RFP No: 2017-2

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until Tuesday, June 20, 2017 @ 3:00 p.m. Central Time for the acquisition of the products/services described below for the Mississippi Department of Archives and History.

Ticketing and Retail Point-Of-Sale Solution

VENDOR TELE-CONFERENCE: Thursday, May 25, 2017 at 10:00 a.m. Central Time

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

The Vendor must submit proposals and direct inquiries to:

Joey Roberts
Director of Finance
Mississippi Department of Archives and History
200 North Street
Jackson, MS 39201
(601) 576-6862
MuseumPOSRFP@mdah.ms.gov

To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. The following must be clearly typed on a label affixed to the package in a clearly visible location:

PROPOSAL, SUBMITTED IN RESPONSE TO
RFP NO. 2017-2
Due June 20, 2017 @ 3:00 p.m.,
ATTENTION: Joey Roberts

Katie Blount
Executive Director, MDAH

MDAH RFP Response Checklist

RFP Response Checklist: These items should be included in your response to RFP No. 2017-2.

_____ 1) *Submission Cover Sheet*, signed and dated. (Section I)

_____ 2) *Proposal Bond* (Section I)

_____ 3) *Proposal Exception Summary*, if applicable (Section V)

_____ 4) Vendor response to *RFP Questionnaire* (Section VI)

_____ 5) Point-by-point response to *Technical Specifications* (Section VII) – Each RFP response should include one (1) clearly marked original hard copy response to items in Section VII (Technical Specifications) and five (5) identical copies of the same hard copy response to Section VII. The original and all copies should each have their own separate binder. Label the front and spine of the three-ring loose-leaf binder and each thumb drive with the Vendor name and RFP number.

_____ 6) Vendor response to *Cost Information Submission* (Section VIII) - Each RFP response requires one (1) hard copy of Section VIII (Cost Submission – summary form in RFP with itemized backup detail) <u>delivered in a sealed envelope</u> clearly labelled as "Cost Submission". This envelope must be inside the same package as the response to the Technical Specifications.

_____ 7) Each RFP response package must include one electronic copy of technical and cost proposal response on a thumb drive. Label the thumb drive with Vendor name and RFP number.

_____ 8) *References* (Section IX)

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SECTION I
SUBMISSION COVER SHEET & CONFIGURATION SUMMARY

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

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

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

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

Name (typed or printed)	_____
Title	_____
Company name	_____
Physical address	_____
	_____
State of Incorporation	_____

CONFIGURATION SUMMARY

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

PROPOSAL BONDS

Please attach the required Proposal Bond here.

SECTION II
PROPOSAL SUBMISSION REQUIREMENTS

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

1. Failure to follow any instruction within this RFP may, at the State's sole discretion, result in the disqualification of the Vendor's proposal.

2. The State has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.

3. The Vendor's proposal must be received, in writing, by the office of **MDAH** by the date and time specified. **MDAH** is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened. Any proposal received with insufficient postage will be returned unopened.

4. Proposals or alterations by fax, e-mail, or phone will not be accepted.

5. Original signatures are required on one copy of the Submission Cover Sheet and Configuration Summary, and the Vendor's original submission must be clearly identified as the original. The Vendor's original proposal must include the Proposal Bond, (if explicitly required in Section IV).

6. **MDAH** reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.

7. **MDAH** reserves the right to waive any defect or irregularity in any proposal procedure.

8. The Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by **MDAH** is the official version and will supersede any conflicting RFP language submitted by the Vendor.

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

    9.1 The Vendor is required to submit one (1) clearly marked original response and five (5) identical copies of the same response to Section VII (Technical Specifications) proposal.

    9.2 The Vendor is required to submit one (1) response to Section VIII (Cost Submission) in a sealed envelope marked "Cost Submission".

9.3 The Vendor is required to submit one (1) electronic version of entire proposal on a thumb drive labelled with vendor's name and RFP number.

9.4 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the RFP cover page must be clearly typed and affixed to the package in a clearly visible location.

9.5 Number each page of the proposal.

9.6 Respond to the sections and exhibits in the same order as this RFP.

9.7 Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.

9.8 If the Vendor does not agree with any item in any section, then the Vendor must list the item on the *Proposal Exception Summary Form*. (See Section V for additional instructions regarding Vendor exceptions.)

9.9 Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with "NOT APPLICABLE."

9.10 Where an outline point asks a question or requests information, the Vendor must respond with the <u>specific</u> answer or information requested.

9.11 When an outline point/attachment is a statement provided for the Vendor's information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the *Submission Cover Sheet* and providing a *Proposal Exception Summary Form*.

9.12 Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.

9.13 The Vendor must fully respond to <u>each</u> requirement within the *Technical Specifications* by fully describing the manner and degree by which the proposal meets or exceeds said requirements.

10. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. **Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost proposal may be grounds for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Vendor.** The Vendor must complete the *Cost Information Submission* in this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the *Cost Information Submission*. **<u>Cost submission must be delivered in a sealed envelope inside proposal response</u>.**

11. **MDAH** reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing **MDAH** staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at the State's discretion, result in the disqualification of the Vendor's proposal.

12. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **MDAH**.

13. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:

    13.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.

    13.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.

    13.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.

    13.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.

    13.5 The Vendor must submit a statement outlining the circumstances for the clarification.

    13.6 The Vendor must submit one clearly marked original and 5 copies of the clarification.

    13.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).

14. **Communications with State**

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

14.1 The State's contact person for the selection process is: Joey Roberts, Director of Finance, 200 North Street, Jackson, MS 39201, direct phone 601-576-6862, email MuseumPOSRFP@mdah.ms.gov

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

SECTION III
VENDOR INFORMATION

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

1. **Interchangeable Designations**
   The terms "Vendor" and "Contractor" are referenced throughout this RFP. Generally, references to the "Vendor" are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term "Contractor" denotes the role assumed, post-award, by the winning Vendor. Additionally, the terms "State of Mississippi," "State" or "MDAH" may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from Vendors throughout these specifications.

2. **Vendor's Responsibility to Examine RFP**
   Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

3. **Proposal as Property of State**
   All written proposal material becomes the property of the State of Mississippi.

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

   www.mdah.ms.gov/Museum-POS-RFP

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

5. **Oral Communications Not Binding**
   Only transactions which are in writing from **MDAH** may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any State employee.

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

7. **Evaluation Criteria**

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

8. **Multiple Awards**

MDAH reserves the right to make multiple awards.

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

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

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

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

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

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

12. **Right to Request Information**

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

13. **Vendor Personnel**

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

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

13.2 That, if onsite interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with onsite interviews will be the responsibility of the Vendor.

13.3 That the individual is proficient in spoken and written English;

13.4 That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all INS regulations. The Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U. S. citizens.

13.5 That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of the State. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.

14. **Vendor Imposed Constraints**

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

15. **Best and Final Offer**

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

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

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

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

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

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

SECTION IV
LEGAL AND CONTRACTUAL INFORMATION

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

1. **Acknowledgment Precludes Later Exception**

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

2. **Failure to Respond as Prescribed**

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

3. **Contract Documents**

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

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

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

3.3 **MDAH's** Request for Proposal, including all addenda;

3.4 Official written correspondence from to the Vendor;

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

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

4. **Order of Precedence**

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

5. **Additional Contract Provisions**

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

6. **Mandatory Legal Provisions**

6.1 The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.

6.2 Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.

6.3 The Vendor shall have no limitation on liability for claims related to the following items:

6.3.1 Infringement issues;

6.3.2 Bodily injury;

6.3.3 Death;

6.3.4 Physical damage to tangible personal and/or real property; and/or

6.3.5 The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor's employees or subcontractors.

6.4 All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.

6.5 Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.

6.6 Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.

6.7 The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.

6.8 The State will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See Section 31-7-305 of the Mississippi Code Annotated. Seller understands and agrees that Purchaser is exempt from the payment of taxes.

6.9 The State shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.

7. **Approved Contract**

7.1 Award of Contract - A contract is considered to be awarded to a proposer once the proposer's offering has been approved as lowest and best proposal through:

7.1.1 Written notification made to proposers on **MDAH** letterhead, or

7.1.2 Notification posted to the **MDAH** website for the project, or

7.1.3 The **MDAH** Board's approval of vendor selected during an open session of the Board.

7.2 A contract is not deemed final until five (5) working days after either the award of contract or post procurement review. In the event of a valid protest, the State may, at its sole discretion, continue the procurement or stay the procurement. If the procurement is stayed, the contract is not deemed final until the protest is resolved.

8. **Contract Validity**
All contracts are valid only if signed by the Executive Director of **MDAH**.

9. **Order of Contract Execution**
Vendors will be required to sign contracts and to initial all contract changes before the Executive Director of **MDAH** signs.

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

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

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

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

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

12. **Time For Negotiations**

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

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

13. **Prime Contractor**

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

14. **Sole Point of Contact**

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

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

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

14.3 Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact

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

15. **MDAH Approval of Subcontractor Required**

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

16. **Inclusion of Subcontract Agreements**

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

17. **Negotiations with Subcontractor**

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

18. **References to Vendor to Include Subcontractor**

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

19. **Outstanding Vendor Obligations**

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

court-approved reorganization plan, prior to any proposal being considered.

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

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

20. **Equipment Condition**

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

21. **Delivery Intervals**

The Vendor's proposal must specify, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, delivery and installation intervals after receipt of order.

22. **Pricing Guarantee**

The Vendor must explicitly state, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, how long the proposal will remain valid. Unless stated to the contrary in the *Technical Specifications*, pricing must be guaranteed for a minimum of ninety (90) days.

23. **Shipping Charges**

For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.

24. **Amortization Schedule**

For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.

25. **Americans with Disabilities Act Compliance for Web Development and Portal Related Services**

All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.

26. **Ownership of Developed Software**

26.1 When specifications require the Vendor to develop software for the State, the Vendor must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation.

26.2 The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.

27. **Ownership of Custom Tailored Software**
In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs of the State, the Vendor must offer the State an application license entitling the State to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.

28. **Terms of Software License**
The Vendor acknowledges and agrees that the term of all software licenses provided to the State shall be perpetual unless stated otherwise in the Vendor's proposal.

29. **The State is Licensee of Record**
The Vendor must not bypass the software contracting phase of a project by licensing project software intended for State use in its company name. Upon award of a project, the Vendor must ensure that the State is properly licensed for all software that is proposed for use in a project.

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

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

34. **Disclosure of Proposal Information**
Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-

61-1 et seq. of the Mississippi Code Annotated. Any requests for disclosures of proposal information must be submitted in writing and approved by **MDAH**.

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

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

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

35. **Risk Factors to be Assessed**

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

36. **Proposal Bond**

The Vendor must include a proposal bond in the amount of $7,500.00 with its RFP proposal. Vendor is specifically disallowed from taking exception to the proposal bond requirement. Proposals without proposal bonds will be rejected.

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

The security binds the Vendor to the commitments made in writing in the Vendor's proposal. The security will be forfeited in the event the awarded Vendor, at any time during the contract negotiation process, refuses to honor commitments made in its proposal, reneges on pricing, takes exception to any term or condition that was not addressed in the Vendor's written proposal, or fails to execute a contract as anticipated in the RFP and the Vendor's proposal, including documented exceptions, within fifteen

(15) working days after the Vendor's initial receipt of the project contract from **MDAH**, unless an extension is agreed to by **MDAH.**

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

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

37. **Performance Bond/Irrevocable Bank Letter of Credit**
The Vendor is not required to include the price of a performance bond or irrevocable bank letter of credit with its RFP proposal.

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

39. **Protests**
The Executive Director of **MDAH** and/or the Board Members of **MDAH** or their designees shall have the authority to resolve Vendor protests in connection with the selection for award of a contract.

40. **Protest Bond**
Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the **MDAH** Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP. The outside of the envelope must be marked "Protest" and must specify RFP number 2017-2.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the **MDAH** Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or **$250,000.00**, whichever is less. The total estimated project lifecycle cost will be the amount used by **MDAH** in the computation of cost points, as the low cost in the denominator of the cost evaluation formula. The bond shall be accompanied by a duly authenticated or certified document

evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the State is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor's expense and be payable to the Mississippi Department of Archives and History. Prior to approval of the protest bond, **MDAH** reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. The State may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of 1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the State may have at law or in equity.

41. **Mississippi Employment Protection Act**

Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

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

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

SECTION V
PROPOSAL EXCEPTIONS

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

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with "shall" or "must," as long as the following are true:

   1.1 The specification is not a matter of State law;

   1.2 The proposal still meets the intent of the RFP;

   1.3 A *Proposal Exception Summary Form* is included with Vendor's proposal; and

   1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the Proposal *Exception Summary Form*.

2. The Vendor has no liability to provide items to which an exception has been taken. **MDAH** has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and **MDAH** will discuss each exception and take one of the following actions:

   2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;

   2.2 **MDAH** will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;

   2.3 **MDAH** and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or

   2.4 None of the above actions is possible, and **MDAH** either disqualifies the Vendor's proposal or withdraws the award and proceeds to the next ranked Vendor.

3. Should **MDAH** and the Vendor reach a successful agreement, **MDAH** 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 **MDAH**, will become a part of any contract on acquisitions made under this RFP.

4. An exception will be accepted or rejected at the sole discretion of the State.

5. The State desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard

terms and conditions of the State's RFP, included in Exhibit A: *MDAH Legal Terms & Conditions*. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

6. For Vendors who have successfully negotiated a contract with **MDAH** in the past, **MDAH** requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to **MDAH** or participated in contract negotiations with **MDAH** on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

PROPOSAL EXCEPTION SUMMARY FORM

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

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

SECTION VI
RFP QUESTIONNAIRE

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

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

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

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

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

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

1.4 All Vendors must furnish **MDAH** with their MAGIC Vendor code.

MAGIC Vendor Code: _____

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

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

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

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

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

3. **Certification of No Conflict of Interest**
Mississippi law clearly forbids a direct or indirect conflict of interest of a company or its employees in selling to the State. The Vendor must answer and/or provide the following:

3.1 Does there exist any possible conflict of interest in the sale of items to **MDAH**? (A yes or no answer is required.)

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

4. **Pending Legal Actions**

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

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

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

6. **Order and Remit Address**
The Vendor must specify both an order and a remit address:

Order Address:

Remit Address (if different):

7. **Web Amendments**
As stated in Section III, **MDAH** will use the **MDAH** website to post amendments regarding RFPs before the proposal opening at:

www.mdah.ms.gov/Museum-POS-RFP

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

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

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

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

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

SECTION VII
TECHNICAL SPECIFICATIONS

1. How to Respond to this Section

1.1 Beginning with Item 2.1 of this section, label and respond to each outline point in this section as it is labeled in the RFP.

1.2 The Vendor must respond with "ACKNOWLEDGED," "WILL COMPLY" or "AGREED" to each point in this section. In addition, many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the State's sole discretion, being subject to disqualification.

1.3 "ACKNOWLEDGED" should be used when no vendor response or vendor compliance is required. "ACKNOWLEDGED" simply means the vendor is confirming to the State that he read the statement. This is commonly used in the RFP sections where the agency's current operating environment is described or where general information is being given about the project.

1.4 "WILL COMPLY" or "AGREED" are used interchangeably to indicate that the vendor will adhere to the requirement. These terms are used to respond to statements that specify that a vendor or vendor's proposed solution must comply with a specific item or must perform a certain task.

1.5 If the Vendor cannot respond with "ACKNOWLEDGED," "WILL COMPLY," or "AGREED," then the Vendor must respond with "EXCEPTION." (See Section V, for additional instructions regarding Vendor exceptions.)

1.6 Where an outline point asks a question or requests information, the Vendor must respond with the <u>specific</u> answer or information requested.

1.7 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

2. Mandatory Provisions in Technical Requirements for this RFP

2.1 Certain items in the technical specifications of this RFP are MANDATORY. Vendors are specifically disallowed from taking exception to these mandatory requirements, and proposals that do not meet all mandatory requirements are subject to immediate disqualification.

2.2 Mandatory requirements are those requirements classified as MANDATORY in Section VII, *Technical Specifications*. Meeting a mandatory requirement means the Vendor has provided a detailed response that demonstrates that the Vendor meets the qualifications and experience requested.

3. **General Overview and Background**

The Mississippi Department of Archives and History (MDAH) is seeking proposals from qualified vendors for a complete ticketing solution integrated with a retail point-of-sale to manage five (5) site locations with differing levels of functional requirements among the sites. This chart identifies the broad functions needed for each of the five sites:

	Functional Needs						
Site	Online Ticketing	Onsite Ticketing	Retail Point-of-Sale	Retail Inventory Management	Receive Multiple Donation Categories	Facility Use Management / Rental	Memberships Capability as an Add On
2 Mississippi Museums	✓	✓	✓	✓	✓	✓	✓
Eudora Welty House and Garden	✓	✓	✓	✓	✓		
Old Capitol Museum			✓	✓	✓	✓	
Grand Village of Natchez Indians			✓	✓	✓		
Historic Jefferson College			✓	✓	✓		

The intention of MDAH is to procure a functionally complete, cost effective ticketing/ retail point-of-sale/ facility use management solution. Responses to this RFP will be evaluated according to the following criteria, in no particular order:

- Quality, clarity and responsiveness of proposal in conformance with instructions, conditions and format contained herein.
- Vendor’s ability to meet functional requirements in this RFP.
- Vendor’s ability to meet technical and support requirements in this RFP.
- The Vendor's experience in providing integrated ticketing and retail POS solutions for venues similar in nature to the facilities operated by MDAH along with any additional company resources and overall industry resources and consultation the vendor can provide.
- Proposed schedule for system equipment installation and system implementation by site.

4. Procurement Project Schedule

Task	Date
First Advertisement Date for RFP	05/10/17
Second Advertisement Date for RFP	05/17/17
Vendor Teleconference	10:00 a.m. Central Time on 05/25/17
Deadline for Vendor's Written Questions	3:00 p.m. Central Time on 06/02/17
Deadline for Questions Answered and Posted to MDAH Web Site	06/9/17
Proposal responses due	3 p.m. Central Time on 06/20/17
Proposal Opening and Evaluation Begins	06/21/17
Contract Negotiation	06/23/17 – 07/21/17
MDAH Board Presentation	07/21/17
Anticipated Award Date	07/24/17

5. Statement of Understanding

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

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

5.1.2 Vendor must deliver a written document to Joey Roberts at **MDAH** by Tuesday, June 2, 2017 at 3:00 p.m. Central Time. This document may be delivered by hand, mail, email, or fax. Address information is given on page one of this RFP. The fax number is (601) 576-6975. **MDAH WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF QUESTION DOCUMENTS**. It is solely the responsibility of the vendor that the clarification document reaches **MDAH** on time. Vendors may contact Joey Roberts to verify the receipt of their document. Documents received after the deadline will be rejected.

5.2 All questions will be compiled and answered, and a written document containing all questions submitted and corresponding answers will be posted on the **MDAH** web site by close of business on Tuesday, June 9, 2017.

5.3 A Vendor Teleconference will be held Thursday, May 25, 2017 at 10:00 a.m. Central Time. To access the Vendor Web Conference, Vendors must contact Joey Roberts via email no later than 3:00 p.m. Central Time, Wednesday, May 24, 2017, to receive instructions on how to enter the web conference.

6. Vendor Experience

6.1 The Vendor must provide a corporate description with sufficient information to substantiate proven expertise in the products and services being requested in this RFP.

6.2 The Vendor must disclose any company restructurings, mergers, and acquisitions over the past five (5) years.

6.3 The Vendor must specify the location of the organization's principal office and the number of executive and professional personnel employed at this office.

6.4 The Vendor must state the number of years the Vendor has been providing the products and services being proposed.

6.5 The Vendor must specify the organization's size in terms of the number of full-time employees, the number of contract personnel used at any one time, the number of offices and their locations, and structure (for example, state, national, or international organization).

6.6 The Vendor must provide the name and the state of incorporation, if incorporated.

6.7 **MANDATORY** - The Vendor must provide at least three (3) reference projects as described in Section IX. Vendor must briefly summarize the reference projects here and provide full detail in Section IX.

6.8 **MANDATORY** - The Vendor must identify any proposed subcontractors, describe the proposed roles and responsibilities of each, and provide at least three (3) references for each, as described in Section IX. Vendor must briefly summarize the subcontractors (if any) and their reference projects here and provide full detail in Section IX.

6.9 The Vendor must describe the products and services being proposed and the stage of development of those products and services. The Vendor must indicate similar information for any subcontractors.

6.10 The Vendor must provide a copy of their company's most recent annual report, including consolidated balance sheets and related statements of income, stockholders' or partners' equity and changes in financial position, for each of the five (5) fiscal years preceding the end of the most recent fiscal year. The financial information listed above should be compiled, reviewed, and/or audited by a Certified Public Accountant.

6.11 Vendor must describe their standard project management methodology, the proposed project management approach for this project, and any tailoring of their standard methodology anticipated for this project.

6.12 Vendor must describe their standard system development and implementation methodology; the proposed approach for design,

development, and implementation for this project; and any tailoring of their standard methodology anticipated for this project.

6.13 Vendor must provide a copy of their standard license agreement for review by the State for evaluation purposes. The Agreement negotiated for this project must include the legal terms and conditions listed in Exhibit A, *MDAH Legal Terms & Conditions*.

7. **Project Management**

7.1 Vendor must provide an organizational chart identifying the proposed key personnel for this project.

7.2 Vendor must provide a resume for all key personnel proposed for this project. Resumes must reflect qualifications and recent experience relevant to the scope of the work indicated in this RFP. Resumes must include at least three (3) references that can be directly contacted to verify the individual's qualifications and experience. Resumes must include the office location of each person.

7.3 Vendor must ensure that each staff member assigned to this project has the ability to communicate clearly in the English language both verbally and in written form.

7.4 Vendor must commit a dedicated Project Manager for the duration of the project implementation. The Project Manager must have sufficient prior experience to address the specifics of this project. Vendor must include details to substantiate this experience.

7.5 The Project Manager must be named in the Vendor's RFP response and must be available for interview by the MDAH as part of this RFP evaluation.

7.6 Vendor must submit, as a part of this proposal, a schedule of implementation plan. Topic 14 (Implementation Requirements) within this section provides more detail for this requirement. The Plan must contain all significant work steps required for provision of the requested services. Timeframes must be specified in terms of work days or weeks after contract signing. The Plan must include the elements listed below.

7.6.1 The Plan must incorporate all tasks to be accomplished;

7.6.2 The Plan must address all project deliverables, including implementation, acceptance testing, schedule for actual testing and go-live date;

7.6.3 The Plan must include resource estimates for both the Agency and Vendor timelines; and

7.6.4 The Plan must address assumptions that the Vendor has made based on the information rendered in these specifications.

7.7 The Vendor must describe his change order and staffing strategy under the following circumstances.

7.7.1 The Vendor must describe his change order and staffing strategy when a customer requires additional functionality that may be within the capability of the proposed system's existing programming, after the initial system acceptance.

7.7.2 The Vendor must describe his change order and staffing strategy when a customer requires additional functionality that may require modification of the proposed system's programmed code and/or the addition of new programming, after initial system acceptance.

8. **Functional Requirements**

8.1 The proposed solution must accommodate 16 total concurrent users (ticketing and retail users) at any given time based on the following table of concurrent users by site:

Site	POS Terminal Users	Mobile POS Tablet Users	Ticket Redemption Scanner Users	Back Office / Admin Users	TOTAL Concurrent Users by Site
2 Mississippi Museums	4	2	2	4	12
Eudora Welty House and Garden	1	0	0	0	1
Old Capitol Museum	1	0	0	0	1
Grand Village of Natchez Indians	1	0	0	0	1
Historic Jefferson College	1	0	0	0	1

8.2 The **ticketing / admission services** will require diverse software solutions that span the facility. These services are for (1) the 2 Mississippi Museums opening December 9, 2017 and (2) Eudora Welty House and Garden. Ticketing / admission services must be functional at the 2 Mississippi Museums in September and onsite training at this location must occur prior to October 1, 2017. It is imperative that the software have the capability to provide multiple functions such as onsite ticket sales, online reservations and ticket sales, accounts receivable, mobile admission sales with credit card capabilities, scheduling, facility use rental, memberships (add-on capability), staff resource management, as well as reporting options, and all with point of sale integration. The

following software functions are necessary to effectively and efficiently manage the admission services:

8.2.1 Online Reservations and Ticketing:

8.2.1.1 Online reservations and ticketing is needed only at the 2 Mississippi Museums opening December 9, 2017. Online reservations and ticketing must be functional in September and onsite training at the 2 Mississippi Museums must occur prior to October 1, 2017. Ticketing will be offered to either a single museum or as a dual ticket bundle to allow access to both museums. Ticket format needs to be customizable.

8.2.1.2 Allow online customers to check availability of activities, tours, classes, etc System needs to sell, track, and redeem tickets sold online or at point of sale.

8.2.1.3 Ability to purchase tickets online and receive barcoded tickets via email that can be printed at home or presented on a mobile device image for redemption.

8.2.1.4 Ticket format needs to be customizable.

8.2.1.5 Capability to use portable scanning device to scan tickets/smart phones at entrance to museums.

8.2.1.6 System needs to sell, track, and redeem tickets sold online or at point of sale.

8.2.1.7 Integration between online sales and on-site point of sale transactions.

8.2.1.8 Simple step by step process needed for online customers and reservationists.

8.2.1.9 Provide reports on sales, tickets, statistics, and others as needed.

8.2.2 Onsite admission ticket sales for all levels of admissions as well as groups:

8.2.2.1 Onsite admission ticket sale capability is needed at the 2 Mississippi Museums and at the Eudora Welty House and Garden. Ticketing will be offered to either a single museum or as a dual ticket bundle to allow access to both museums. Quick and secure credit/debit card processing is required as payment option onsite.

8.2.2.2 Onsite admission ticketing must be functional at the 2 Mississippi Museums in September and onsite training at this location must occur before October 1, 2017.

8.2.2.3 Ticket printing with unique identification (barcoding, numbering, etc.) among tickets.

8.2.2.4 System needs to sell, track, and redeem tickets sold online or at point of sale.

8.2.2.5 Mobile onsite ticket sale with credit card capabilities and receipt functions needed at only the 2 Mississippi Museums opening December 9, 2017.

8.2.2.6 Provide reporting on sales, tickets, statistics, and others as needed.

8.2.3 Accounts Receivable for group ticket sales and facility rental:

8.2.3.1 Accounts Receivable for group tickets and facility rental needed only at the two new museums opening in December 2017.

8.2.3.2 Accounts Receivable for group ticket sales and facility rental must be functional at the 2 Mississippi Museums site in September and onsite training must occur before October 1, 2017.

8.2.3.3 Accept purchase orders.

8.2.3.4 Generate quotes as well as invoices.

8.2.3.5 Provide reports on A/R with current status and 30/60/90 day outstanding status. Generate past due invoices.

8.2.4 Scheduling:

8.2.4.1 Need master calendar views with a variety of filters.

8.2.4.2 Online request form to complete and submit for processing and confirmation.

8.2.4.3 Simple, quick process to set up and edit tours, classes, events, and activities.

8.2.4.4 Ability to provide confirmation and reminder emails, as needed, for scheduled groups.

8.2.4.5 Provide reports on daily, weekly, monthly schedules.

8.2.4.6 Scheduling must be functional at the 2 Mississippi Museums site in September and onsite training must occur prior to October 1, 2017.

8.2.5 Facility Use Rentals:

8.2.5.1 Facility rentals will occur at the 2 Mississippi Museums scheduled to open December 9, 2017. Facility rental needs to be functional at the 2 Mississippi Museums site in September and onsite training must occur at this location prior to October 1, 2017.

8.2.5.2 Calendar views of time/date availability with different rental options.

8.2.5.3 Maps of different rental areas.

8.2.5.4 Online request form to fill out and return.

8.2.5.5 Provide contracts, confirmations, and invoicing.

8.2.5.6 Provide report options.

8.2.6 Membership add-on capability:

8.2.6.1 The 2 Mississippi Museums may require the ability of membership management (including sales of memberships and application of membership discounts or privileges to tickets and retail). Vendors responding to this RFP should provide their current availability for this functionality, but pricing is not required and should not be included with the cost proposal.

8.2.6.2 Multiple membership levels will be offered.

8.2.6.3 Memberships will have an expiration date that is one year from purchase date.

8.2.6.4 Membership cards will be issued with unique identification for each new member (both online and onsite). These cards should communicate benefits available for discounts on museum tickets and retail merchandise. This add on functionality will require equipment and supplies to produce membership cards.

8.2.6.5 Membership sales will require deposits in a separate bank account from ticketing and retail receipts.

8.2.6.6 Membership capability will require online and onsite sales of new memberships, renewals, and upgrades in membership levels.

8.2.6.7 Membership capability will require reporting for memberships.

8.2.7 Donations:

8.2.7.1 All sites require the ability to receive different types of donations (restricted and unrestricted), tributes, and memorials at the point-of-sale.

8.2.7.2 Reporting options are needed to show donations received by location.

8.2.7.3 Ability to process donations must be functional at the 2 Mississippi Museums site in September and onsite training at this location must occur prior to October 1, 2017.

8.2.8 Resource Management:

8.2.8.1 Assign people, places, and things to activities, classes, tours, or rentals.

8.2.8.2 Allow resource (people) to login to see/check schedules.

8.2.8.3 Resource management tools must be functional at the 2 Mississippi Museums site in September and onsite training must occur at this location prior to October 1, 2017.

8.3 The **retail point of sale (POS) system** will require a diverse software solution that provides multiple functions. All five locations will require retail point-of-sale. This includes touchscreen point of sale, barcode scanner, barcode label printer, receipt printer, credit card readers, mobile POS with credit card capabilities at the 2 Mississippi Museums, multiple site users, and multiple inventory functions. The retail point of sale system must be functional at the 2 Mississippi Museums site in September and onsite training at this location must occur prior to October 1, 2017. The selected software system should have an online store platform for future online store sales. The software system must be able to provide options for working offline in the event of power or network outages. Concise and customizable reporting for all of these features is necessary. The following software functions are necessary to effectively and efficiently manage the Mississippi History Store services:

8.3.1 POS system that integrates with the admission POS system in locations where both are required. This is necessary if admission tickets are to be sold in the store.

8.3.2 Touchscreen point of sale software to accurately and quickly service customer purchases utilizing most current barcode scanning technology Touchscreen must be customizable. System must be user friendly.

8.3.3 Quick, efficient and secure credit card processing options. EMV compliant processing is desired and should be included as optional upgrade by location.

8.3.4 Multiple inventory functions such as purchasing, receipts, sales, transfers, adjustments, and maintain up to date inventory for all sites as well as inventory at individual sites.

8.3.5 Solution must have capability to import existing inventory files or information easily before go-live in order to establish merchandise stock.

8.3.6 System must provide receipts, full barcoding support – printing and scanning and gift cards.

8.3.7 Training on software system.

8.3.8 Service and support for software, continued, and upgraded.

8.3.9 User friendly both online and in-house:

8.3.9.1 All screens and reports easily customizable.

8.3.9.2 Compatible with MDAH branding and web interface.

8.3.10 Multiple report options.

8.4 Vendor must provide a user manual for ticketing and retail point-of-sale solution for MDAH staff reference.

8.5 Vendor must provide a reporting manual for ticketing and retail point-of-sale solution for MDAH staff reference.

9. **Technical Requirements**

9.1 System Configuration:

9.1.1 Vendor must provide a complete response to the following system configuration questions or requests:

9.1.1.1 MANDATORY If proposed solution contains any hosted components, MDAH data must remain only in the United States of America.

9.1.1.2 Describe the client connection that will be used for the proposed solution (browser-based, full client, or thin client).

9.1.1.3 Describe whether the solution you are proposing is onsite, vendor-hosted, or a hybrid. If a hybrid, please provide details.

9.1.1.4 Describe third-party software packages that are required for your application to function correctly and indicate who is responsible for purchasing and maintaining licenses for this software.

9.1.1.5 Proposed system must be compatible with Microsoft Internet Explorer/Edge, Mozilla Firefox, Google Chrome, and Safari.

9.1.1.6 Proposed system must be compatible with Microsoft Windows 7 and later, MAC OSX, and iPad iOS versions.

9.1.1.7 Describe what functions are included in an administration module of the proposed solution.

9.1.1.8 Vendor must provide a systems administration manual.

9.1.1.9 Vendor must provide system configuration documentation.

9.1.1.10 Vendor must provide a system troubleshooting guide.

9.1.1.11 It is understood that MDAH owns the data and if MDAH no longer holds a contract with the vendor, the vendor will provide MDAH with a means to access the data along with the database and the table structure? Please describe how the vendor will do this.

9.1.1.12 Describe how the system supports access to the system remotely by approved users.

9.1.1.13 If remote support is necessary, how is it done?

9.1.1.14 Describe how the system provides for the use of remote devices such as laptops, tablet PCs, smart phones and other electronic devices.

9.1.1.15 Describe the system's archiving capabilities.

9.1.1.16 If proposed solution has an onsite hosted components, can these be placed in a virtual environment?

9.1.1.17 Describe your backup and recovery procedures.

9.1.1.18 How is your system data mirrored?

9.1.1.19 What is your disaster recovery plan; how soon do you guarantee the system will be functioning, partially/entirely?

9.1.1.20 Define your system's network security.

9.1.1.21 The back-end database will be accessible for entry and management.

9.1.1.22 The vendor solution must facilitate data import and export functions. Vendor will describe the process by which data is imported or exported from the proposed solution.

9.1.1.23 The base specification is that the import and export function must meet approved XML and/or CSV format and meet approved database security compliancy.

9.1.1.24 The system must have all modules utilize the same database software. Indicate what database software, licensing, and support is included in the quoted price, and whether this license is required to be purchased through the vendor or whether it may be purchased from the database software company.

9.1.1.25 The system must allow for full database backup and recovery.

9.1.1.26 The system must not have to be brought down to perform backup and must guard against data loss and/or corruption through routine system backup procedures.

9.1.1.27 The vendor must provide data migration from the current system into the proposed solution.

9.1.1.28 Vendor must describe the full system migration plan, as well as the vendor and purchaser roles and responsibilities in data migration. A test conversion of a sample of the current system will be necessary prior to full data migration in order to determine potential difficulties.

9.1.1.29 Online components of the proposed solution must be hosted with no client software other than internet browser and downloadable Java applets. Vendor must explain and provide requirements for any other proposed solution.

9.2 Security:

9.2.1 Data security for the proposed applications, system and interfaces shall employ the most current industry and U.S. government techniques such as AES, 3DES, etc. to ensure that all data is safeguarded from unauthorized access or use and programs are protected from any know cyber-attack or computer virus.

9.2.2 Bar code images shall be secured via encryption or other method to ensure the integrity of issued tickets.

9.2.3 Define the system's ability to provide secure system access, and how it provides for proper user validation and control of the user's ability to access, view and update information.

9.2.4 Explain the system's role-based security access and how you restrict access by user, module and field.

9.2.5 **MANDATORY** All sensitive data (i.e. Personal Identifying Information, Credit Card Numbers, etc.) must be encrypted in transit and at rest.

9.2.6 Does the system logout automatically if there is no user activity after a specified amount of time?

9.2.7 **MANDATORY** Login information such as user name and password will be encrypted during transmission from the client to the server. NOTE: Base-64 encoding is not acceptable.

9.2.8 **MANDATORY** All operating systems, programming and scripting languages, web servers, database servers, application servers, etc. must always be promptly patched and current with security updates.

9.2.9 **MANDATORY** All access, including administrative accounts, must be controlled and logged (i.e. firewalls, file system permissions, ACLs, database table permissions, packet logs, etc.).

9.2.10 Does your product(s), system(s) and/or service(s) prevent the use of shared credentials or accounts including administrative accounts?

9.2.11 Describe how your product(s), system(s) and/or service(s) authenticates and authorizes users?

9.2.12 **MANDATORY** Vendor must provide with proposal the most current PCI Standards Compliance attestation certification. Vendor product(s) and/or system(s) must be PCI (Payment Card Industry) compliant and compliance must be maintained.

9.2.13 Does your company alert customers to vulnerabilities and security issues in a timely fashion? If so, please describe your process

9.2.14 For hosted services, are intrusion detection technologies and firewalls utilized on the hosted system(s)?

9.2.15 For hosted services, describe how your facility is physically secured?

9.2.16 For hosted services, does your network or facility undergo vulnerability scanning and penetration testing?

9.2.17 For hosted services, do your employees hold Information Technology Security certifications and/or secure coding certifications? If so, please describe them.

9.3 Program Access:

9.3.1 The proposed solution must have the capability to allow off-site access via security/password protected portals which would allow limited/privileged MDAH staff to log in online and review/update/troubleshoot from off-site locations.

9.3.2 The proposed solution must have the capability to set up temporary locations via wireless connections which would allow each stand-alone location to sell tickets and/or review accounts so as to provide customer service at locations other than the defined permanent ticket office.

9.3.3 The proposed solution must allow a user to access the system via a browser with only an assigned User ID and password.

9.3.4 **MANDATORY** The proposed solution must be able to provide an audit trail of users who have accessed the system.

9.3.5 **MANDATORY** The proposed solution must have multiple layers of security and access control.

9.3.5.1 Access to the proposed solution must be controlled with a user name, password, as well as access control groups and roles.

9.3.5.2 The proposed solution must support SSL. Users must be able to limit access to sensitive data by individual or group.

9.4 Website Features:

9.4.1 The proposed solution must have a secure website. Please describe any anti-hacker technology and anti-virus programs used to protect your on-line system(s). Also, please identify the continuous measures being taken by your company to deal with the computer "bot" programs aimed at grabbing large volumes of inventory. Please discuss what measures and technologies are employed to protect the security of on-line ticket purchasers who may use credit or debit cards to pay for their tickets. Conversely,

describe any measures employed to identify any fraudulent or stolen credit or debit cards that individuals may attempt to use to obtain tickets.

9.4.2 Please provide a description of your organizations philosophy on creating a "Private Label Web Site" for the MDAH and if this will be consistent with the appearance of the current MDAH website. Explain how tickets will be purchased from a private label site, whether or not the sales process includes a separate link to your web site, or if the appearance of the MDAH brand is present throughout the sales process.

9.5 System Redundancy:

9.5.1 Vendor’s proposed solution must have 100% redundant systems, which are available to both ticket sellers and on-line ticket purchasers, 24 hours a day, seven days a week. These systems must replicate each other on a "real time" basis so that if one system is incapacitated, for any reason, the other system is able to assume the additional volume with no significant impact on the system performance or end user response times. The Vendor must discuss/document how these systems are load balanced to automatically respond to sudden bursts of activity in one or more locations. In the event of a failure, when the failed system comes back on-line, it must automatically re-sync with the other site(s) so that these systems will again be identical.

9.6 Software upgrades and versions:

9.6.1 Vendor will provide support, maintenance, and system upgrades as required.

9.6.2 Vendor will provide software license agreement.

9.6.3 Product upgrades must be included as part of annual maintenance fee. Proposals should specify the general frequency of updates, whether upgrades are included, consequences of failure to install updates, and how updates impact customization of the software.

9.6.4 Any and all custom configurations made will be totally supported when any version/software upgrade is made with no additional programming or cost.

9.6.5 The vendor must provide revised documentation with each upgrade of the software appropriately and in a timely manner.

9.6.6 The vendor must provide a release schedule from last year that includes patches.

9.6.7 Vendor should answer the following questions in proposal response:

9.6.7.1 What is the current release level of the software product, and how long has it been available to the clients?

9.6.7.2 How do you determine what functions are provided in future software releases?

9.6.7.3 How does the client provide input?

9.6.7.4 What is your testing process for new releases/patches and critical fixes?

9.7 Payment Processor:

9.7.1 The approved payment processor for the State of Mississippi is Mississippi Interactive (MSI).Vendors responding to this RFP must work to include MSI as the payment processor for the proposed solution either immediately before go-live of the 2 Mississippi Museum site or within 5 years of system installation of all sites included in this RFP.

9.7.2 Vendors submitting proposals must furnish the most current Payment Card Industry (PCI) compliance report from a Qualified Security Assessor (QSA) with their proposal. If Mississippi Interactive (MSI) is not the initial payment processor for the proposed solution at go-live, the vendor (a) annually and at such other times as MDAH may from time to time request provide a certification of compliance of such product, service or System with PCI Standards, (b) maintain such compliance with respect to any version of such Vendor product, service or System used by MDAH or any Affiliate throughout the term of the Agreement or any relevant license granted by Vendor under the Agreement, and (c) not charge MDAH or any Affiliate any fee or other amount with respect to such compliance or certification thereof.

9.7.3 Once Mississippi Interactive (MSI) is installed as the payment processor for the proposed solution, MSI will serve as the single point of entry for all e-commerce transactions. Awarded vendor will use Mississippi's official payment processor for any of the following services where payment is required: (1) Web services, (2) mobile services, (3) over-the-counter payment processing services, (4) kiosk services, and (5) lock box services. The payment methods accepted through MSI include Visa, MasterCard, American Express, Discover, electronic check and subscription (monthly billed).

9.7.4 Once Mississippi Interactive (MSI) is installed as the payment processor for the proposed solution, MSI will be responsible for Payment Card Industry (PCI) compliance on behalf of the State, though any future change in Federal PCI standards may require additional support from the State entity and awarded vendor. MSI's Transaction Processing Engine (TPE) is certified compliant with the PCI Data Security Standard (DSS) and compliant with the Payment Application Best Practices (PABP) standards. It is also listed as a Validated Payment Application by VISA. TPE is hosted at NIC's Central Data Center in Ashburn Virginia and complemented with a backup facility in Allen, Texas. NIC is certified by PCI-DSS as a Level 1 Service Provider for this environment.

9.7.5

10. **Equipment Requirements**

10.1 Each of the five sites requires POS terminals that have at least 15" – 17" touchscreen monitors, cash drawers, barcode scanners, receipt printers and EMV compliant credit card processing with customer signature capture screen. Five terminals will require a barcode label printer – three of these at the 2 Mississippi Museums. One of the MDAH sites will require two mobile POS devices (tablets) with credit card processing and receipt printing capability. One of the MDAH sites will require two scanners for ticket redemption plus one backup. The following table displays the equipment requirements for each site:

Site	Touchscreen POS Terminal with EMV compliant credit card processing	Barcode label printer attached to a POS Terminal	Mobile POS Tablet and receipt printer	Ticket redemption scanner
2 Mississippi Museums	4	3	2	3
Eudora Welty House and Garden	1	0	0	0
Old Capitol Museum	1	0	0	0
Grand Village of Natchez Indians	1	1	0	0
Historic Jefferson College	1	1	0	0

10.2 RFP responses must include details for proposed equipment by site including make, model, and cost for components.

10.3 Vendor is required to provide recommendations for proposed hardware "end of life" replacement during the 3 to 5 year life cycle of each equipment item.

10.4 Vendor must ensure the proposed hardware replacement works with the proposed software.

11. **Support Requirements**

11.1 MDAH will require 24/7 technical support. Please describe in detail your Technical Support Program, include on-site technical support capabilities on an as-needed basis and the associated costs.

11.2 Vendor must respond by telephone within 30 minutes to requests for support services. The Agency must be given priority placement in the support queue for all System locking situations or problems claimed by Agency to be a mission critical process.

11.3 Upon receipt of the Agency's call, Vendor must create a trouble ticket, assign a severity level and attempt to resolve the System problem in accordance with the procedures and processes for problem resolution detailed below. The Agency and Vendor must mutually agree on whether a problem is classified as a **Severity Level 1 or 2 problems**.

11.3.1 Severity Level 1 could imply that the System is not functioning due to a hardware issue. Some examples of this type of Severity Level 1 System problems are: System is down and will not restart; or System is not able to communicate with external systems or users; or System is generating a data corruption condition.

11.3.1.1 Vendor must resolve Severity Level 1 Hardware System problems within 4 hours, or within a mutually agreed upon time frame.

11.3.2 Severity Level 1 could also imply that an essential software function does not work as documented, or testing and usage can continue but the task cannot be completed, and no workarounds exist.

11.3.2.1 Vendor must resolve Severity Level 1 System problems within 4 hours, or within a mutually agreed upon time frame.

11.3.3 Severity Level 2 implies a System problem such that implementations of functions do not match specifications and/or technical documentation, and a workaround may exist.

11.3.3.1 Vendor must resolve Severity Level 2 System problems within five (5) business days, or within a mutually agreed upon time frame.

11.4 Vendor must provide an escalation contact information list which includes the following: (1) Escalation Team, (2) Escalation Supervisor, (3) Manager, (4) Director, (5) Vice President, and (6) CEO.

12. **Interface with State's Accounting System**

12.1 Vendor must integrate retail and ticket transactions with Mississippi's statewide accounting and procurement system of record – MAGIC (Mississippi's Accountability System for Government Information and Collaboration). At least six (6) weeks prior to service launch the awarded vendor will be required to work with MDAH and the MS Department of Finance and Administration (DFA) to set up corresponding charges table entries. After appropriate edits are made to the charges table, awarded vendor will be required to work DFA and MDAH to insure adequate testing, confirming the application transactions are posting to MAGIC. A live transaction test must be completed no later than fourteen (14) business days before service launch, December 9, 2017.

13. **Training**

13.1 Vendor must propose onsite training for at least ten (10) users and four (4) administrators of Agency personnel at the 2 Mississippi Museums site. Vendor must also propose onsite training at each of the other sites in this RFP. Training at all sites will take place only after sites have installed, functional equipment. Vendor must train designated staff person in all aspects of systems administration for the proposed System. Agency staff must be trained in query and reporting tools.

13.2 **MANDATORY** Training at the 2 Mississippi Museums site must take place on installed, functional equipment before October 1, 2017.

13.3 Vendor must describe the proposed training plan to include class objectives, scope, length of each class, class size and subject materials to be taught, and identify the costs associated with this requirement.

13.4 In addition, Vendor must furnish a training tutorial and/or instructional materials that will enable a new employee to perform system-related functions from day one of employment. This tutorial must take the employee through a stepwise introduction of each task necessary to perform basic operating functions of the system. The tutorial must be updated with each update the Vendor makes to their application software.

14. **Implementation Requirements**

14.1 While there are five sites required as part of this RFP, priority for implementation belongs with the 2 Mississippi Museums scheduled to open on December 9, 2017. Efforts of implementation must first be aimed at completing equipment installation and onsite training at the 2 Mississippi Museums site before October 1, 2017. <u>Vendor proposals must include a schedule of implementation to indicate time length for phases by site and in total for all sites</u>. Part of the non-cost points grading for this RFP scoring will be based on the vendors ability to deploy resources directed at implementation at the five sites in this order of priority: 1) the 2

Mississippi Museums opening December 9, 2017, 2) Eudora Welty House and Garden, 3) Old Capitol Museum, 4) Grand Village of Natchez Indians, 5) Historic Jefferson College.

14.2 Vendor proposals must include a testing plan for equipment and system functions that includes acceptance test criteria, a method to report test results, and a test failure log and remediation report.

14.3 Vendor must perform load/stress and performance testing on each module and deliver the results of the testing.

14.4 The vendor must create documentation reporting the results of performance and load/stress testing.

14.5 Vendor must be onsite at the 2 Mississippi Museums December 12-17 for immediate assistance to staff as visitors are first starting to pay admission fees.

15. Additional Requirements

15.1 **MDAH** acknowledges that the specifications within this RFP 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.

16. Scoring Methodology

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

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

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

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

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

RFP Scoring Methodology

Category	**Possible Points**
Non-Cost Categories:	
Vendor Experience, Project Management, References	15
Functional Requirements	10
Technical Requirements	10
Support Requirements	10
Training Requirements	10
Implementation Plan Related To MDAH Site Priorities	10
Total Non-Cost Points	**65**
Costs should be itemized by site. Each site requires a 5 year life cycle cost. Total lifecycle of all sites combined to score based on formula[1]	
Total Cost Points[1]	**35**
Total Base Points	100
Value Add[2]	5
Maximum Possible Points	**105**

16.2 [1] Cost points will be awarded based on lowest total lifecycle costs. See Item 16.3 below for details.

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

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

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

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

Non-Cost Categories	**Possible Points**
Vendor Experience, Project Management, References	15
Functional Requirements	10
Technical Requirements	10
Support Requirements	10
Training Requirements	10
Implementation Plan Related To MDAH Site Priorities	10
Maximum Possible Points	**65**

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

16.3.2.3 MDAH scores the non-cost categories on a 10-point scale, with 9 points for meeting the requirement. The 'Meets Specs' score for each category is 90% of the total points allocated for that category. For example, the 'Vendor Experience, Project Management, References' category was allocated 15 points; a proposal that fully met all requirements in that section would have scored 13.5 points. The additional 10% is used for a proposal that exceeds the requirement for an item in a way that provides additional benefits to the state.

16.4 Stage 3 – Cost Evaluation

16.4.1 Points will be assigned using the following formula:

(A/B)*n

Where:

A = Total lifecycle cost of lowest valid proposal

B = Total lifecycle cost of proposal being scored

n = Maximum number of points allocated to cost for acquisition (35 points)

16.4.2 Cost categories and maximum point values are as follows:

Cost Category	**Possible Points**
Costs itemized by site; each site requires a 5 year lifecycle cost; total lifecycle of all sites combined is graded for points in cost evaluation.	
Maximum Possible Points	**35**

16.5 Stage 4 – Selection of the successful Vendor

16.5.1 On-site Demonstrations and Interviews

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

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

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

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

16.6 Final Quantitative Evaluation - Following any requested presentations, demonstrations, and/or site visits, the Evaluation Team will re-evaluate any technical/functional scores as necessary. The technical/functional and cost scores will then be combined to determine the Vendor's final score.

SECTION VIII
COST SUBMISSION

Vendors must propose a summary of all applicable cost information in the table summary that follows on this page. The table must be supplemented by an itemization fully detailing the basis of each cost category. The level of detail must address the following elements as applicable: item, description, quantity, retail, discount, extension, and deliverable. Any cost not listed in this section may result in the Vendor providing those products or services at no charge to the State or face disqualification.

RFP COST SUMMARY FORM

Site	Year 1	Year 2	Year 3	Year 4	Year 5	Total
2 Mississippi Museums						
Eudora Welty House and Garden						
Old Capitol Museum						
Grand Village of Natchez Indians						
Historic Jefferson College						
Total						

SECTION IX
REFERENCES

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

1. **References**

1.1 The Vendor must provide at least 3 references consisting of Vendor accounts that the State may contact. Required information includes customer contact name, address, telephone number, email address, and engagement starting and ending dates. Forms for providing reference information are included later in this RFP section. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession.

1.2 Any of the following may subject the Vendor's proposal to being rated unfavorably relative to these criteria or removed from further consideration, at the State's sole discretion:

1.2.1 Failure to provide reference information in the manner described;

1.2.2 Inability of the State to substantiate minimum experience or other requirements from the references provided;

1.2.3 Non-responsiveness of references to the State's attempts to contact them; or

1.2.4 Unfavorable references that raise serious concerns about material risks to the State in contracting with the Vendor for the proposed products or services.

1.3 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:

1.3.1 The reference installation must be for a project similar in scope and size to the project for which this RFP is issued;

1.3.2 The Vendor must provide a minimum of 3 reference installations that have been operational for at least two (2) years with a similar size, scope, and capacity as the Museum of Mississippi History and the Mississippi Civil Rights Museum.

1.3.3 Vendor must include demonstrated examples using the references provided of the Vendor's ability to meet the requirements in Section VII, Item 8.1.

1.4 The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware,

including the procuring agency and/or other agencies or institutions of the State, even if that customer is not included in the Vendor's list of references, and to utilize such information in the evaluation of the Vendor's proposal.

1.5 Unless otherwise indicated in the Scoring Methodology in Section VII, reference information available to the State will be used as follows:

1.5.1 As documentation supporting mandatory experience requirements for companies, products, and/or individuals, as required in this RFP;

1.5.2 To confirm the capabilities and quality of a Vendor, product, or individual for the proposal deemed lowest and best, prior to finalizing the award.

1.6 The State reserves the right to forego reference checking when, at the State's sole discretion, the evaluation team determines that the capabilities of the recommended Vendor are known to the State.

2. Subcontractors

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

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

REFERENCE FORM

Complete 3 Reference Forms.

Contact Name:
Company Name:
Address:
Phone #:
E-Mail:
Project Start Date:
Project End Date:

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

SUBCONTRACTOR REFERENCE FORM

Complete a separate form for each subcontractor proposed.

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

Scope of services/products to be provided by subcontractor:

Complete three (3) Reference Forms for each Subcontractor.

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

EXHIBIT A
MDAH LEGAL TERMS & CONDITIONS

A properly executed contract is a requirement of this RFP. Vendors were instructed in Section VII, Item 6.13 to provide a copy of their standard license agreement for review by the State. The following contract terms shall be incorporated into any contract resulting from this Request for Proposal (RFP).

1) Consideration & Method of Payment: Any references to the payment of invoices and the imposition of late fees or interest within a specified time frame less than that allowed to a state agency for payment of invoices under the Mississippi statutes (Section 31-7-1 et seq., of the Mississippi Code and other relevant statutes) are hereby deleted. Contractor shall submit invoices with the appropriate documentation to the State as services are rendered. Contractor shall submit invoices and supporting documentation electronically during the term of the contract using the processes and procedures identified by the State. The State agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by MDAH within forty-five (45) days of receipt of the invoice. All payments shall be in United States currency. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Contractor's choice.

2) Taxes: Contractor understands and agrees that the State is exempt from the payment of taxes pursuant to Sections 27-65-1, et seq., and 27-67-1, et seq., of the Mississippi Code Annotated.

3) Term of Contract: Any references to automatic renewals of the contract term shall be deleted. The contract term is for five (5) years from the date it is signed by all parties.

4) Service Warranty: The Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to MDAH, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse MDAH the fees paid to Contractor for the unsatisfactory services.

5) MEPA Warranty: If applicable under the given circumstances, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets

the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

6) Employment Status: Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.

7) 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.

8) Assignment: Neither party may assign or otherwise transfer the contract 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 contract shall be binding upon the parties' respective successors and assigns.

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

10) 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) due to unavailability of funds to MDAH; (c) If either party fails to comply with the terms of this Agreement, the non-defaulting party may terminate the Agreement upon the giving of thirty (30) days written notice unless the breach is cured within said thirty (30) day period; (d) MDAH may terminate the Agreement in whole or in part without the assessment of any penalties upon thirty (30) days written notice to Contractor if Contractor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, or (e) MDAH may terminate the Agreement for any reason without the assessment of any penalties after giving thirty (30) days written notice specifying the effective date thereof to Contractor. The provisions of this Article do not limit either party's right to pursue any other remedy available at law or in equity.

11) 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. Contractor expressly agrees that under no circumstances shall MDAH be obligated to pay an attorney's fee, prejudgment interest or the cost of legal action to Contractor. Further, nothing in this Agreement shall affect any statutory rights MDAH may have that cannot be waived or limited by contract.

12) 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.

13) 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.

14) Hold Harmless: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect and exonerate MDAH and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Contractor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform this Agreement. Any references to the State indemnifying or holding harmless the Contractor shall be deleted. Pursuant to Section 100 of the Mississippi Constitution, the State can't agree to indemnify a vendor.

15) Third Party Action Notification: Contractor shall notify MDAH in writing within five (5) business days of Contractor 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 Contractor or MDAH by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Contractor's performance under this Agreement. Failure of the Contractor to provide such written notice to MDAH shall be considered a material breach of this Agreement and MDAH 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.

16) Authority To Contract: Contractor 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.

17) 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. MDAH address for notice is: Katie Blount., Executive Director, Mississippi Department of Archives and History, 200 North Street, Jackson, Mississippi 39201.

18) Record Retention & Access To Records: Contractor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. MDAH, any state or federal agency authorized to audit MDAH, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Contractor'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 Contractor's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Contractor 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.

19) Insurance: Contractor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Contractor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Contractor will, upon request, furnish MDAH with a certificate of conformity providing the aforesaid coverage. All references to the State being required to purchase insurance are deleted. The State is self-insured and will not be required to purchase casualty and liability insurance.

20) Disputes: Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Contractor and MDAH, shall be decided by the Executive Director of MDAH or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity. Any references to mediation or to binding arbitration or to the State waiving its rights to a trial by jury shall be deleted.

21) Compliance With Laws: (A) Contractor shall comply with, and all activities under this Agreement shall be subject to, all MDAH policies and procedures, and all applicable federal, state, and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Contractor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability. Further, if applicable, Contractor shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein. (B) Contractor represents and warrants that it will comply with the state's data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Contractor represents and warrants that it will comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act").

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

23) Confidential Information: (A) Contractor shall treat all MDAH data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of MDAH. In the event that Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform MDAH and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Agreement on behalf of, or under the rights of the Contractor following any termination or completion of this Agreement. (B) With the exception of any contract exhibits attached to the contract which are labeled as "confidential", the parties understand and agree that the Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Contractor. MDAH will provide third party notice to Contractor of any requests received by MDAH for any such confidential contract exhibits so as to allow Contractor the opportunity to protect the information by court order. (C) The parties understand and agree that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of the Agreement shall not be deemed confidential information.

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

25) Compliance with Enterprise Security Policy: Contractor and the State understand and agree that all products and services provided by Contractor under this Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Contractor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

26) Transparency: In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: https://www.transparency.mississippi.gov. Prior to MDAH posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by MDAH. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

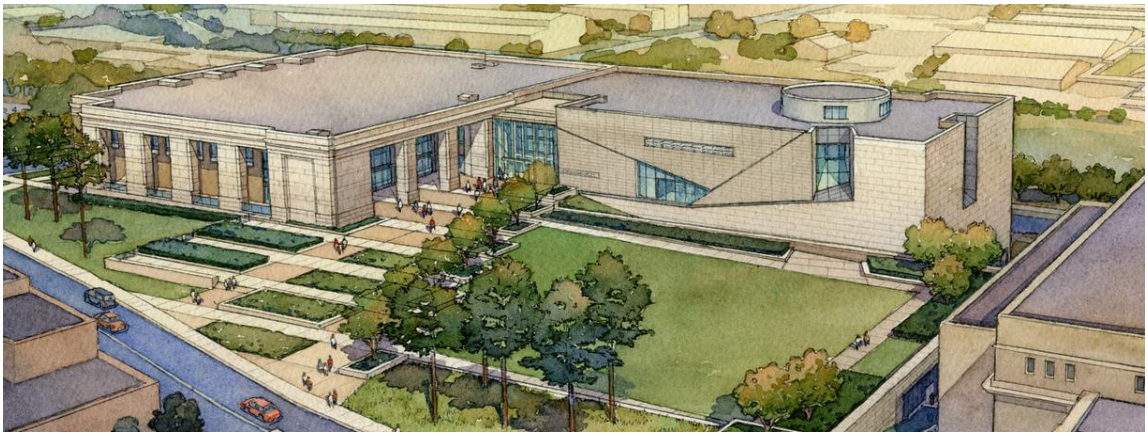
27) Entire Agreement: (I) The RFP No. 2017-2 and Contractor's Proposal in response thereto are hereby incorporated into and made a part of the contract. The contract made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

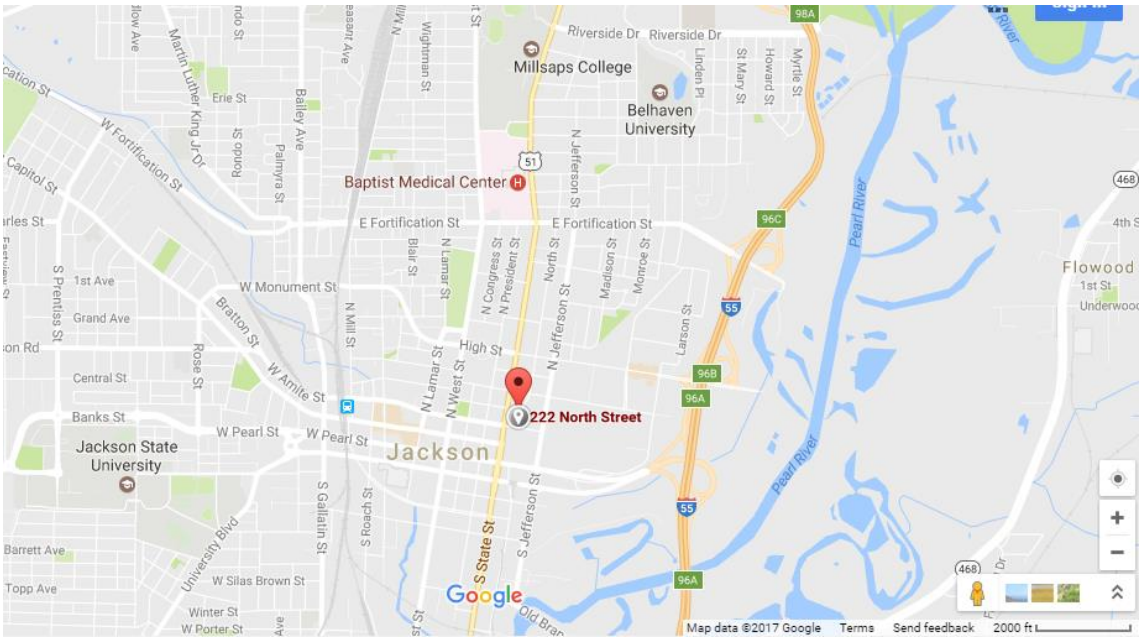
A. The contract signed by the parties hereto;
B. Any exhibits attached to the contract;
C. RFP No. 2017-2 and written addenda, and
D. Contractor's Proposal, as accepted by the State, in response to RFP No. 2017-2.

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

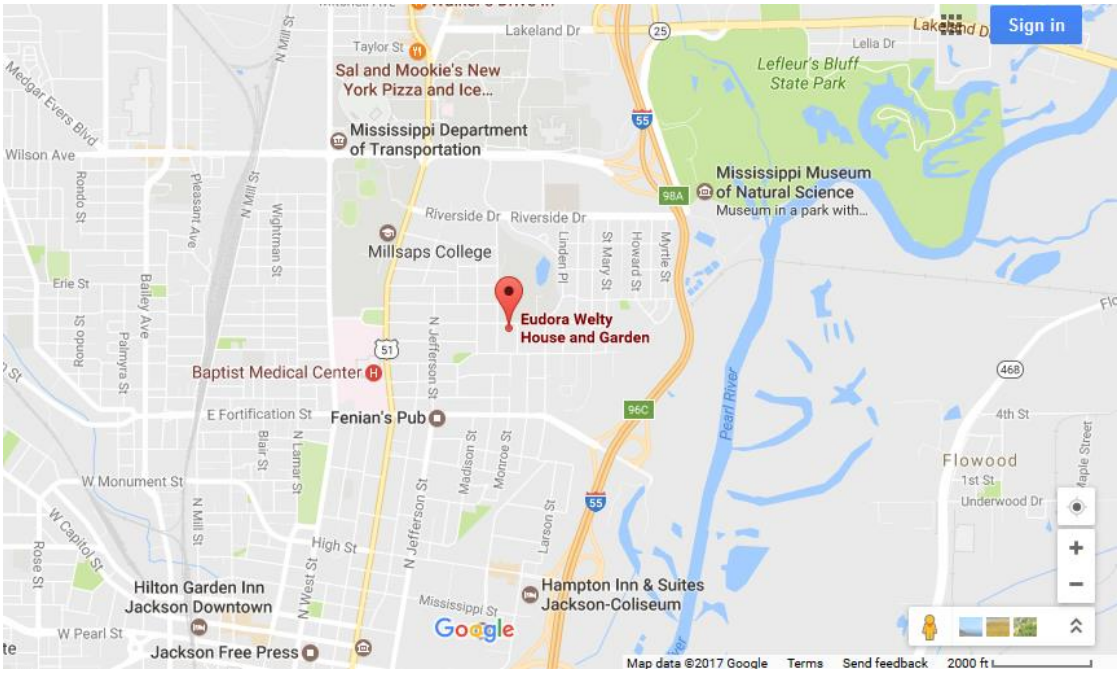
EXHIBIT B
Mississippi Department of Archives and History Sites for RFP 2017-2

1) 2 Mississippi Museums – 222 North Street, Jackson, MS 39201.The Museum of Mississippi History and the Mississippi Civil Rights Museum. A state-of-the-art 200,000 square-foot center that will display, preserve and store over 22,000 artifacts as well as benefit thousands of people a year through museum visits, public programs, and educational outreach. This site is scheduled to open to the public on December 9, 2017. http://www.mdah.ms.gov/2MM/

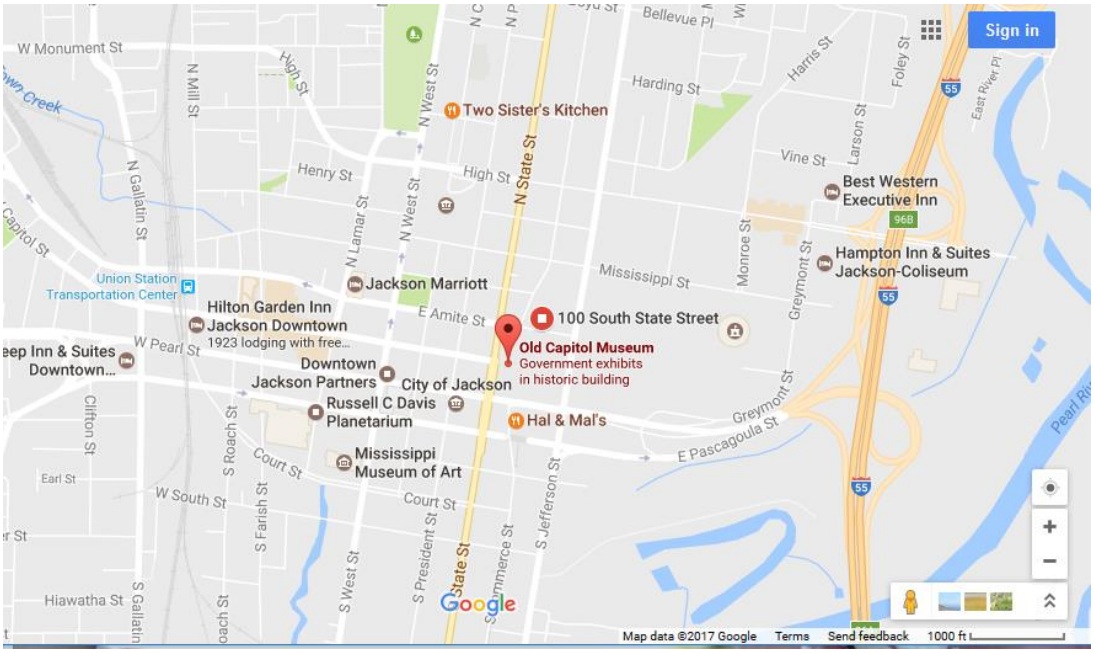




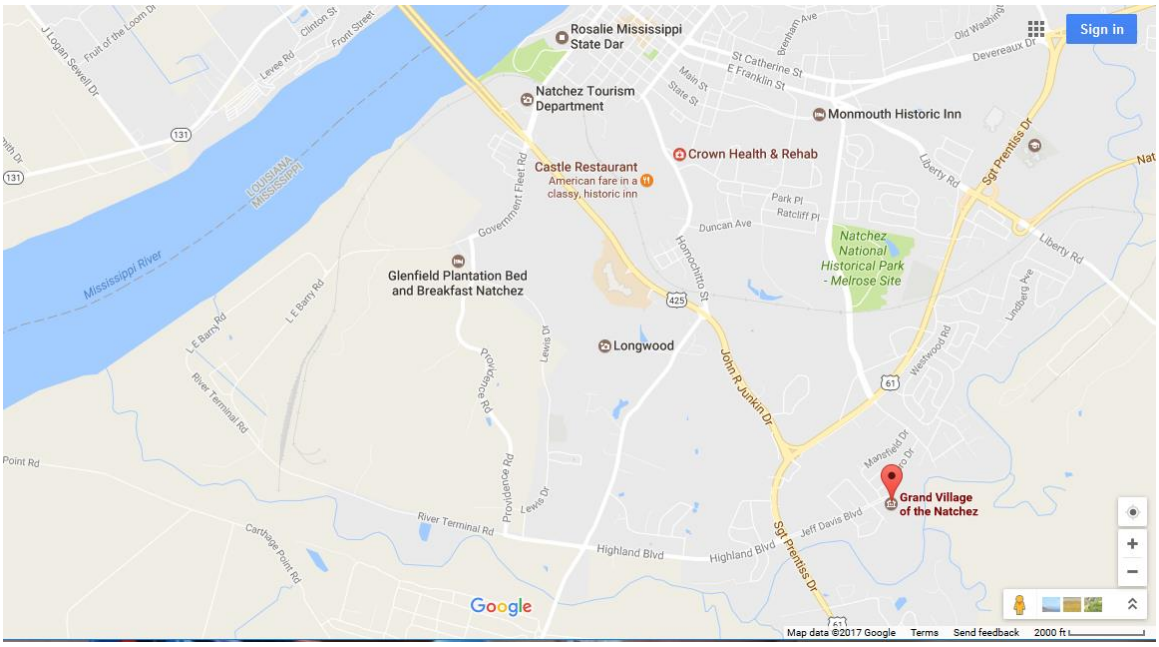
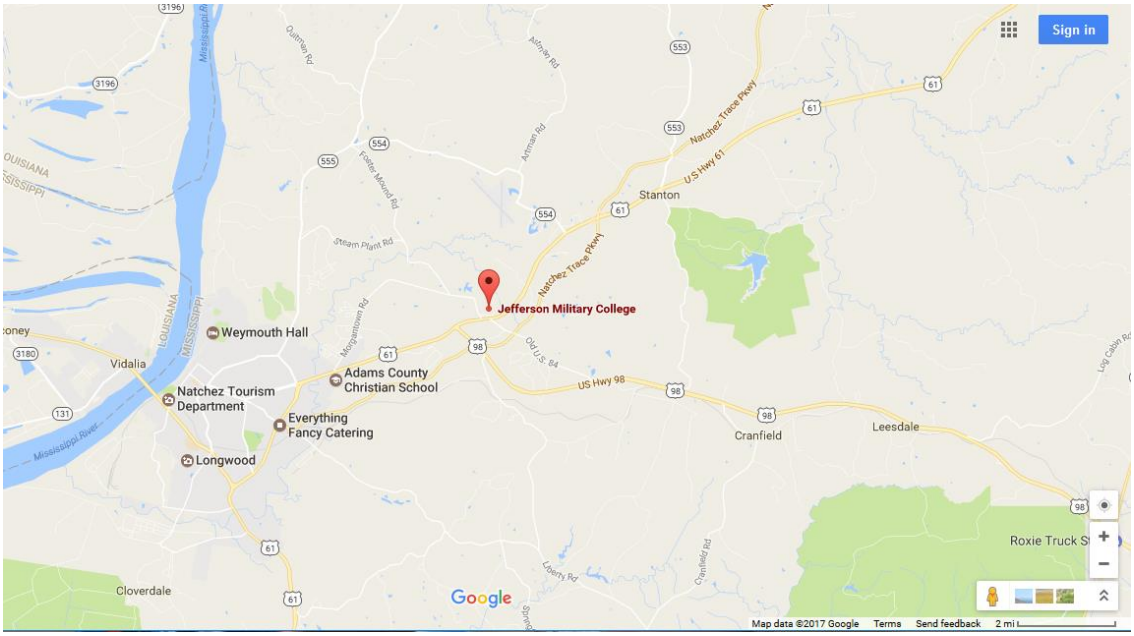
2) Eudora Welty House and Garden – 1119 Pinehurst St. Jackson, MS 39202.The home of Pulitzer Prize-winning author Eudora Welty now a National Historic Landmark and open to the public for tours. http://www.mdah.ms.gov/new/visit/eudora-welty-house/



3) Old Capitol Museum – 100 S State St., Jackson, MS 39201. The seat of Mississippi government from 1839 to 1903 is a National Historic Landmark and currently a museum open to the public. It was built in the Greek Revival architectural style and is characterized by limestone exterior, copper dome, and grand interior spaces. http://www.mdah.ms.gov/new/visit/old-capitol-museum/



4) Grand Village of Natchez Indians – 400 Jeff Davis Blvd, Natchez, MS 39120. A 128-acre site featuring three prehistoric Native American mounds, a reconstructed Natchez Indian house, museum, and gift shop.
http://www.mdah.ms.gov/new/visit/grand-village-of-natchez-indians/



5) Historic Jefferson College – 16 Old N St, Natchez, MS 39120. The site of the first institution of higher learning chartered in the Mississippi Territory is listed on the National Register of Historic Places. It was restored by MDAH in phases completed in 1977 and 1984. Today it features a museum and several original buildings, including the East Wing (circa 1819), President's House (circa 1835), and West Wing (circa 1839). http://www.mdah.ms.gov/new/visit/historic-jefferson-college/