning	A control level that provides warning message but allows transaction to process.
Warrant	The official State term for a vendor “check”.
WINSAGA	USDOE Electronic System for Grant and Project reporting. It is USDOE mandatory.

EXHIBIT C PILOT AGENCY INFORMATION

The following agencies have been identified as pilot agencies for the GOALS implementation.

- Department of Mental Health
- Information Technology Services
- Mississippi Arts Commission
- Mississippi Development Authority
- Mississippi Library Commission
- State Board for Community and Junior Colleges

Information about each agency is provided below.

Agency Name: Department of Mental Health

The Department of Mental Health provides a network of services to person who experience problems with mental illness, alcohol and/or drug abuse/dependencies, or who have mental retardation or development disabilities. Services are provided through an array of facilities and agencies operated certified and/or funded by the Department of Mental Health.

The Department of Mental Health received/managed approximately 30 grants in budget year 2007. Federal monies were received directly from one federal agency with additional monies granted from other state agencies. Federal funds expended in 2007 were in the amount of \$31,887,492.00.

The Department of Mental Health is provided these funds for a variety of activities:

- Substance abuse and mental health services
- Social services block grant programs
- Children's mental health initiatives
- Developmental disabilities programs
- Homeless services

The Department of Mental Health awarded approximately 500 sub-grants in budget year 2007. Funds received by the Department of Mental Health included the following sources: federal monies, state appropriations, health care trust funds, alcohol revenue and other sources. The Department of Mental Health awarded sub-grants in a variety of ways: competitive award or by default. The types of sub-grants administered by Department of Mental Health include advance, matching, block and reimbursement sub-grants.

The awards provide for a variety of activities:

- Substance abuse and mental health services
- Social services block grant programs
- Children's mental health initiatives
- Developmental disabilities programs
- Homeless services

Agency Name: Information Technology Services

The Mississippi Department of Information Technology Services (ITS) was created as the Central Data Processing Authority (CDPA) by the Mississippi Legislature in 1970 to improve long-range planning coordination and establish a central point responsible for the fiscal management of data processing functions in state agencies, institutions of higher learning, and community colleges.

The Mississippi Department of Information Technology Services received one grant in budget year 2007 from a state agency in the amount of \$17,000,000.00. The grant was used to establish a statewide interoperable communication system where all law enforcement entities can communicate during a disaster/crisis.

Agency Name: Mississippi Arts Commission

The Mississippi Arts Commission is the public agency that serves as a catalyst for private support of the arts. The role of the Commission, however, goes beyond grants making. To serve as a catalyst for arts development at the local level, the Commission must, along with its ongoing grants programs:

- Foster networks of local leaders, artists of all disciplines, arts volunteers, and patrons;
- Provide training in arts management, arts education planning, arts facilities planning, and communitywide cultural planning; and
- Promote broad-based public awareness of the importance of the arts in education and community life.

The Mississippi Arts Commission received approximately 15 grants in budget year 2007. Federal monies were received directly from two different federal agencies with additional monies granted from other state agencies and private entities. Federal funds expended in 2007 were in the amount of \$1,028,424.00.

The Mississippi Arts Commission is provided these funds for the following activities:

- To provide sub-grants to organizations through out the state
- For special projects, either federally mandated or agency driven.

The Mississippi Arts Commission awarded approximately 300 sub-grants in budget year 2007 in a variety of ways: competitive award or by default. The types of sub-grants administered by the Mississippi Arts Commission include formula, matching and reimbursement sub-grants.

The awards provide for a wide variety of activities:

- Operating support for arts organizations and arts councils
- Project support for non-profit organizations and government entities presenting the arts
- Mini-grants twice yearly to schools and other non-profit organizations presenting arts programming
- Special project co-sponsorship
- Sponsorship of educational reform through a Whole Schools Initiative in K-12 schools
- Renovation, restoration, building of arts facilities
- Fellowships to artists for recognition of their work
- Folk Arts Apprenticeships to allow young artists, craftsmen, and musicians to study with accomplished traditional folk artists
- Mini-grants to reimburse artists for expenses to promote their business or attend a training

Agency Name: Mississippi Development Authority

The Mississippi Development Authority is the State of Mississippi's lead economic and community development agency. More than 250 employees are engaged in providing services to businesses, communities and workers in the state. The agency is organized into three groups, [Economic Development](#), [Asset Development](#) and [Administration and Financial Services](#).

- The [Economic Development Group](#) focuses its efforts in traditional business recruitment and retention, community development, tourism development and export development.
- The [Asset Development Group](#) pursues innovative ways to develop unique Mississippi assets such as cultural heritage, natural resources and small town life styles.
- The [Administration and Financial Services Group](#) oversees the agency's financial and administrative responsibilities and community development grant programs.

The Mississippi Development Authority received approximately 30 grants in budget year 2007. Federal monies were received directly from six different federal agencies with additional monies granted from other state agencies. Federal funds expended in 2007 were in the amount of \$1,514,327,893.00.

The Mississippi Development Authority is provided these funds for a wide variety of activities:

- Housing
- Public Improvements
- Emergency Shelters

- Energy
- Tourism
- Economic Development
- Freight Rail
- Development Infrastructure
- Highways
- Rural Development

The Mississippi Development Authority awarded approximately 600 sub-grants in budget year 2007. The Mississippi Development Authority awarded sub-grants in a variety of ways: competitive award or by default. The types of sub-grants administered by the Mississippi Development Authority include formula, matching, block and reimbursement sub-grants.

The awards provide for a wide variety of activities:

- Affordable Housing (Rehabs & New construction)
- Homebuyer Assistance
- Housing for the Disabled
- Public Facility Improvements
- Emergency Shelters for the homeless
- Energy efficiency improvements, education, events
- Economic Development (basic community services, environment quality & economic opportunities)
- Tourism to MS and attract retirees to MS
- Highways
- Job Protection

The Mississippi Development Authority has a large variety of types of loans that they are tasked with managing, as well as a large number of the loans in each type. Examples of the loan programs and estimates of the number loans managed are as follows:

- Agribusiness, approximately 6,500 loans;
- Airport Revitalization, approximately 30 loans;
- Freight Rail, approximately 30 loans;
- Business Incubator,
- Capital Improvement, approximately 400 loans;
- Existing Industry Incubator,
- Port revitalization, approximately 30 loans;
- Development Infrastructure Program, approximately 250 loans;
- Growth and Prosperity Program, approximately 90 loans;
- Job Protection, approximately 30 loans and
- Research and Development Incubator.

Agency Name: Mississippi Library Commission

The Mississippi Library Commission is charged with giving advice, when asked, to schools and public libraries and to communities desiring to establish libraries. Further, the agency is required to obtain annual reports from all libraries in the state and to make a biennial report to the legislature of its work. The Act also authorized the Board of Commissioners to purchase and operate traveling libraries which might circulate to just about any library, organization or group including charitable and penal institutions. Today, the Mississippi Library Commission offers a wide variety of direct and indirect services to libraries, government agencies and the citizens of Mississippi.

The Mississippi Library Commission received several grants in budget year 2007. Federal monies were received directly from two different agencies with additional monies granted from private sources. Federal funds expended in 2007 were in the amount of \$1,743,223.00. The Mississippi Library Commission is provided these funds for the following activities:

- Pass-through funds to public libraries
- Internal statewide programs benefiting public libraries

The Mississippi Library Commission awarded approximately 150 sub-grants in budget year 2007 in a variety of ways: competitive award or by default. The types of sub-grants administered by the Mississippi Library Commission include formula, matching, block and reimbursement sub-grants.

The awards provide for a wide variety of activities:

- Staffing incentives to public libraries – personnel cost and reimburse health & life ins
- Implementation and support of various federal goals for library services
- Capital improvements for public libraries
- Technology for public libraries
- Other programs and needs as identified by funding entities – the agency serves as a central pass-through for various entities directing funding and resources to libraries.

Agency Name: Mississippi State Board for Community and Junior Colleges

The Mississippi State Board for Community and Junior College through Mississippi's 15 community and junior colleges provides the opportunity for an excellent education at low cost for hundreds of thousands of Mississippi's citizens. A wide spectrum of subject areas, including university-track academic classes, career and technical skills, workforce education directed toward specific jobs, as well as adult basic education and GED preparation, are part of the curriculums found.

The Mississippi State Board for Community and Junior College received approximately 6 grants in budget year 2007. Federal monies were received directly from two different federal agencies with additional monies granted from other state agencies and private entities for a total of \$63,000,000.00.

The Mississippi State Board for Community and Junior College is provided these funds for a variety of activities:

- Adult Basic Education
- Automotive Training
- Career & Technical Education
- Workforce Training

The Mississippi State Board for Community and Junior College awarded approximately 1200 sub-grants in budget year 2007 for training.

EXHIBIT D IMPLEMENTATION DELIVERABLES AND RESPONSIBILITY MATRIX

For each implementation service, Vendor should include a listing and description of deliverables for that area by Phase. Also, a responsibility matrix should be completed for Vendor, State (DFA) and Pilot Agency responsibilities by Phase. Add additional rows, or duplicate the deliverable listing and responsibility matrix for any additional services, as necessary.

Project Management

Deliverables Listing

No	Phase	Deliverable Name	Description of Deliverable
1			
2			
3			

Responsibility Matrix

No	Phase	Task	Vendor Responsibilities	State Responsibilities	Pilot Agency Responsibilities
1					
2					
3					
4					
5					

System Analysis and Design

Deliverables Listing

No	Phase	Deliverable Name	Description of Deliverable
1			
2			
3			

Responsibility Matrix

No	Phase	Task	Vendor Responsibilities	State Responsibilities	Pilot Agency Responsibilities
1					
2					
3					
4					
5					

Software Configuration and Management

Deliverables Listing

No	Phase	Deliverable Name	Description of Deliverable
1			
2			
3			

Responsibility Matrix

No	Phase	Task	Vendor Responsibilities	State Responsibilities	Pilot Agency Responsibilities
1					
2					
3					
4					
5					

Development – Enhancements/Modifications and Reports/Queries

Deliverables Listing

No	Phase	Deliverable Name	Description of Deliverable
1			
2			
3			

Responsibility Matrix

No	Phase	Task	Vendor Responsibilities	State Responsibilities	Pilot Agency Responsibilities
1					
2					
3					
4					
5					

Testing

Deliverables Listing

No	Phase	Deliverable Name	Description of Deliverable
1			
2			
3			

Responsibility Matrix

No	Phase	Task	Vendor Responsibilities	State Responsibilities	Pilot Agency Responsibilities
1					
2					
3					
4					
5					

Cultural Change Management

Deliverables Listing

No	Phase	Deliverable Name	Description of Deliverable
1			
2			
3			

Responsibility Matrix

No	Phase	Task	Vendor Responsibilities	State Responsibilities	Pilot Agency Responsibilities
1					
2					
3					
4					
5					

Training

Deliverables Listing

No	Phase	Deliverable Name	Description of Deliverable
1			
2			
3			

Responsibility Matrix

No	Phase	Task	Vendor Responsibilities	State Responsibilities	Pilot Agency Responsibilities
1					
2					
3					
4					
5					

Documentation

Deliverables Listing

No	Phase	Deliverable Name	Description of Deliverable
1			
2			
3			

Responsibility Matrix

No	Phase	Task	Vendor Responsibilities	State Responsibilities	Pilot Agency Responsibilities
1					
2					
3					
4					
5					

Implementation/Deployment Support

Deliverables Listing

No	Phase	Deliverable Name	Description of Deliverable
1			
2			
3			

Responsibility Matrix

No	Phase	Task	Vendor Responsibilities	State Responsibilities	Pilot Agency Responsibilities
1					
2					
3					
4					
5					

EXHIBIT E
INTERFACE SPECIFICATIONS
(Refer to Exhibit E.xls file)

EXHIBIT F
REQUIREMENTS MATRIX
(Refer to Exhibit F-1.pdf and Exhibit F-2.pdf files)

EXHIBIT G KEY ROLES

The Vendor must complete the information below for each person proposed for the following key roles identified in the RFP.

Project Role	Project Manager
Name	
Summary of Qualifications for the Role	
Full-time, or Part-time and %	
Committed for the entire project (Y/N)	
Start and End Dates if not committed for entire project	

Project Role	Functional Lead
Name	
Summary of Qualifications for the Role	
Full-time, or Part-time and %	
Committed for the entire project (Y/N)	
Start and End Dates if not committed for entire project	

Project Role	Technical Lead
Name	
Summary of Qualifications for the Role	
Full-time, or Part-time and %	
Committed for the entire project (Y/N)	
Start and End Dates if not committed for entire project	

Project Role	Cultural Change Management Lead
Name	
Summary of Qualifications for the Role	
Full-time, or Part-time and %	
Committed for the entire project (Y/N)	
Start and End Dates if not committed for entire project	

Project Role	Training Lead
Name	
Summary of Qualifications for the Role	
Full-time, or Part-time and %	
Committed for the entire project (Y/N)	
Start and End Dates if not committed for entire project	

EXHIBIT H
SAAS INTERFACE FILE LAYOUT
(Refer to Exhibit H.pdf file)