Memorandum for General RFP Configuration

To: Vendor with current valid proposal for General RFP #36163616 for Computer Hardware and Software

From: David L. Litchliter

 Date: November 22, 2010

Subject: Letter of Configuration (LOC) Number 3891039023 for the procurement of VMWare Nehalem Serversthe procurement of a document imaging and scanning software solution for the Mississippi Department of Transportation (MDOT).

Contact Name: Paula ConnBo Dickerson

Contact Phone Number: 601-359-44112665

Contact E-mail Address: Paula.ConnBo.Dickerson@its.ms.gov

The Mississippi Department of Information Technology Services (ITS) is seeking the software and services described below. Our records indicate that your company currently has a valid proposal on file at ITS in response to General RFP # for Computer Hardware and Software. Our preliminary review of this proposal indicates that your company offers products, software, and/or services that may meet the requirements of this project; therefore, we are requesting your configuration assistance for the components described below.

GENERAL LOC INSTRUCTIONS

* 1. Beginning with Item 2, label and respond to each outline point as it is labeled in the LOC.
	2. The Vendor must respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED” to each point in the LOC as follows:
		1. “ACKNOWLEDGED” should be used when a Vendor response or Vendor compliance is not required. “ACKNOWLEDGED” simply means the Vendor is confirming to the State that he read the statement. This is commonly used in sections where the agency’s current operating environment is described or where general information is being given about the project.
		2. “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the Vendor will adhere to the requirement. These terms are used to respond to statements that specify that a Vendor or Vendor’s proposed solution must comply with a specific item or must perform a certain task.
	3. If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED,” then the Vendor must respond with “EXCEPTION.” (See instructions in Item 12 regarding Vendor exceptions.)
	4. Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested in addition to “WILL COMPLY” or “AGREED”.
	5. In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

GENERAL OVERVIEW AND BACKGROUND

MDOT is seeking a commercial-off-the-shelf (COTS) scanning and imaging software solution for document capture, indexing, viewing, and document search that fully integrates with Microsoft SharePoint 2010. MDOT utilizes Microsoft SharePoint 2010 as their Enterprise Content Management system which utilizes FAST Search technology for content search capabilities.

PROCUREMENT PROJECT SCHEDULE

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| --- | --- |
| **Task** | **Date** |
| Release of LOC | Monday, November 22, 2010 |
| Deadline for Vendors’ Written Questions | Wednesday, December 01, 2010, 3:00 p.m. (Central Time)Thursday, August 12, 2010 |
| Addendum with Vendors’ Questions and Answers | Friday, December 10, 2010, 3:00 p.m. (Central Time) |
| Proposals Due | Monday, August 23, 2010Monday, December 20, 2010, 3:00 P.M. (Central Time) |
| Proposal Evaluation | December 21 – January 18, 2011 |
| Notification of Award  | Tuesday, January 18, 2011 |
| Contract Negotiations | January 18 – January 31, 2011 |

STATEMENTS OF UNDERSTANDING

* 1. The Vendor must provide pricing for all software, maintenance, and/or support for the proposed solution.
	2. Vendor must be aware that the specifications detailed below are minimum requirements. Should Vendor choose to exceed the requirements, Vendor must indicate in what manner the requirements are exceeded.
	3. The Vendor must provide the pricing and number of licenses and services sufficient to satisfy the requirements on Attachment A, Product List and Cost Proposal.
	4. It is the State’s intention that the software be ship to and installed at MDOT located at 401 North West Street, Jackson, MS 39201 on or before March 31, 2011.
	5. 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.

* 1. From the issue date of this LOC 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 LOC 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 LOC must be submitted in writing to the State’s Contact Person for the selection process, no later than the last date for accepting responding Vendor questions provided in this LOC. All such questions will be answered officially by the State in writing. All such questions and answers will become addenda to this LOC. **Vendors failing to comply with this requirement will be subject to disqualification.**
		1. The State contact person for the selection process is: Bo Dickerson, Technology Consultant, 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201, 601-359-2665, Bo.Dickerson@its.ms.gov.
		2. Vendor may consult with State representatives as designated by the State contact person identified in 4.6.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.
	2. Subject to acceptance by ITS, the Vendor acknowledges that by submitting a proposal, the Vendor is contractually obligated to comply with all items in this LOC. 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.

FUNCTIONAL/TECHNICAL SPECIFICATIONS

* 1. Vendor must respond and describe in detail how the proposed software solution meets or exceeds each of the below specifications. Vague or inconclusive responses will be judged as non-responses within the context of this evaluation.
	2. The proposed solution must include the following document imaging functionality that is fully integrated with SharePoint 2010:
		1. Paper document capture and indexing;
		2. Electronic document capture and indexing;
		3. Metadata driven search part;
		4. Search results web part;
		5. Fully integrated document viewer;
		6. A content migration utility to migrate content from EMC’s ApplicationXtender to SharePoint 2010;
		7. Computer Output to Laser Disk (COLD)/Report Capture utility; and
		8. An Application Program Interface (API) for server and client document imaging software.
	3. General Technical/Functional Requirements
		1. The proposed software must use SharePoint 2010 as the sole repository for all content.
		2. The proposed software must leverage SharePoint 2010 security and not require additional or proprietary security layers.
		3. All document scanning and electronic file load “applications” must be built and maintained exclusively through the standard user interface (UI) of SharePoint 2010 including but not limited to the definition of site and library/list columns, content types, lookup values, data validation, and/or default values.
		4. Imaging system components must be managed and administered through SharePoint 2010 Central Administration.
		5. The proposed solutions imaging software must run as a SharePoint 2010 service application associated with one or more SharePoint web applications in a load balanced configuration.
		6. In order to install, the system installer must register the imaging software as a SharePoint 2010 Solution Package(s) Windows Solution Package (WSP) in Central Administration.
		7. The proposed solutions system’s service application must be activated from the standard SharePoint 2010 Manage Farm Features in Central Administration.
		8. The proposed software must provide a Microsoft Silverlight application administered in SharePoint 2010 Central Administration that provides an easy method for administrators to view the Unified Logging Service (ULS), SharePoint log files, and the proposed system log files.
		9. The proposed software must provide an API for server and client software components.
		10. The proposed software must be compatible with and fully supported in MDOT’s established server and workstation environments as described below:
			1. The proposed software will be installed on existing MDOT Servers as listed below.
				1. Servers: Hewlett Packard (HP) DL360 G5, 2-Dual Core Xeon at 3 GHz, 8 G-Byte memory, Microsoft Windows Server 2008 R2 (64 bit).
			2. The proposed software must be compatible with MDOT’s current Software Environment as follows:
				1. Microsoft SharePoint Server 2010;
				2. Active Directory;
				3. FAST Search Server 2010 for SharePoint;
				4. Microsoft Windows Server 2008 R2 Enterprise;
				5. Microsoft SQL Server 2008 R2; and
				6. Microsoft Exchange 2007.
			3. Any proposed software required that will be loaded onto a PC must be fully compatible with Intel or AMD based desktops and/or laptops running Microsoft Windows 7 Professional (64 bit) and Microsoft Windows XP SP3.
	4. The proposed software solution must provide the following scanning and indexing functionality.
		1. Must scan documents using ISIS, Twain, and WIA compatible devices.
		2. Must scan/read single page or multi-page documents and images.
		3. Must import industry standard images (BMP, TIF, JPG, PDF, PDF/A).
		4. Must read barcodes and separator pages for document separation and metadata capture.
		5. Must scan/read and create documents based on page count.
		6. Must utilize an intelligent, automated foldering method that allows SharePoint 2010 libraries to be scaled beyond standard Microsoft folder thresholds.
		7. Must provide scanning/reading new documents to existing batch.
		8. Must provide scanning directly into a SharePoint 2010 Document Library and Folder.
		9. All setup in regards to document storage and structure must be done in SharePoint 2010. Proposed software application information must change automatically when metadata information changes in SharePoint 2010.
		10. Must utilize SharePoint 2010 taxonomy document type for content items without configuration on client application.
		11. Must be able to shrink SharePoint 2010 taxonomy to a single term as opposed to simply displaying site and library structure.
		12. Must leverage the SharePoint 2010 security structure.
		13. Must display content types only available to that user and/or group.
		14. Must expose the SharePoint 2010 Term Store for ease and reuse of metadata tags.
		15. Must expose the SharePoint Keyword “Folksonomy” for users to create tags for documents to ease indexing of common terms.
		16. Must use existing organizational data (database look-up) to auto-index required metadata fields for SharePoint 2010 content types.
		17. Must have a method to auto-index fields using Zonal Optical Character Recognition (OCR) templates.
		18. Must automatically recognize and use SharePoint 2010 content types, site columns, Business Data Catalog (BDC) connections, and managed metadata term store.
		19. Must provide functionality to insert page(s) into a previously scanned document.
		20. Must provide method to scan once, and index multiple times with different values for each different set of indexes, potentially consisting of manually entered columns, database lookup fields, or other column types.
	5. The proposed software solution must provide the following electronic content capture and index functionality.
		1. Must provide the capability to drag and drop content and documents to SharePoint 2010 Document Libraries, its folders, or SharePoint 2010 Document Sets.
		2. Must be able to integrate into user’s desktop (Right-click on various types of content) so that users can send content directly to SharePoint 2010 without having to navigate the SharePoint 2010 taxonomy.
		3. User experience and taxonomy must be consistent across the desktop, Microsoft Office products, and other applications when driving content to SharePoint 2010.
		4. Must maintain same user experience across the Enterprise while indexing electronic content or scanned content.
		5. Must centrally store and manage configuration for all users leveraging the SharePoint 2010 administrative user interface (UI).
		6. Must be able to create and release to SharePoint 2010, and leverage its routing rules engine. (e.g., Drop-off Library and Content Organizer).
		7. The solution must leverage SharePoint’s content type configurations consisting of the following:
			1. Information Management Policies;
			2. Columns; and
			3. Workflow.
		8. Must provide an option to automatically index e-mails with To, From, and Subject as indexed values when driving content to SharePoint 2010.
		9. Must support driving e-mail, attachments or both, emails and attachments, to SharePoint 2010 as an .msg file type.
		10. Must allow saving documents to SharePoint 2010 with index values from any Windows based program’s user interface (UI) with a “Save As” option.
		11. Must provide options for locking fields to automate indexing across documents.
		12. Must provide the functionality for users to leverage Windows Graphical Icon to drag and drop documents on the desktop as an option for uploading content to SharePoint 2010.
		13. Must leverage the security settings, configured in SharePoint 2010, exposing various types (documents, scanned paper, email) of content.
		14. Must provide the functionality to browse to SharePoint 2010 Sites, Documents Sets, and Document Libraries.
		15. Must locate a folder within a SharePoint 2010 Document Library.
		16. Must view folders within a SharePoint 2010 Document Library.
			1. Must create new folders within a SharePoint Document Library.
			2. Must provide options for importing, indexing and loading content (documents or images) from the local desktop or network folders.
			3. Must perform upload task utilizing the Microsoft Outlook ribbon bar.
			4. Must allow for upload of email in various methods including, but not limited to the following:
				1. Upload and index email only, even if there is an attachment;
				2. Upload email with attachment separately;
				3. Upload attachment only; and
				4. Upload email and attachments together.
		17. Must provide the ability to create SharePoint 2010 Document Sets as a standard menu option from the user interface (UI) integrated with the desktop.
	6. The proposed software solution must provide the following software viewer functionality.
		1. Must have an integrated viewing tool based on Microsoft Silverlight technology.
		2. Must use the Microsoft ribbon bar technology similar to Office 2010 and SharePoint 2010.
		3. The viewer must be able to open various file types (BMP, DOC/DOCX, GIF, JPG, MSG, PDF, PNG, PPT/PPTX, TIF/TIFF, XLS/XLSX, XPS) without leveraging the file type’s native applications.
		4. Must allow for document annotations for adding to documents an document mark-up on viewable documents that includes, but not limited to the following:
			1. Text;
			2. Sticky Note;
			3. Highlight;
			4. Stamp;
			5. Filled Rectangle;
			6. Hollow Rectangle;
			7. Freehand; and
			8. Line.
		5. Must have ability to encrypt and decrypt any size portion of the document with password protection. Passwords for encryptions must be kept in a database so they can be easily changed for security reasons.
		6. Encryptions must function to the paper level. For example, if a document is printed with encryptions the proposed system must allow for the document to be rescanned in and have ability to decrypt the encrypted portion.
		7. Must have the ability to view documents in a Document Set.
		8. Must utilize SharePoint 2010 Records Center as the records management repository. The system must allow “in place” declaration of a record to SharePoint 2010 Records Center from within the viewer.
		9. Must be able to start a workflow from inside the viewing tool.
		10. Must be able to view tasks/workflows already associated with that viewed document.
		11. Must have ability to send an email link to a document in SharePoint 2010 from the viewer.
		12. Must be able to attach a scanned document to an email from the viewer.
		13. Must be able to send a bookmark link of a document in SharePoint 2010 that opens the document in the viewer on a specific page to reduce moving large documents through email.
		14. Must be able to view properties of a scanned document in SharePoint 2010.
		15. Must be able to edit metadata of scanned documents and electronic documents using the same user interface for both.
		16. Must provide the functionality to view documents side-by-side in the browser user interface.
		17. Must provide a method to insert new page(s) into a previously scanned document.
	7. The proposed software solution must provide the following document search and retrieval functionality.
		1. Must have customizable and separate SharePoint 2010 Web parts for search and retrieval that can be place on any SharePoint 2010 site or page.
		2. Must be able to limit the scope of a search.
		3. Must provide the capability to make an external call using Vendor’s API/Software Development Kit (SDK) from a link on FAST search results page and open the corresponding document in the viewer, and when finished viewing the document return back to FAST search results.
		4. Must provide for the execution of queries from inside a custom search interface using an available Microsoft FAST server.
			1. Must be able to perform search from that interface before using as a web part.
		5. Must be able to limit the scope of a search, and have security permission on who can use or modify the search criteria.
		6. Must be able to open and turn on and off certain search tabs to help in complex search construction criteria.
		7. Must have logic operands such as like, Contains, =, >, <, <>.
		8. Must be able to search not only on metadata fields but also on searchable PDF’s and Office documents content simultaneously.
		9. Must be a configurable retrieval web part that allows column headings to match columns from SharePoint 2010.
		10. Must display a thumbnail image describing content file type.
		11. Retrieval web part must allow the reorder of column headings.
		12. Retrieved documents must be sortable based on clicking the column heading.
		13. Must be able to apply addition filters to sort criteria from the resulting search column header. For example, select a TOTAL column and be able to use logical criteria to find all values greater than $5,000.
		14. Must be able to drag and drop column heading in search results to quickly be able to sort through large amounts of search returned documents.
		15. Must be able to build a hierarchy of column headers to narrow search results documents.
		16. Must be able to open a thumbnail view of a retrieved document along with viewing all associated metadata.
		17. Must provide that metadata is not only viewable, but can be edited from the same interface while using SharePoint 2010 security.
	8. The proposed software solution must provide the following remote capture and processing functionality:
		1. Must provide functionality for paper and electronic document capture and indexing at a remote site.
		2. Must provide the functionality to accept batches of content (documents and scanned paper) for release to SharePoint 2010.
		3. Must provide caching functionality to maximize all scanner speeds in the remote offices.
		4. Must provide the functionality to auto index comma delimited files.
		5. Must be able to monitor network locations and provide the ability to save scanned image files to a shared network location.
		6. Must provide scheduling for release of content (documents and scanned images) to SharePoint 2010.
		7. Must provide the ability to define bandwidth allocation and manage remote office and scheduled release to SharePoint 2010.
		8. Must provide auditing for content (documents and paper scanned in the remote offices) that have been delivered to SharePoint 2010.
		9. Must provide a graphical and zero footprint user interface to monitor all activities.
		10. Must provide the ability to schedule release of content (documents and scanned paper) for off-peak hours determined by MDOT.
		11. Must provide an HTTP connection without the requirements for any database calls.
		12. Must provide binary protocol transfer of content (document and scanned paper) to the central SharePoint 2010 repository.
	9. The proposed software solution must provide the following advanced capture and processing functionality.
		1. Must accept released batches of content (documents and scanned paper) from various desktop applications.
		2. Must provide flexible configuration of various advanced, lights-out processing, and automated processing models associated with various types of documents without the need for an operator/administer.
		3. Must provide the functionality to associate and manage processes associated with various content types.
		4. Must have the ability to automate events or actions based on formulated rules.
		5. Must provide the capability to create image only and full-text searchable PDF documents at any in the document imaging process.
		6. Must provide the capability to convert Microsoft Office documents to multi-page TIFF files.
		7. Must provide the capability to convert PDF files to TIFF files.
		8. Must provide the capability to convert single page images into multi-page TIFF images.
		9. Must provide the capability to convert multipage TIFF images to multiple single page TIIF images.
		10. Must provide the capability to convert documents to XPS file format.
		11. Must provide the capability to configure and manage classification schema for auto indexing and validation.
		12. Must provide the capability to configure and manage barcode recognition, image cleanup, document separation and the application of metadata.
		13. Must provide the capability to split batches of individual documents into separate processes.
		14. Must provide the capability to direct documents to a QA, for manual verification and indexing of content (scanned paper and electronic documents).
		15. Must provide the capability to route content to a backend rules engine system in SharePoint 2010 for advance processing.
		16. Must support releasing documents, from a backend component, to SharePoint 2010 Document Library and Folder.
		17. Must provide the capability to detect barcode and patch code rules for document processing.
		18. Must provide auto-image cleanup, such-as, but not limited to, de-skew, border removal, blank page removal, auto-page orientation correction and de-speckle.
		19. Must provide the capability to scan and index from remote locations using desktop tools and browser based user interface.
		20. Must provide the administrator with the ability to review and monitor batch activities, error messages, re-submit or delete batches and configure backend components using a browser user interface.
		21. Must provide the administrators an audit log detailing activities and batches processed by the backend component.
		22. Must allow users to view batches, using the browser user interface, to ensure quality.
		23. Must allow users to apply metadata to batches awaiting review using the browser user interface.
		24. Must provide the capability to auto-index fields using SharePoint 2010 content types.
		25. Must provide the capability to auto-index SharePoint 2010 columns using Reversed Words.
		26. Must provide the capability to view documents in single page, multiple documents, and multiple page displays.
		27. Must provide the capability to rearrange pages within a document.
	10. The proposed software solution must provide the following browser based capture and indexing functionality.
		1. Must provide access to scanned new pages using TWAIN drivers and browser user interface.
		2. Must provide access to scanned new pages to existing documents using the browser user interface.
		3. Must provide the capability to scan batches of documents into backend advanced processes using the browser user interface.
		4. Must provide the capability to leverage SharePoint 2010 content type configurations using the browser user interface.
		5. Must provide the capability to auto-index fields using SharePoint 2010 established content types.
		6. Must provide access to magnification tools to magnify parts of a document using available tools that include at a minimum:
			1. A zoom slider to zoom in/out of a page;
			2. A best fit button to zoom adjust the page magnification level to fit the entire page within viewing window;
			3. Zoom in and out buttons for incremental page magnification; and
			4. A zoom height button to fit an entire page within the viewing window according to its height.
		7. Must provide the functionality to use the keyboard buttons and the mouse wheel to scroll up/down a page.
		8. Must provide the functionality to view documents in a single page display.
		9. Must provide the functionality to rearrange pages within a document.
		10. Must provide the functionality to delete a document or a page within a batch.
		11. Must provide the functionality common annotation Tools for TIFF and PDF files with option to Show/Hide annotations.
		12. Must provide at a minimum the following tools:
			1. Text tool to add text to a document;
			2. Highlighter tool to highlight portions of a document;
			3. Freehand drawing tools to draw objects on a document; and
			4. Image/dynamic and static stamp tools with varied color options and brush sizes.
		13. Must provide the capability to Auto-index fields using Barcode Rules.
		14. Must provide a consistent user interface (UI), with all configurations done using the SharePoint 2010 administration user interface (UI), utilizing the browser user interface, Microsoft Office user interface, and desktop user interface.
	11. COLD/Report Capture and Indexing Requirements
		1. The proposed software must be able to manage ASCII computer report output by electronically storing and organizing reports within a SharePoint 2010 library.
			1. Once stored, the software must allow for easy search and view of reports from SharePoint 2010 utilizing Microsoft Silverlight based viewer.
			2. Software must provide a utility to define the report output and then extract and assign index values based on the report definition.
			3. Software must also allow reports to be converted to searchable PDFs to allow for full text searching.
			4. Software must allow overlays to be created for reports.
	12. MDOT requires that the selected Vendor provide training to MDOT staff to migrate content/documents from MDOT’s existing EMC ApplicationXtender (AX) product to SharePoint 2010.
		1. At a minimum, the Vendor’s proposed migration utility must possess the following characteristics:
			1. Proven source extraction tool for EMC’s Application Extender (AX) product;
			2. Flexible migration options based on user defined criteria (e.g., full migration, subset, by document type);
			3. Multi-threaded export and import utility;
			4. Support for common document types, annotations and COLD documents;
			5. Web-based progress report interface;
			6. Migration progress monitor interface;
			7. Built-in auditing, tracking, and validation at the document level;
			8. Mapping of legacy AX data to the SharePoint 2010 taxonomy;
			9. Data scrubbing and transformation;
			10. Exception handling process; and
			11. Convert single image document with multiple index associations.
	13. Vendor’s proposed software solution is required to handle a maximum content volume of the following:
		1. 10,000 pages scanned per day;
		2. 10,000 OCR pages per day (searchable PDF documents);
		3. 4,000 electronic documents captured per day; and
		4. 30,000 queries per day.
1. **WARRANTY/POST-WARRANTY MAINTENANCE**
	1. Vendors must state the warranty period the software proposed, during which time maintenance need not be paid.
	2. Vendors must detail what is included in the standard warranty for the software proposed.
	3. The warranty period must include the necessary Vendor support to correct any system deficiencies found and to provide any other system consultation as needed.
	4. Vendor must detail what is included in basic maintenance for the software proposed
	5. The software maintenance will begin after the initial warranty period and continue annually for a period of three (3) years thereafter.
	6. Vendor must specify the annual support increase ceiling to which the Vendor is willing to agree. Price escalations, if any, for annual support coverage will be permitted, but shall not exceed the lesser of a 5% increase or an increase consistent with the percent increase in the consumer price index, all Urban Consumer US City Average (C.P.I –u) for the preceding year.
	7. Vendor must provide at minimum software maintenance and support for a period of three years and response times for maintenance, Monday through Friday, 8:00 a.m. to 5:00 p.m. (Central Time), and one hour telephone response time.
	8. The Vendor must provide a toll free number for technical support/help desk during normal operating hours from 8:00 a.m. to 5:00 p.m. (Central Time) Monday through Friday.
	9. The State expects this maintenance and support services to include all application software upgrades and patches. The Vendor must specify how upgrades and patches are obtained and the State will receive notification of upgrades.
	10. Vendor must provide support necessary to assist MDOT with installation of any enhancements, fixes, and upgrades.
	11. Vendor must provide support necessary to assist MDOT with recovering from a crash or down time situation.
	12. The State prefers that the Vendor also provide on-line web support.
	13. At the request of the State, the Vendor should provide on-site support as needed. The Vendor shall be responsive and timely to maintenance/technical support calls/inquiries made by MDOT.
2. **INSTALLATION**
	1. The Awarded Vendor will be responsible for all software installation, implementation, and setup.
	2. Vendor must provide not-to-exceed cost for installation. Installation will include: software setup and configuration, and meeting with MDOT to verify installation requirements.
	3. Vendor must indicate if Vendor personnel or manufacturer personnel will provide the installation. If Vendor personnel, Vendor must provide documentation substantiating authorization to provide installation.
	4. Vendor must detail the installation approach and plan.
3. **TRAINING**
	1. Vendor must propose training on the proposed software’s functionality in order for local administrators to utilize the proposed system. A detailed description of the training including course/class content, duration, number of staff/size of class, and location of the training must be included with Vendor’s response. Costs associated with training must be included in Attachment A, *Cost Information Form*, as a separate line item.
	2. Vendor must indicate if Vendor personnel or 3rd party personnel will provide the training. If 3rd party personnel will provide the training, Vendor must submit documentation substantiating authorization of the 3rd party to provide the training. If Vendor personnel will provide the training, Vendor must submit documentation substantiating authorization to provide training if the Vendor is not the manufacturer/developer of the proposed software.
	3. Training must include training of MDOT staff on the proposed migration utility in order for MDOT to migrate documents and content from their AX system into SharePoint 2010.

MANUFACTURER DIRECT MAINTENANCE

* 1. ITS understands that the maintenance requested in this LOC may be provided directly by the manufacturer. If Vendor is the named manufacturer and will be supplying the maintenance services directly, Items 9.1.4 through 9.1.13 do not have to be completed.
		1. Responding Vendor must clarify whether he is the named manufacturer and will be supplying the maintenance services directly or whether he is a third party reseller selling the maintenance services on behalf of the manufacturer.
		2. Responding Vendor must explain his understanding of when or whether the manufacturer will ever sell the maintenance services directly and, if so, under what circumstances.
			1. If the responding Vendor to this LOC will only be reselling manufacturer’s maintenance services, it is ITS’ understanding that this is basically a “pass through” process.
			2. Please provide a detailed explanation of the relationship of who will be providing the requested maintenance, to whom the purchase order is made, and to whom the remittance will be made. If there is a difference in the year one maintenance purchase versus subsequent years of maintenance, the responding Vendor must clarify and explain.
		3. Manufacturer Direct Maintenance when sold directly through the manufacturer: Fixed Cost
			1. If responding Vendor is the direct manufacturer, he must propose annual fixed pricing for three years of the requested maintenance. Vendor must provide all details of the maintenance/support and all associated costs.
			2. It is ITS’ preference that the Manufacturer’s proposal is a not-to-exceed firm commitment. In the event that the manufacturer cannot commit to a fixed cost for the subsequent years of maintenance after year one, Manufacturer must specify the annual maintenance increase ceiling offered by his company on the proposed products. Vendor must state his policy regarding increasing maintenance charges. Price escalations for Maintenance shall not exceed 5% increase per year.
		4. Manufacturer Direct Maintenance when sold through 3rd Party: Fixed Cost-Plus Percentages
			1. In the case of a third-party “pass-through” ITS realizes that the responding reseller may not be able to guarantee a fixed price for maintenance after year one since his proposal is dependent on the manufacturer’s pricing or possibly on a distributor’s pricing.
			2. It is ITS’ preference that the responding reseller work with the manufacturer to obtain a commitment for a firm fixed price over the requested maintenance period.
		5. In the event that the responding reseller cannot make a firm fixed maintenance proposal for all the years requested, the responding reseller is required to provide a fixed percentage for his mark-up on the manufacturer direct maintenance that he is selling as a third party reseller in lieu of a price ceiling based on a percentage yearly increase.
			1. In this scenario, Resellers must include in the Pricing Spreadsheets the price the Vendor pays for the maintenance and the percentage by which the final price to the State of Mississippi exceeds the Vendor’s cost for the maintenance (i.e. cost-plus percentage).
			2. Alternatively, Resellers may propose a fixed percentage for their mark down on the manufacturer’s direct maintenance based on a national benchmark from the manufacturer, such as GSA, Suggested Retail Price (SRP) or the manufacturer’s web pricing. This national benchmark pricing must be verifiable by ITS during the maintenance contract.
		6. The cost-plus/minus percentage will be fixed for the term specified in the LOC. To clarify, the State’s cost for the products will change over the life of the award if the price the Vendor must pay for a given product increases or decreases. However, the percentage over Vendor cost which determines the State’s final price WILL NOT change over the life of the award.
		7. ITS will use this percentage in evaluating cost for scoring purposes.
		8. The cost-plus/minus percentage applies to new products added in the categories covered by the Cost Matrix as well as the products that are listed.
		9. Periodic Cost-Plus Verification - At any time during the term of this contract, the State reserves the right to request from the awarded Vendor, access to and/or a copy of the Manufacturer’s Base Pricing Structure for pricing verification. This pricing shall be submitted within seven (7) business days after the State’s request. Failure to submit this pricing will be cause for Contract Default.
			1. Vendor Cost is defined as the Vendor’s invoice cost from the distributor or manufacturer.
			2. The Vendor’s Proposed State Price is defined as the Vendor Cost plus the proposed percentage mark-up.
		10. Vendor must also indicate how future pricing information will be provided to the State during the term of the contract.
		11. Vendor must indicate from whom he buys the maintenance: directly from the manufacturer or from what distributor.
		12. Vendor must be aware that only price increases resulting from an increase in price by the manufacturer or distributor will be accepted. The Vendor’s proposed percentage markup or markdown for these items, as well as the Vendor’s percentage markup or markdown for any new items, MUST stay the same as what was originally proposed. Vendor must provide ITS with the suggested retail price.
		13. Pricing proposed for the State MUST equal the Vendor’s invoice cost from the distributor or manufacturer plus the maximum percentage markup that the reseller will add OR the manufacturer’s national benchmark minus the cost percentage proposed.

REFERENCES

* 1. Vendor must provide at least threethree references. A form for providing reference information is attached as Attachment B. ITS requires that references be from completed and/or substantially completed jobs that closely match this request. Reference information must include, at a minimum,
		1. Entity
		2. Supervisor’s name
		3. Supervisor’s telephone number
		4. Supervisor’s e-mail address
		5. Length of Project
		6. Brief Description of Project to include Vendor’s specific role in the project
	2. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession. Failure to provide this information in the manner described may subject the Vendor’s proposal to being rated unfavorably relative to these criteria or disqualified altogether at the State’s sole discretion.
	3. References that are no longer in business cannot be used. Inability to reach the reference will result in that reference deemed non-responsive.
	4. Vendors receiving negative references may be eliminated from further consideration.
	5. ITS reserves the right to request information about the Vendor from any previous customer of the Vendor of whom ITS or MDOT is aware, even if that customer is not included in the Vendor’s list of references.
1. **ADDITIONAL REQUIREMENTS**
	1. ITS acknowledges that the specifications within this LOC are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed system. Vendors must specify, here, what additional components may be needed and are proposed in order to complete each configuration.
	2. When completing Attachment A, *Product List and Cost Proposal Form*, Vendor must provide a cost for each item, even if the cost is $0.00 or not applicable. Do not leave any cost fields blank and do not use a dash.
	3. Vendor must provide all technical specifications and manuals (documentation) at the point of sale.
	4. If Vendor proposes more than one alternative (no more than two), Vendor is responsible for identifying the alternative believed to be the best fit to meet the specified requirements.
	5. Vendor must state qualifications to include organization of the company, number of years in business, number of years products/services of similar scope/size to this project have been sold, partnerships, etc.
	6. A properly executed contract is a requirement of this LOC. After an award has been made, it will be necessary for the winning Vendor to execute a Software License and Maintenance Agreement with ITS. A Standard Software License and Maintenance Agreement (Attachment D) has been attached for your review. The inclusion of this Software License and Maintenance Agreement does not preclude ITS from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this LOC. If Vendor can not comply with any term or condition of this Software License and Maintenance Agreement, Vendor must list and explain each specific exception on the Proposal Exception Summary Form. Winning Vendor must be willing to sign the attached Software License and Maintenance Agreement within 10 working days of the notice of award. If the Software License and Maintenance Agreement is not executed within 10 working day period, ITS reserves the right to negotiate with the next lowest and best vendor in the evaluation
	7. At the discretion of the State, MDOT may request on-site presentation/demonstration with any and all Vendors for the purpose of system overview and/or clarification of information.
	8. If requested, Vendors must be prepared to make on-site demonstrations of system functionality within seven calendar days of notification.
2. **PROPOSAL EXCEPTIONS**
	1. Vendor must return the attached *Proposal Exception Summary Form*, Attachment C, with all exceptions listed and clearly explained or state “No Exceptions Taken.” If no Proposal Exception Summary Form is included, the Vendor is indicating that no exceptions are taken.
	2. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this memorandum, including a specification denoted as mandatory, as long as the following are true:
		1. The specification is not a matter of State law;
		2. The proposal still meets the intent of the procurement;
		3. A *Proposal Exception Summary Form* (Attachment C) is included with Vendor’s proposal; and
		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* (Attachment C).
	3. 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:
		1. The Vendor will withdraw the exception and meet the specification in the manner prescribed;
		2. ITS will determine that the exception neither poses significant risk to the project nor undermines the intent of the procurement and will accept the exception;
		3. ITS and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
		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.
	4. 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 procurement.
	5. An exception will be accepted or rejected at the sole discretion of the State.
3. **SCORING METHODOLOGY**
	1. An Evaluation Team composed of ITS and MDOT personnel will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals. The Evaluation Team will use categories to score all proposals based on the following:
		1. Each category included in the scoring mechanism is assigned a weight between one and 100.
		2. The sum of all categories, other than Value-Add, equals 100 possible points.
		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.
		4. For evaluation of this LOC the evaluation team will use the following categories and possible points:

|  |  |
| --- | --- |
| **Category** | **Possible Points** |
| Non-Cost Categories: |  |
|  Technical Specifications | 45 |
|  Warranty/Support | 15 |
| Total Non-Cost Points | 60 |
| Cost | 40 |
| Total Base Points | 100 |
| Value Add | 5 |
| Maximum Possible Points | 105 |

* 1. The evaluation will be conducted in four stages as follows:
		1. Stage 1 – Selection of Responsive/Valid Proposals – Each proposal will be reviewed to determine if it is sufficiently responsive to the LOC requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this LOC 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.
		2. Stage 2 – Non-cost Evaluation (all requirements excluding cost)
			1. Non-cost categories and possible point values are as follows:

|  |  |
| --- | --- |
| **Non-Cost Categories** | **Possible Points** |
| Technical Specifications | 45 Points |
| Warranty/Support | 15 Points |
| **Maximum Possible Points** | **60 Points** |

* + - 1. Proposals meeting fewer than 80% of the requirements in the non-cost categories may be eliminated from further consideration.
		1. Stage 3 – Cost Evaluation
			1. Points will be assigned using the following formula:

 (1-((B-A)/A))\*n

Where:

A = Total lifecycle cost of lowest valid proposal
B = Total lifecycle cost of proposal being scored
n = Maximum number of points allocated to cost for this acquisition

* + - 1. Cost categories and maximum point values are as follows:

|  |  |
| --- | --- |
| **Cost Category** | **Possible Points** |
| Lifecycle Cost | 40 Points |
| **Maximum Possible Points** | **40 Points** |

* + 1. Stage 4 – Selection of the successful Vendor
			1. Optional Oral Presentation - At the State’s option, Vendors remaining in a competitive posture near the end of the evaluation may be requested to make an oral presentation. This presentation must be in person in Jackson, Mississippi at the Vendor’s expense and conducted within seven (7) calendar days of notification. The presentation must be made by the Vendor’s proposed project principal. The presentation is intended to give the State an opportunity to become acquainted with the Vendor’s project principal, receive a first-hand understanding of the proposal and engage in a question and answer session.
			2. Final Quantitative Evaluation - Following any requested presentations, the Evaluation Team will re-evaluate any non-cost category scores as necessary. The non-cost category and cost scores will then be combined to determine the Vendor’s final score.
1. **INSTRUCTIONS TO SUBMIT PRODUCT AND COST INFORMATION**

Please use the attached *Product List and Cost Proposal Form* (Attachment A) to provide cost information. Follow the instructions on the form. Incomplete forms will not be processed.

1. **DELIVERY INSTRUCTIONS**
	1. **Vendor must deliver the response to Bo Dickerson at ITS no later than Monday, December 20, 2010, at 3:00 P.M. (Central Time).** Responses may be delivered by hand, via regular mail, overnight delivery, e-mail, or by fax. Fax number is (601) 354-6016. ITS WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF PROPOSALS. It is solely the responsibility of the Vendor that proposals reach ITS on time. Vendors should contact Bo Dickerson to verify the receipt of their proposals. Proposals received after the deadline will be rejected.
	2. If you have any questions concerning this request, please e-mail Bo Dickerson of ITS at Bo.Dickerson@its.ms.gov. **Any questions concerning the specifications detailed in this LOC must be received no later than Wednesday, December 01, 2010, at 3:00 P.M. (Central Time).**

Enclosures: Attachment A, *Product List and Cost Proposal Form*

 Attachment B, *Reference Information Form*

 Attachment C, *Proposal Exception Summary Form*

Attachment D, *Standard Software License and Maintenance Agreement*

**ATTACHMENT A**

**PRODUCT LIST AND COST PROPOSAL**

|  |  |  |  |
| --- | --- | --- | --- |
| **Company Name:** |  | **Date:** |  |
| **Contact Name:** |  | **Phone #:** |  |

 **Contact E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

| **MFG#** | **DESCRIPTION** | **QTY** | **UNIT COST** | **EXTENDED COST** | **WARRANTY PERIOD** | **EXTENDED POST-WARRANTY COST** |
| --- | --- | --- | --- | --- | --- | --- |
|  | Full Client Licenses, Paper Document Scanning and Indexing Licenses | 250 |  |  |  |  |
|  | Full Client Licenses, Index Only Licenses | 125 |  |  |  |  |
|  | Full Client Licenses, Electronic Document Capture and Indexing Licenses | 2400 |  |  |  |  |
|  | SharePoint 2010 Web Front End Licenses | 3 |  |  |  |  |
|  | Remote Site Capture Licenses, Batch Release Licenses | 12 |  |  |  |  |
|  | Concurrent User Licenses, Web Capture Licenses | 100 |  |  |  |  |
|  | Report Capture License | 1 |  |  |  |  |
|  | Other Release Connection Licenses such as Multifunction Device of Fax Server | 50 |  |  |  |  |
|  | Migration Utility License | 1 |  |  |  |  |
|  | Concurrent User Licenses, Content Search and Document Retrieval Licenses | 500 |  |  |  |  |
|  | Non Production Full Suite Licenses, Development/Testing | 5 |  |  |  |  |
|  | API/SDK Licenses | 3 |  |  |  |  |
|  | Server Licenses, Batch Processor for Image Processing such as OCR and Deskew | 2 |  |  |  |  |
|  | Post Warranty Maintenance Year 1 |  |  |  |  |  |
|  | Post Warranty Maintenance Year 2 |  |  |  |  |  |
|  | Post Warranty Maintenance Year 3 |  |  |  |  |  |
|  | Software Training, Migration Training, and Software Implementation Hours | 200 hrs |  |  |  |  |
|  | **grand TOTAL** |  |  |  |  |  |

**ATTACHMENT B**

**REFERENCE INFORMATION FORM**

The information provided below will be used to contact references.

|  |  |
| --- | --- |
| Entity |  |
| Supervisor’s Name |  |
| Supervisor’s Title |  |
| Supervisor’s Telephone # |  |
| Supervisor’s E-Mail Address |  |
| Length of Project |  |
| Brief Description of Project |  |

|  |  |
| --- | --- |
| Entity |  |
| Supervisor’s Name |  |
| Supervisor’s Title |  |
| Supervisor’s Telephone # |  |
| Supervisor’s E-Mail Address |  |
| Length of Project |  |
| Brief Description of Project |  |

|  |  |
| --- | --- |
| Entity |  |
| Supervisor’s Name |  |
| Supervisor’s Title |  |
| Supervisor’s Telephone # |  |
| Supervisor’s E-Mail Address |  |
| Length of Project |  |
| Brief Description of Project |  |

## ATTACHMENT C

## PROPOSAL EXCEPTION SUMMARY FORM

|  |  |  |  |
| --- | --- | --- | --- |
| ITS LOC 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) |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

 **ATTACHMENT D**

**STANDARD SOFTWARE LICENSE AND MAINTENANCE AGREEMENT**

**PROJECT NUMBER** **3902339023**

 **SOFTWARE LICENSE AND MAINTENANCE AGREEMENT**

 **BETWEEN**

**INSERT VENDOR NAMEINSERT VENDOR NAME**

 **AND**

 **MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES**

 **AS CONTRACTING AGENT FOR THE**

**Mississippi Department of TransportationMississippi Department of Transportation****MDOT****INSERT DATE MODIFIED****N/A**

This Software License and Maintenance Agreement (hereinafter referred to as “Agreement”) is entered into by and between INSERT VENDOR NAME, a INSERT STATE OF INCORPORATIONINSERT STATE OF INCORPORATION corporation having its principal place of business at INSERT VENDOR ADDRESSINSERT VENDOR ADDRESS (hereinafter referred to as “Licensor”), and Mississippi Department of Information Technology Services having its principal place of business at 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201 (hereinafter referred to as “ITS”), as contracting agent for the Mississippi Department of Transportation located at 401 North West Street, Jackson, Mississippi 39201401 North West Street, Jackson, Mississippi 39201 (hereinafter referred to as “Licensee”). ITS and Licensee are sometimes collectively referred to herein as “State.”

**WHEREAS,** Licensee, pursuant to Letter of Configuration Number 39023 dated INSERT DATE OF PUBLICATION (hereinafter referred to as “LOC”), based on General Request for Proposals (“RFP”) No. 36163616, requested proposals for the acquisition of software, services, and technical support necessary for the implementation of a document imaging and scanning software solution that fully integrates with Microsoft SharePoint 2010 as described in the LOC; and

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

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

**ARTICLE 1 DEFINITIONS**

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

**1.1** **“Documentation”** means the published user and technical manuals and documentation that Licensor makes generally available for the Software.

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

**1.3 “Licensee”** means the Mississippi Department of Transportation, its employees, and any third party consultants or Outsourcers engaged by Licensee who have a need to know and who shall be bound by the terms and conditions of this Agreement.

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

**1.5 “Products”** means the Software, Documentation, Enhancements, and any copy of the Software, Documentation, or Enhancements.

**1.6 “Software”** means the machine-readable object code version of the computer programs described in and specifically identified in the attached Exhibit A, whether embedded on disc, tape, or other media.

**ARTICLE 2 TERM OF AGREEMENT**

**2.1** The effective date of this Agreement shall be the date it is signed by all parties and, provided that Licensee has paid all applicable fees, its term is perpetual, unless terminated as prescribed elsewhere in this Agreement. The Products must be delivered, installed, accepted by Licensee, and all training and other tasks required under this Agreement, with the exception of warranty service or software maintenance, completed on or before INSERT COMPLETION DATEMarch 31, 2011, unless a change in this date is mutually agreed to in writing by the Licensee and the Licensor. Software, as used herein, also includes future updates/revisions and new releases of the Software that Licensor may provide to Licensee under this Agreement.

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

**ARTICLE 3 SCOPE OF LICENSE**

Licensor hereby grants to Licensee a non-exclusive, non-transferable, and perpetual license to use the Products for Licensee’s business operations subject to the terms of this Agreement. Licensee may license additional Software Products by executing a written amendment to this Agreement and paying an additional license fee.

**ARTICLE 4 DELIVERY, RISK OF LOSS, AND ACCEPTANCE**

**4.1** Licensor shall deliver and install the Software and Documentation to the location specified by Licensee and pursuant to the delivery schedule mutually agreed to by the parties.

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

**4.3** Licensee shall have thirty (30) calendar days after installation of the Software by Licensor to evaluate and test the Software to confirm that it performs without any defects and in accordance with the LOC, General RFP No. 3616, Licensor’s Proposals in response thereto, and Licensor’s user Documentation. Licensee shall immediately thereafter notify Licensor in writing of any defects in the Software, which must be corrected prior to payment being made. Thereafter, Licensor shall have ten (10) working days in which to either repair or replace the defective Software, all at Licensor’s expense. In the event Licensor is unable to repair or replace the Software, Licensee may terminate this Agreement pursuant to the Termination Article herein.

**ARTICLE 5 CONSIDERATION AND METHOD OF PAYMENT**

The cost of the Software and services to be provided by Licensor is specified in the attached Exhibit A, which is incorporated herein by reference. In no event will the total compensation to be paid hereunder exceed the specified sum of $INSERT AMOUNT, unless prior written authorization from ITS has been obtained. Upon acceptance of the Software by Licensee, Licensor shall invoice Licensee for the Software, and the services will be invoiced as they are rendered. Licensor shall submit invoices and supporting documentation to Licensee electronically at any time during the term of this Agreement using the processes and procedures identified by the State. Licensee shall make payment hereunder in accordance with Mississippi law on “Timely Payment for Purchases by Public Bodies,” Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by Licensee within forty-five (45) days of receipt of the invoice. Licensor understands and agrees that Licensee is exempt from the payment of taxes. All payments should be made in United States currency. Payments by state agencies using the Statewide Automated Accounting System (“SAAS”) shall be made and remittance information provided electronically as directed by the State. These payments by SAAS agencies shall be deposited into the bank account of the Licensor’s choice. No payment, including final payment, shall be construed as acceptance of defective Products or incomplete work, and the Licensor shall remain responsible for full performance in strict compliance with the contract documents specified in the article herein titled “Entire Agreement.”

**ARTICLE 6 OWNERSHIP, USE, AND RESTRICTIONS ON USE**

**6.1** Licensee acknowledges that the Software Products shall remain the exclusive property of Licensor. Licensee acknowledges that it has no right to or interest in the Software Products other than as expressly granted herein. Licensee shall not remove any identification notices affixed to the Software Products or their packaging.

**6.2** Licensee is granted the right to make sufficient copies of the Products to support its use and for archival and disaster recovery purposes. Licensee shall include Licensor’s confidentiality and proprietary rights notices on any copies made of the Products.

**6.3** Licensee acknowledges that the Software Products are trade secrets and confidential information of Licensor. Neither the Software Products nor any physical media containing the Software may be used, copied, disclosed, broadcast, sold, re-licensed, distributed, or otherwise published by Licensee except as expressly permitted by this Agreement. Licensee shall use reasonable efforts to maintain the confidential nature of the Software Products.

**6.4** Licensee is granted the right to customize the Software for its use. Licensee may not resell or sub-license the original Software or the customized version.

**6.5** Licensee agrees that, except as noted herein, it will not otherwise copy, translate, modify, adapt, decompile, disassemble, or reverse engineer any of the Software without the prior written consent of Licensor.

**ARTICLE 7 WARRANTIES**

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

**7.2** Licensor represents and warrants that the Products provided by Licensor shall meet or exceed the minimum specifications set forth in the LOC, General RFP No. 3616 and Licensor’s Proposals in response thereto.

**7.3** Licensor represents and warrants that all work performed hereunder, including but not limited to consulting, training, and Software maintenance, shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Licensor shall, for a period of ninety (90) days from the performance of service, perform the services again at no cost to the Licensee, or if the Licensor is unable to perform the services as warranted, the Licensor shall reimburse the Licensee the fees paid to the Licensor for the unsatisfactory services.

**7.4** Licensor represents and warrants that neither the Software nor Enhancements shall contain disabling code or a lockup program or device. Licensor further agrees that it will not under any circumstances, including enforcement of a valid contract right, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Licensee’s licensed use of the Software or Enhancements and/or which would restrict Licensee from accessing its data files or in any way interfere with the transactions of Licensee’s business. For any breach of this warranty, Licensor, at its expense, shall, within five (5) working days after receipt of notification of the breach, deliver Products to Licensee that are free of such disabling code or a lockup program or device.

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

**7.6** Licensor represents and warrants that the Software will operate free from defects for a period of ninety (90) days after acceptance and will provide Licensee complete functionality necessary for the operation of the system as stated in the LOC, General RFP No. 3616 and the Licensor’s Proposals in response thereto. Licensor’s obligations pursuant to this warranty shall include, but are not limited to, the repair of all defects or the replacement of the Software at the expense of Licensor. In the event Licensor is unable to repair or replace the Software within ten (10) working days after receipt of notice of the defect, Licensee shall be entitled to a full refund of fees paid and shall have the right to terminate this Agreement in whole or in part. Licensee’s rights hereunder are in addition to any other rights Licensee may have.

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

**7.8** Licensor represents and warrants that the system provided pursuant to this Agreement will pass both internal security audits and independent security audits. For any breach of the preceding warranty at any time during which the system is covered by warranty, maintenance and/or support, Licensor shall, at its own expense and at no cost to Licensee, remediate any defect, anomaly or security vulnerability in the system by repairing and/or replacing any and all components of the system necessary in order for the system to be secure.

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

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

**ARTICLE 8 INFRINGEMENT INDEMNIFICATION**

Licensor represents and warrants that neither the Products and their elements nor the use thereof violates or infringes on any copyright, patent, trademark, servicemark, trade secret, or other proprietary right of any person or entity. Licensee shall notify Licensor promptly of any infringement claim of which it has knowledge and shall cooperate with Licensor in the defense of such claim by supplying information, all at Licensor’s expense. Licensor, at its own expense, shall defend or settle any and all infringement actions filed against Licensor or Licensee which involve the Products provided under this Agreement and shall pay all settlements, as well as all costs, attorney fees, settlements, damages, and judgment finally awarded against Licensee. If the continued use of the Products for the purpose intended is threatened to be enjoined or is enjoined by any court of competent jurisdiction, Licensor shall, at its expense: (a) first procure for Licensee the right to continue using the Products, or upon failing to procure such right; (b) modify or replace the Products, or components thereof, with non-infringing Products so it becomes non-infringing, or upon failing to secure either such right; (c) refund the license fees previously paid by Licensee for the Products Licensee may no longer use. Said refund shall be paid within ten (10) working days of notice to Licensee to discontinue said use.

**ARTICLE 9 MODIFICATION**

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

**ARTICLE 10 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

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

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

**ARTICLE 11 AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the Licensee to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of this Agreement are, at any time, not forthcoming or insufficient through the failure of the federal government to provide funds, the State of Mississippi to appropriate funds, the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the Licensee, the Licensee shall have the right to immediately terminate this Agreement without damage, penalty, cost, or expense to the Licensee of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. In the event of termination, Licensor shall be entitled to receive just and equitable compensation for satisfactory work completed or services rendered by Licensor in connection with this Agreement as of the date of receipt of notification of termination.

**ARTICLE 12 TERMINATION**

Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated in whole or in part as follows: (a) upon the mutual, written agreement of the parties; (b) by Licensee upon thirty (30) days written notice to Licensor without the assessment of any penalties if Licensor becomes the subject of bankruptcy, reorganization, liquidation, or receivership proceedings, whether voluntary or involuntary; (c) by Licensee upon thirty (30) days written notice to Licensor without the assessment of any penalties in the event Licensee determines it is in the best interest of the State of Mississippi to terminate this Agreement; or (d) by either party in the event of a breach of a material term or provision of this Agreement where such breach continues for thirty (30) days after the breaching party receives written notice from the other party. Upon termination, Licensee will be entitled to a refund of applicable unexpended prorated annual Software maintenance fees/charges, if any. In the event of termination, Licensor shall be entitled to receive just and equitable compensation for satisfactory work completed or services rendered by Licensor in connection with this Agreement as of the date of receipt of notification of termination. In no case shall said compensation exceed the total contract price. The provisions of this article do not limit either party’s right to pursue any other remedy available at law or in equity.

**ARTICLE 13 GOVERNING LAW**

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

**ARTICLE 14 WAIVER**

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

**ARTICLE 15 SEVERABILITY**

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

**ARTICLE 16 CAPTIONS**

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

**ARTICLE 17 HOLD HARMLESS**

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

**ARTICLE 18 THIRD PARTY ACTION NOTIFICATION**

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

**ARTICLE 19 AUTHORITY TO CONTRACT**

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

**ARTICLE 20 NOTICE**

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means, provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS’ address for notice is: Mr. David L. Litchliter, Executive Director, Mississippi Department of Information Technology Services, 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201. Licensee’s address for notice is: Mr. Mike Roberts, IS Procurement Manager, Mississippi Department of Transportation, 401 North West Street, Jackson, Mississippi 39201Mr. Mike Roberts, IS Procurement Manager, Mississippi Department of Transportation, 401 North West Street, Jackson, Mississippi 39201. The Licensor’s address for notice is: INSERT VENDOR NOTICE INFORMATIONINSERT VENDOR NOTICE INFORMATION. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

**ARTICLE 21 RECORD RETENTION AND ACCESS TO RECORDS**

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

**ARTICLE 22 INSURANCE**

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

**ARTICLE 23 DISPUTES**

Any dispute concerning a question of fact under this Agreement, which is not disposed of by agreement of the Licensor and Licensee, shall be decided by the Executive Director of Mississippi Department of Information Technology Services or his/her designee. Licensor agrees to continue to provide such service, maintenance, and updates as Licensee may contract for and pay for pending the resolution of any dispute hereunder. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Nothing in this Article shall abridge the right of either party to seek such other rights and remedies it may have at law or in equity.

**ARTICLE 24 COMPLIANCE WITH LAWS**

Licensor shall comply with, and all activities under this Agreement shall be subject to, all Licensee policies and procedures and all applicable federal, state, and local laws, regulations, policies, and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Licensor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin, or disability.

**ARTICLE 25 CONFLICT OF INTEREST**

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

**ARTICLE 26 SOVEREIGN IMMUNITY**

By entering into this Agreement with Licensor, the Licensee in no way waives its sovereign immunities or defenses as provided by law.

**ARTICLE 27 CONFIDENTIAL INFORMATION**

**27.1** Both parties shall treat the other party’s data and information to which it has access by Licensor’s performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent. In the event that either party receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, the said party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by state or federal law. This section shall survive the termination or completion of this Agreement.

**27.2** Licensor and Licensee shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“the Disclosing Party”) which: (a) is or becomes known to the public without fault or breach of the party receiving confidential information of the Disclosing Party (“the Recipient”); (b) is furnished by the Disclosing Party to third parties without restriction on subsequent disclosure; (c) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; (d) is already in the Recipient’s possession without an obligation of confidentiality; or (e) is independently developed by Recipient without reliance on the confidential information.

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

**ARTICLE 28 EFFECT OF SIGNATURE**

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

**ARTICLE 29 ENTIRE AGREEMENT**

**29.1** This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating hereto, including any “shrink-wrap” version of the Software Product or any “click-wrap” or “browse-wrap” license presented in connection with a license via the Internet. The LOC, General RFP No. 3616 and Licensor’s Proposals in response thereto are hereby incorporated into and made a part of this Agreement.

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

**A.** This Agreement signed by both parties;

**B.** Any exhibits attached to this Agreement;

**C.** LOC;

**D.** General RFP No. 3616; and

**E.** Licensor’s Proposals, as accepted by Licensee, in response to the LOC and General RFP No. 3616.

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

**ARTICLE 30 SURVIVAL**

Articles 7, 8, 13, 17, 21, 26, 27, and all other articles, which by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

**ARTICLE 31 DEBARMENT AND SUSPENSION CERTIFICATION**

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

**ARTICLE 32 NETWORK SECURITY**

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

**ARTICLE 33 STATUTORY AUTHORITY**

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

**ARTICLE 34 TRAINING**

Licensor shall, for the fees specified in the attached Exhibit A, provide fifteen (15) days of on-site training for twenty (20) members of Licensee’s staff. Licensor and Licensee shall mutually agree on the time for the training and an outline of the training to be provided. Licensor specifically understands and agrees that Licensee will not accept the Software until Licensor completes the training requirements. Licensor agrees to provide, upon delivery, all Documentation needed to fully acquaint the user with the operation of the Software.

**ARTICLE 35 SOFTWARE MAINTENANCE**

**35.1** Prior to expiration of the warranty period, Licensor shall notify Licensee in writing of the impending warranty expiration, and Licensee shall in turn notify Licensor of its decision to either obtain Software maintenance or to forgo Software maintenance. Upon notification of intent to obtain Software maintenance, Licensor shall provide Licensee, for the annual fee specified in the attached Exhibit A, the Software maintenance services as herein described.

**35.2** Licensor shall provide the following Software maintenance services: As part of the Software maintenance services, Licensor will maintain the Products in an operable condition according to the specifications contained in the technical manuals and as outlined in and the LOC and the Licensor’s Proposal in response thereto. Licensor shall make available to Licensee during each annual maintenance period at least one (1) update to the Software Products that will incorporate any new features or enhancements to the licensed Products. Licensor shall also provide direct modem support and unlimited toll-free telephone support in the operation of the Software Products Monday through Friday, 8:00 A.M. to 5:00 P.M. (Central Time), with a guaranteed one (1) hour response time. Priority placement in the support queue shall be given to all system locking situations or problems claimed by Licensee to be mission critical processes. Finally, Licensor shall provide on-site support in the operation of the Software Products if reasonably convenient or necessary in the opinion of the Licensor.

**35.3** Sixty (60) days prior to the expiration of the initial Software maintenance period or any renewal term thereof, Licensor shall notify Licensee in writing of the impending expiration, and Licensee shall have thirty (30) days in which to notify Licensor of its intentions to either renew or cancel any further Software maintenance. In no event shall the cost for Software maintenance increase by more than five percent (5%) per year.

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

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| **State of Mississippi, Department of** **Information Technology Services, on****behalf of Mississippi Department of Transportation** |  | **INSERT VENDOR NAME** |
| **By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  | **By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Authorized Signature** |  | **Authorized Signature** |
| **Printed Name: David L. Litchliter** |  | **Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Title: Executive Director** |  | **Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  | **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

**EXHIBIT A**