



RFP No: 3717

INVITATION: Proposals, subject to the attached conditions, will be received at this office until October 11, 2016 @ 3:00 p.m. Central Time for the acquisition of the products/services described below for the Mississippi Department of Child Protection Services.

This is a General RFP for the Establishment of a Qualified Vendor Pool for Agile Development Services

VENDOR WEB CONFERENCE: 10:00 a.m. Central Time Wednesday, September 7, 2016

The Vendor must submit proposals and direct inquiries to:

Donna Hamilton
Technology Consultant
Information Technology Services
3771 Eastwood Drive
Jackson, MS 39211
(601) 432-8114
Donna.Hamilton@its.ms.gov

PROPOSAL, SUBMITTED IN RESPONSE TO
RFP NO. 3717
due October 11, 2016 @ 3:00 p.m.,
ATTENTION: Donna Hamilton

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

ITS RFP Response Checklist

RFP Response Checklist: These items should be included in your response to RFP No. 3717.

- _____ 1) One copy of each of the documents below, submitted electronically, as described in Section VII: *Technical Specifications*, Item 6, "Format of Proposal". A three-ring binder is not required.
- _____ 2) *Submission Cover Sheet*, signed and dated. (Section I)
- _____ 3) *Proposal Exception Summary*, if applicable (Section V)
- _____ 4) Vendor response to *RFP Questionnaire* (Section VI)
- _____ 5) Vendor has paid the proposal submission fee per the instructions in Item 5, *Specifications* (Section VII)
- _____ 6) Vendor response to *Cost Information Submission* (Section VIII)
- _____ 7) *References* (Section IX)
- _____ 8) Vendor has paid the proposal submission fee per the instructions in Item 5, *Technical Specifications* (Section VII)
- _____ 9) Submitted Vendor Challenge

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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

A Proposal Bond is not required for this procurement.

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 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.
4. Proposals or alterations by fax or phone will not be accepted.
5. Original signatures are required on one copy of the Submission Cover Sheet and Configuration Summary, and the Vendor's original submission must be clearly identified as the original. The Vendor's original proposal must include the Proposal Bond, (if explicitly required in Section IV).
6. **ITS** reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
7. **ITS** reserves the right to waive any defect or irregularity in any proposal procedure.
8. The Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by **ITS** is the official version and will supersede any conflicting RFP language submitted by the Vendor.
9. Vendors must provide their hourly rates as instructed in Section X, *Cost Information Submission*. Costs will be solicited on a project-by-project basis during the next five years through the Letter of Configuration (LOC) process as defined in Section VIII.
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 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 using the instructions provided in Section VII, Item 3.1.2, 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: Donna Hamilton, Technology Consultant, 3771 Eastwood Drive, Jackson, MS 39211, 601-432-8114, Donna.Hamilton@its.ms.gov.
 - 13.2 Vendor may consult with State representatives as designated by the State's contact person identified in 13.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.

SECTION III VENDOR INFORMATION

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

1. **Interchangeable Designations**

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

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

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

3. **Proposal as Property of State**

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

4. **Written Amendment to RFP**

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

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

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

5. **Oral Communications Not Binding**

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

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

Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The State will not be responsible for the failure of any delivery medium for submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

7. **Evaluation Criteria**

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

8. **Multiple Awards**

ITS reserves the right to make multiple awards.

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

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

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

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

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

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

12. **Right to Request Information**

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

13. **Vendor Personnel**

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

- 13.1 A direct telephone number at which the individual may be contacted for a telephone interview. The State will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls.

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

14. **Vendor Imposed Constraints**

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

15. **Best and Final Offer**

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

conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.

16. **Restriction on Advertising**

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

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

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

18. **Additional Information to be Included**

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

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

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

SECTION IV LEGAL AND CONTRACTUAL INFORMATION

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

1. **Acknowledgment Precludes Later Exception**

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

2. **Failure to Respond as Prescribed**

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

3. **Contract Documents**

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

3.1 The Proposal Exception Summary Form as accepted by **ITS**;

3.2 Contracts which have been signed by the Vendor and **ITS**;

3.3 **ITS'** Request for Proposal, including all addenda;

3.4 Official written correspondence from **ITS** to the Vendor;

3.5 Official written correspondence from the Vendor to **ITS** when clarifying the Vendor's proposal; and

3.6 The Vendor's proposal response to the **ITS** RFP.

4. **Order of Precedence**

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

5. **Additional Contract Provisions**

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

6. **Contracting Agent by Law**

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

7. **Mandatory Legal Provisions**

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

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

8. **Approved Contract**

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

9. **Contract Validity**

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

10. **Order of Contract Execution**

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

11. **Availability of Funds**

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

12. **CP-1 Requirement**

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

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

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

13.2 For state agencies that make payments through MAGIC, the awarded Vendor is required to submit electronically all invoices for goods and services acquired under this RFP, along with appropriate supporting documentation, as directed by the State.

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

14. **Time For Negotiations**

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

14.2 Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form, as well as any new items that the State may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor's proposal shall be submitted three

(3) working days prior to scheduled negotiations, unless **ITS** consents to a different period.

15. **Prime Contractor**

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

16. **Sole Point of Contact**

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

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

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

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

17. **ITS Approval of Subcontractor Required**

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

Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor's proposal.
19. **Negotiations with Subcontractor**

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

All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors.
21. **Outstanding Vendor Obligations**
 - 21.1 Any Vendor who presently owes the State of Mississippi money pursuant to any contract for which **ITS** is the contracting agent and who has received written notification from **ITS** regarding the monies owed, must submit, with the proposal, a certified check in the amount due and owing in order for the proposal in response to this RFP to be considered. For a Vendor currently in bankruptcy as of the RFP submission date, this requirement is met, if and only if, **ITS** has an active petition before the appropriate bankruptcy court for recovery of the full dollar amount presently owed to the State of Mississippi by that Vendor. If the Vendor has emerged from bankruptcy by the RFP submission date, the Vendor must pay in full any amount due and owing to the State, as directed in the court-approved reorganization plan, prior to any proposal being considered.
 - 21.2 Any Vendor who is presently in default on existing contracts for which **ITS** is the contracting agent, or who otherwise is delinquent in the performance of any such contracted obligations, is in the sole judgment of the State required to make arrangement for fulfilling outstanding obligations to the satisfaction of the State in order for the proposal to be considered.
 - 21.3 The State, at its sole discretion, may reject the proposal of a Vendor with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of proposal submission.

22. **Equipment Condition**
For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to **ITS** specifications, unless an explicit requirement for used equipment is otherwise specified.
23. **Delivery Intervals**
The Vendor's proposal must specify, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, delivery and installation intervals after receipt of order.
24. **Pricing Guarantee**
The Vendor must explicitly state, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, how long the proposal will remain valid. Unless stated to the contrary in the *Technical Specifications*, pricing must be guaranteed for a minimum of ninety (90) days.
25. **Shipping Charges**
For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.
26. **Amortization Schedule**
For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.
27. **Americans with Disabilities Act Compliance for Web Development and Portal Related Services**
All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.
28. **Ownership**
 - 28.1 Open Source

The Vendor shall use open source technologies wherever possible. Additionally, any work produced shall be committed to the public domain as open source products. All licenses must be expressly listed in the deliverable. Regardless of license(s) used (e.g., MIT, GPL, Creative Commons 0) the license(s) shall be clearly listed in the documentation.
 - 28.2 Ownership of Developed Software
 - 28.2.1 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.

28.2.2 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.

28.3 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.

29. **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.

30. **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.

31. **Compliance with Enterprise Security Policy**

Any solution proposed in response to this RFP must be in compliance with the State of Mississippi's Enterprise Security Policy. The Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines and covers the following topics: web servers, email, virus prevention, firewalls, data encryption, remote access, passwords, servers, physical access, traffic restrictions, wireless, laptop and mobile devices, disposal of hardware/media, and application assessment/certification. Given that information security is an evolving technology practice, the State reserves the right to introduce new policy during the term of the contract resulting from this RFP and require the Vendor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi. Vendors wanting to view the Enterprise Security Policy should contact the Technology Consultant listed on the cover page of this RFP.

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

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

34. **Disclosure of Proposal Information**

Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated. All disclosures of proposal information will be made in compliance with the **ITS** Public Records Procedures established in

accordance with the Mississippi Public Records Act. The **ITS** Public Records Procedures are available in Section 019-010 of the **ITS** Procurement Handbook, on the **ITS** Internet site at:

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#page=155> or from **ITS** upon request.

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

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

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

35. **Risk Factors to be Assessed**

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

36. **Proposal Bond**

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

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

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

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

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

any State agency or institution will be asked to leave the premises and can be suspended from further work on the premises.

39. **Protests**

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

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#page=173> or from **ITS** upon request.

40. **Protest Bond**

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the **ITS** Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the **ITS** Protest Procedure and Policy. The outside of the envelope must be marked "Protest" and must specify RFP number **3717**.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the **ITS** Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or \$250,000.00, whichever is less. The total estimated project lifecycle cost will be the amount used by **ITS** in the computation of cost points, as the low cost in the denominator of the cost evaluation formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the State is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor's expense and be payable to the Mississippi Department of Information Technology Services. Prior to approval of the protest bond, **ITS** reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. The State may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of 1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the State may have at law or in equity.

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

41. **Mississippi Employment Protection Act**

Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi

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

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

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

SECTION V PROPOSAL EXCEPTIONS

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

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with "shall" or "must," as long as the following are true:
 - 1.1 The specification is not a matter of State law;
 - 1.2 The proposal still meets the intent of the RFP;
 - 1.3 A *Proposal Exception Summary Form* is included with Vendor's proposal; and
 - 1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the *Proposal Exception Summary Form*.
2. The Vendor has no liability to provide items to which an exception has been taken. **ITS** has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and **ITS** will discuss each exception and take one of the following actions:
 - 2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
 - 2.2 **ITS** will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
 - 2.3 **ITS** and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
 - 2.4 None of the above actions is possible, and **ITS** either disqualifies the Vendor's proposal or withdraws the award and proceeds to the next ranked Vendor.
3. Should **ITS** and the Vendor reach a successful agreement, **ITS** will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Vendor's exceptions. The *Proposal Exception Summary*, with those exceptions approved by **ITS**, will become a part of any contract on acquisitions made under this RFP.
4. An exception will be accepted or rejected at the sole discretion of the State.
5. The State desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the State's RFP, including the *Standard Contract* in Exhibit A, if

included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

6. For Vendors who have successfully negotiated a contract with **ITS** in the past, **ITS** requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to **ITS** or participated in contract negotiations with **ITS** on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.
7. For **ITS** General RFPs, **ITS** will not review or approve any exceptions taken at the time of the General RFP response submission. If the Vendor's response is complete, the Vendor will be approved to participate in the Letter of Configuration process under this General RFP but will be marked in the General RFP database as having contractual issues to be dealt with at the time of any future award for a specific project.
8. If and when the Vendor is awarded a project under this General RFP, **ITS** will be willing to work with the Vendor for acceptable terms and conditions or additional contractual protection as requested by **ITS**, the Vendor, or the requesting state entity, within the confines of state law. The burden will be on the Vendor to raise the issues from the Proposal Exception Summary Form at that time.
9. Please note that any such negotiations must be substantially within the terms and conditions of the General RFP. Vendors whose proposals reflect a significant number of material exceptions to the General RFP and/or to project-specific requirements for subsequent Letters of Configuration may place themselves at a comparative disadvantage in the evaluation process.

PROPOSAL EXCEPTION SUMMARY FORM

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

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

SECTION VI RFP QUESTIONNAIRE

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

1. **Mississippi's Accountability System for Government Information and Collaboration (MAGIC) Information for State of Mississippi Vendor File**

- 1.1 **MAGIC Vendor Code:** Any Vendor who has not previously done business with the State and has not been assigned a MAGIC Vendor code should visit the following link to register:

https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100

Vendors who have previously done business with the State may obtain their MAGIC Vendor code and all Vendors may access additional Vendor information at the link below.

<http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/supplier-self-service/>

All Vendors must furnish **ITS** with their MAGIC Vendor code.

MAGIC Vendor Code: _____

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

http://www.mississippi.org/assets/docs/minority/minority_vendor_selfcertform.pdf

Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at minority@mississippi.org.

If Vendor is claiming status as a Minority Business Enterprise or Woman Business Enterprise, the Vendor must include a copy of their Minority Vendor Self-Certification Form with their RFP response.

2. **Certification of Authority to Sell**

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

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

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

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

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

4. **Pending Legal Actions**

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

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

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

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

6. **Order and Remit Address**

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

Order Address:

Remit Address (if different):

7. **Web Amendments**

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

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

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

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.)

8. **Certification of Liability Insurance**

Vendor must provide a copy of their Certificate of Liability Insurance with their RFP response.

9. **E-Verify Registration Documentation**

Vendor must ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008). Vendor must provide documentation of their E-Verify compliance with their RFP response. See Section IV, Item 41 for additional information.

10. **System for Award Management (SAM) Registration Documentation**

Vendor must include a copy of their registration with the Federal Government's System for Award Management (SAM) with their RFP response.

11. **Vendor Registration Number**

Refer to Item 5, Section VII: *Specifications* for the directions to register for the General RFPs. Your response will not be validated without the registration number(s).

Registration Number for General RFP 3717: _____

12. **Time in Business**

Provide the date the Vendor's company was established.

**SECTION VII
 TECHNICAL SPECIFICATIONS**

1. What is a General RFP?

The General RFP is the first part of the bidding process. The Agile General RFP No. 3717 seeks to create a pool of qualified Vendors experienced in Agile delivery services to assist the Mississippi Department of Child Protection Services (CPS) in developing a replacement for the Mississippi Automated Child Welfare Information System (MACWIS). **ITS** and CPS will develop specifications for projects and issue a Letter of Configuration (LOC) to those Vendors in the pool meeting specific criteria. The LOC is the second part of the process. At this time the cost, product information, references, etc. would be collected. The LOC responses would be evaluated and an award would be made. The LOC process is explained further in Section VIII: *Letters of Configuration*.

2. Procurement Project Schedule

Task	Date
First Advertisement Date for RFP	08/30/16
Second Advertisement Date for RFP	09/06/16
Vendor Web Conference	10:00 a.m. Central Time on 09/07/16
Case Worker Web Conference	10:00 a.m. Central Time on 09/09/16
Deadline for Vendor's Written Questions	3:00 p.m. Central Time on 09/14/16
Deadline for Questions Answered and Posted to ITS Web Site	09/30/16
Open Proposals	3:00 p.m. Central Time on 10/11/16
Evaluation of Proposals	Begins 10/11/16
Approved Proposals Added to Agile Development Vendor Pool	10/26/16

3. Statement of Understanding

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

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

3.1.2 Vendor must submit questions requesting additional information or clarifications to this RFP to [RFP 3717 Vendor Questions](#) by 3:00 p.m. Central Time on Wednesday, September 14, 2016. **ITS WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF QUESTION DOCUMENTS.** It is solely the responsibility of the vendor that the clarification document reaches **ITS** on time.

Vendors may contact Donna Hamilton to verify the receipt of their document. Documents received after the deadline will be rejected.

- 3.2 All questions will be compiled and answered, and a written document containing all questions submitted and corresponding answers will be posted on the ITS web site by close of business on Friday, September 30, 2016.
- 3.3 To access the Vendor Web Conference on Wednesday, September 7, 2016, Vendor must register for the call at [RSVP for Vendor Web Conference](#) no later than 5:00 p.m. Central Time, Tuesday, September 6, 2016. Instructions will be emailed out to all registered Vendors.
- 3.4 To access the Case Worker Web Conference on Friday, September 9, 2016, Vendors must register for the call at [Case Worker RSVP](#) no later than 3:00 p.m. Central Time, Thursday, September 8, 2016. Instructions will be emailed out to all registered Vendors.

4. **General RFP Submission Requirements**

- 4.1 Since this General RFP uses the LOC process, requirements or responses to this RFP document will also be construed to apply to any responses to an LOC. Basic terms and conditions are set out in this General RFP. Additional terms and conditions may be included in the LOC document as required.
- 4.2 Responses to **ITS** General RFPs will be used to satisfy recurring routine requests for acquisitions in the shortest time and at the best possible prices.
- 4.3 There will be no sole winning Vendor in response to a General RFP. Vendors that submit the required paperwork and are found to be technically acceptable will be considered for inclusion in the Agile General RFP and will be eligible to participate in the LOC process on a project-by-project basis. Awards may be made to approved Vendors multiple times using these procedures.
- 4.4 When a need arises during the cycle for product/services of the category herein requested, the **ITS** staff will contact approved Vendors to obtain the best system configuration and current pricing information available.
- 4.5 Proposals received in response to General RFP No. 3717 will be used for 5 years, and may be extended at the State's option for an additional period or periods if the Vendor is willing to do so.
 - 4.5.1 Vendors may propose an escalation rate to be applied to each Labor Category listed in Section VII, Item 8.2. If the Vendor does not provide an escalation rate then the initial rates will be used for the term of the Agile General RFP.
 - 4.5.2 The Vendor must provide the escalation rate along with the information requested in Section X, Cost Information Submission.

- 4.6 The State reserves the right at a later date to issue another RFP seeking additional Vendors for the Agile General RFP.

5. General RFP Vendor Registration

- 5.1 **ITS** is charging a fee for Vendors to participate in the General RFP process. This fee will cover the cost of validating and processing the Vendor's RFP response. **ITS** has partnered with Mississippi Interactive (MSI) to develop and maintain a registration application.

- 5.2 The Vendor will pay a proposal processing fee of \$150.00 plus associated eGovernment fees for each General RFP response. The Vendor will have two payment options. Associated total charges are outlined below.

5.2.1 \$155.34 for each credit card transaction (VISA, MasterCard, American Express, or Discover)

5.2.2 \$151.25 for each ACH/eCheck transaction

- 5.3 Provided below is an outline of the steps for the registration process.

- 5.3.1 Go to the General RFP Vendor Registration application located at the following address.

https://www.ms.gov/its/vendor_registration/

- 5.3.2 The Vendor will be prompted to provide contact and ordering information.

- 5.3.3 The Vendor will be directed to a "disclaimer" page, once all contact and ordering information has been successfully provided. The following message will be displayed.

"In order to make payment and complete your registration, you will be redirected to the Mississippi Enterprise Payment System. You will be guided through the payment process and then be returned here to receive your payment confirmation and any additional requirements that may apply. By using this payment system, you attest that you are the account holder or have the written authority to use said account for the purpose of completing the financial obligations and that sufficient funds are available."

- 5.3.4 Next, the Vendor will be sent to MSI's common checkout page (CCP). A "Transaction Summary" will be displayed and the Vendor will be prompted to select their method of payment (credit card/ACH) then complete the payment process.

- 5.3.5 After the payment has been successfully transmitted, the Vendor will be generated a receipt confirmation for their records. This

receipt will also be e-mailed to them at the e-mail address provided in the CCP.

- 5.3.6 The Vendor's registration number will be listed on the "receipt" page. It will be in the following format: "3717-###". **This is the number to be provided in Item 7, Section VI: RFP Questionnaire.**
- 5.4 The Vendor's proposal will not be processed until the Vendor has completed the registration process.
- 5.5 It is the Vendor's responsibility to check if their company has already registered. **ITS** is not responsible for duplicate payments.
- 5.6 The registration fee is non-refundable. No refunds will be issued if a Vendor registers but does not submit their response(s).

6. Format of Proposal

- 6.1 Vendor's submission will consist of two parts:
 - 6.1.1 RFP No. 3717 Proposal Documents as detailed in Item 6.2 below
 - 6.1.2 Working prototype submitted according to the directions in Section VII, Item 9, Vendor Challenge
- 6.2 Vendors must read the instructions for each document below and email an electronic copy to Donna Hamilton at Donna.Hamilton@its.ms.gov responding as instructed below
 - 6.2.1 Section I: *Submission Cover Sheet*. Fill in form completely. Do not retype this form. The form does not need to be on your letterhead. Vendors must sign and date the form using blue ink and scan the form in color.
 - 6.2.2 Section V: *Proposal Exception Summary* (optional). Complete if you are taking exceptions. You may send this as a Word document or PDF. If you are not taking exceptions, you may include this form and type or handwrite "No Exceptions". If your submission does not contain this form/file, it will be assumed that you are taking no exceptions.
 - 6.2.3 Section VI: *RFP Questionnaire*. Answer all questions and include any requested documents. You may send this as a Word document or PDF.
 - 6.2.4 Section X: *Cost Information Submission*. Vendor must provide the hourly rate for each Labor Category listed.

6.2.5 Section XI: *References*. Vendor must provide 3 references as described in Section XI.

6.3 Vendors must submit the Vendor Challenge (Item 9) as a Git Bundle to [Vendor Challenge Submission](#).

6.3.1 Section VII, Item 9: Vendor Challenge. Vendor must submit their working prototype according to the instructions in Section VII, Item 9, Vendor Challenge.

7. Proposal Validation, Use, and Update

7.1 **ITS** will validate the information in all Vendors' proposals submitted in response to this RFP. Each response will be reviewed to assure that all requested information has been supplied and that the Vendor has accepted the required contractual terms and conditions. If information is missing or **ITS** needs clarifications, the Vendor will be contacted in writing.

7.2 The Vendor's prototype will be evaluated according to the requirements of Section VII, Item 9, *Vendor Challenge*.

7.3 The Vendor's contact data will be added to the Agile Development Services General RFP database.

7.4 After the response has been validated and the information appended to the database, **ITS** will send the Vendor an approval memo.

7.5 Any changes that need to be made to the Vendor's contact information should be e-mailed to the EPL Team at EPLTeam@its.ms.gov.

7.6 At times to be set at the discretion of **ITS**, an update may be requested from all participating Vendors.

7.6.1 CPS reserves the right to require Vendors to resubmit a working prototype as a periodic evaluation of Agile development skills in order to remain in the RFP 3717 Agile Development Services General RFP Pool.

7.7 Off-ramping

7.7.1 CPS reserves the unilateral right to off-ramp Vendors on any contract award pool if it is determined to be in the State's best interests.

7.7.2 Examples of why the State may elect to off-ramp a Vendor from the RFP 3717 Agile pool include but are not limited to the following:

- Debarment, Suspension, or Ineligibility for Cause.

- Vendors who fail to consistently provide a response to LOC requests.
- Vendors who fail to complete LOC objectives.

8. Scope of General RFP No. 3717 – Agile Development Services

- 8.1 The fundamental scope of this Agile Vendor Pool is to provide a streamlined process to support Child Protection Services' (CPS) need for Agile delivery services, including user-centered design, Agile architecture, Agile software development, and DevOps.
- 8.2 The labor categories that are within scope of this Vendor pool to allow for full stack development are provided below. See Attachment A for a complete description of each category.
- Category 1 - Agile Coach
 - Category 2 - Product Manager
 - Category 3 - Delivery Manager
 - Category 4 - Business Analyst
 - Category 5 - Technical Architect
 - Category 6 - Security Engineer
 - Category 7 - DevOps Engineer
 - Category 8 - Digital Performance Analyst
 - Category 9 - Backend Web Developer
 - Category 10 - Frontend Web Developer
 - Category 11 - Visual Designer
 - Category 12 - Interaction Designer / User Researcher / Usability Tester
 - Category 13 - Writer / Content Designer / Content Strategist
- 8.3 Vendor must have the ability to provide personnel for each position listed in Item 8.2. If the Vendor uses a different title for one of the Labor Categories listed above, Vendor must reference his title with the Labor Categories listed.
- 8.4 Vendor must provide hourly rates for all labor categories listed above in Section X, *Cost Information Submission*. Vendors must provide both base rates for off-site work as well as fully-loaded rates for onsite work for each category.

- 8.5 It is the Vendor's responsibility to make sure Vendor is capable of supplying the services as detailed in the LOC. Since the notification will be sent to all approved Vendors, it is even more critical for the Vendor to pay attention to the requirements of the LOC rather than just forwarding a resume as their response. Vendor's LOC response should be treated like a response to a regular RFP. **ITS** should be able to see that the Vendor has put in the time and effort to completely understand the project and what is required.

9. Vendor Challenge

- 9.1 To enable CPS to evaluate a potential Vendor's technical aptitude for addition to the RFP 3717 Agile Vendor Pool, the Vendor must create a prototype demonstrating their abilities. Vendors must use the instructions provided in the Vendor Challenge Overview for developing a working prototype which can be found at [Vendor Challenge](#).
- 9.2 Potential Vendors are required to submit a working prototype which consists of both design and development, using the Child Care Provider dataset and dataset definition provided at the site listed in Item 9.1.

10. Vendor Qualifications

- 10.1 Vendor must provide 3 reference projects, as outlined in Section XI of this RFP. Please include the name, title, telephone number and e-mail of a contact person in the state or province named.

11. Data Rights and Ownership of Deliverables

- 11.1 The specific terms and conditions governing data rights and ownership of deliverables shall be specified in each respective LOC issued to the RFP No. 3717 Agile Vendor Pool.
- 11.2 It is CPS's intent that any data or deliverable created as a result of an LOC based on General RFP No. 3717 Agile Vendor Pool be committed to the public domain.
- 11.3 Vendors must designate the following items as property of CPS with the intention of committing the items to the public domain: all data, documents, graphics and code created under these contract awards including but not limited to, plans, reports, schedules, schemas, metadata, architecture designs, and the like; new open source software created by the Vendor and forks or branches of current open source software where the Vendor has made a modification; new tooling, scripting configuration management, infrastructure as code, or any other final changes or edits to successfully deploy or operate the software.
- 11.4 If commercial software is required as part of the Vendor's delivery of professional services in response to an LOC, then the Vendor must include a list of all 3rd party software in the Cost Information Submission. The State

reserves the right to determine the method of purchase that is most advantageous to the State.

- 11.5 The Vendor shall use open source technologies wherever possible. Additionally, any work produced shall be committed to the public domain as open source products. All licenses must be expressly listed in the deliverable. Regardless of license(s) used (e.g., MIT, GPL, Creative Commons 0) the license(s) shall be clearly listed in the documentation.
- 11.6 If the Vendor needs to use work that does not have an open source license, the Vendor is required to request permission from CPS, in writing, before utilizing that work in any way in connection with the LOC. If approved, all licenses shall be clearly set forth in a conspicuous place when work is delivered to CPS.
- 11.7 If an open source license provides implementation guidance, the Vendor shall ensure compliance with that guidance. If implementation guidance is not available, the Vendor shall attach or include the license within the work itself. Examples of this include code comments at the beginning of a file or contained in a license file within a software repository.
- 11.8 Contracting Officers may consider requiring the Vendor to place a copyright waiver on materials, documents, deliverables, etc., developed during the performance of an LOC.

12. **Right to Use LOC Response in Future Projects**

In Section III, Item 10, the State reserves the right to use proposals in future projects. For General RFPs, this item should be construed to reserve **ITS'** right to use any Vendor's LOC response in the same way and under the same terms and conditions.

13. **Additional Considerations**

- 13.1 Multiple evaluations and awards occur throughout the lifecycle of the General RFP using the LOC process. Contracts, if required, are negotiated at the time an award is made from proposals received in response to an LOC.
- 13.2 It is possible that your company will not be awarded a contract based on the submission of a General RFP response.

14. **Posting of Approved Vendors on ITS Website**

- 14.1 ITS will publish an Approved Agile Vendor List that will contain the approved Vendors for General RFP No. 3717. The report will be posted on the RFP download page on the ITS Website.

<http://www.its.ms.gov/Procurement/Pages/3717.aspx>

The report will consist of the Vendor company name with their contacts that receive LOC notifications and their corresponding telephone numbers and e-

mail addresses. Publishing this report will allow our customers and other Vendors to see who is currently included in the Approved Agile Vendor List and the contacts for each Vendor. It will also allow Approved Agile Vendors to see who in their organization is receiving the LOC notifications. Vendor's submission of a response to this RFP will constitute acceptance of this provision.

Notices regarding project LOCs will only be sent to the persons designated to receive LOCs. This information was collected on the LOC Information screen of the General RFPs Registration application. If during the term of this RFP your company undergoes personnel changes, let ITS know the new LOC contacts. Changes should be emailed to EPLTeam@its.ms.gov. You may check who is listed to receive LOCs by reviewing the Approved Agile Vendors listed on the RFP download page.

15. Scoring Methodology

15.1 An Evaluation Team composed of CPS, **ITS**, and other government staff will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to the evaluation team, will be used to evaluate the proposals.

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

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

15.1.3 Value-Add is defined as product(s) or service(s), exclusive of the stated functional and technical requirements and provided to the State at no additional charge, which, in the sole judgment of the State, provide both benefit and value to the State significant enough to distinguish the proposal and merit the award of additional points. A Value-Add rating between 0 and 5 may be assigned based on the assessment of the evaluation team. These points will be added to the total score.

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

Category	Possible Points
Non-Cost Categories:	
Vendor Challenge	90
References	10
Total Non-Cost Points	100
Value Add	5
Maximum Possible Points	105

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

15.2.1 Stage 1 – Selection of Responsive/Valid Proposals – Each proposal will be reviewed to determine if it is sufficiently responsive to the RFP requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this RFP with regard to content, organization/format, Vendor experience, and timely delivery. No evaluation points will be awarded in this stage. Failure to submit a complete proposal may result in rejection of the proposal.

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

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

Non-Cost Categories	Possible Points
Vendor Challenge	
• Documentation	10
• Team Structure	15
• Research & Discovery	15
• Design	20
• Prototype (Technical Test)	30
References	10
Maximum Possible Points	100

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

15.2.2.3 Proposals will be scored according to the grid below. Vendors receiving a marginal or unacceptable rating in any category may be eliminated.

100% - Excellent	Proposal strong likelihood of meeting and exceeding all of the requirements in the RFP. Exceptionally comprehensive, demonstrates numerous strengths, and complete in all details. Risk of unsuccessful contractor performance is low.
90% - Good	Proposal demonstrates likelihood of meeting all of the requirements in the RFP, and may exceed some of the requirements. Risk of unsuccessful contractor performance is low.

<p>50% - Marginal</p>	<p>Proposal demonstrates meeting most, but not all of the requirements in the RFP. Noted weakness(es) may have potential for risk to increased cost, extended schedule, or performance areas. Risk of unsuccessful contractor performance is moderate.</p>
<p>0% - Unacceptable</p>	<p>Proposal fails to meet the requirements in the RFP. Does not demonstrate a satisfactory understanding of the requirements. The number and impact of noted weaknesses are significant. Risk of unsuccessful contractor performance is high.</p>

15.2.2.4 ITS scores the non-cost categories on a 10-point scale, with 9 points for meeting the requirement. The 'Meets Specs' score for each category is 90% of the total points allocated for that category. For example, the 'Design' category was allocated 20 points; a proposal that fully met all requirements in that section would have scored 18 points. The additional 10% is used for a proposal that exceeds the requirement for an item in a way that provides additional benefits to the state.

15.3 Stage 3 – Selection of the successful Vendor

15.3.1 On-site Demonstrations and Interviews

15.3.1.1 At the discretion of the State, evaluators may request interviews, on-site presentations, demonstrations or discussions with any and all Vendors for the purpose of system overview and/or clarification or amplification of information presented in any part of the proposal.

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

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

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

15.3.2 Site Visits

15.3.2.1 At the State's option, Vendors that remain within a competitive range must be prepared to provide a reference site within seven calendar days of notification. If possible, the reference site should be in the Southeastern region of the United States. Vendor must list potential reference sites in the proposal.

15.4 Final Quantitative Evaluation - Following any requested presentations, demonstrations, and/or site visits, the Evaluation Team will re-evaluate any technical/functional scores as necessary.

SECTION VIII LETTERS OF CONFIGURATION

1. Introduction

- 1.1 Do not respond to this section in your RFP response. This section is included for information on how this RFP will be used during the cycle and how Vendors are expected to respond.
- 1.2 The Letters of Configuration (LOC) process will be used during the RFPs life to solicit product and pricing information at any time on a project-by-project basis. LOCs in memo format detail the specific project needs and request Vendor proposals or quotes for the required products and/or services.
- 1.3 The LOC process is used for all General RFPs as well as certain EPLs or Special RFPs when those RFPs are used in the same capacity as a General RFP.
- 1.4 Vendor responses to LOCs must include all of the required information for determination of lowest and best Vendor for the project. Vendors must use the format detailed in the LOC to prepare their responses.

2. Use of Letters of Configuration

- 2.1 **ITS** will issue LOCs to valid General RFP Vendors to fulfill the detailed needs of a customer.
 - 2.1.1 **ITS** will send an e-mail notification of the LOC to all members of the Agile Development Vendor Pool. **ITS** cannot guarantee receipt of these e-mails. **ITS** will not attempt to follow up on e-mails generating delivery errors (“bouncebacks”). It is the responsibility of the Vendor to ensure contact information is current and correct.
 - 2.1.2 **ITS** will post all LOCs for this RFP on the **ITS** website. Instructions on how to access these posted LOCs will be included in the approval memo sent to each member of the Agile Development Vendor Pool. All Vendors that are members of the Agile Development Vendor Pool will be able to respond to any LOC posted for this RFP if they can provide the requested items and/or services. It is the Vendor’s responsibility to check the LOC postings frequently to ensure they have the timely information to respond to an LOC.

Vendors are reminded that e-mails occasionally have delivery failure problems even when the address information is correct. Therefore, it is very important to check the LOC postings instead of relying only on the e-mail notifications sent by **ITS** technology consultants.

- 2.2 The LOC will outline the requirements, specifications, and time frame of that project.
- 2.3 Vendors will be expected to respond to any LOC by the time specified with fully detailed information covering all the costs of that project within the scope of their General RFP response. However, Vendors are not required to respond to all or any LOCs.
- 2.4 The detailed response must follow the format specified in the LOC. It has always been the Vendor's responsibility to make sure they are capable of supplying the products and services as detailed in the LOC. The Vendor's response should be treated like a response to an advertised RFP. **ITS** should be able to see that you have put in the time and effort to completely understand the project and what is required of you.
- 2.5 **ITS** reserves the right to reject the Vendor's response to the LOC based on poor material quality.
- 2.6 A Vendor will be selected based on lowest and best evaluation.

3. **Additional Requirements**

- 3.1 In addition to the product/cost information, some LOCs may require installation, warranty, maintenance, and training information that should be included after the product/cost matrix as directed in the LOC.
- 3.2 The LOC may also require information on quantity discounts, demonstration units, and other acquisition plans such as rentals, leases, or time-purchases.
- 3.3 If requested in the LOC, the Vendor must supply all cabling, connectors, and start-up supplies bundled and included with the base configuration to ensure the hardware works directly "out of the box" without need of further cabling or interaction.
- 3.4 LOCs for projects including consulting services may require Vendor submission of resumes of the individuals being proposed.
- 3.5 If Vendor travel is necessary to meet the requirements of the LOC, the Vendor should propose fully loaded costs including travel within his service rates.
- 3.6 **ITS** may require mandatory Vendor conferences at the time of the LOC as needed on a project-by-project basis.

4. **Communication with Staff**

From the issue date of an LOC until a Vendor is selected and the selection is announced, responding Vendors may not communicate, either orally or in writing regarding the LOC with any staff except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding the LOC must be submitted in accordance with the instructions in the LOC. All such questions will be answered officially by **ITS** in writing. All

such questions and answers will become addenda to the LOC. Vendors failing to comply with this requirement will be subject to disqualification.

4.1 The Vendor may consult with State representatives during any scheduled oral presentations, demonstrations, or site visits.

4.2 The Vendor may consult with State representatives as designated by the **ITS** contact person identified in the LOC in response to **ITS**-initiated inquiries.

5. **Vendor Response to LOC**

It is the responsibility of the Vendor to identify clearly all costs associated with any item or series of items in the LOC. The Vendor must include and complete all parts of the cost response in a clear and accurate manner. Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost response may be grounds for rejection of the Vendor's response. Costs that are not clearly identified will be borne by the Vendor. The Vendor should supply supporting details as described in the LOC. The Vendor is reminded that as stated in Section IV: "All products must be delivered FOB destination...with all transportation charges prepaid and included in the ...LOC quotation."

6. **Subcontractors**

ITS reserves the right to require the Vendor in the LOC to identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work the subcontractor will perform, number of certified employees to perform said work, and references for whom the subcontractor has performed work that **ITS** may contact. Forms for providing subcontractor information and references will be included with the LOC if required.

7. **Posting of LOC Awards on ITS Website**

Any Vendor may view the award of an LOC. The following link takes you to the "**ITS** Procurement Status, Award, and Approval Information" page on the **ITS** website.

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

From this page, select the link "Letter of Configuration (LOC) Information following Opening Proposals." This link accesses the LOC postings in a "Received and Awarded" only view for awarded projects. Vendors who are not Valid General Vendors will not have access to the "Pending" LOCs.

8. **Additional Projects**

Vendors should also check the **ITS** website for RFPs issued for additional projects beyond the scope of this General RFP. First, access the **ITS** website.

<http://www.its.ms.gov>

Then choose "RFPs and Sole Sources Advertised"

**SECTION X
 COST INFORMATION SUBMISSION**

Vendor must provide a fixed hourly rate for each of the labor categories listed. Vendor must propose rates for all categories.

Category	On-site Fixed Hourly Rate	Off-site Fixed Hourly Rate
- Agile Coach		
- Product Manager		
- Delivery Manager		
- Business Analyst		
- Technical Architect		
- Security Engineer		
- DevOps Engineer		
- Digital Performance Analyst		
- Backend Web Developer		
- Frontend Web Developer		
- Visual Designer		
- Interaction Designer / User Researcher / Usability Tester		
- Writer / Content Designer / Content Strategist		

Escalation Rate – Vendor must provide the escalation rate and an explanation in the space below describing when an escalation rate would be applied to the Labor Categories provided above. In addition, the Vendor must explain if the same rate would be applied to all categories or if the rate varies by category then Vendor must list the rate for each.

SECTION XI REFERENCES

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

1. References

- 1.1 The Vendor must provide at least 3 references consisting of Vendor accounts that the State may contact. Required information includes customer contact name, address, telephone number, email address, and engagement starting and ending dates. Forms for providing reference information are included later in this RFP section. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession.
- 1.2 Any of the following may subject the Vendor's proposal to being rated unfavorably relative to these criteria or removed from further consideration, at the State's sole discretion:
 - 1.2.1 Failure to provide reference information in the manner described;
 - 1.2.2 Inability of the State to substantiate minimum experience or other requirements from the references provided;
 - 1.2.3 Non-responsiveness of references to the State's attempts to contact them; or
 - 1.2.4 Unfavorable references that raise serious concerns about material risks to the State in contracting with the Vendor for the proposed products or services.
- 1.3 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
 - 1.3.1 The reference installation must be for an Agile project similar in scope, size, and complexity to the project for which this RFP is issued;
 - 1.3.2 The Vendor must provide a thorough description of the project including:
 - Relevance to this project
 - Dollar value of project and any deviation in the original budget
 - Schedule of project and any deviation in the original schedule

- Current status, e.g., completed and/or if in progress, start and estimated completion date
- 1.3.3 The reference installation must have been operational for at least one year.
- 1.3.4 Additional consideration may be given for Vendor experience related to providing Agile services for a public entity providing services for children.
- 1.4 The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, including the procuring agency and/or other agencies or institutions of the State, even if that customer is not included in the Vendor's list of references, and to utilize such information in the evaluation of the Vendor's proposal.
- 1.5 Unless otherwise indicated in the Scoring Methodology in Section VII, reference information available to the State will be used as follows:
- 1.5.1 As documentation supporting mandatory experience requirements for companies, products, and/or individuals, as required in this RFP;
- 1.5.2 To confirm the capabilities and quality of a Vendor, product, or individual for the proposal deemed lowest and best, prior to finalizing the award.
- 1.6 The State reserves the right to forego reference checking when, at the State's sole discretion, the evaluation team determines that the capabilities of the recommended Vendor are known to the State.

2. **Subcontractors**

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

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

REFERENCE FORM

Complete 3 Reference Forms.

Contact Name:

Company Name:

Address:

Phone #:

E-Mail:

Project Start Date:

Project End Date:

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

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SUBCONTRACTOR REFERENCE FORM

Complete a separate form for each subcontractor proposed.

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

Scope of services/products to be provided by subcontractor:

Complete three (3) Reference Forms for each Subcontractor.

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

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

**EXHIBIT A
STANDARD CONTRACT**

A properly executed contract is not a requirement of this RFP. A standard contract will be provided as part of the LOC on a project-by-project basis for the Vendor's review.

ATTACHMENT A AGILE LABOR CATEGORY DESCRIPTIONS

Category 1 - Agile Coach

Experience transforming initiatives to deliver lasting change within agencies that focus on delivering value for citizens. Coaches may be required to work either:

- at the team level, working with teams to ensure that delivery teams within agencies are adopting agile and performing effectively
- at the portfolio or program level, to help agencies to establish the right processes for managing a portfolio of work in an agile way
- at the organization level, to drive strategic change across the organization and ensure that adoption of agile techniques is embedded from the most senior levels of the organization
- or across all levels to ensure that organizations adopt a pragmatic approach to the way in which they govern delivery and continuous improvement of digital services

Primarily responsible for:

- Embed an agile culture using techniques from a wide range of agile and lean methodologies and frameworks, but be methodology agnostic
- Help to create an open and trust-based environment, which enables a focus on delivery and facilitates continuous improvement
- Assess the culture of a team or organization and delivery processes in place to identify improvements and facilitate these improvements with the right type of support
- Showcase relevant tools and techniques such as coaching, advising, workshops, and mentoring
- Engage with stakeholders at all levels of the organization
- Develop clear lines of escalation, in agreement with senior managers
- Ensure any stakeholder can easily find out an accurate and current project or program status, without disruption to delivery

- Work effectively with other suppliers and agencies
- Apply best tools and techniques to: team roles, behaviors, structure and culture, agile ceremonies and practices, knowledge transfer and sharing, program management, cross-team coordination, and overall governance of digital service delivery
- Ensure key metrics and requirements that support the team and delivery are well defined and maintained
- Equip staff with the ability to coach others
- If organization level, executive coaching on the fundamental considerations of digital service delivery design

Category 2 - Product Manager

Experience managing the delivery, ongoing success, and continuous improvement of one or more digital products and/or platforms.

Primarily responsible for:

- Lead one or more multi-disciplinary agile delivery teams to deliver excellent new products and/or iterations to existing products to meet user needs
- Gather user requirements based on a communicable understanding of diverse audience groups
- Define and get stakeholder buy-in for product definition and delivery approach
- Create effective, prioritized product descriptions, and delivery plans to meet user needs in a cost-effective way
- Interpret user research in order to make the correct product decisions, noting that users do not always know what they want
- Continually keep abreast of changes to user habits, preferences, and behaviors across various digital platforms and their implications for successful delivery of government digital services
- Underpin the delivery and iteration of digital services through effective analysis of qualitative and quantitative user data

- Communicate credibly with a wide range of digital delivery disciplines and talent

Category 3 - Delivery Manager

Experience setting up teams for successful delivery by removing obstacles (or blockers to progress), constantly helping the team to become more self-organizing, and enabling the work the team does rather than impose how it's done.

Manages one or more agile projects, typically to deliver a specific product or transformation via a multi-disciplinary, high-skilled digital team. Adept at delivering complex digital projects, breaking down barriers to the team, and both planning at a higher level and getting into the detail to make things happen when needed.

Defines project needs and feeds these into the portfolio/program process to enable resources to be appropriately allocated.

Primarily responsible for:

- Delivering projects and products using the appropriate agile project management methodology, learning & iterating frequently
- Working with the Product Manager to define the roadmap for any given product and translating this into user stories
- Leading the collaborative, dynamic planning process – prioritizing the work that needs to be done against the capacity and capability of the team
- Matrix-managing a multi-disciplinary team
- Ensuring all products are built to an appropriate level of quality for the stage (alpha/beta/production)
- Actively and openly sharing knowledge of best practices

Category 4 - Business Analyst

Familiar with a range of digital/web services and solutions, ideally where open source and cloud technologies and agile development methodologies have been applied. An eye for detail, excellent communication skills, ability to rationalize complex information to make it understandable for others to work, and ability to interrogate reported information and challenge sources where inconsistencies are found.

Primarily responsible for:

- Support agencies by analyzing propositions and assessing decision-making factors such as strategic alignment, cost/benefit, and risk
- Work closely with the Product Manager to define a product approach to meet the specified user need
- Define skill requirements and map internal, agency, and external (partners/specialist contractors) resources
- Work with the owning agency to ensure they have the budget to cover the proposed approach and resource requirements during delivery and analyze what provision they have for on going running costs
- Analyze and map the risks of this product approach and propose mitigation solutions
- Define how the predicted user and financial benefit can be realized, and how channel shift will be measured
- Make a recommendation for action against the analysis done

Category 5 - Technical Architect

Experience serving as the manager of complex technology implementations, with an eye toward constant reengineering and refactoring to ensure the simplest and most elegant system possible to accomplish the desired need.

Understands how to maximally leverage the open source community to deploy systems on infrastructure as a service providers. Comfortable with liberally sharing knowledge across a

multi-disciplinary team and working within agile methodologies. A full partner in the determination of vision, objectives, and success criteria.

Primarily responsible for:

- Architecting the overall system, by using prototyping and proof of concepts, which may include:
 - modern programming languages (e.g., Ruby, Python, Node.js) and web frameworks (e.g., Django, Rails)
 - modern front-end web programming techniques (e.g., HTML5, CSS3, RESTful APIs) and frameworks (e.g., Twitter Bootstrap, jQuery)
 - relational databases (e.g., PostgreSQL), and “NoSQL” databases (e.g., Cassandra, MongoDB)
 - automated configuration management (e.g., Chef, Puppet, Ansible, Salt), continuous integration/deployment, and continuous monitoring solutions
- Use of version control systems, specifically Git and GitHub
- Ensuring strategic alignment of technical design and architecture to meet business growth and direction, and stay on top of emerging technologies
- Decomposing business and system architecture to support clean-interface multi-team development
- Developing product roadmaps, backlogs, and measurable success criteria, and writing user stories (i.e., can establish a path to delivery for breaking down stories)
- Clearly communicates and works with stakeholders at every level

Category 6 - Security Engineer

Experience serving as the security engineer of complex technology implementations in a product-centric environment. Comfortable with bridging the gap between legacy development or operations teams and working toward a shared culture and vision. Works tirelessly to ensure help developers create the most secure systems in the world while enhancing the privacy of all

system users. Experience with white-hat hacking and fundamental computer science concepts strongly desired.

Primarily responsible for:

- Performing security audits, risk analysis, application-level vulnerability testing, and security code reviews
- Develop and implement technical solutions to help mitigate security vulnerabilities
- Conduct research to identify new attack vectors

Category 7 - DevOps Engineer

Experience serving as the engineer of complex technology implementations in a product-centric environment. Comfortable with bridging the gap between legacy development or operations teams and working toward a shared culture and vision. Works tirelessly to arm developers with the best tools and ensuring system uptime and performance.

Primarily responsible for:

- Deploying and configuring services using infrastructure as a service providers (e.g., Amazon Web Services, Microsoft Azure, Google Compute Engine, RackSpace/OpenStack)
- Configuring and managing Linux-based servers to serve a dynamic website
- Debugging cluster-based computing architectures
- Using scripting or basic programming skills to solve problems
- Installation and management of open source monitoring tools
- Configuration management tools (e.g., Puppet, Chef, Ansible, Salt)
- Architecture for continuous integration and deployment, and continuous monitoring
- Containerization technologies (e.g., LXC, Docker, Rocket)

Category 8 - Digital Performance Analyst

Experience specifying, collecting, and presenting key performance data and analysis for a given digital service. Supports Product Managers by generating new and useful information and translating it into actions that will allow them to iteratively improve their service for users.

Possesses analytical and problem-solving skills necessary for quickly developing recommendations based on the quantitative and qualitative evidence gathered via web analytics, financial data, and user feedback. Confident in explaining technical concepts to senior officials with limited technological background. And comfortable working with data, from gathering and analysis through to design and presentation.

Primarily responsible for:

- Support the Product Manager to make sure their service meets performance requirements
- Communicate service performance against key indicators to internal and external stakeholders
- Ensure high-quality analysis of agency transaction data
- Support the procurement of the necessary digital platforms to support automated and real-time collection and presentation of data
- Share examples of best practice in digital performance management across government
- Identify delivery obstacles to improving transactional performance in agencies and working with teams to overcome those obstacles

Category 9 - Backend Web Developer

Experience using modern, open source software to prototype and deploy backend web applications, including all aspects of server-side processing, data storage, and integration with frontend development.

Primarily responsible for:

- Web development using open-source web programming languages (e.g., Ruby, Python) and frameworks (e.g., Django, Rails)
- Developing and consuming web-based, RESTful APIs
- Using and working in team environments that use agile methodologies (e.g., Scrum, Lean)
- Authoring developer-friendly documentation (e.g., API documentation, deployment operations)
- Test-driven development
- Use of version control systems, specifically Git and GitHub
- Quickly researching and learning new programming tools and techniques
- Relational and non-relational database systems
- Scalable search technology (e.g. Elasticsearch, Solr)
- Handling large data sets and scaling their handling and storage
- Using and working with open source solutions and community
- Communicating technical concepts to a non-technical audience

Category 10 - Frontend Web Developer

Experience using modern, frontend web development tools, techniques, and methods for the creation and deployment of user-facing interfaces. Is comfortable working in an agile and lean environment to routinely deploy changes.

Primarily responsible for:

- Frontend web development using modern techniques and frameworks (e.g., HTML5, CSS3, CSS frameworks like LESS and SASS, Responsive Design, Bourbon, Twitter Bootstrap)

- JavaScript development using modern standards, including strict mode compliance, modularization techniques and tools, and frameworks and libraries (e.g., jQuery, MV* frameworks such as Backbone.js and Ember.js, D3)
- Consuming RESTful APIs
- Using and working in team environments that use agile methodologies (e.g., Scrum, Lean)
- Use of version control systems, specifically Git and GitHub
- Ensuring Section 508 Compliance
- Quickly researching and learning new programming tools and techniques
- Using and working with open source solutions and community
- Creating web layouts from static images
- Creating views and templates in full-stack frameworks like Rails, Express, or Django

Category 11 - Visual Designer

The Visual Designer starts with a deep understanding of the goals of customers and the business so that they can create experiences that delight. Visual Designers will be well-versed in all aspects of current visual design standards and trends and will be responsible for managing project design reviews, resource planning, and execution for all project work related to visual design.

Primarily responsible for:

- Oversees all visual design efforts
- Guides, mentors, and coaches team members while leading projects to successful completion
- Develops and maintains relationships with key peers in Marketing, Branding, UX leaders, IT leaders, and others to identify and plan creative solutions
- Manages external service resources and budgets for visual design

- Ensures successful completion of all work executed by the team (on time, on budget, and ensuring quality)
- Ensures compliance with the project management methodologies and the Project Management Office processes and standards
- Develops, maintains, and ensures compliance of application release management, outage management and change control processes and standards
- Defines, creates, communicates, and manages resource plans and other required project documentation such as style guides and provides updates as necessary

Category 12 - Interaction Designer / User Researcher / Usability Tester

The Interaction Designer / User Researcher / Usability Tester is part of a highly collaborative, multi-disciplinary team focused on improving usability, user experience, and driving user adoption and engagement. They are responsible for conducting user research, analysis & synthesis, persona development, interaction design, and usability testing to create products that delight our customers.

Primarily responsible for:

- Conduct stakeholder interviews, user requirements analysis, task analysis, conceptual modeling, information architecture, interaction design, and usability testing
- Design and specify user interfaces and information architecture
- Lead participatory and iterative design activities, including observational studies, customer interviews, usability testing, and other forms of requirements discovery
- Produce user requirements specifications & experience goals, personas, storyboards, scenarios, flowcharts, design prototypes, and design specifications
- Effectively communicate research findings, conceptual ideas, detailed design, and design rationale and goals both verbally and visually
- Plan and facilitate collaborative critiques and analysis & synthesis working sessions

- Work closely with visual designers and development teams to ensure that customer goals are met and design specifications are delivered upon
- Designs and develops primarily internet/web pages and applications
- Develops proof-of-concepts and prototypes of easy-to-navigate user interfaces (UIs) that consists of web pages with graphics, icons, and color schemes that are visually appealing
- Researches user needs as well as potential system enhancements
- Has familiarity to, or may actually: code, test, debug documents, and implement web applications using a variety of platforms
- Planning, recruiting, and facilitating the usability testing of a system
- Analyzing and synthesizing the results of usability testing in order to provide recommendations for change to a system
- May create such artifacts as Usability Testing Plan, Testing Scripts, and Usability Testing Report

Category 13 - Writer / Content Designer / Content Strategist

Experience developing the strategy and execution of content across digital channels.

Primarily responsible for:

- Improves content creation efforts by helping to lead the research & development of interactive and experiential storytelling for projects
- Advise how to improve the ongoing iteration of content models
- Collaborate with designers and other content strategists to improve how the effectiveness of digital, print, and other content is measured
- Develop and maintain appropriate voice for produced content
- Advise how to streamline content production and management solutions and processes, based on user research
- Assign, edit, and produce content for products, services, and various projects

- Plan and facilitate content strategy workshops and brainstorming sessions on developing content and content services (including API development)
- Collaborate closely with developers and designers to create, test, and deploy effective content marketing experiences using the Agile method of software development
- Offer educated recommendations on how to deliver a consistent, sustainable and standards-driven execution of content strategy across products, services, and projects
- Collaborate with content managers, writers, information architects, interaction designers, developers, and content creators of all types
- Participate, as needed, on an Agile software development scrum teams

Many of these labor category descriptions have been adapted from the UK's Government Service Design Manual, in accordance with its Open Government License v2.0.