

INVITATION FOR BIDS

IFB RFX Number: 3160007165

Agency Alignment and Optimization Consulting Services

Issue Date: January 31, 2025

CLOSING TIME AND DATE

Bids must be received by: 3:00 PM CST, February 14, 2025

CLOSING LOCATION

Mississippi Department of Information Technology Services

3771 Eastwood Drive

Jackson, Mississippi 39211

BID COORDINATOR

Lori Adams, Accounting Specialist

Telephone: (601) 432-8045

E-mail: lori.adams@its.ms.gov

Attachment A BID COVER SHEET

Bids are to be submitted via email at lori.adams@its.ms.gov, U.S. mail, postage prepaid or by personal delivery as listed below, on or before 3:00 PM CST, February 14, 2025.

PLEASE MARK YOUR ENVELOPE:

IFB Agency Alignment and Optimization Consulting Services IFB RFX Number 3160007165

Opening Date: 3:00 PM CST, February 14, 2025

Mississippi Department of Information Technology Services Attention: Lori Adams, Accounting Specialist

3771 Eastwood Drive

Jackson, Mississippi 39211

SEALED BID – DO NOT OPEN

Name of Company: Berry, Dunn, McNeil & Parker, LLC

Quoted By: Charlie Leadbetter, Principal

Signature: 

Address: 2211 Congress St.

City/State/Zip: Portland, ME 04102-1955

Telephone: 207-541-2249

Fax Number: 207-774-2375

E-Mail Address: cleadbetter@berrydunn.com

Name and phone number of Company Representative to be contacted by Agencies seeking to contract for services pursuant to this IFB: Charlie Leadbetter, Phone: 207-541-2249,
email: cleadbetter@berrydunn.com

In addition to providing the above contact information, please answer the following questions regarding your company:

What year was your company started?

1974

Please note: BerryDunn is the brand name under which Berry, Dunn, McNeil & Parker, LLC and BDMP Assurance, LLP, independently owned entities, provide services.

Since 1974, BerryDunn has helped businesses, nonprofits, and government agencies throughout the U.S. and its territories solve their greatest challenges. The firm's tax, advisory, and consulting services are provided by Berry, Dunn, McNeil & Parker, LLC, and its attest services are provided by BDMP Assurance, LLP, a licensed certified public accounting (CPA) firm. BerryDunn is headquartered in Portland, Maine, and serves clients nationally through our 10 office locations.

BerryDunn recently made changes to enhance operational efficiencies and position the firm for future growth and innovation. In 2024, Berry Dunn Inc., originally formed to service the payroll functions of Berry, Dunn, McNeil & Parker LLC, merged with Berry, Dunn, McNeil & Parker, LLC. Additionally, the audit and attest partners of Berry, Dunn, McNeil & Parker LLC formed BDMP Assurance, LLP to handle those specific services. As of January 1, 2025, BerryDunn is the brand name for both entities, with tax, advisory, and consulting services provided by Berry, Dunn, McNeil & Parker, LLC, and attest services by BDMP Assurance, LLP, a licensed CPA firm. The ownership and management team remain the same.

How many years has the firm been in business of performing the services called for in this IFB?

BerryDunn has provided consulting services for 38 years. Since 2010, BerryDunn consultants have worked for government IT agencies providing assessments that include strategic alignment between IT and the business, development of strategic and/or governing frameworks, and organizational structure assessments.

In Table 1, on the following page, we have included a list of representative BerryDunn projects from our 15 years of working with clients to optimize structure, provide strategic focus, and enhance collaboration and cohesion within management teams. The table, as a whole, represents a collective 31 and a half years of experience across our firm. This work with public- and private-sector clients across the country demonstrates our experience providing services similar to those requested by Information Technology Services (ITS).

For brevity, we have only included a high-level description of these projects. We would be pleased to provide additional information about these or other projects at ITS' request.

Table 1: Relevant Experience

Client (dates)	Project Description
Arizona Health Care Cost Containment System (10/2021 to 4/2022)	IT Governance Maturity Assessment
California, Santa Monica College (6/2019 to 2/2020)	Master Plan for Technology Services
Colorado Division of Child Support Services (12/2017 to 6/2018)	IT Governance Model and Process
Colorado Office of the State Auditor (9/2017 to 2/2019)	Evaluation of State IT Resources
Community College System of New Hampshire (12/2015 to 4/2017)	IT Security Risk Assessment and IT Organizational Assessment
Connecticut, University of Saint Joseph (1/2013 to 6/2013)	IT Organizational Assessment, Planning, and Roadmap Development
Georgia, Glynn County (3/2013 to 7/2014 and 6/2015 to 2/2016)	IT Department Master Plan, Security Audit, Opportunities and Risk Assessment
Idaho State Liquor Division (3/2018 to 7/2018)	Assessment of Business and Operational Practices
Massachusetts Office of the State Auditor (4/2012 to 10/2013)	IT Roadmap and Staffing Plan
Massachusetts, City of Cambridge (11/2013 to 5/2014)	IT Staffing Assessment and Realignment
Missouri, Lindbergh Public Schools (3/2019 to 8/2019)	Technology Services Assessment
New Hampshire, Granite State College (7/2015 to 10/2015)	IT Organization Assessment
New Hampshire, University of New Hampshire: (7/2010 TO 10/2010)	IT Services and Organizational Assessment
North Carolina, Appalachian State University (9/2021 to 3/2022)	Assessment of Campus-Wide Organizational Structure
North Dakota Information Technology and Department of Human Services	Operational Assessment

Client (dates)	Project Description
(8/2020 to 2/2021)	
Oklahoma Human Services, Technology Business Management Division (8/2023 to 12/2023)	Organizational Structure Assessment
Oregon Department of Environmental Quality (9/2020 to present)	Organizational Strategic Plan
Oregon Enterprise Information Services (3/2022 to present)	Integrated IT Service Management Assessment and Planning
Pennsylvania, Montgomery County (4/2018 to 10/2018)	IT Staffing Assessment
Texas, City of Farmers Branch (5/2019 to 9/2019)	IT Staffing Analysis
Utah, City of South Jordan (11/2012 to 6/2013)	Strategic Technology Plan
Virginia, Loudoun County (11/2016 to 4/2017)	Technology Staffing Analysis
Warner Pacific University (9/2017 to 4/2018)	Alignment of IT Strategy
Washington Department of Social and Health Services (11/2022 to present)	Organizational Assessment, Organizational Change Management, and IT Governance Framework Services
Washington, Metro Parks Tacoma (1/2019 to 12/2023)	IT Strategic Planning and Organizational Assessment and Development Consulting, Leadership Development and Coaching
West Virginia Bureau of Medical Services (6/2022 to 6/2023)	Organizational Development and Strategic Planning Services Project

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation.

Berry, Dunn & McNeil began as a partnership on January 7, 1974, incorporated in Portland, Maine.

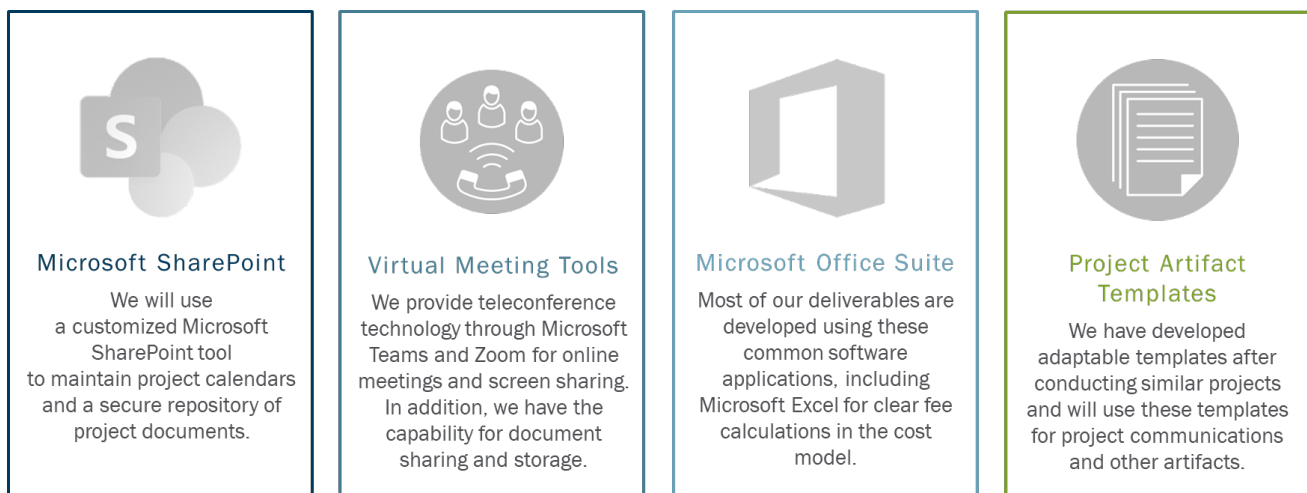
BerryDunn
2211 Congress Street
Portland, ME 04102-1955

Telephone: 207.541.2200
Toll-Free Number: 800.432.7202
Fax Number: 207.774.2375
www.berrydunn.com

If your company is not physically located within the vicinity, how will you supply Consulting Services to the agency?

BerryDunn is accustomed to performing project tasks remotely as needed, leveraging technologies such as Zoom, MS Teams, and MS SharePoint with state agency staff who have a range of technical skills and capabilities. We have worked remotely with numerous clients across the country to successfully engage with them and perform project activities similar to those in scope of Mississippi Department of ITS project. We will leverage similar strategies and tools, as shown in Figure 1 below, to help guide the ITS' project to success.

Figure 1: Technology Toolkit



We will also travel to ITS' office for key fact-finding activities, workshops, and/or presentations—as determined in collaboration with ITS.

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms.

No. BerryDunn is not currently for sale or involved in any transactions to expand or become acquired by another business entity.

Is your company licensed and/or certified to provide Consulting Services as required by any and all applicable Federal and State law(s)?

No licenses and/or certifications exist that are required by Federal and State law, specifically related

to providing the Consulting Services required in this IFB.

List all licenses or permits your company possesses that are applicable to performing the services required in this IFB.

There are no licenses or permits that BerryDunn possesses that are applicable to performing the services required in this IFB.

For how many customers has your company provided Consulting Services in the past two years?

BerryDunn is a top 50 CPA firm that conducts thousands of projects each year, so it is not feasible to provide an exact number of customers for whom we have provided consulting services to within the last two years. However, within BerryDunn's Consulting Group, we typically have 60 to 80 projects underway at any given period of time, ranging in length from one month to multiyear engagements valued from \$10,000 to over \$5 million. Clients include cities, counties, states, institutes of higher education, government and quasi-governmental agencies, healthcare organizations, and a variety of private-sector businesses.

What is the largest customer your company has provided Consulting Services for in the past two years?

BerryDunn's current public-sector clients range in size from small municipalities (population 30,000+) to large state government agencies and public universities (including: state agencies responsible for health, human services, public safety, energy, budgeting, transportation, IT, and corrections. We also partner with Medicaid agencies, major healthcare networks, state lotteries, and local governments—including villages, towns, and cities.)

In the private sector, we provide services to a range of businesses, from small, privately held companies to large healthcare organizations. Our projects range in length from short-term projects to multiyear, multi-million-dollar engagements.

Budgets within these sectors vary widely, influenced by factors such as population size, funding structures, and policy priorities. State government clients typically manage budgets ranging from several billion to over \$100 billion, with Medicaid expenditures forming a significant portion, while local governments can range from millions to billions. Higher education institutions and major healthcare systems often operate with multi-billion-dollar budgets, and state lottery revenues generally fall between hundreds of millions to several billion dollars annually.

Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff.

Specific Services BerryDunn Offers:

ITS will benefit from the experience BerryDunn brings to this project, gained through our work with more than 650 state, local, and quasi-governmental clients across the country. The firm provides a range of specialized consulting services across state government, as seen in Figure 2.

Figure 2: Services of BerryDunn's Consulting Group



Specifically, ITS will also benefit from our 38 years of experience providing IT consulting services for government and private-sector clients. Our IT consulting services experience spans the full life cycle of IT engagements, including:

- Business Case Analysis
- Systems Planning, Procurement, and Contract Negotiation
- Business Process Re-Engineering
- Project Management
- Implementation Oversight
- Quality Assurance
- Independent Verification and Validation (IV&V)
- Point-In-Time Project Health Assessments
- Independent Reviews
- Strategic IT Planning
- Go-Live Readiness Assessments
- IT Security Risk Assessments
- IT Security Planning and Policy Development
- Governance Planning

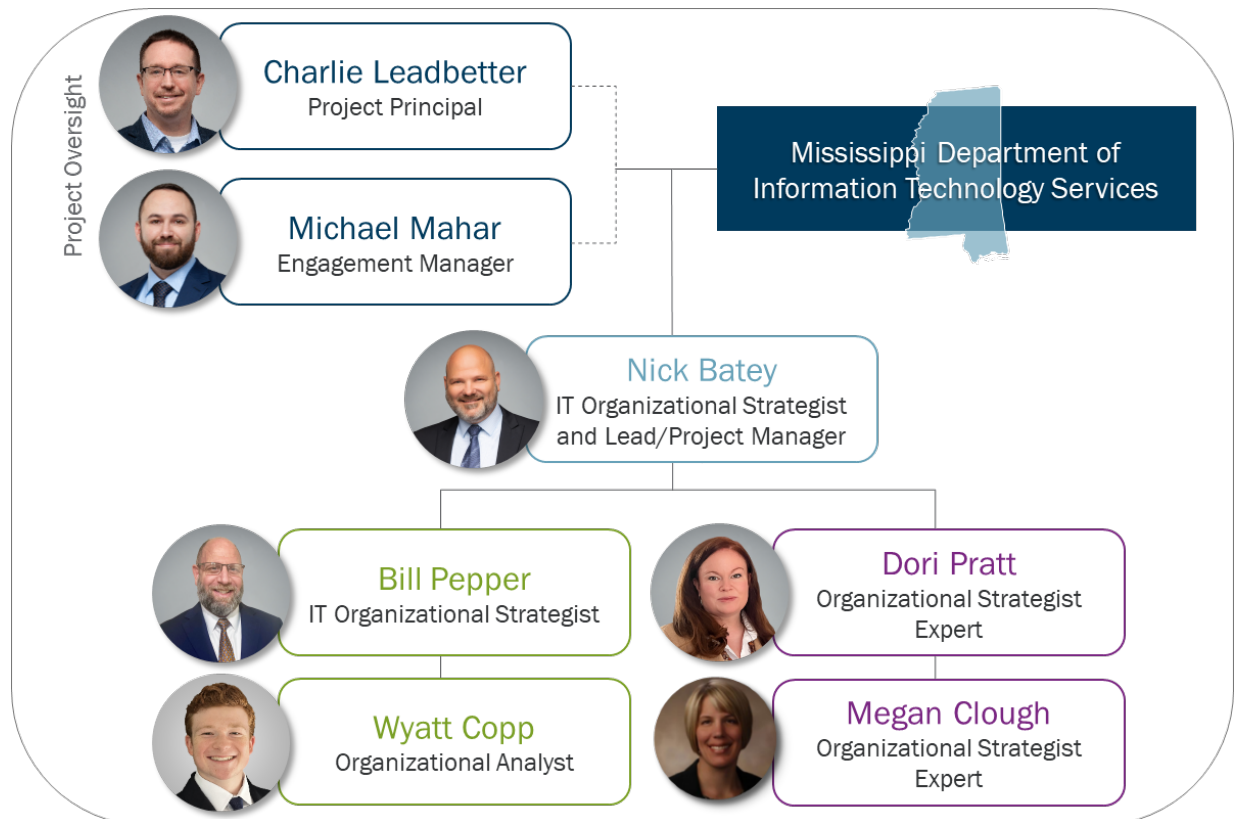
Staff Experience

BerryDunn has been selected by state, local, and municipal agencies as an independent and trusted firm to provide an objective perspective when assessing IT agencies and organizational structures.

We carefully selected our project team members based on their strengths, experience, expertise,

industry knowledge, certifications, and education. These characteristics align with the qualifications we believe are needed to perform the services requested. Figure 3 presents our proposed project team’s organizational structure, designed to promote the success of this project, and provide the expertise and high-quality deliverables requested by ITS.

Figure 3: Proposed Team Organization



The following contains a list of each of our proposed team members and their specialized experience, certifications, and/or education.

Project Oversight



Charlie Leadbetter | Project Principal
PMP®, Prosci® CCP
Berry, Dunn, McNeil & Parker, LLC

Charlie Leadbetter is a principal and leads BerryDunn’s State Government Practice Group. He has provided executive leadership for state agencies across the country for over 30 years. He offers best practices in IT organizational assessments, IT strategic planning, technology modernization, and project management and oversight. Charlie has been a certified Project Management Professional® (PMP®) since 2006, contributing to his ability to effectively drive change for the organizations he serves.



Michael Mahar | Engagement Manager
JD, MBA, LSSGB, Prosci® CCP, COBIT, ITIL
Berry, Dunn, McNeil & Parker, LLC

Michael Mahar is a senior manager in BerryDunn's State Government Practice Group and leads the Finance and Administration Practice. His experience includes providing assessments for state government IT agencies that include helping to create strategic alignment between IT and the business, development of strategic and IT governing frameworks, and conducting organizational structure assessments. Michael is COBIT and ITIL certified, a Prosci® Certified Change Practitioner, Lean Six Sigma Green Belt (LSSGB) certified, and also currently pursuing a graduate certificate in organizational development.

Core Team



Nick Batey | IT Organizational Strategist and Lead/Project Manager
MBA, PMP®, COBIT 2019, ITIL v4®
Berry, Dunn, McNeil & Parker, LLC

Nick Batey is a manager in BerryDunn's State Government Practice Group. He is a technology leader with over 25 years of experience, including IT service management, strategic alignment, project management, and governance. He has hands-on and managerial experience with IT services across the full spectrum of government, including emergency response, public safety, finance, administration, and the judiciary. Nick applies this experience and knowledge to lead successful projects optimizing IT strategies, processes, and structures to provide strong IT service delivery to end users, and high value to the organization.



Bill Pepper | IT Organizational Strategist
CRISC®, ITIL V3, PMP®
Berry, Dunn, McNeil & Parker, LLC

Bill is a senior consultant in BerryDunn's State Government Practice Group. He has over 25 years of IT leadership experience including oversight of infrastructure, application management, customer success, continuous improvement, and project management. He brings a performance and data driven focus, and is a proven leader in directing operations, maintenance, and support of complex systems. Prior to joining BerryDunn, Bill served as a leader in IT strategic planning, IT governance, and IT security management for the City of Arlington, Texas. Bill emphasizes the benefits of IT governance and service optimization, focusing on the enterprise IT goals of his clients.



Wyatt Copp | Organizational Analyst
CAPM®, IIBA®-ECBA™
Berry, Dunn, McNeil & Parker, LLC

Wyatt is a consultant in BerryDunn's State Government Practice Group supporting

the Finance and Administration Practice. Wyatt has a strong foundation in organizational and business analysis activities for state government clients. He is skilled and experienced conducting current state assessments and developing high-quality reports that summarize key findings and detail actionable recommendations for BerryDunn's most valued clients. With a professional background rooted in continuous improvement, Wyatt is skilled at helping his clients identify the current situation, the desired future state, and the path for achievement. Wyatt has his Entry Certificate in Business Analysis® (ECBA®) from the International Institute of Business Analysis™ (IIBA™).

Additional Experts



Dori Pratt | Organizational Strategist Expert

Lean Facilitator and Trainer, Chain Reaction of Excellence™ implementer, DEIBA certification

Berry, Dunn, McNeil & Parker, LLC

Dori Pratt is a senior consultant in BerryDunn's State Government Practice Group, specializing in organizational assessment, design, and transformation. With over 15 years of experience in human resources leadership and change management, she partners with agencies to evaluate structures, optimize functions, and enhance operational efficiency. Dori has expertise in conducting in-depth organizational assessments, identifying service overlaps and gaps, and designing streamlined frameworks that align with strategic goals. She excels in developing governance structures, optimizing resource allocation, and helping ensure alignment between IT and business functions. Her approach integrates best practices in span of control, performance management, and process improvement to enhance overall effectiveness. A skilled facilitator, Dori leads executive teams through strategic decision-making processes, helping ensure agency-wide alignment on priorities and future direction. She designs and delivers leadership training focused on communication, decision-making, and conflict resolution to support sustainable organizational change. Her ability to engage key stakeholders and foster cross-functional collaboration ensures that transformation efforts are inclusive, actionable, and results-driven.



Megan Clough | Organizational Strategist Expert

MS, CDTLF, CCF, LSSGB, Chain Reaction of Excellence™ implementer

Berry, Dunn, McNeil & Parker, LLC

Megan Clough is a manager in BerryDunn's State Government Practice Group, leading the organizational development practice. In her over 27 years of experience, Megan has led strategic HR and organizational development functions. She has partnered with organizational leaders and conducted numerous organizational assessments to help create and align organizational strategies, structures, people, rewards, and processes to optimize organizational effectiveness in addressing business goals. With government and other public and private industries shifting IT structures more frequently in the past 10 years to remain nimble and effective, Megan has actively engaged with numerous IT teams to help explore and consider the impacts and strategic

benefits of various structures and to help support associated change management.

Megan designs and implements creative, effective solutions in organizational assessment, strategic planning, and organizational change management facilitated by her extensive HR and organizational development background. Her approach is practical and culture-driven, balancing challenge and support to drive meaningful action while leveraging existing strengths and methods. An accomplished relational leader, she excels in fostering desired cultures and solving key business issues, offering both global vision and management specifics to help organizations navigate change effectively.

Attachment B BID FORM

Company	Contact Person	Telephone Number
BerryDunn, LLC	Charlie Leadbetter	207-541-2249 cleadbetter@berrydunn.com

The pricing quoted shall be inclusive of, but not limited to the following:

1. All required equipment/material;
2. All required insurance, bond, or other surety;
3. All required overhead;
4. All required profit;
5. All required vehicles;
6. All required fuel and mileage;
7. All required labor and supervision;
8. All required business and professional certifications, licenses, permits, or fees; and,
9. Any and all other costs.

All pricing for Consulting Services should include all associated costs for the items with no additional or hidden fees.

Deliverable Description	Cost
Meet with Key Stakeholders: Conduct meetings with Executive Management Team Members, HR personnel, and the Chief Administrative Officer (CAO) to gain a thorough understanding of current work processes, organizational structure, and strategic priorities (4.1.5.1)	\$102,848.00
Develop Initial Recommendations: Develop an outline/report summarizing key findings and initial recommendations for integrating the agency's strategy into its organizational structure. (4.1.5.2)	\$77,136.00
Present and Refine: Present findings to the Executive Director and HR for feedback and input. Subsequently, present the refined recommendations to the entire Executive Management team. (4.1.5.3)	\$25,712.00
Support Organizational Change: Develop and deliver specialized leadership training to support the implementation of organizational changes. Develop and implement communication strategies to effectively inform and engage employees throughout the change process. (4.1.5.4)	\$51,424.00
Professional Services Total Cost:	\$257,120.00

By signing below, the company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

1. That he/she has thoroughly read and understands the Invitation for Bids and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and Attachments thereto;
3. That the company agrees to all provisions of the Invitation for Bids and Attachments thereto including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this IFB (Attachments E and F);
4. That the company will perform the services required at the prices quoted above;
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date;
6. The Contractor represents that its workers are licensed, certified and possess the requisite credentials to Consulting Services; and,
7. **NON-DEBARMENT:** By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.
8. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder or competitor for the purpose of restricting competition.
9. **OFFEROR'S REPRESENTATION REGARDING CONTINGENT FEES:** By responding to this solicitation, the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation, a full and complete explanation shall be submitted in writing [with the offeror's response].
10. **REPRESENTATION REGARDING CONTINGENT FEES:** Contractor represents that it *has not* retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Contractor's bid.
11. **REPRESENTATION REGARDING GRATUITIES:** Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Agency a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of [Agency] has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by offeror. Offeror further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

12. **PROPERTY RIGHTS.** Property rights do not inure to any bidder until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The Agency is under no obligation to award a contract and may terminate a legally executed contract at any time.

13. **BIDDER ACKNOWLEDGEMENT:** Bidders shall acknowledge which of the following statements is applicable regarding release of its bid document as a public record. A bidder may be deemed non-responsive if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:

_____ Along with a complete copy of its bid, bidder has submitted a second copy of the bid document in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the

PPRB OPSCR Rules and Regulations if the [Agency] or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that [Agency] may release the redacted copy of the bid document at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.

 X Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by the [Agency] at any time without notice to bidder. Bidder

explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a).

The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A bidder who

selects this option but submits a redacted copy of its bid may be deemed non-responsive.

Company Name: BerryDunn LLC

Printed Name of Representative: Charlie Leadbetter

Date: February 14, 2025

Signature: _____



Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

Attachment C REFERENCES

Bidder may submit as many references as desired by submitting as many additional copies of Attachment C, References, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, bidders are encouraged to submit additional references to ensure that at least two references are available for interview. Agency staff must be able to contact two references within two (2) business days of bid opening to be considered responsive or no later than February 19, 2025.

REFERENCE 1

Name of Company: Arizona Health Care Cost Containment System (AHCCCS)
Dates of Service: 10/2021 to 04/2022 (Development); 08/2023 to present (Implementation)
Contact Person: Katie Morris, CISA, Chief Compliance Officer
Address: 801 E Jefferson St
City/State/Zip: Phoenix, AZ 85034
Telephone Number: 480-392-5330
E-mail: Katie.Morris@azahcccs.gov

REFERENCE 2

Name of Company: Appalachian State University
Dates of Service: 09/2021 to 03/2022
Contact Person: Tom Van Gilder, Deputy CIO and Chief Operating Officer for ITS
Address: ASU Box 32077
City/State/Zip: Boone, NC 28608
Telephone Number: 828-262-6731
E-mail: vangildertm@appstate.edu

REFERENCE 3

Name of Company: Oklahoma Human Services – Digital Transformation Office
Dates of Service: 8/2023 to 12/2023
Contact Person: Brendan Hope, Chief Digital Officer
Address: 2400 N. Lincoln Blvd.
City/State/Zip: Oklahoma City, OK 73125-0352
Telephone Number: 405-388-7934
E-mail: Brendan.Hope@okdhs.org

Attachment D

References Score Sheet IFB 3160007165

IFB Agency Alignment and Optimization Consulting Services

TO BE COMPLETED BY AGENCY STAFF ONLY

Company Name: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Service From/To Dates: _____

Able to provide Consulting Services when you called?	Yes	No
Satisfied with the Consulting Services provided? If no, please explain.	Yes	No
Vendor easy to work with in scheduling Consulting Services?	Yes	No
Was the Consulting Services completed on time and within budget?	Yes	No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here _____.)	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend them?	Yes	No

Bidder must have a minimum of 6 “yes” answers on the questions above from two references (total of 12 “yes” answers) to be considered responsible and for its bid to be considered.

Score: Pass/Fail

Do you have any business, professional or personal interest in the vendor’s organization? If yes, please explain.	Yes	No
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A “yes” to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

Notes: _____

Called by: _____
Signature Title Date

Attachment E

REQUIRED CLAUSES FOR SERVICE CONTRACTS RESULTING FROM THIS IFB

1. Applicable Law: The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.
2. Approval: It is understood that if this contract requires approval by the Public Procurement Review Board (“PPRB”) and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review (“OPSCR”) and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
3. Availability of Funds: It is expressly understood and agreed that the obligation of the Department of Information Technology Services, (ITS), to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of appropriated state funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, the ITS shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to ITS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
4. Compliance with Equal Opportunity in Employment Policy : Contractor understands that ITS is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.
5. Compliance with Laws: Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
6. Contract Rights: Contract Rights Contract rights do not vest in any party until a contract is legally executed. ITS is under no obligation to award a contract following issuance of this solicitation.
7. E-Payment: Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. ITS agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*
8. E-Verification: If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *and* 71-11-3. Contractor agrees to provide a copy of each verification upon request of the Agency subject to approval by any

agencies of the United State Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this clause may subject Contractor to the following:

- a. termination of this contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Services Rules and Regulations*;
- 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; or,
- c. both.

In the event of such termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

9. Insurance, Bond, or Other Surety: Contractor represents that it will, at its own expense, obtain and maintain insurance, bond, or other surety which shall include at a minimum, the following types and coverage limits:

- a. **Comprehensive General Liability or Professional Liability** insurance, with minimum limits of \$[500,000.00] per occurrence.

(Subcontractor) The Contractor is responsible for ensuring that any subcontractors provide adequate insurance and/or bond coverage for the activities arising out of subcontracts.

Additionally:

- In no event shall the requirement for an insurance, bond, or other surety be waived.
- All insurances policies will list the State of Mississippi as an additional insured.
- All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- Contractor shall submit to Agency a certificate of insurance and/or bond which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance may be cause for your bid to be declared non-responsive or for your contract to be cancelled.
- Contractor shall obtain at Contractor's expense the insurance and/or bond requirements specified in the procurement and contract prior to performing under this Contract, and Contractor shall maintain the required insurance and/or bond coverage throughout the

duration of this Contract and all warranty periods. There are no provisions for exceptions to this requirement.

- Contractor shall not commence work under this contract until it obtains all insurance and/or bond required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. After work commences, the Contractor will keep in force all required insurance and/or bond until the contract is terminated or expires.
- Contractor shall submit renewal certificates as appropriate during the term of the contract.
- Contractor shall instruct the insurers to provide the Agency advance notice of any insurance cancellation.
- Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance and/or bond coverage(s), that written notice will be delivered to the Agency Chief Procurement Officer.
- There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance and/or bond coverage(s) to Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Agency.

10. Paymode: Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State and deposited into the bank account of Contractor's choice. The Agency may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
11. Procurement Regulations: This solicitation and the contract shall be governed by the applicable provisions of the *PPRB OPSCR Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any bidder responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.
12. Property Rights. Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the Agency may terminate this contract at any time for its own convenience
13. Representation Regarding Contingent Fees: By executing the contract, the Contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the Contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to the Agency prior to contract execution.

14. Representation Regarding Gratuities: Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Agency a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of Agency has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by Contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
15. Stop Work Order. The Agency may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the Agency. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the Agency. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the Agency has terminated that part of the agreement or terminated the agreement in its entirety. The Agency is not liable for payment for services which were not rendered due to the stop work order.
16. Termination for Convenience. The Agency may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The Agency shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
17. Termination for Default. If the Agency gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the Agency may terminate the contract for default and the Contractor will be liable for the additional cost to the Agency to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.
18. Required Public Records and Transparency: Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25- 61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The Contractor

acknowledges and agrees that the Agency and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated §§ 27- 104-151, et seq.

19. No Limitation of Liability: Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

Attachment F

OPTIONAL CLAUSES FOR USE IN SERVICE CONTRACTS RESULTING FROM THIS IFB

Anti-assignment/Subcontracting: Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

1. Antitrust: By entering into a contract, Contractor conveys, sells, assigns, and transfers to the Agency all rights, titles, and interest it may now have, or hereafter acquire, under the antitrust laws of the United States and the State that relate to the particular goods or services purchased or acquired by the Agency under said contract.
2. Attorney's Fees and Expenses: Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.
3. Authority to Contract: Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) 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, (d) 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.
4. Change in Scope of Work: The Agency may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Agency and Contractor.

If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately

notify the Agency in writing of this belief. If the Agency believes that the particular work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

5. Claims Based on a Procurement Officer's Actions or Omissions:

a. *Notice of Claim.* If any action or omission on the part of a Chief Procurement Officer or designee of such officer requiring performance changes within the scope of the contract constitutes the basis for a claim by Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

i. Contractor shall have given written notice to the Chief Procurement Officer or designee of such officer:

(1) prior to the commencement of the work involved, if at that time Contractor knows of the occurrence of such action or omission;

(2) within 30 days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work; or,

(3) within such further time as may be allowed by the Chief Procurement Officer in writing.

This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The Chief Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Chief Procurement Officer or designee of such officer;

ii. The notice required by subparagraph (a) of this paragraph describes, as clearly as practicable at the time, the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and,

iii. Contractor maintains and, upon request, makes available to the Chief Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

b. *Limitation of Clause.* Nothing contained herein shall excuse Contractor from compliance with any rules of law precluding state officers and Contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

c. *Adjustment of Price.* Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

6. Information Designated by Contractor as Confidential: Any disclosure of those materials, documents,

data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated

§§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the Agency shall result in the immediate termination of this agreement.

7. Confidentiality: Notwithstanding any provision to the contrary contained herein, it is recognized that Agency is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to Agency pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, Agency shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The Agency shall not be liable to the Contractor for disclosure of information required by court order or required by law.
8. Contractor Personnel: The Agency shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the Agency reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the Agency in a timely manner and at no additional cost to the Agency. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
9. Copyrights: Contractor agrees that Agency shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement. Further, Contractor hereby grants to Agency a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.
10. Debarment and Suspension: Contractor certifies to the best of its knowledge and belief, that it:
 - a. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
 - b. has not, within a three year period preceding this proposal, been convicted of or had a civil

judgment rendered against it 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;

- c. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - d. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (b) and (c) of this certification; and,
 - e. has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
11. Disclosure of Confidential Information: In the event that either party to this agreement 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 confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*
12. Exceptions to Confidential Information: Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:
- a. is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
 - b. is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
 - c. is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
 - d. is independently developed by the recipient without any reliance on confidential information;
 - e. is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
 - f. is disclosed with the disclosing party's prior written consent.
13. Errors in Extension: If the unit price and the extension price are at variance, the unit price shall prevail.
14. Failure to Deliver: In the event of failure of Contractor to deliver services in accordance with the

contract terms and conditions, the Agency, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Agency may have.

15. Failure to Enforce: Failure by the Agency at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Agency to enforce any provision at any time in accordance with its terms.
16. Final Payment: Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the Agency a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State's claims against Contractor under this contract.
17. Force Majeure: Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
18. HIPAA Compliance: Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
19. Indemnification: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed

to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

20. Independent Contractor Status: Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the agency, and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Agency shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.
21. Infringement Indemnification: Contractor warrants that the materials and deliverables provided to the customer under this agreement, and their use by the customer, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the customer the right to continue using such items. Should Contractor fail to obtain for the customer the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense. In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the customer to discontinue using such items, in which case Contractor will refund to the customer the fees previously paid by the customer for the items the customer may no longer use, and shall compensate the customer for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within ten (10) working days of notice to the customer to discontinue said use.

Scope of Indemnification: Provided that the State promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, at its own expense, the State against, and pay all costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

22. Integrated Agreement/Merger: This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Contractor on the basis of draftsmanship or preparation hereof.

23. Liquidated Damages:

4-101.05 of the *PPRB OPSCR Rules and Regulations*.) When Contractor is given notice of delay or nonperformance as specified in Paragraph (1) (Default) of the Termination for Default clause of this contract and fails to cure in the time specified, Contractor shall be liable for damages for delay in the amount of \$[500.00] per calendar day from date set for cure until either the State reasonably obtains similar services if Contractor is terminated for default, or until Contractor provides the services if Contractor is not terminated for default. To the extent that Contractor's delay or nonperformance is excused under Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default clause of this contract, liquidated damages shall not be due the State. Contractor remains liable for damages caused other than by delay.

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Modification or Renegotiation: This agreement may be modified only by written agreement signed by the parties hereto. 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.

24. Notices: All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Agency:	For Contractor:
[Name, Title]	[Name, Title]
[Agency Name]	[Contractor Name]
[Address]	[Address]
[City, State, Zip]	[City, State, Zip]

25. Non-solicitation of Employees: Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other

party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.

26. Oral Statements: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Agency and agreed to by Contractor.
27. Ownership of Documents and Work Papers: Agency shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to Agency upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from Agency and subject to any copyright protections.
28. Patents and Royalties: Contractor covenants to save, defend, keep harmless, and indemnify the Agency and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost--including court costs and attorney's fees, charges, liability, and exposure, however caused--for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the Agency. If Contractor uses any design, device, or material covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.
29. Price Adjustment:
- a. *Price Adjustment Methods*. Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:
 - i. by agreement on a fixed price adjustment before commencement of the additional performance;
 - ii. by unit prices specified in the contract;
 - iii. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
 - iv. by the price escalation clause.
 - b. *Submission of Cost or Pricing Data*. Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the *PPRB OPSCR Rules and Regulations*.
30. Priority: The contract consists of this agreement with exhibits, the IFB [] (hereinafter referred to as "IFB" and attached as Schedule [_]), and the bid dated [date] by [Contractor Name] (hereinafter referred to as "Bid" and attached as Schedule []). Any ambiguities, conflicts or questions of

interpretation of this contract shall be resolved by first, reference to this agreement with exhibits and, if still unresolved, by reference to the IFB and, if still unresolved, by reference to the Bid. Omission of any term or obligation from this agreement or attached Schedules [_] or [] shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

31. Quality Control: Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the Agency.
32. Record Retention and Access to Records: Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three

(3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.
33. Recovery of Money: Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the Agency, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the Agency. The rights of the Agency are in addition and without prejudice to any other right the Agency may have to claim the amount of any loss or damage suffered by the Agency on account of the acts or omissions of Contractor.
34. (See Section 3-501.05.3 (Requirements Contracts) of the *PPRB OPSCR Rules and Regulations*.) Requirements Contract: During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the Agency shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the Agency for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the Agency is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the Agency may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total

of the unit prices in the contract for the quantity actually used.

35. Right to Audit: Contractor shall maintain such financial records and other records as may be prescribed by the Agency or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the Agency, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.
36. Right to Inspect Facility: The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.
37. Severability: If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
38. State Property: Contractor will be responsible for the proper custody and care of any state- owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.
39. Third Party Action Notification: Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.
40. Unsatisfactory Work. If, at any time during the contract term, the service performed or work done by Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.
41. Variations in Estimated Quantities:
- Variation in Quantity: Upon the agreement of the parties, the quantity of services specified in this contract may be increased by a maximum of ten percent provided:
- a. the unit prices will remain the same (except for any price adjustments otherwise applicable); and,
 - b. the Chief Procurement Officer makes a written determination that such an increase will either be more economical than awarding another contract, or that it would not be practical to award another contract.

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- a. the minimum quantity, if any, the State is obligated to order and Contractor to provide;
 - b. whether there is a quantity the State expects to order and how this quantity relates to any minimum and maximum quantities that may be ordered under the contract;
 - c. any maximum quantity the State may order and Contractor must provide; and,
 - d. whether the State is obligated to order its actual requirements under the contract, or in the case of a multiple award as defined in Section 3-503 (Multiple Source Contracting) of the *PPRB OPSCR Rules and Regulations*, that the State will order its actual requirements from Contractors under the multiple award subject to any minimum or maximum quantity stated.
42. Waiver: No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

Attachment G

IFB (RFx 3160007165) Exception(s)

Bidder taking exception to any part or section of the solicitation shall indicate such exceptions on the table below. If no exceptions are taken, then the Bidder shall state in this section "No Exceptions Taken." Failure to indicate any exception will be interpreted as the Bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

Procurement Section and Page Number		Original Language	Requested Change/Exception	Agency Decision
1.				
2.				
3.				
4.				
5.				

**Bid Evaluation RFx
3160007165**

Vendor	References score minimum score of 12	Amount	Met Requirement for Full RFx 3160007165
Hotep Consulting	Did not meet requirements only provided 2 references. Required was 3 and the 2 were with the same company. Also the previous work experience listed on the reference sheet was not in alignment with the scope of the IFB.	\$87,600.00	Non-responsive/non-responsible due to scope of work not in alignment with the full RFx IFB 3160007165.
InMotion Consulting & Coaching	Scored 12 out of 12 of the first two references called. Called a third out of due diligence.	\$111,180.00	Awarded Vendor met all requirements for the full RFx IFB 3160007165
Forrester	Did not call due to lowest bidder meeting all requirements	\$120,689.90	Vendor met all requirements for the full RFx IFB 3160007165
Remedy Healthcare Consulting LLC	Did not call due to lowest bidder meeting all requirements	\$121,500.00	Vendor met all requirements for the full RFx IFB 3160007165
MMC Consulting	Did not call due to lowest bidder meeting all requirements	\$140,000.00	Vendor met all requirements for the full RFx IFB 3160007165
Gartner	Did not call due to lowest bidder meeting all requirements	\$169,583.00	Vendor met all requirements for the full RFx IFB 3160007165
BerryDunn	Did not call due to lowest bidder meeting all requirements	\$257,120.00	Vendor met all requirements for the full RFx IFB 3160007165
Integrus Applied	Did not call due to lowest bidder meeting all requirements	\$394,875.00	Vendor met all requirements for the full RFx IFB 3160007165
Deloitte Consulting	Did not call due to lowest bidder meeting all requirements	\$751,612.00	Vendor met all requirements for the full RFx IFB 3160007165

Attachment A – Bid Cover Sheet

Attachment A BID COVER SHEET

Bids are to be submitted via email at lori.adams@its.ms.gov, U.S. mail, postage prepaid or by personal delivery as listed below, on or before 3:00 PM CST, February 14, 2025.

PLEASE MARK YOUR ENVELOPE:

IFB Agency Alignment and Optimization Consulting Services IFB RFx
Number 3160007165
Opening Date: 3:00 PM CST, February 14, 2025
Mississippi Department of Information Technology Services Attention:
Lori Adams, Accounting Specialist
3771 Eastwood Drive
Jackson, Mississippi 39211 SEALED
BID – DO NOT OPEN

Name of Company: Deloitte Consulting LLP

Quoted By: Will Arnold

Signature: Wilbur V Arnold IV

Address: One PPG Place, Suite 2600

City/State/Zip: Pittsburg, PA 15222

Telephone: 412-719-9495

Fax Number: 412-338-7380

E-Mail Address: wiarnold@deloitte.com

Name and phone number of Company Representative to be contacted by Agencies seeking to contract for services pursuant to this IFB: Ethan Bailey etbailey@deloitte.com 803-626-8029

In addition to providing the above contact information, please answer the following questions regarding your company:

What year was your company started? 2003

How many years has the firm been in business of performing the services called for in this IFB?
30+ years

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation. 30 Rockefeller Plaza, New York, NY 10112

If your company is not physically located within the vicinity, how will you supply Consulting Services to the agency? Deloitte Consulting LLP has multiple offices within the Southeast and practitioners that can travel to the client site.

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms. Deloitte Consulting LLP does, from time to time, make small acquisitions or dispositions which are small relative to the size of our total business, and none of which will affect our ability to provide services.

Is your company licensed and/or certified to provide Consulting Services as required by any and all applicable Federal and State law(s)? Y e s

List all licenses or permits your company possesses that are applicable to performing the services required in this IFB. N / A

For how many customers has your company provided Consulting Services in the past two years? The Deloitte U.S. Firms provide services to thousands of clients in myriad industries, and of every size, and (in collaboration with other DTTL member firms) all over the world. We do not keep a list of the total number of clients served by our member firms in the United States and globally. However, we can unequivocally say that we are a recognized leader in providing consulting, audit, tax, and financial advisory services to companies in the United States and around the world.

What is the largest customer your company has provided Consulting Services for in the past two years? Deloitte Consulting serves nearly 80 percent of the world's largest organizations across six major industries, including Financial Services, Consumer, Energy and Resources, Technology / Media and Telecommunications, Life Sciences and Healthcare, and the Public Sector. In fiscal year 2024, Deloitte U.S. Firms had revenues of \$33 billion. One client's revenue, even our largest client's revenue, is a minimal percentage due to the range of customers we serve. Additionally, our "largest client" often changes due to the services and markets we do business in. As a result, we are able to remain objective and unbiased potentially to a far greater extent than certain other organizations."

Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff. As a top employer, Deloitte has the recruiting breadth and brand reputation for attracting the best talent. Moreover, we engage with the pool of professionals in long-term relationships to provide exceptional and consistent service for our client. Deloitte ensures that the professionals possess deep technical knowledge and strong experience for the benefit of our clients. The clients are provided with access to the National Office subject matter resources and industry specialists to gain significant industry insights. Overall, Deloitte's team would be a one-stop-shop for our client's business and technical needs.

Deloitte Consulting LLP
One PPG Place, Suite 2600
Pittsburg, PA 15222

February 14, 2025

Lori Adams
Accounting Specialist
Mississippi Department of Information Technology Services
3771 Eastwood Drive
Jackson, Mississippi 39211

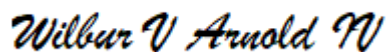
Dear Ms. Adams:

Deloitte Consulting LLP (Deloitte) is pleased to submit this response to the Mississippi Department of Information Technology Services (ITS) invitation for bids (IFB RFX Number 3160007165). Our proposal highlights our firm's strong capabilities and extensive experience in delivering projects of similar scope and scale. Currently, we are supporting Mississippi's largest and most significant initiative for SNAP, TANF, Child Care, and Child Support, underscoring our commitment to the state's success. We are honored to have the opportunity to continue collaborating with you on this critical ITS project, leveraging our leadership in organizational optimization and alignment. Mississippi ITS will benefit from partnering with a firm that has deep expertise in conducting organizational assessments, developing strategic frameworks, fostering agency-wide engagement, and providing leadership training to support transformative organizational changes.

We have thoroughly reviewed the requirements outlined in the IFB and crafted a thoughtful response that aligns with the agency's goals and ambitions. Our proposal focuses on how ITS can be optimized to be more proactive and future-ready. Tailored specifically to ITS's unique context, our approach incorporates industry-leading strategies to drive success and innovation.

Deloitte is the right partner for ITS with our current efforts in the State, and we are excited that you are considering the opportunity and collaboration on this important initiative that will help lay the roadmap for the agency for years to come. We look forward to serving the State of Mississippi.

Sincerely,



Will Arnold, Managing Director
warnold@deloitte.com
412.719.9495

*Deloitte Consulting LLP ("Deloitte Consulting") seeks to invoke the protections of the Mississippi Public Records Act and requests certain information in its Proposal be withheld from public disclosure by the State of Mississippi Department of Information Technology Services ("ITS") pursuant to [Miss. Code Ann. §25-61-5\(1\)\(a\)](#), [§25-61-9](#), [§25-61-11.2](#), and [§79-23-1\(1\)](#). This information is nonpublic, trade secret and/or confidential commercial or financial information, which is for use, or is used in the operation of Deloitte Consulting's business, the disclosure of which would cause substantial harm to Deloitte Consulting's competitive position. Further, this information is not the kind of information that Deloitte Consulting customarily discloses to the public and is being provided to ITS with the reasonable expectation that it will not be released. To that end, we have labeled each page of the Deloitte Proposal containing such exempt information with a **CONFIDENTIAL/TRADE SECRET** label and have provided ITS with a redacted copy of the Deloitte Proposal. We respectfully request that should ITS receive a request pursuant to the Mississippi Public Records Act seeking Deloitte Consulting's proposal, that ITS release this redacted version.*

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Section I: Our Understanding

The Mississippi Department of Information Technology Services (ITS) is currently comprised of three chiefs overseeing five divisions: Internal Services, Human Resources, Procurement Services, Telecom Services, and Data Services. Deloitte understands that ITS is seeking expertise to optimize its agency structure by incorporating a strategic focus and leveraging insights from its executive management team to create a proactive and future-ready agency.

At Deloitte, we know how to support organizational transformation to enhance strategic service delivery. We are excited for the opportunity to work with Mississippi ITS to **develop and deliver an organizational assessment** that thoroughly evaluates the current functions and responsibilities of each division within the agency. The findings of our organizational assessment will help us **establish an organizational strategic framework**, which will detail key findings and recommendations for integrating the agency's strategy into its organizational structure. Deloitte also recognizes the importance of clear, omnidirectional communications, and will deliver **agencywide engagement and leadership training** that supports the implementation of the organizational change, so employees at all levels feel informed and invested in this effort.

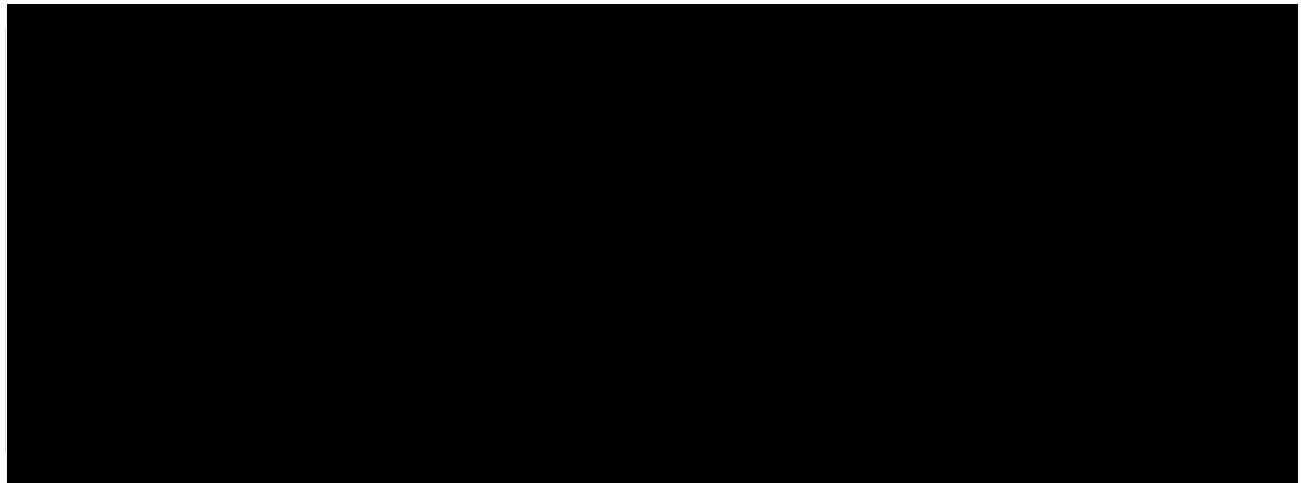
Deloitte appreciates Mississippi ITS's forward-looking approach and is committed to collaborating closely with agency leadership to identify, analyze, and recommend opportunities to enhance how Mississippi ITS serves its constituents.

Section II: Our Approach

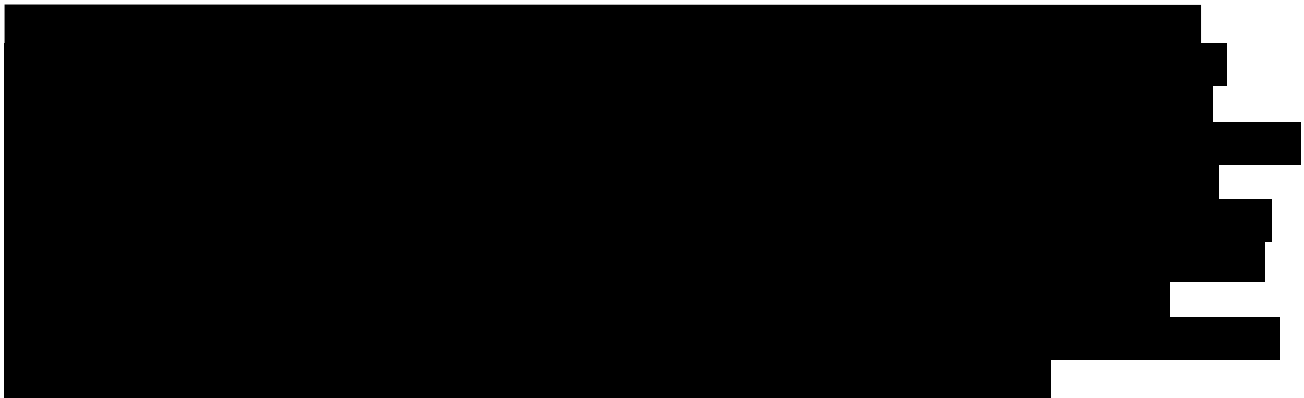
Deloitte's approach to organizational optimization and alignment begins with a thorough understanding of Mississippi ITS's existing organizational structure. A strategically oriented organizational structure is critical to align all organizational assets and resources in the most efficient and effective way to achieve the mission and vision of the agency.

To support Mississippi ITS in creating an organizational strategic framework underpinned by a thorough understanding of the agency's current functions and responsibilities, Deloitte will undertake a three-phase approach:

- **Phase 1: Define.** [REDACTED]
- **Phase 2: Design.** [REDACTED]
- **Phase 3: Deliver.** [REDACTED]



Phase 1: Define



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- ✓ *Meet with Key Stakeholders*

Phase 2: Design

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

Key Deliverables:

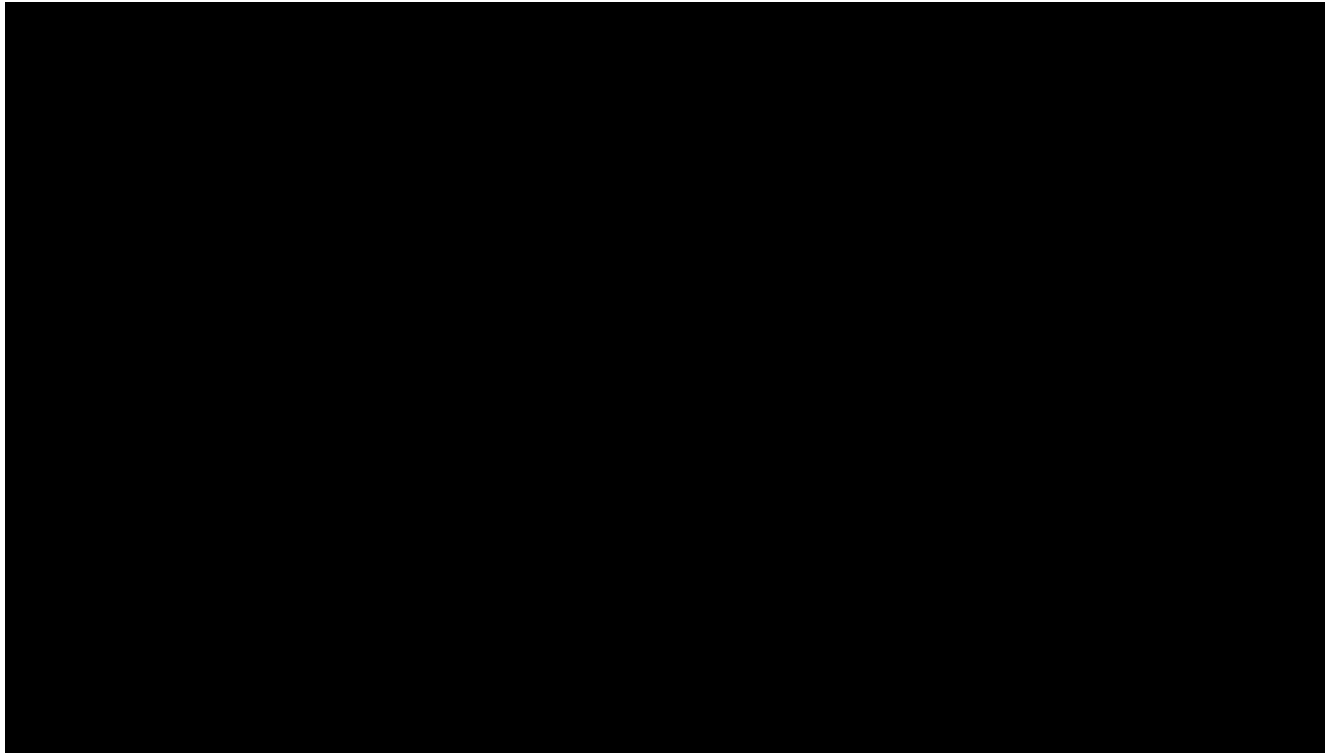
- ✓ *Develop Report Summarizing Key Findings and Initial Recommendations*
- ✓ *Present and Refine Recommendations to Executive Management Team*

■ [REDACTED]

Phase 3: Deliver

[REDACTED]

[REDACTED]



We believe our three-phase approach will achieve ITS' goal of becoming a proactive and future-ready agency by optimizing the agency's organizational structure to incorporate a strategic focus throughout while maintaining collaboration and cohesion across all divisions.

Key Deliverables:

- [Redacted]
- [Redacted]

Section III: Our Experience

Deloitte is a full-service, industry-leading consultancy that brings proven approaches, a global network of advisors, and a set of experiences that are perfectly poised for Mississippi ITS's success on this journey. Deloitte's national Government and Public Services practice consists of more than 14,000 professionals across the country serving federal government, state government, local government, and higher education clients across consulting and advisory functions. We assist clients with complex policy challenges, tackling projects in health and human services, workforce development, digital transformation, cyber risk, and finance and administration. [Redacted]

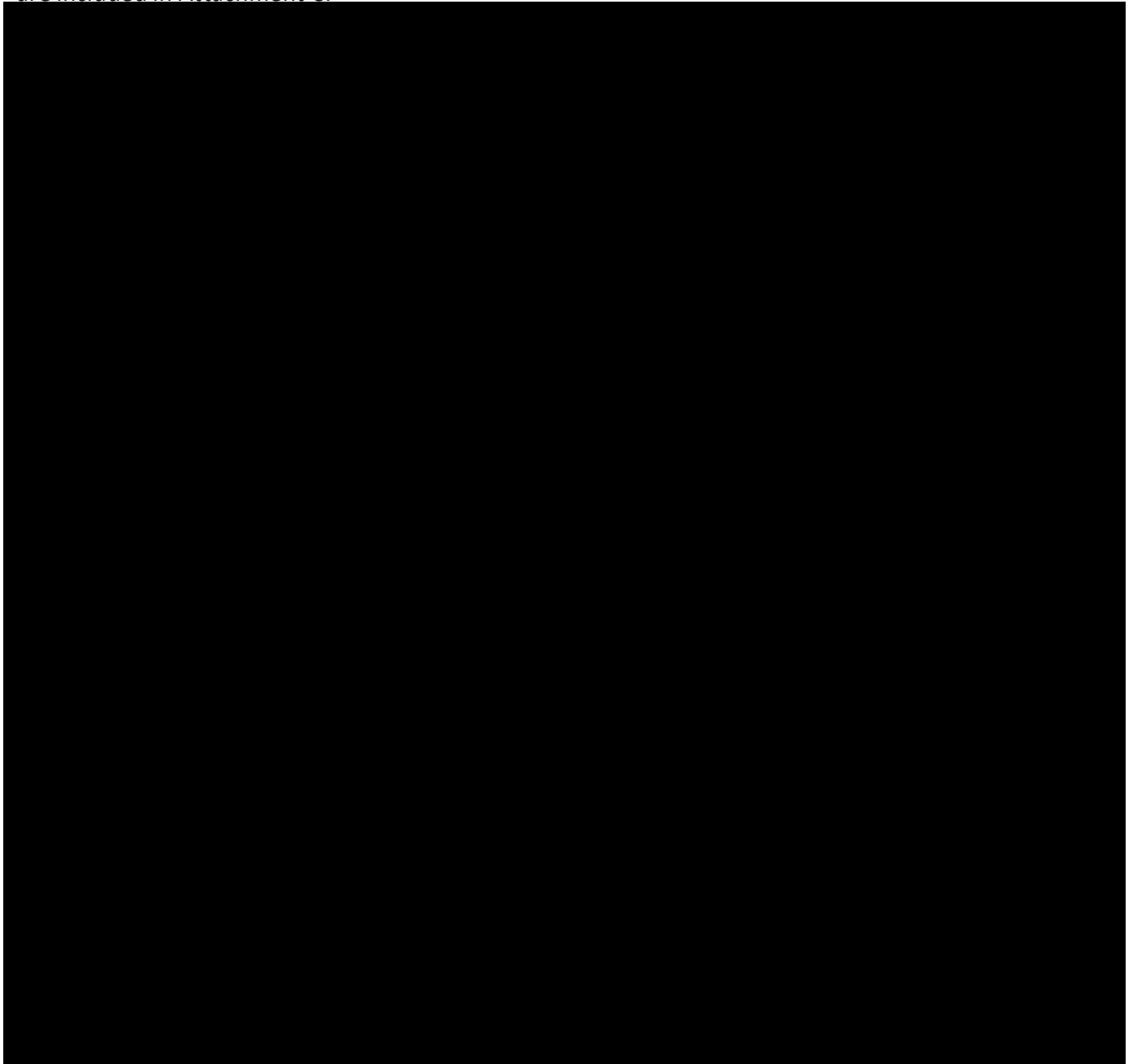
As a trusted advisor to many of the largest government agencies and higher education institutions, we understand the intricacies clients must navigate. Equipped with lessons learned from serving Government and Public Services organizations for over 60 years and specifically in organizational assessment, organizational change management, training, and stakeholder engagement for over 30 years, our experienced professionals can apply industry-leading practices in strategy, scenario planning, operations improvement, technology innovation, human capital, and outsourcing. We continually invest in the development of creative consultants with an unmatched blend of

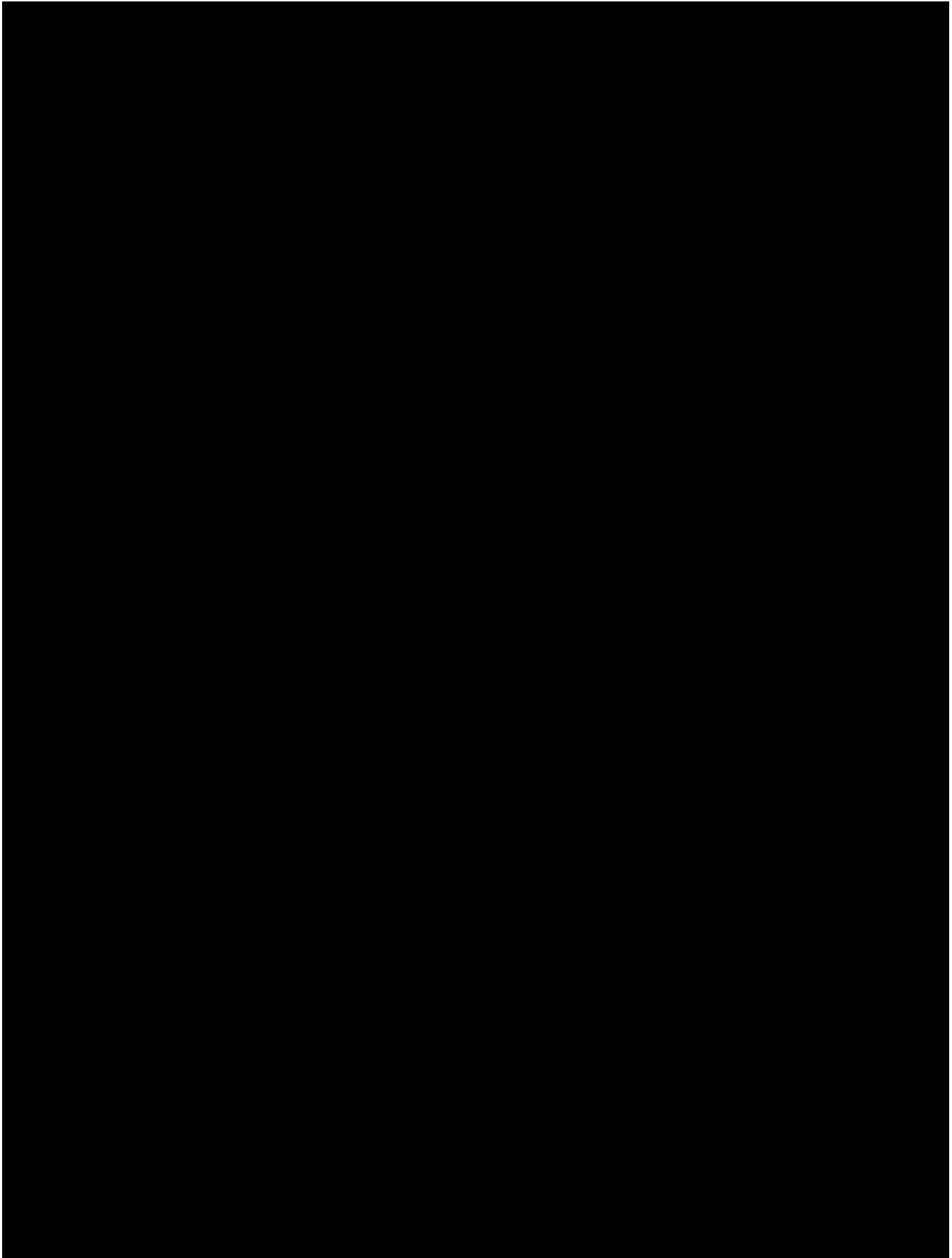
industry knowledge, business acumen, and technical expertise required to meet the needs of the government and public services organizations.

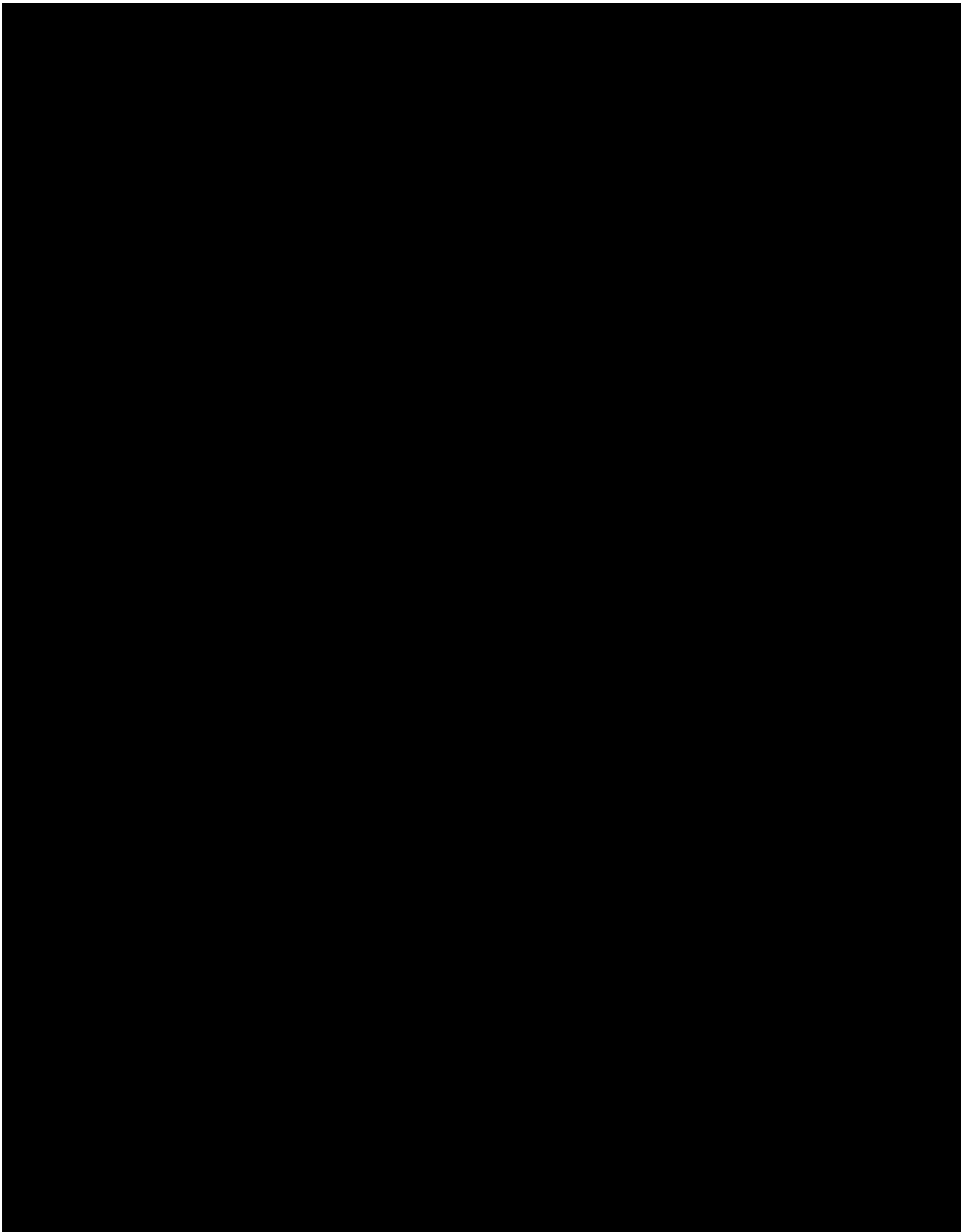


Project References

Please see a summary of our project references below. Contact information for referenced clients are included in Attachment C.







Attachment B – Bid Form

Attachment B BID FORM

Company	Contact Person	Telephone Number
Deloitte Consulting	Ethan Bailey - etbailey@deloitte.com	803-626-8029

The pricing quoted shall be inclusive of, but not limited to the following:

1. All required equipment/material;
2. All required insurance, bond, or other surety;
3. All required overhead;
4. All required profit;
5. All required vehicles;
6. All required fuel and mileage;
7. All required labor and supervision;
8. All required business and professional certifications, licenses, permits, or fees; and,
9. Any and all other costs.

All pricing for Consulting Services should include all associated costs for the items with no additional or hidden fees.

Deliverable Description	Cost
Meet with Key Stakeholders: Conduct meetings with Executive Management Team Members, HR personnel, and the Chief Administrative Officer (CAO) to gain a thorough understanding of current work processes, organizational structure, and strategic priorities (4.1.5.1)	
Develop Initial Recommendations: Develop an outline/report summarizing key findings and initial recommendations for integrating the agency's strategy into its organizational structure. (4.1.5.2)	
Present and Refine: Present findings to the Executive Director and HR for feedback and input. Subsequently, present the refined recommendations to the entire Executive Management team. (4.1.5.3)	
Support Organizational Change: Develop and deliver specialized leadership training to support the implementation of organizational changes. Develop and implement communication strategies to effectively inform and engage employees throughout the change process. (4.1.5.4)	
Professional Services Total Cost:	

By signing below, the company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

1. That he/she has thoroughly read and understands the Invitation for Bids and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and Attachments thereto;
3. That the company agrees to all provisions of the Invitation for Bids and Attachments thereto including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this IFB (Attachments E and F);
4. That the company will perform the services required at the prices quoted above;
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date;
6. The Contractor represents that its workers are licensed, certified and possess the requisite credentials to Consulting Services; and,
7. **NON-DEBARMENT:** By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.
8. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder or competitor for the purpose of restricting competition.
9. **OFFEROR'S REPRESENTATION REGARDING CONTINGENT FEES:** By responding to this solicitation, the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation, a full and complete explanation shall be submitted in writing [with the offeror's response].
10. **REPRESENTATION REGARDING CONTINGENT FEES:** Contractor represents that it *has not* retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Contractor's bid.

11. **REPRESENTATION REGARDING GRATUITIES:** Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Agency a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of [Agency] has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by offeror. Offeror further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

12. **PROPERTY RIGHTS.** Property rights do not inure to any bidder until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The Agency is under no obligation to award a contract and may terminate a legally executed contract at any time.

13. **BIDDER ACKNOWLEDGEMENT:** Bidders shall acknowledge which of the following statements is applicable regarding release of its bid document as a public record. A bidder may be deemed non-responsive if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:
 - ☒ Along with a complete copy of its bid, bidder has submitted a second copy of the bid document in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations if the [Agency] or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that [Agency] may release the redacted copy of the bid document at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.

 - ☐ Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by the [Agency] at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a).

The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A bidder who selects this option but submits a redacted copy of its bid may be deemed non-responsive.

Company Name: Deloitte Consulting LLP

Printed Name of Representative: Will Arnold

Date: February 14, 2025

Signature: *Wilbur V Arnold IV*

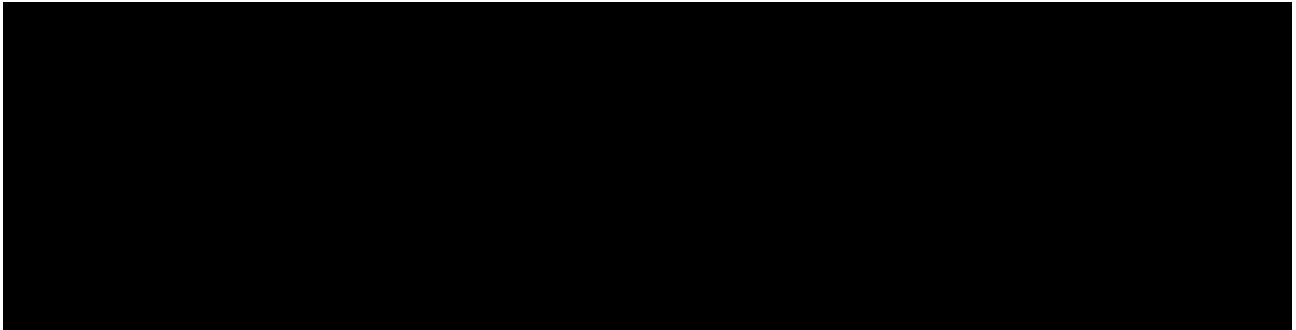
Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

Attachment C - References

Attachment C REFERENCES

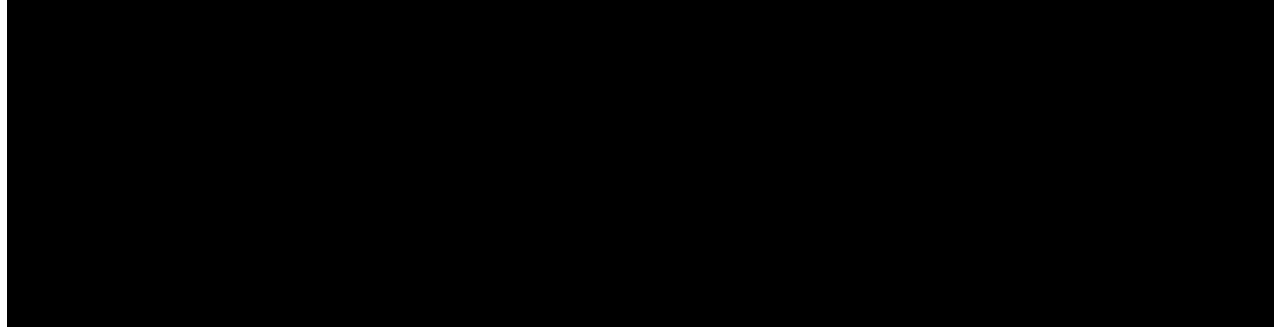
Bidder may submit as many references as desired by submitting as many additional copies of Attachment C, References, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, bidders are encouraged to submit additional references to ensure that at least two references are available for interview. Agency staff must be able to contact two references within two (2) business days of bid opening to be considered responsive or no later than February 19, 2025.

REFERENCE 1

A large black rectangular redaction box covering the contact information for Reference 1.

Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 2

A large black rectangular redaction box covering the contact information for Reference 2.

Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 3



Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 4

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 5

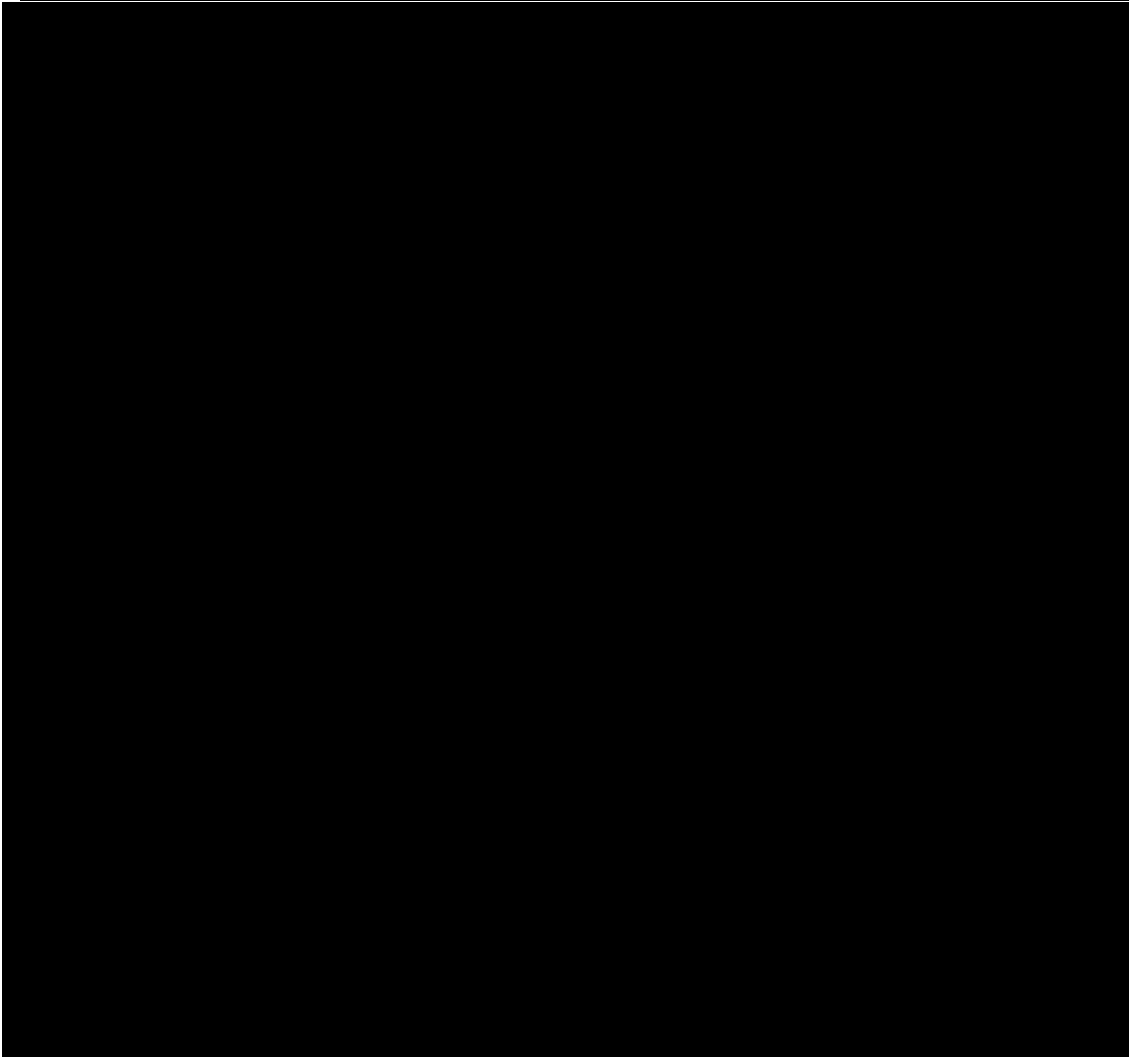
Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

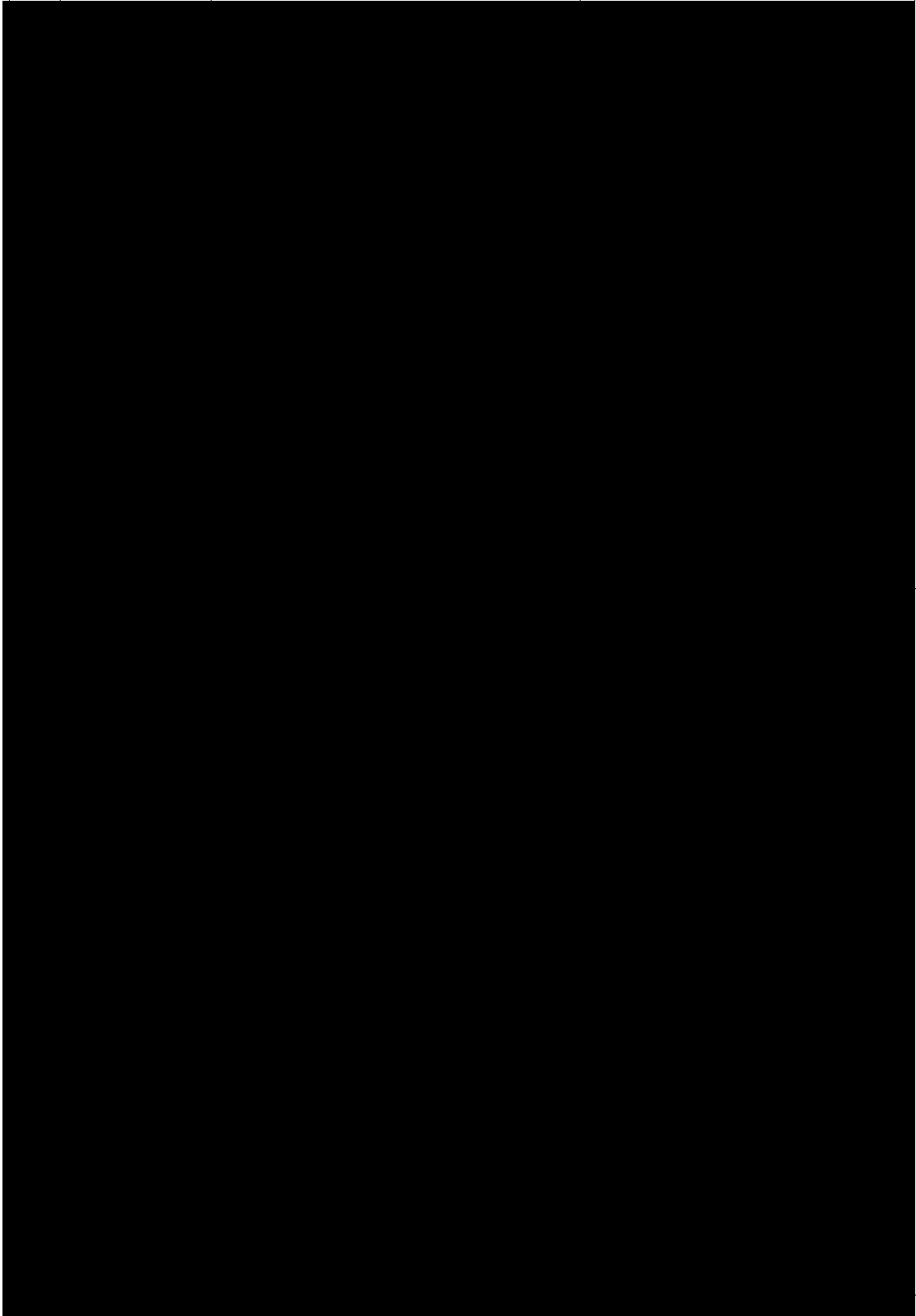
Attachment G - IFB (RFX 3160007165) Exception(s)

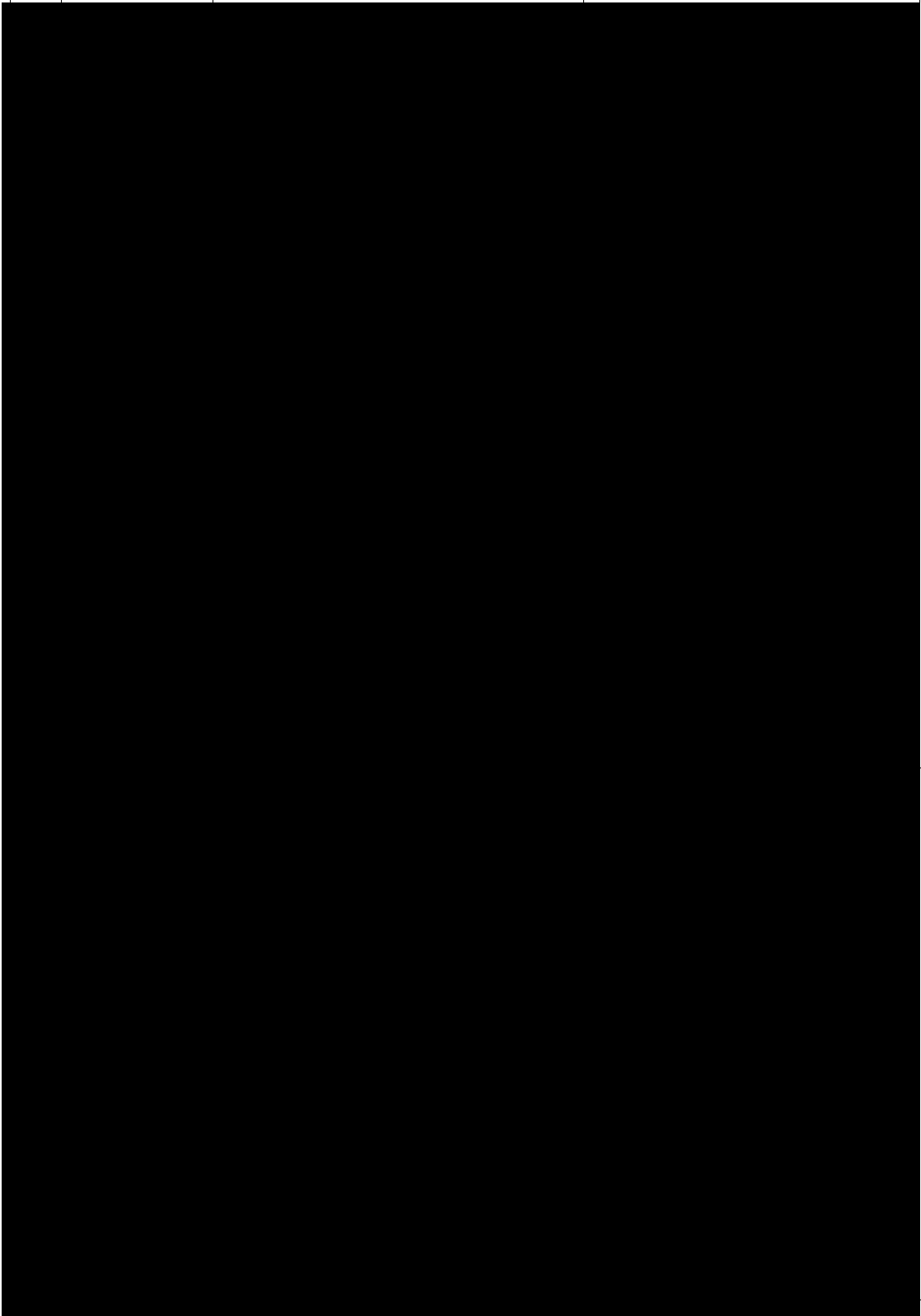
Attachment G

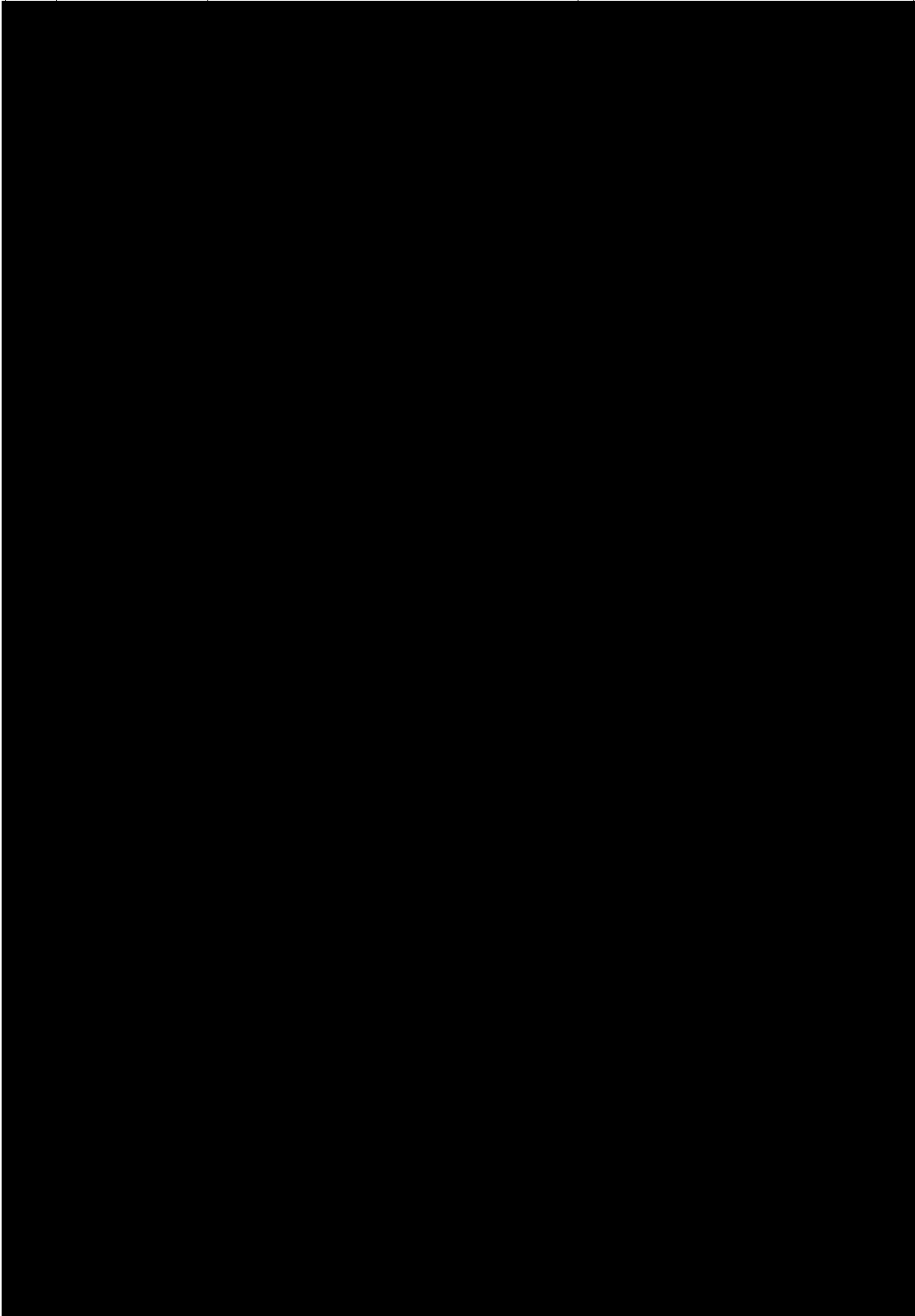
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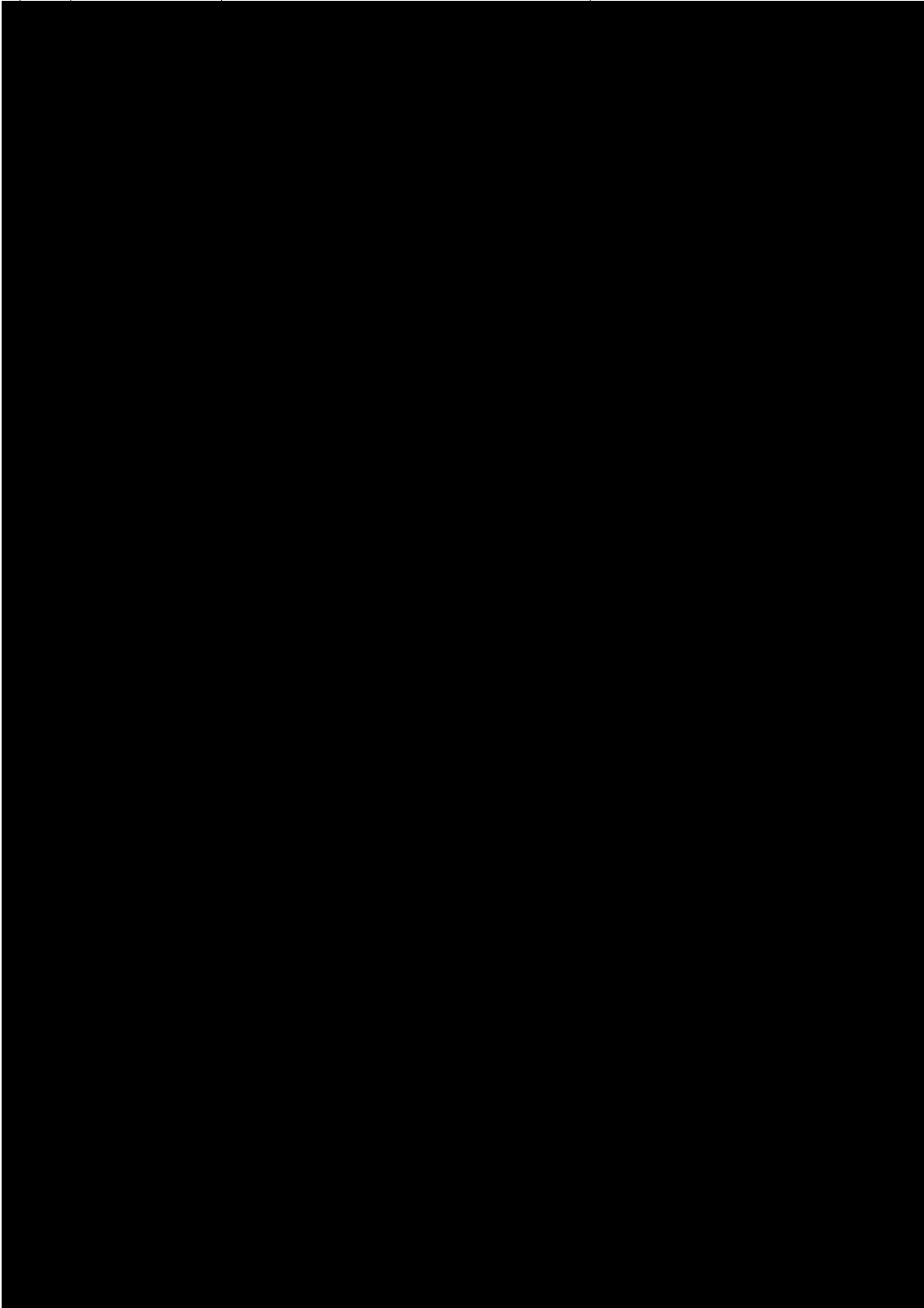
Bidder taking exception to any part or section of the solicitation shall indicate such exceptions on the table below. If no exceptions are taken, then the Bidder shall state in this section "No Exceptions Taken." Failure to indicate any exception will be interpreted as the Bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

Procurement Section and Page Number	Original Language	Requested Change/Exception	Agency Decision
			

Procurement Section and Page Number	Original Language	Requested Change/Exception	Agency Decision
			

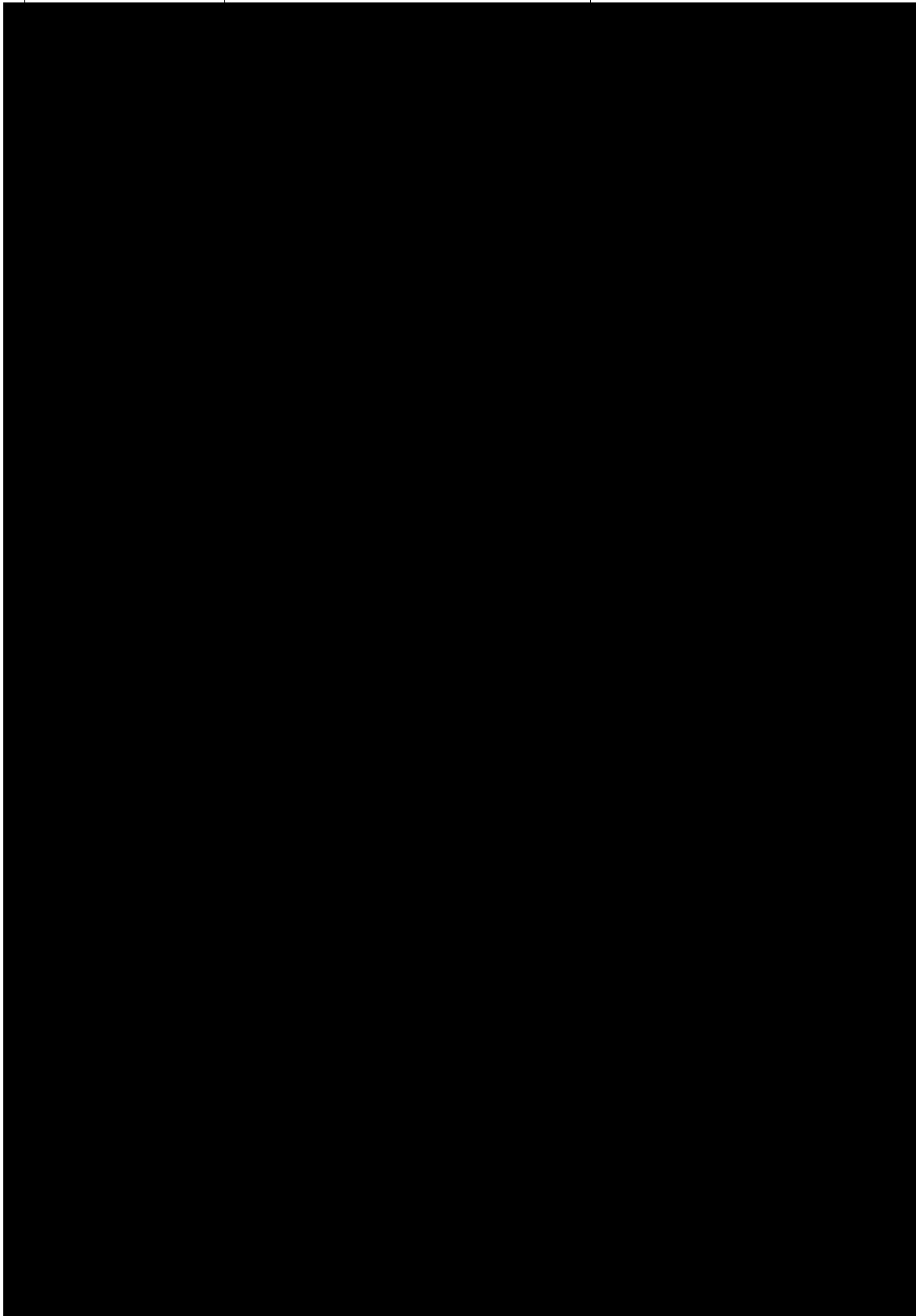
Procurement Section and Page Number	Original Language	Requested Change/Exception	Agency Decision
			

Procurement Section and Page Number	Original Language	Requested Change/Exception	Agency Decision
			

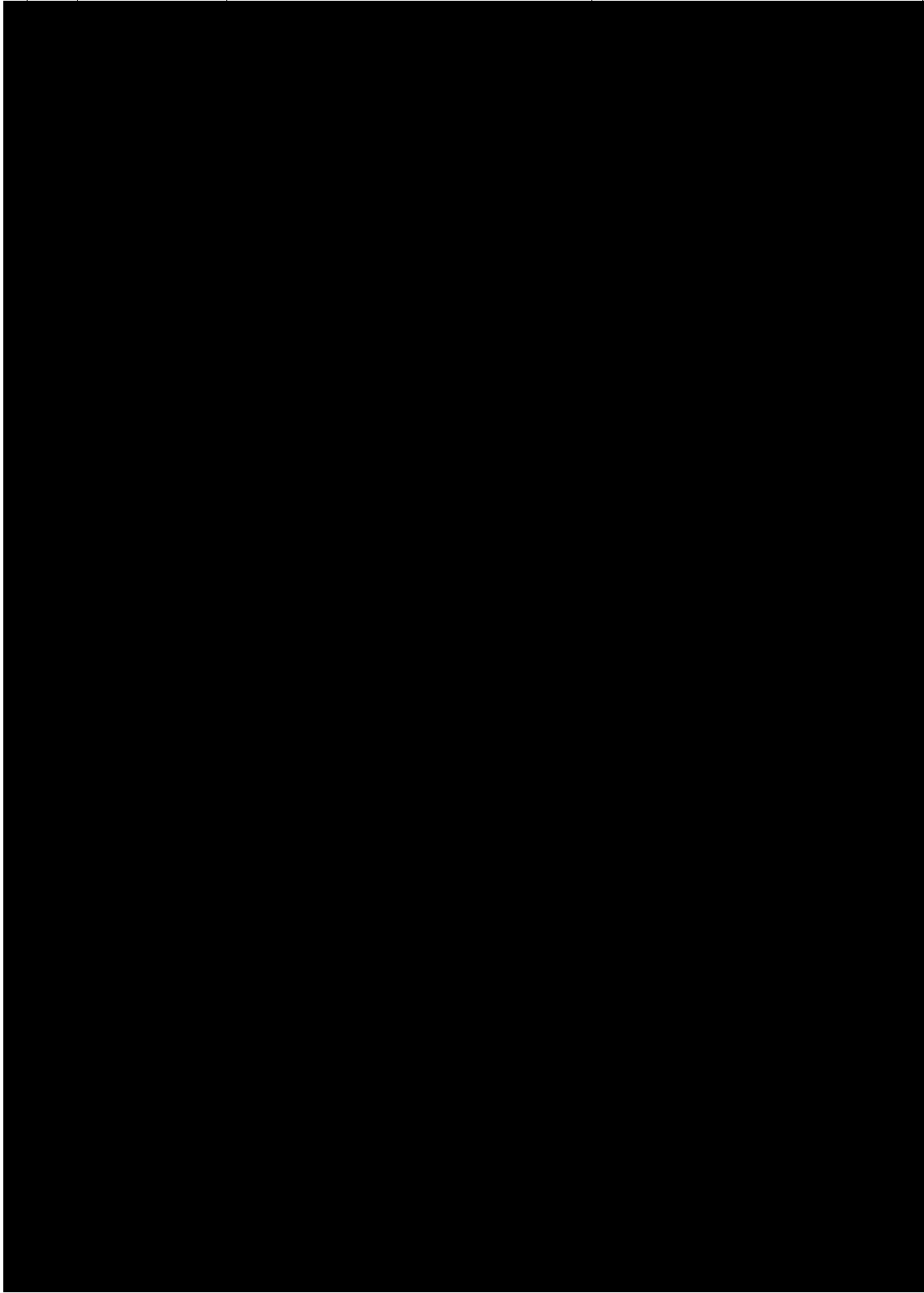
Procurement Section and Page Number	Original Language	Requested Change/Exception	Agency Decision
			

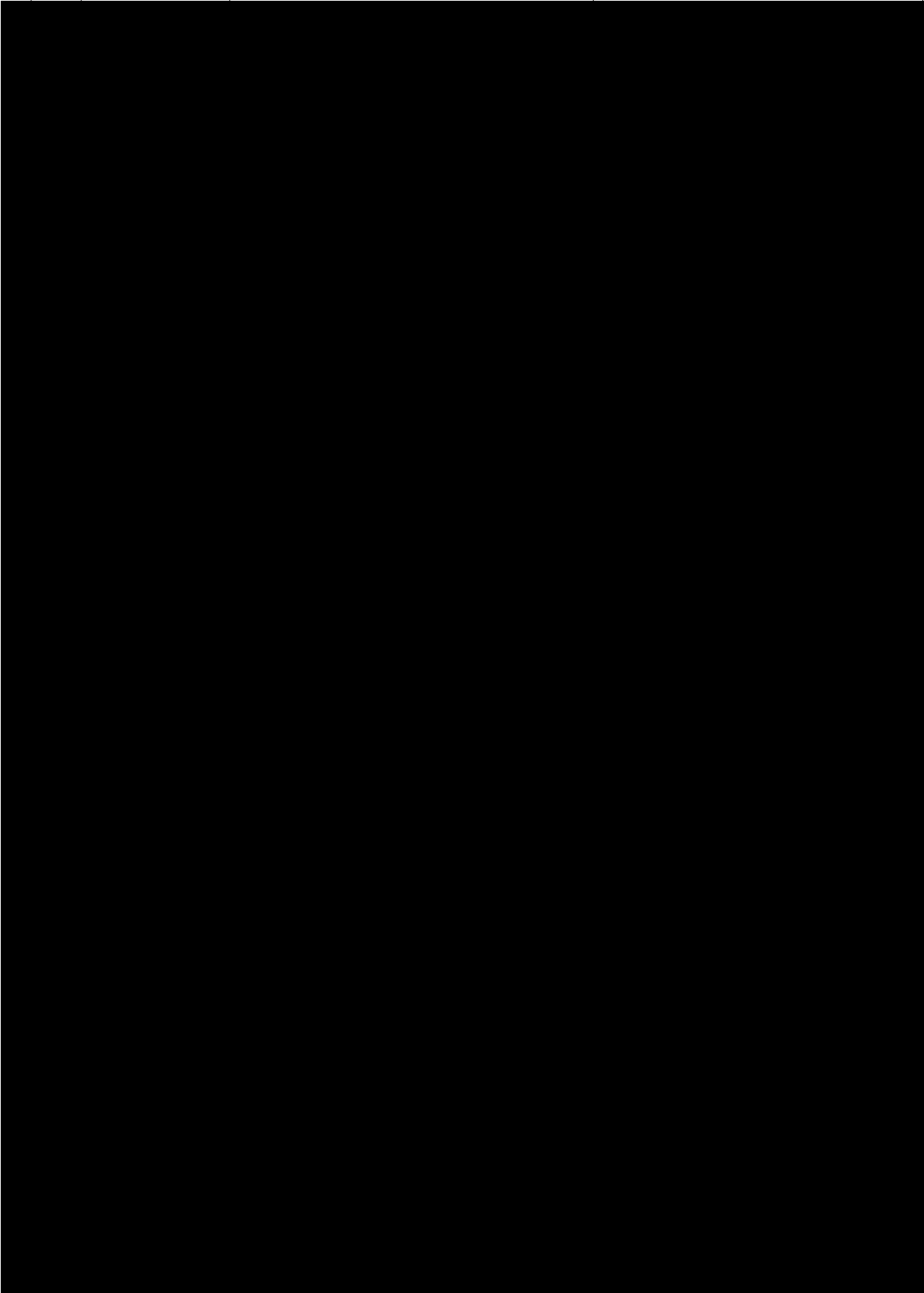
Procurement Section and Page Number	Original Language	Requested Change/Exception	Agency Decision

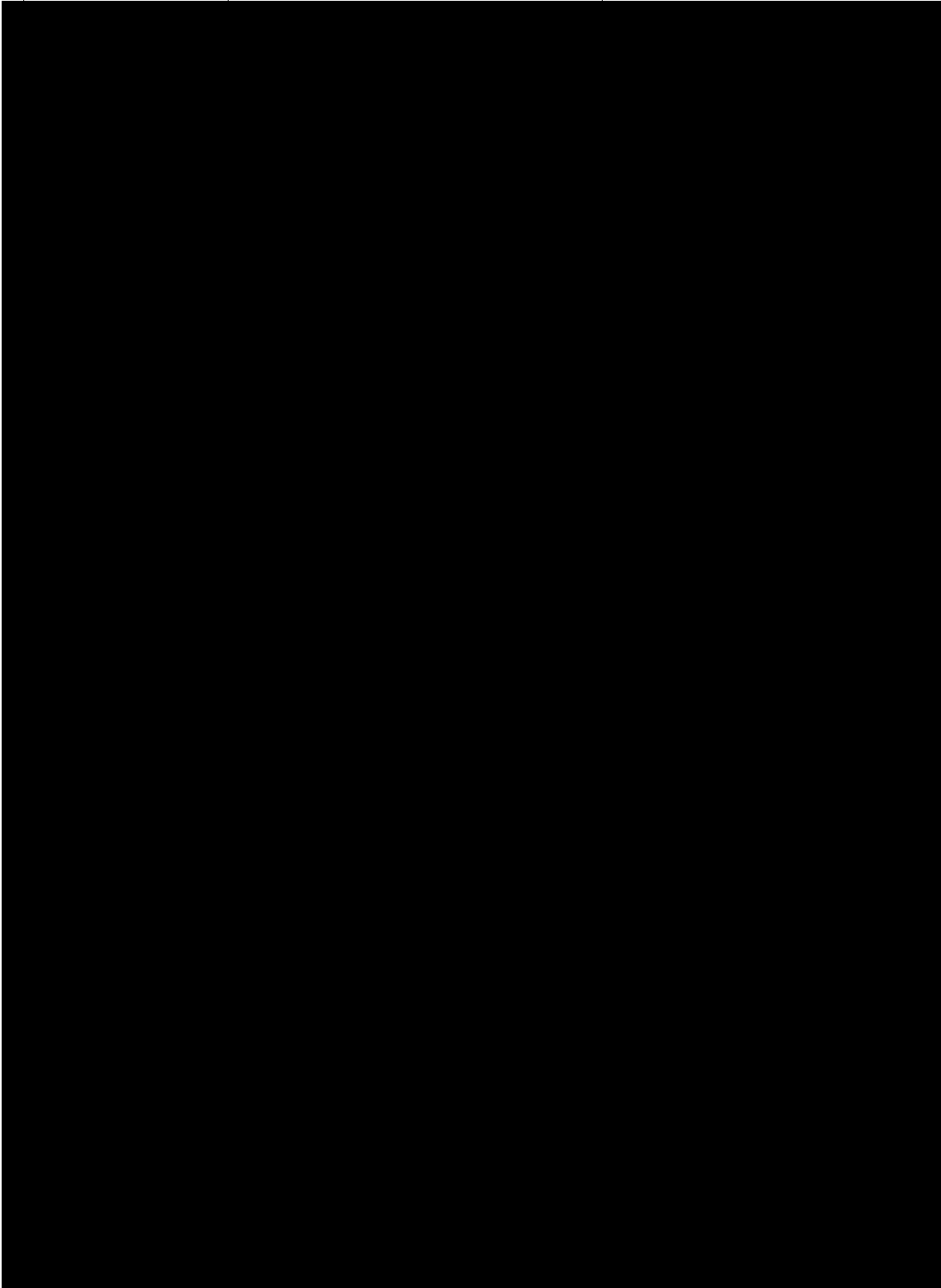
Procurement Section and Page Number	Original Language	Requested Change/Exception	Agency Decision
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Procurement Section and Page Number	Original Language	Requested Change/Exception	Agency Decision

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Procurement Section and Page Number	Original Language	Requested Change/Exception	Agency Decision
			

Procurement Section and Page Number	Original Language	Requested Change/Exception	Agency Decision
			

Attachment A**BID COVER SHEET**

Bids are to be submitted via email at lori.adams@its.ms.gov, U.S. mail, postage prepaid or by personal delivery as listed below, on or before 3:00 PM CST, February 14, 2025.

PLEASE MARK YOUR ENVELOPE:

IFB Agency Alignment and Optimization Consulting Services
 IFB RFx Number 3160007165
 Opening Date: 3:00 PM CST, February 14, 2025
 Mississippi Department of Information Technology Services
 Attention: Lori Adams, Accounting Specialist
 3771 Eastwood Drive
 Jackson, Mississippi 39211
 SEALED BID – DO NOT OPEN

Name of Company: Forrester Research, Inc.

Quoted By: Drew Jaehnig

Signature: *Drew Jaehnig*

Address: 60 Acorn Park Dr

City/State/Zip: Cambridge, MA 02140

Telephone: 540-671-6671

Fax Number: 617-613-5299

E-Mail Address: djaehnig@forrester.com

Name and phone number of Company Representative to be contacted by Agencies seeking to contract for services pursuant to this IFB: Drew Jaehnig

In addition to providing the above contact information, please answer the following questions regarding your company:

What year was your company started? 1983

How many years has the firm been in business of performing the services called for in this IFB?
42 Years

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation. 60 Acorn Park Dr, Cambridge, MA 02140

If your company is not physically located within the vicinity, how will you supply Consulting Services to the agency? Remotely

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms. No

Is your company licensed and/or certified to provide Consulting Services as required by any and all applicable Federal and State law(s)? Yes

List all licenses or permits your company possesses that are applicable to performing the services required in this IFB. _____

For how many customers has your company provided Consulting Services in the past two years? 564 Engagements Globally

What is the largest customer your company has provided Consulting Services for in the past two years? United State Air Force and IBM

Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff. Forrester Research, Inc. offers research-backed consulting services tailored to optimize IT organizations, aligning them with strategic objectives. With over 40 years of experience and a library of 60,000 research assets, Forrester delivers data-driven insights to enhance operational efficiency and workforce effectiveness. Our team comprises 268 consultants, each with an average of 20+ years of industry experience, bringing expertise in organizational assessment, IT capability mapping, and change management. Forrester's structured methodology ensures stakeholder collaboration, transparent communication, and proactive engagement, leading to sustainable improvements. This approach has successfully supported 60% of Fortune 500 companies and 14 of 15 Federal Executive Branch Departments in achieving cost reductions and performance optimization. Our research-based frameworks, including the IT Capability Reference Model and Business Capability Decision Tool, provide ITS with a best-in-class, strategic transformation roadmap.

Attachment B**BID FORM**

Company	Contact Person	Telephone Number
Forrester Research, Inc.	Drew Jaehnig	540-671-6671

The pricing quoted shall be inclusive of, but not limited to the following:

1. All required equipment/material;
2. All required insurance, bond, or other surety;
3. All required overhead;
4. All required profit;
5. All required vehicles;
6. All required fuel and mileage;
7. All required labor and supervision;
8. All required business and professional certifications, licenses, permits, or fees; and,
9. Any and all other costs.

All pricing for Consulting Services should include all associated costs for the items with no additional or hidden fees.

Deliverable Description	Cost
Meet with Key Stakeholders: Conduct meetings with Executive Management Team Members, HR personnel, and the Chief Administrative Officer (CAO) to gain a thorough understanding of current work processes, organizational structure, and strategic priorities (4.1.5.1)	\$55,130.97
Develop Initial Recommendations: Develop an outline/report summarizing key findings and initial recommendations for integrating the agency's strategy into its organizational structure. (4.1.5.2)	\$34,511.22
Present and Refine: Present findings to the Executive Director and HR for feedback and input. Subsequently, present the refined recommendations to the entire Executive Management team. (4.1.5.3)	\$18,904.47
Support Organizational Change: Develop and deliver specialized leadership training to support the implementation of organizational changes. Develop and implement communication strategies to effectively inform and engage employees throughout the change process. (4.1.5.4)	\$12,143.25
Professional Services Total Cost:	\$120,689.90

By signing below, the company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

1. That he/she has thoroughly read and understands the Invitation for Bids and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and Attachments thereto;
3. That the company agrees to all provisions of the Invitation for Bids and Attachments thereto including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this IFB (Attachments E and F);
4. That the company will perform the services required at the prices quoted above;
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date;
6. The Contractor represents that its workers are licensed, certified and possess the requisite credentials to Consulting Services; and,
7. **NON-DEBARMENT:** By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.
8. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder or competitor for the purpose of restricting competition.
9. **OFFEROR'S REPRESENTATION REGARDING CONTINGENT FEES:** By responding to this solicitation, the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation, a full and complete explanation shall be submitted in writing [with the offeror's response.
10. **REPRESENTATION REGARDING CONTINGENT FEES:** Contractor represents that it *has not* retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Contractor's bid.

11. **REPRESENTATION REGARDING GRATUITIES:** Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Agency a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of [Agency] has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by offeror. Offeror further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
12. **PROPERTY RIGHTS.** Property rights do not inure to any bidder until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The Agency is under no obligation to award a contract and may terminate a legally executed contract at any time.
13. **BIDDER ACKNOWLEDGEMENT:** Bidders shall acknowledge which of the following statements is applicable regarding release of its bid document as a public record. A bidder may be deemed non-responsive if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:
- ☐ Along with a complete copy of its bid, bidder has submitted a second copy of the bid document in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations if the [Agency] or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that [Agency] may release the redacted copy of the bid document at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.
- ☒ Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by the [Agency] at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A bidder who selects this option but submits a redacted copy of its bid may be deemed non-responsive.

Company Name: Forrester Research, Inc

Printed Name of Representative: Chris Finn

Date: 14 Feb 2025

Signature: Chris Finn

Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

Attachment C**REFERENCES**

Bidder may submit as many references as desired by submitting as many additional copies of Attachment C, References, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, bidders are encouraged to submit additional references to ensure that at least two references are available for interview. Agency staff must be able to contact two references within two (2) business days of bid opening to be considered responsive or no later than February 19, 2025.

REFERENCE 1

Name of Company: Commonwealth of Pennsylvania
 Dates of Service: 2013 - Present
 Contact Person: Stacey Connors
 Address: 1147 Strawberry Sq
 City/State/Zip: Harrisburg, PA 17128-0001
 Telephone Number: 717-346-1611
 Cell Number: _____
 E-mail: stconnors@pa.gov
 Alternative Contact Person (optional): _____
 Telephone Number: _____
 Cell Number: _____
 E-mail: _____

REFERENCE 2

Name of Company: City of Dallas
 Dates of Service: 2004 - Present
 Contact Person: Tanishia Dorsey
 Address: 1500 Marilla St.
 City/State/Zip: Dallas, Tx 75201
 Telephone Number: 214-671-8909
 Cell Number: _____
 E-mail: tanishia.dorsey@dallascityhall.com
 Alternative Contact Person (optional): _____
 Telephone Number: _____
 Cell Number: _____
 E-mail: _____

REFERENCE 3

Name of Company: California State Teachers Retirement System
Dates of Service: 2014-Present
Contact Person: Van Dang
Address: 100 Waterfront Pl
City/State/Zip: West Sacramento, CA 95605
Telephone Number: 916-414-6965
Cell Number: _____
E-mail: vdang@calstrs.com
Alternative Contact Person (optional): Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 4

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 5

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): Telephone Number: _____
Cell Number: _____
E-mail: _____

Attachment D**References Score Sheet****IFB 3160007165****IFB Agency Alignment and Optimization Consulting Services****TO BE COMPLETED BY AGENCY STAFF ONLY****Company Name:** _____**Reference Name:** _____**Person Contacted, Title/Position:** _____**Date/Time Contacted:** _____**Service From/To Dates:** _____

Able to provide Consulting Services when you called?	Yes	No
Satisfied with the Consulting Services provided? If no, please explain.	Yes	No
Vendor easy to work with in scheduling Consulting Services?	Yes	No
Was the Consulting Services completed on time and within budget?	Yes	No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here ____.)	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend them?	Yes	No

Bidder must have a minimum of 6 “yes” answers on the questions above from two references (total of 12 “yes” answers) to be considered responsible and for its bid to be considered.

Score: Pass/Fail

Do you have any business, professional or personal interest in the vendor’s organization? If yes, please explain.	Yes	No
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A “yes” to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

Notes: _____

Called by: _____

Signature

Title

Date

Attachment F**OPTIONAL CLAUSES FOR USE IN SERVICE CONTRACTS RESULTING FROM THIS IFB**

Anti-assignment/Subcontracting: Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

1. Antitrust: By entering into a contract, Contractor conveys, sells, assigns, and transfers to the Agency all rights, titles, and interest it may now have, or hereafter acquire, under the antitrust laws of the United States and the State that relate to the particular goods or services purchased or acquired by the Agency under said contract.
2. Attorney's Fees and Expenses: Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.
3. Authority to Contract: Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) 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, (d) 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.
4. Change in Scope of Work: The Agency may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the

contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Agency and Contractor.

If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify the Agency in writing of this belief. If the Agency believes that the particular work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

5. Claims Based on a Procurement Officer's Actions or Omissions:

a. *Notice of Claim.* If any action or omission on the part of a Chief Procurement Officer or designee of such officer requiring performance changes within the scope of the contract constitutes the basis for a claim by Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

i. Contractor shall have given written notice to the Chief Procurement Officer or designee of such officer:

- (1) prior to the commencement of the work involved, if at that time Contractor knows of the occurrence of such action or omission;
- (2) within 30 days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work; or,
- (3) within such further time as may be allowed by the Chief Procurement Officer in writing.

This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The Chief Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Chief Procurement Officer or designee of such officer;

ii. The notice required by subparagraph (a) of this paragraph describes, as clearly as practicable at the time, the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and,

iii. Contractor maintains and, upon request, makes available to the Chief Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

b. *Limitation of Clause.* Nothing contained herein shall excuse Contractor from compliance with any rules of law precluding state officers and Contractors from acting in collusion or

bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

- c. *Adjustment of Price.* Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

- 6. Information Designated by Contractor as Confidential: Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the Agency shall result in the immediate termination of this agreement.

- 7. Confidentiality: Notwithstanding any provision to the contrary contained herein, it is recognized that Agency is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to Agency pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, Agency shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The Agency shall not be liable to the Contractor for disclosure of information required by court order or required by law.
- 8. Contractor Personnel: The Agency shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the Agency reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the Agency in a timely manner and at no additional cost to the Agency. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
- 9. Copyrights: Contractor agrees that Agency shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement. Further, Contractor hereby grants to Agency a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

10. Debarment and Suspension: Contractor certifies to the best of its knowledge and belief, that it:
 - a. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
 - b. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it 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;
 - c. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - d. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (b) and (c) of this certification; and,
 - e. has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

11. Disclosure of Confidential Information: In the event that either party to this agreement 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 confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*

12. Exceptions to Confidential Information: Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:
 - a. is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
 - b. is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
 - c. is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
 - d. is independently developed by the recipient without any reliance on confidential information;
 - e. is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
 - f. is disclosed with the disclosing party's prior written consent.

13. Errors in Extension: If the unit price and the extension price are at variance, the unit price shall prevail.
14. Failure to Deliver: In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Agency, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Agency may have.
15. Failure to Enforce: Failure by the Agency at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Agency to enforce any provision at any time in accordance with its terms.
16. Final Payment: Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the Agency a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State's claims against Contractor under this contract.
17. Force Majeure: Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
18. HIPAA Compliance: Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
19. Indemnification: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from

and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

20. Independent Contractor Status: Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the agency, and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Agency shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.
21. Infringement Indemnification: Contractor warrants that the materials and deliverables provided to the customer under this agreement, and their use by the customer, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the customer the right to continue using such items. Should Contractor fail to obtain for the customer the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense. In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the customer to discontinue using such items, in which case Contractor will refund to the customer the fees previously paid by the customer for the items the customer may no longer use, and shall compensate the customer for the lost value of the infringing part to the phase

in which it was used, up to and including the contract price for said phase. Said refund shall be paid within ten (10) working days of notice to the customer to discontinue said use.

Scope of Indemnification: Provided that the State promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, at its own expense, the State against, and pay all costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

22. Integrated Agreement/Merger: This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Contractor on the basis of draftsmanship or preparation hereof.

23. Liquidated Damages:

4-101.05 of the *PPRB OPSCR Rules and Regulations*.) When Contractor is given notice of delay or nonperformance as specified in Paragraph (1) (Default) of the Termination for Default clause of this contract and fails to cure in the time specified, Contractor shall be liable for damages for delay in the amount of \$[500.00] per calendar day from date set for cure until either the State reasonably obtains similar services if Contractor is terminated for default, or until Contractor provides the services if Contractor is not terminated for default. To the extent that Contractor's delay or nonperformance is excused under Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default clause of this contract, liquidated damages shall not be due the State. Contractor remains liable for damages caused other than by delay.

OR

Modification or Renegotiation: This agreement may be modified only by written agreement signed by the parties hereto. 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.

24. Notices: All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Agency:	For Contractor:
[Name, Title]	Drew Jaehnig, Capture Manager
[Agency Name]	Forrester Research, Inc
[Address]	60 Acorn Park Dr
[City, State, Zip]	Cambridge, MA 02140

25. Non-solicitation of Employees: Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.
26. Oral Statements: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Agency and agreed to by Contractor.
27. Ownership of Documents and Work Papers: Agency shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to Agency upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from Agency and subject to any copyright protections.
28. Patents and Royalties: Contractor covenants to save, defend, keep harmless, and indemnify the Agency and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost--including court costs and attorney's fees, charges, liability, and exposure, however caused--for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the Agency. If Contractor uses any design, device, or material covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.
29. Price Adjustment:
- a. *Price Adjustment Methods.* Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:
 - i. by agreement on a fixed price adjustment before commencement of the additional performance;
 - ii. by unit prices specified in the contract;
 - iii. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
 - iv. by the price escalation clause.

- b. *Submission of Cost or Pricing Data.* Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the *PPRB OPSCR Rules and Regulations*.
30. Priority: The contract consists of this agreement with exhibits, the IFB [3160007165] , and the bid dated 14 Feb 2025 by Forrester Research, Inc. (hereinafter referred to as “Bid” and attached as Schedule [Attachment A,B & C]). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement with exhibits and, if still unresolved, by reference to the IFB and, if still unresolved, by reference to the Bid. Omission of any term or obligation from this agreement or incorporated documents Attachments A,B & C shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
31. Quality Control: Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor’s staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the Agency.
32. Record Retention and Access to Records: Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor’s books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.
33. Recovery of Money: Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the Agency, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the Agency. The rights of the Agency are in addition and without prejudice to any other right the Agency may have to claim the amount of any loss or damage suffered by the Agency on account of the acts or omissions of Contractor.
34. (See Section 3-501.05.3 (Requirements Contracts) of the *PPRB OPSCR Rules and Regulations*.) Requirements Contract: During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the Agency shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current

expectations of the Agency for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the Agency is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the Agency may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

35. Right to Audit: Contractor shall maintain such financial records and other records as may be prescribed by the Agency or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the Agency, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.
36. Right to Inspect Facility: The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.
37. Severability: If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
38. State Property: Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.
39. Third Party Action Notification: Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.
40. Unsatisfactory Work. If, at any time during the contract term, the service performed or work done by Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

41. Variations in Estimated Quantities:

Variation in Quantity: Upon the agreement of the parties, the quantity of services specified in this contract may be increased by a maximum of ten percent provided:

- a. the unit prices will remain the same (except for any price adjustments otherwise applicable); and,
- b. the Chief Procurement Officer makes a written determination that such an increase will either be more economical than awarding another contract, or that it would not be practical to award another contract.

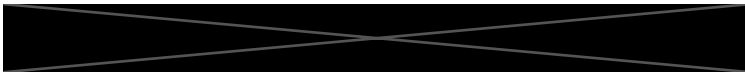
OR

- a. the minimum quantity, if any, the State is obligated to order and Contractor to provide;
- b. whether there is a quantity the State expects to order and how this quantity relates to any minimum and maximum quantities that may be ordered under the contract;
- c. any maximum quantity the State may order and Contractor must provide; and,
- d. whether the State is obligated to order its actual requirements under the contract, or in the case of a multiple award as defined in Section 3-503 (Multiple Source Contracting) of the *PPRB OPSCR Rules and Regulations*, that the State will order its actual requirements from Contractors under the multiple award subject to any minimum or maximum quantity stated.

42. Waiver: No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

Proposal for – IFB 3160007165 Agency Alignment and Optimization Consulting Services

Prepared for: Mississippi Department of
Information Technology Services
Feb 14, 2025



Cover Letter

Dear Lori Adams,

Gartner, Inc. (Gartner) is pleased to provide the Mississippi Department of Information Technology Services (ITS) with this Proposal for Agency Alignment & Optimization services. Gartner understands the importance of this effort in order for ITS to prepare a future-ready organization that is optimized to deliver on its strategic priorities, including enhancing collaboration and cohesion across all divisions. Gartner, as the world's leading information technology research and advisory company, is ideally equipped to help ITS succeed for three primary reasons: our proven track record within state government strategy & operating models, our prebuilt organization design solutions to address ITS's structural needs, and our deep technical and functional expertise applicable to ITS's future-oriented demands.

We have proposed an approach that rapidly validates ITS's strategic vision, identify gaps, maps the future state needs of the organization, and provides effective communication training for the leadership. We will assist you in designing a model that strategically deploys ITS resources to deliver existing and new IT services and programs needed to achieve ITS's strategic priorities. Not only do we have the expertise and track record in IT organizational design, but we also have deep expertise in fostering agency-wide engagement and leadership training. We will provide a team with broad and deep knowledge of state IT, including Steve Nichols, the 20-year CTO of the State of Georgia, and Lou Estrada, a former Deputy Secretary of IT and long-time strategy consultant. We will draw from our internal data and frameworks used to guide organizational design, as well as our in-depth resources around each priority, ensuring the revised structure aligns with best practices and enhances overall effectiveness and efficiency.

Gartner Consulting leverages the power of Gartner's actionable and objective insight, combining it with custom analysis and on-the-ground support, to help client organizations such as ITS make faster, smarter decisions and achieve stronger performance on the organization's mission-critical priorities.

Our offer is valid for 60 days from the submission date. Please contact me at +1 512-599-0020 or via email at usman.tareen@gartner.com if you have any questions. We thank you for this opportunity and look forward to assisting ITS with this key initiative.

Sincerely,



Usman Tareen
Managing Partner, Gartner Consulting

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	01	Executive Summary
	02	Statement of Work
	03	Investment Summary
	04	Appendix

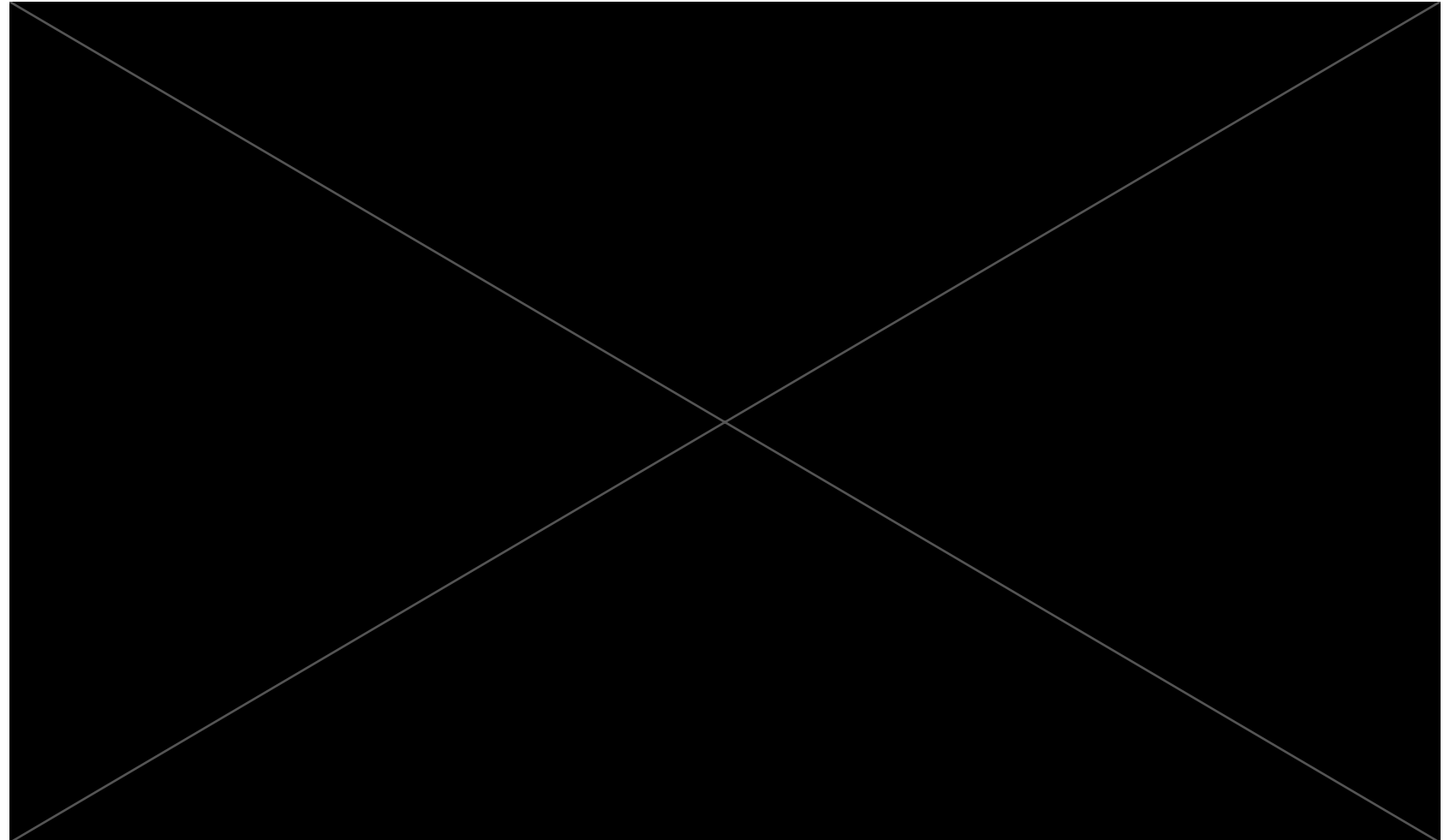
Executive Summary

Impact Summary — delivering value to Mississippi



ITS Context

- The Mississippi Department of Information Technology Services (ITS) aims to align with strategic priorities and become future-ready by modernizing capabilities and enhancing services.
 - Engage the executive management team, including the executive director, three chiefs, and division directors, to gather input and achieve consensus on the vision and necessary organizational changes.
 - Conduct a comprehensive organizational assessment to develop a future-ready design that addresses inefficiencies and redundancies while enabling advanced capabilities and enterprise services.
 - Provide leadership training so that they are able to effectively support the organizational change



For 40+ years, Gartner has helped public sector clients make the right decisions and stay ahead of change



20,000+ associates in 85 global offices

950+ consultants performing **2,650+** technology-driven strategic consulting and contract optimization engagements annually

11,500 new research reports published annually

15,000 distinct client organizations in ~90 countries

1000+ clients in North America public sector



Research

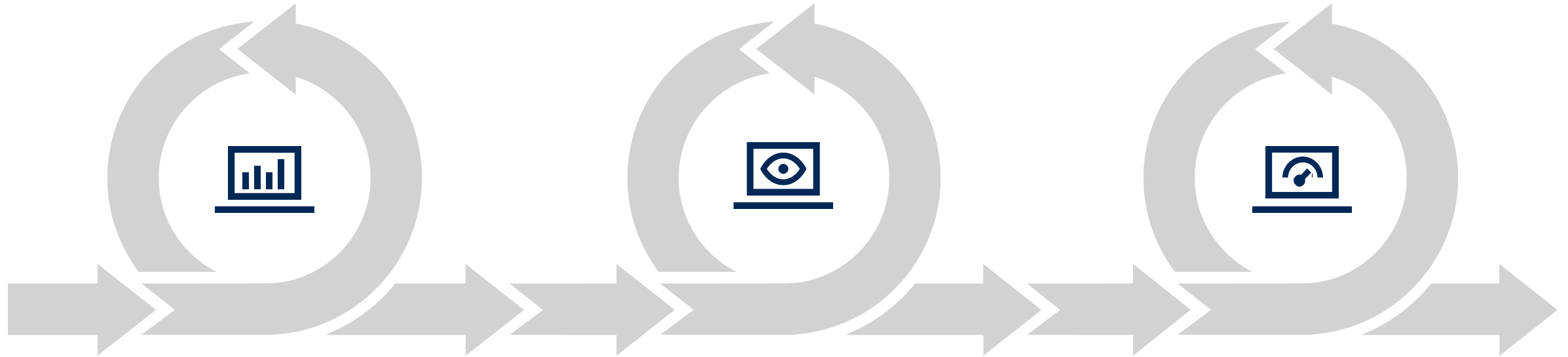
The industry's trusted leader has the most extensive research database, with 150,000+ documents quoted by leading media publications worldwide, an average of **180 times every week**.



Consulting

Results on initiatives through **2,650+ customized client engagements per year** fueled by the power of Gartner's market-leading research.

Gartner Consulting extends the value of Gartner Research from insight to action



Comprehensive Research and Data

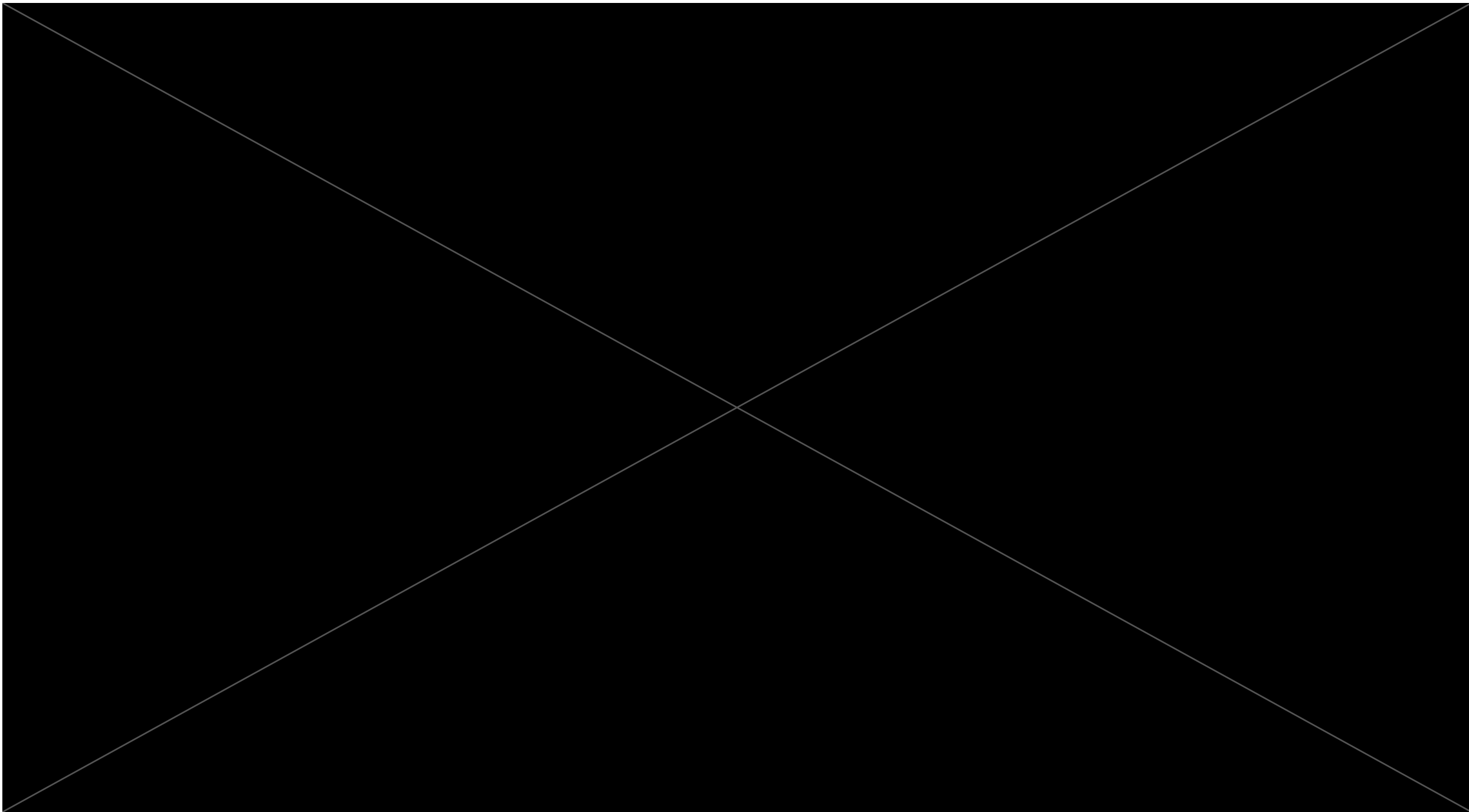
Only Gartner Consulting is **fully integrated with our research, analysts, tools, and conferences** to take industry-leading insight and turn that into customized action plans.

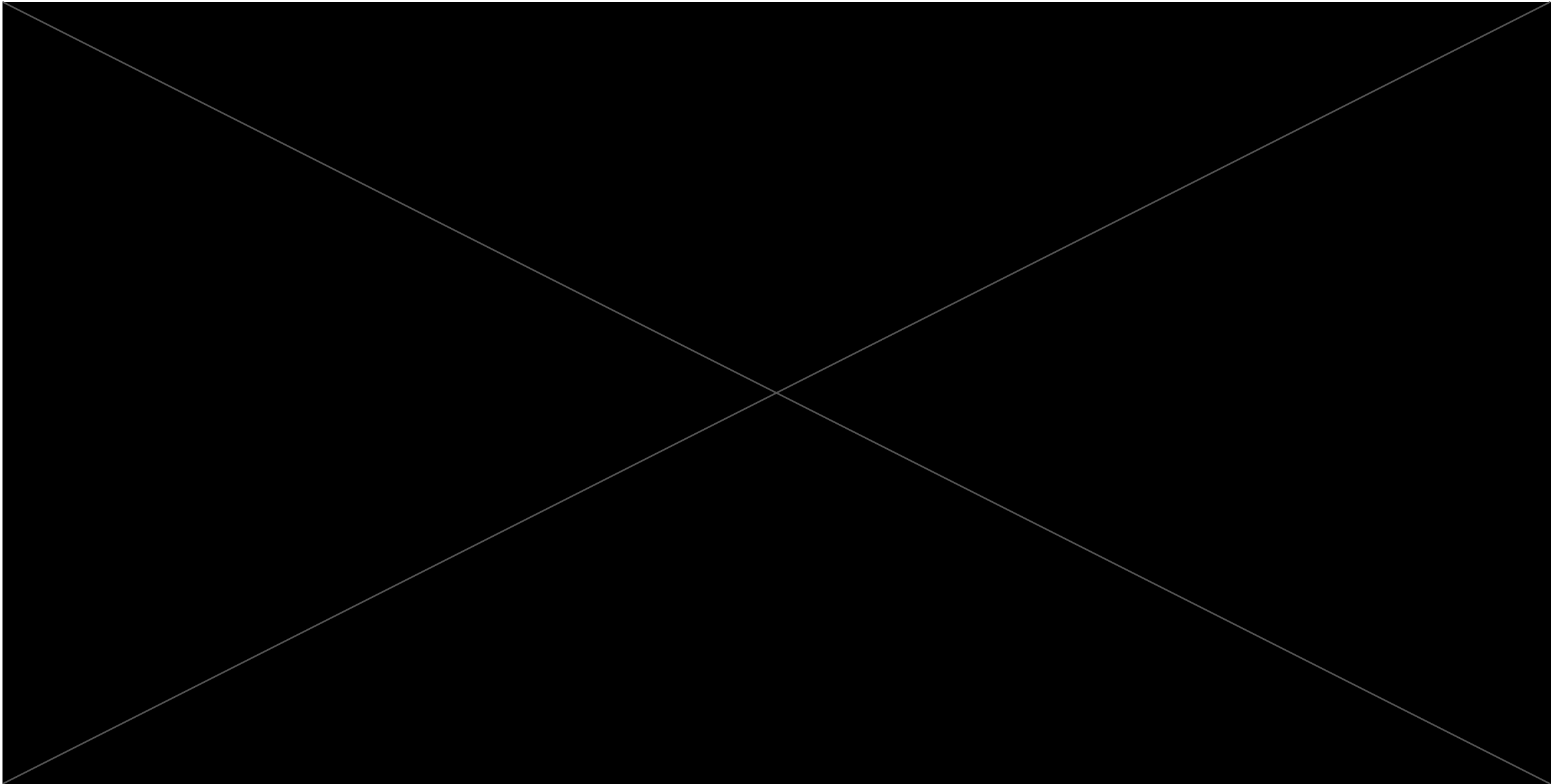
Objective Recommendations

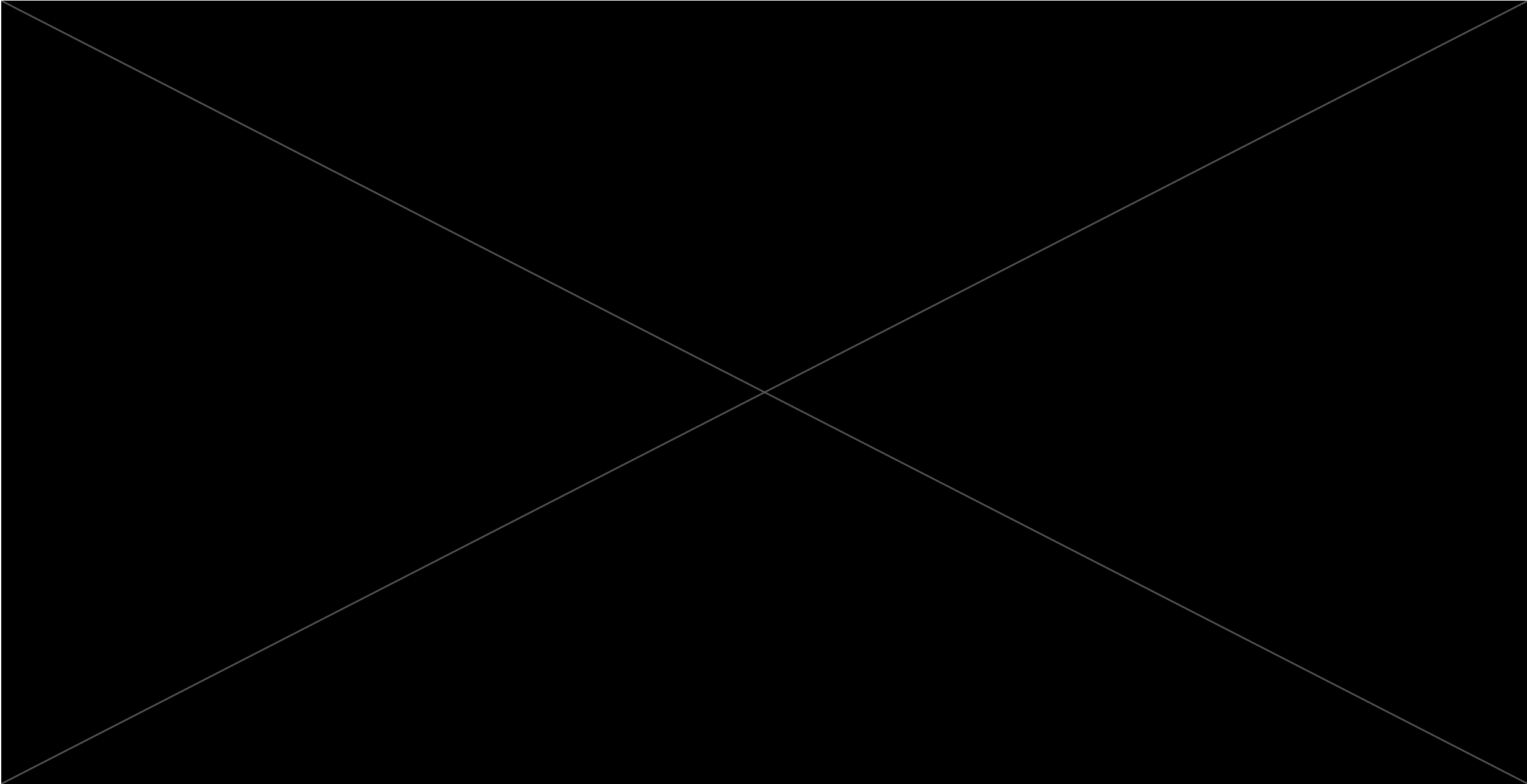
Our recommendations are **free from influence of IT vendors and integrators** allowing you to decide confidently — even under the most intense scrutiny.

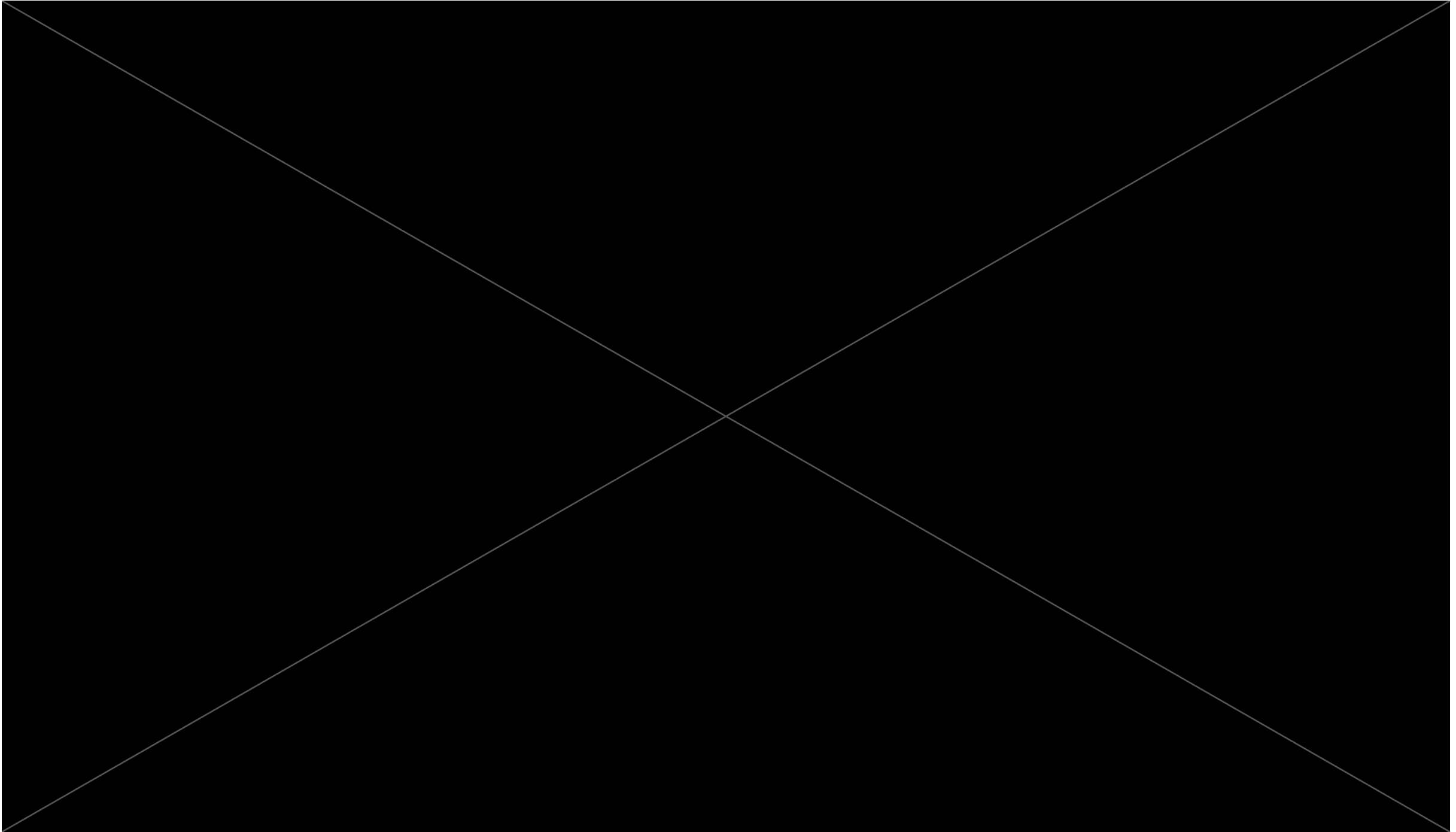
Deep IT Expertise

Our **expertise in strategy consulting and a technical depth in IT** provide actionable, objective insight you — and your stakeholders — can trust.



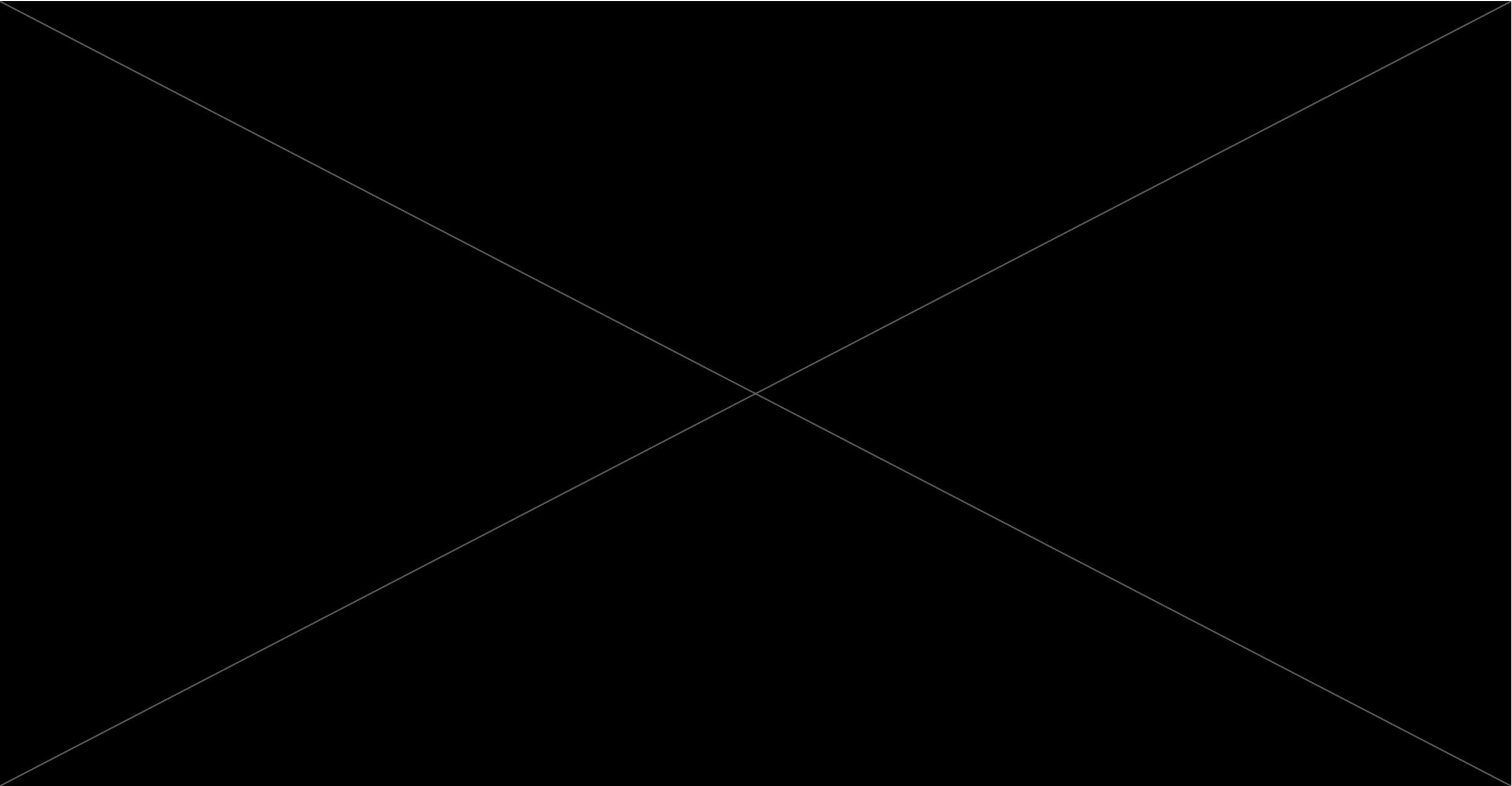


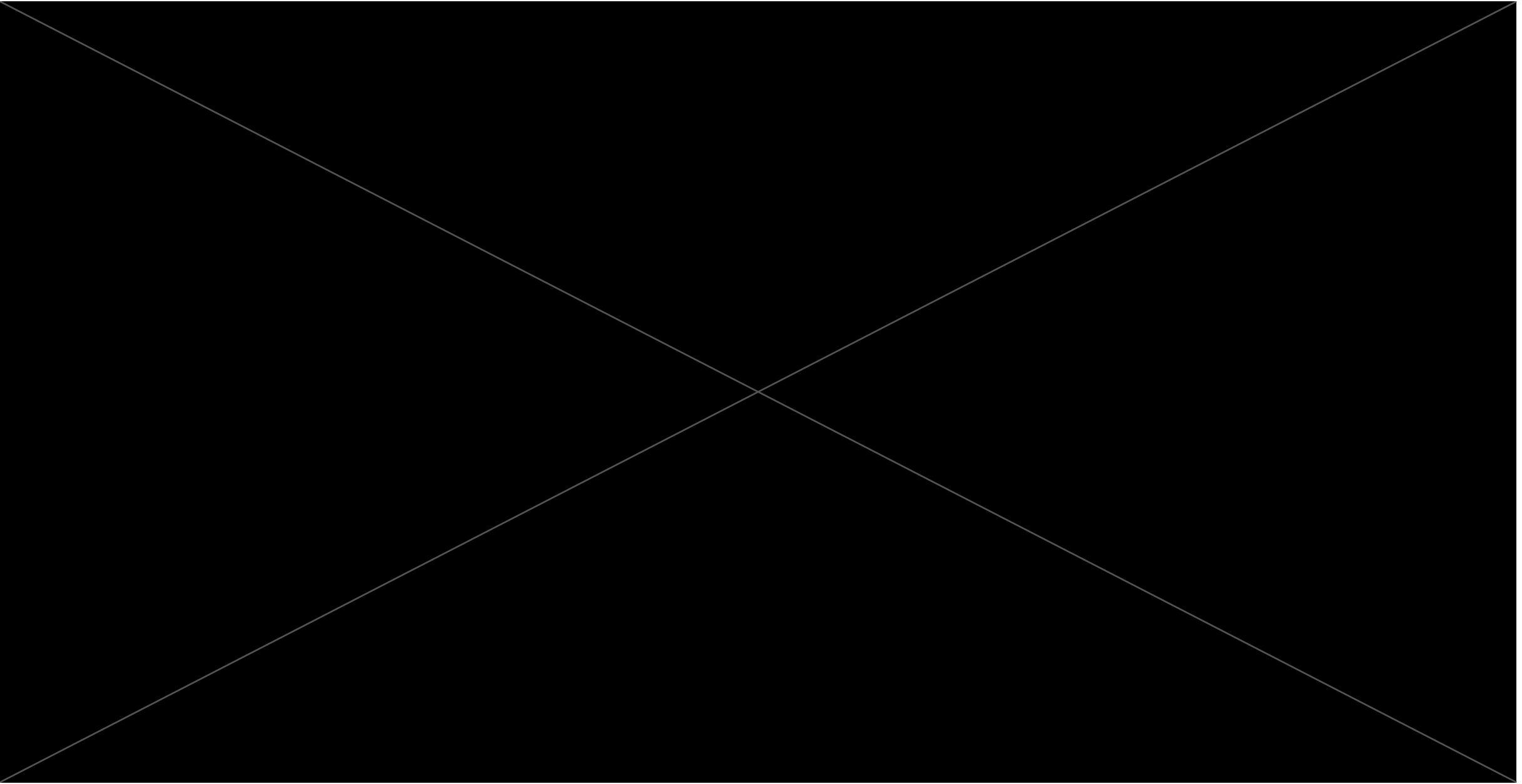


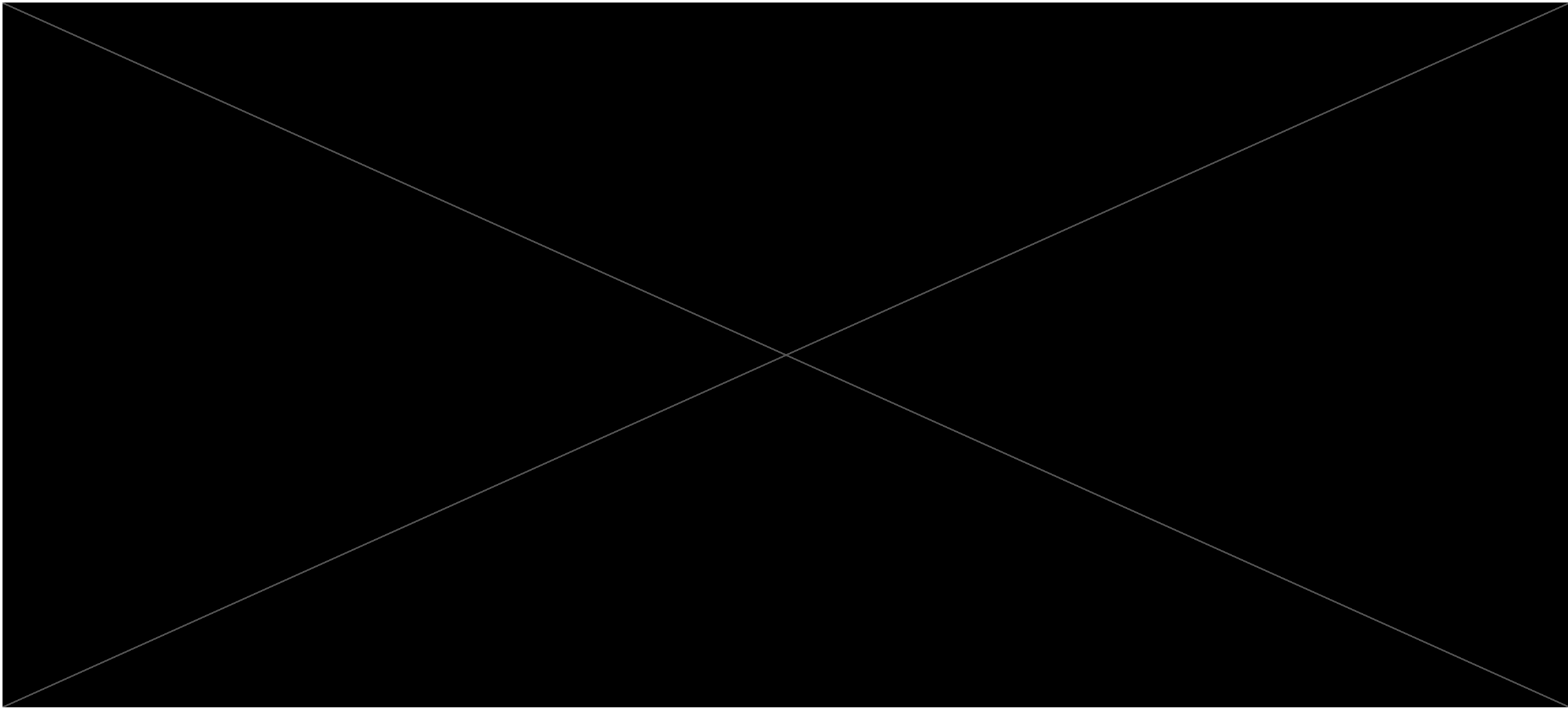


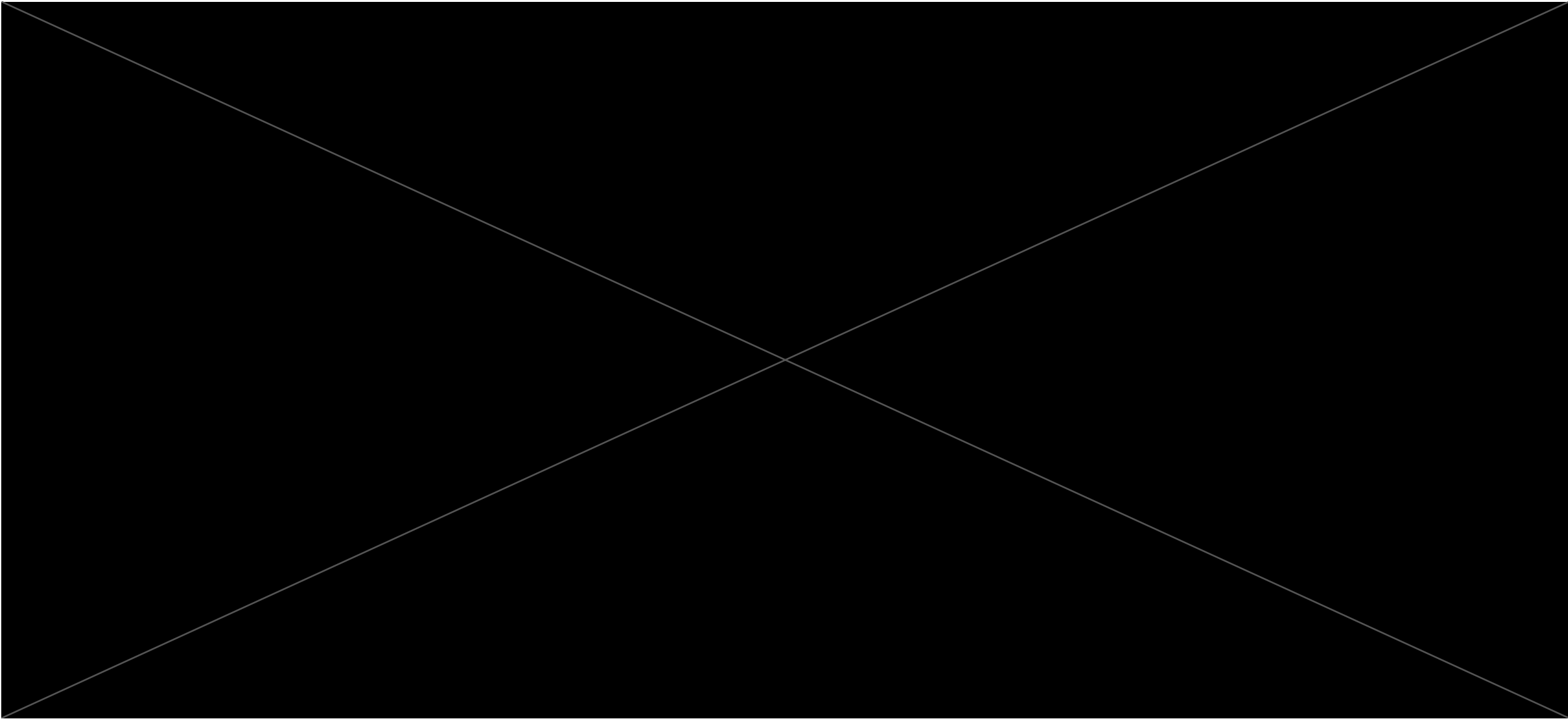
Statement of Work

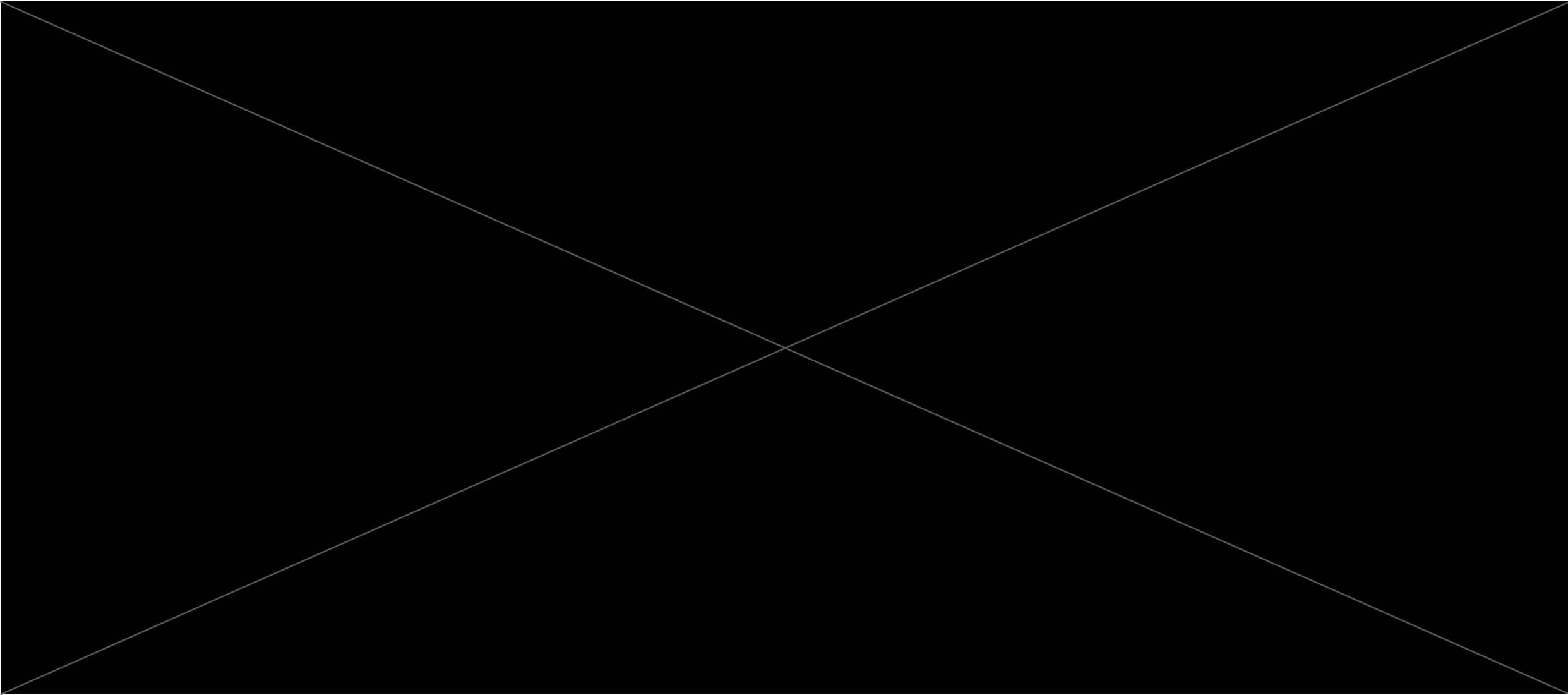
The Statement of Work section, which is incorporated into the Proposal, sets forth Gartner's detailed technical approach, schedule, staffing and assumptions.

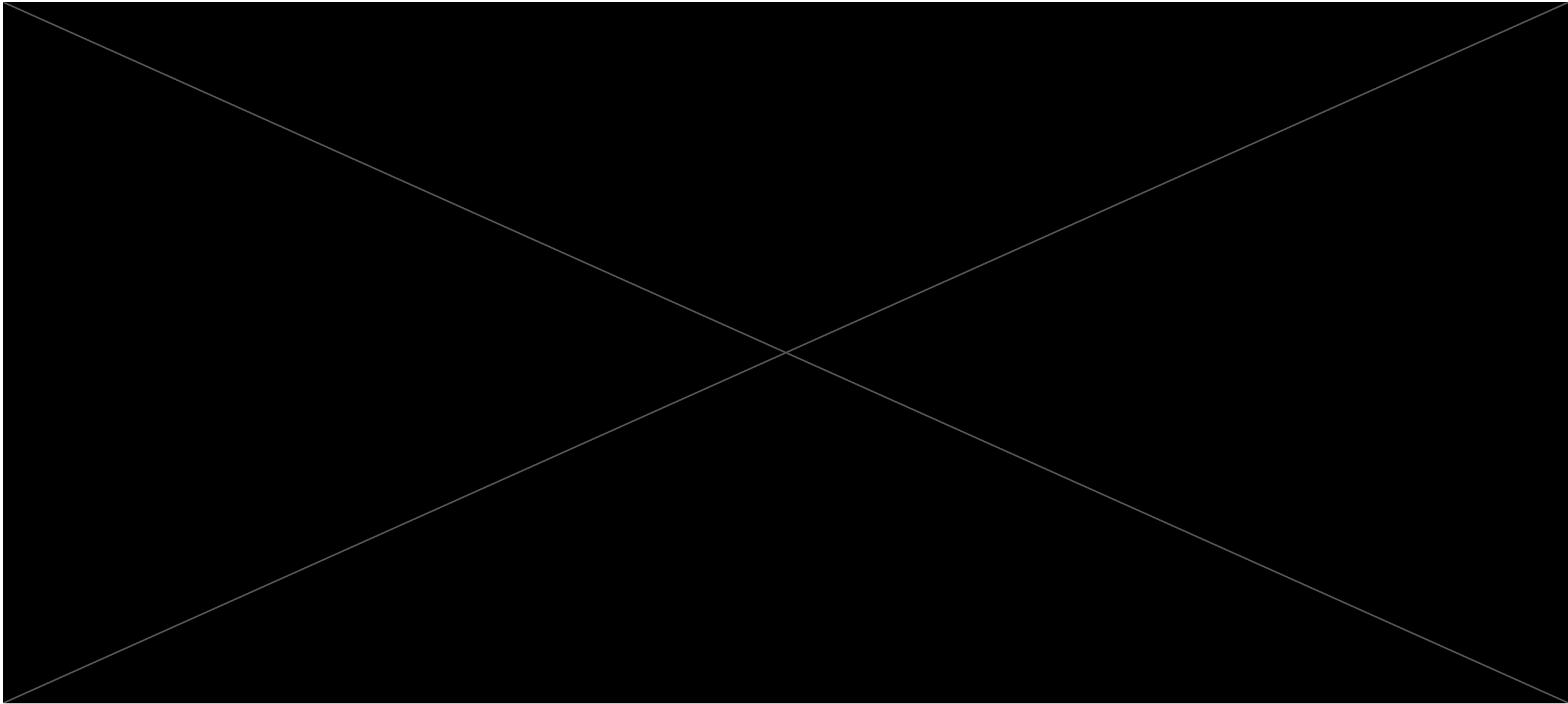












Project Partnering Overview

Organization Chart

Gartner has created an organization structure for this engagement that provides high-level sponsorship and quality assurance, strong day-to-day project management, a focused team of project consultants, and deep subject matter expertise.



Project Team Overview

Gartner Roles and Responsibilities

Functional Role	Responsibilities
Managing Partner Usman Tareen	▪ Oversee alignment of Gartner activities to support ITS goals. ▪ Build and maintain a long-standing relationship with ITS. ▪ Provide high-level oversight and become more heavily involved should any issue resolution be necessary.
Engagement Manager Trevor Baier	▪ Day-to-day management of engagement initiatives to achieve on-time completion of deliverables that meet quality standards. ▪ Act as the primary point of contact for the Gartner team. ▪ Work closely with ITS to confirm that Gartner is meeting its needs.
Project Consultant TBD	▪ Provide day-to-day consulting support for project steps including data collection/analysis; deliverable creation and review; and presentations to ITS.
Quality Assurance Lou Estrada	▪ Provide quality assurance review of Gartner project plan and Gartner deliverables throughout the engagement. ▪ Promote value through use of the Gartner methodologies and proprietary tools.
Subject Matter Experts Steve Nichols, Public Sector Others, as needed	▪ Provide industry, solution and service expertise to enhance the Gartner team's recommendations and service delivery. ▪ Share insights, leading practices and lessons learned during the engagement as needed. ▪ Participate in deliverable review and client presentations as needed.

Assumptions

Participation, Expectations, Performance and Deliverables

- ITS will designate a project manager to act as the primary point of contact for this engagement. ITS's project manager will be expected to work closely with the Gartner employees as needed and will: (a) approve priorities, detailed step plans and schedules; (b) facilitate the scheduling of Gartner interviews with appropriate client personnel; (c) notify Gartner in writing of any engagement or performance issues; and (d) assist in resolving issues that may arise.
- The project assumes reasonable availability of ITS personnel and due diligence data, with ITS providing timely access to personnel for interviews and data collection, which may occur remotely or in-person. Any unavailability of resources may require adjustments to the timeline and potentially the quoted price.
- All data collection and interviews/surveys/workshops are conducted via remote conferencing or in-person as outlined in the proposal and agreed upon at the project kickoff. Additionally, office space, telephones, printing/copying services, and internet access will be reasonably available to Gartner at ITS locations for any on-site activities.
- All Deliverables, provided by Gartner to Client shall be deemed to be accepted within 10 days of receipt by Client unless Gartner receives written notice of non-acceptance within 10 days after their delivery.
- Any requests for additional information or resource (beyond the details described in the steps above) that are made by ITS will be considered a change in scope for this engagement and will be handled accordingly (see Changes to Scope section of this Proposal).
- Resumes of key personnel are illustrative; actual associates will be identified upon contract signing.
- If replacement of an associate is required, Gartner will notify ITS of any necessary personnel changes and provide suitable replacements.
- Deliverables will be created using Microsoft Office products or PDFs unless otherwise agreed.
- Gartner will formally capture feedback on your overall experience via our client survey to improve processes and practices.

Investment Summary

The Investment Summary section, which is incorporated into the Proposal, sets forth Gartner's detailed pricing and legal terms.

Investment Summary: Fees, Expenses & Billing

Gartner will conduct the engagement as outlined in this Proposal for a firm fixed-price of **\$169,344** inclusive of travel and other reimbursable expenses.

Billing

- Gartner will bill for the professional fees at the conclusion of each milestone upon ITS's acceptance of the deliverable(s) for that milestone. Note, Client shall provide Gartner with notice of acceptance or non-acceptance within 10 days; provided however, if no response from Client is received by Gartner within such period, then acceptance of the deliverable is assumed.



Invoicing

Gartner will invoice Client for Services based upon agreed schedule which are stated exclusive of all taxes. Payment is due 30 days from invoice date. Where required Gartner shall charge and Client shall pay all applicable sales, use, value-added, or other tax(es) or charge(s) imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any tax(es) imposed on the net income of Gartner. While we do not provide itemized billing for services, we agree and will comply with any reasonable requests for records substantiating our invoices.

Unless the box is checked below: At the time of execution of this Proposal a Purchase Order (PO) document must be sent to your Gartner Primary Contact no later than 30 days from signature with the following reference: 660006510, \$169,583. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect.

If a required PO is not received based on the 30-day term, Gartner will invoice without the PO.

Additional Terms

The below terms are in addition to the Master Services for the State of Mississippi between GuideSoft, Inc. dba Knowledge Services and Gartner, Inc. , effective December 30, 2024. It is mutually agreed that the below terms and conditions will control the Gartner provision of services in the areas listed.

1. **Warranty:** Except as otherwise provided, ALL SERVICES ARE PROVIDED ON AN “AS IS” BASIS. VENDOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE INFORMATION IN THE DELIVERABLES HAS BEEN OBTAINED FROM SOURCES THAT VENDOR BELIEVES TO BE RELIABLE. ALL DELIVERABLES SPEAK AS OF THE DATE OF DELIVERY TO THE STATE OF MISSISSIPPI.
2. **Limitation of Liability:** Neither party shall be liable for any consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss arising out of use of the Deliverables or the Services, whether or not advised of the possibility of such damages. Except for liability for personal injury or death or for damage to property caused by the negligence or willful misconduct of Vendor or its employees, Vendor’s total liability arising out of this Agreement and the provision of the Services shall be limited to the fees paid by the State of Mississippi under the specific Statement of Work under which such liability arises.
3. **Ownership of Deliverables:** Vendor may use, reproduce, display and distribute excerpts and data from the deliverables, either alone or together with other material, in the ordinary course of Vendor’s business, so long as such excerpts and data do not identify the State of Mississippi by name or contain any of the State of Mississippi’s confidential or proprietary information, and provided further that Vendor retains all right, title and interest in and to its processes, benchmarking data and data collection tools, assessment models and pertinent methodologies such as Strategic Planning, Contractor’s copyrighted proprietary research and other pre-existing materials and data, such as Data Collection Templates and Survey Tools for Applications and Infrastructure, and benchmark comparisons (“Preexisting Intellectual Property”). Nothing contained in this Agreement shall preclude Vendor from rendering services to others or developing work products that are competitive with, or functionally comparable to, the Services. Vendor shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the Services, provided that Vendor shall not use or disclose any of State of Mississippi’s confidential information.
4. **Preexisting Materials:** The State of Mississippi shall retain its rights in any proprietary material that the State of Mississippi supplies to Vendor. If the State of Mississippi provides Vendor with materials owned or controlled by the State of Mississippi or with use of, or access to, such materials, the State of Mississippi grants to Vendor all rights and licenses that are necessary for Vendor to fulfill its obligations under each Statement of Work. Vendor grants to the State of Mississippi for internal purposes only a worldwide, royalty-free, perpetual license to use, reproduce, display, distribute copies of, and prepare derivative works of any Vendor “Preexisting Intellectual Property” embodied in the Deliverables.

Changes to Scope

- The scope of this engagement is defined by this Proposal. All ITS's requests for changes to the Proposal must be in writing and must set forth with specificity the requested changes. As soon as practicable, Gartner shall advise ITS of the cost and schedule implications of the requested changes and any other necessary details to allow both parties to make an informed decision as to whether they will proceed with the requested changes. The parties shall agree in writing upon any requested changes prior to Gartner commencing work.
- As used herein, "changes" are defined as work activities or work products not originally planned for or specifically defined by this Proposal. By way of example and not limitation, changes may include the following:
 - Any activities not specifically set forth in this Proposal.
 - Providing or developing any deliverables not specifically set forth in this Proposal.
 - Any change in the respective responsibilities of Gartner and ITS, including any reallocation or any changes in engagement or project manager staffing.
 - Any rework of completed activities or accepted deliverables.
 - Any investigative work to determine the cost or other impact of changes requested by ITS.
 - Any additional work caused by a change in the assumptions set forth in this Proposal.
 - Any delays in deliverable caused by modification of acceptance criteria in this Proposal.
 - Any changes to Research Analysts' time or resources.

Authorization

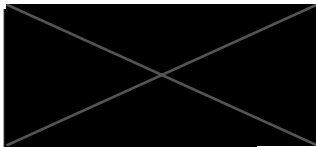
This Proposal is submitted under the terms and conditions of the Master Services for the State of Mississippi between GuideSoft, Inc. dba Knowledge Services and Gartner, Inc., effective December 30, 2024.

This Proposal may be modified at any time provided such changes (i) are agreed by the parties in writing and (ii) where applicable, are in accordance with the Change to Scope provision.

The Proposal is valid for 60 days from January 10, 2025.

Gartner requires a signature on the SOW to place Client’s order. To the extent, Client’s practices are to request Services automatically via Purchase Orders, the Purchase Order will be considered as a valid and binding confirmation without a written signature. Any pre-printed or additional contract terms included on the Purchase Order shall be inapplicable and of no force or effect.

SUBMITTED ON BEHALF OF Gartner, Inc.



SIGNATURE

Usman Tareen, Managing Partner

PRINT NAME AND TITLE

February 14, 2025

DATE

AGREED ON BEHALF OF Mississippi Department of Information Technology Services

SIGNATURE

PRINT NAME AND TITLE

DATE

ADDRESS



Contacts

Mississippi Department of Information Technology Services

Lori Adams
Accounting Specialist
Mississippi Department of Information Technology Services
Phone: 601-432-8045
Email: lori.adams@its.ms.gov

Gartner

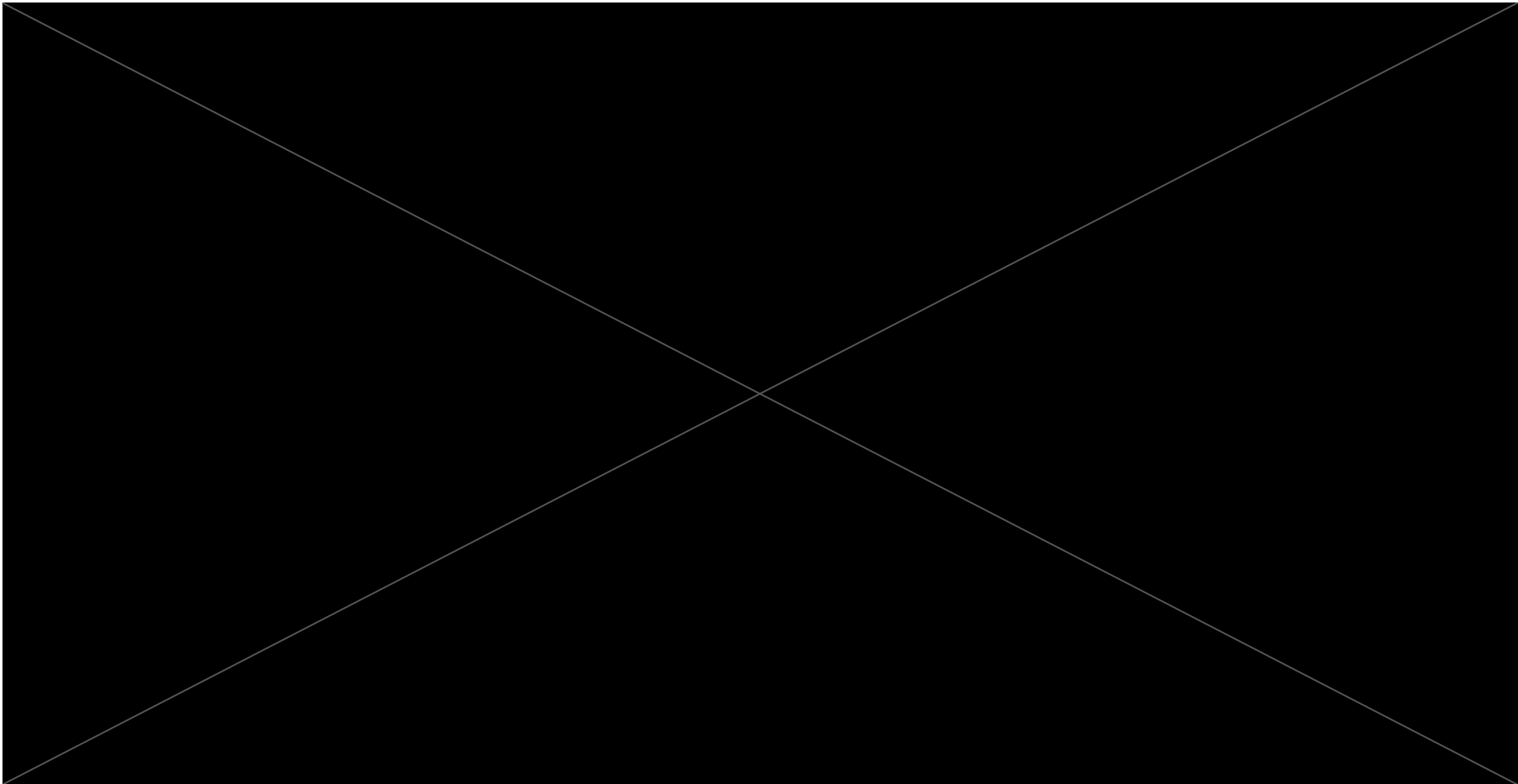
Usman Tareen
Managing Partner
Gartner Consulting
Phone: 
Email: 

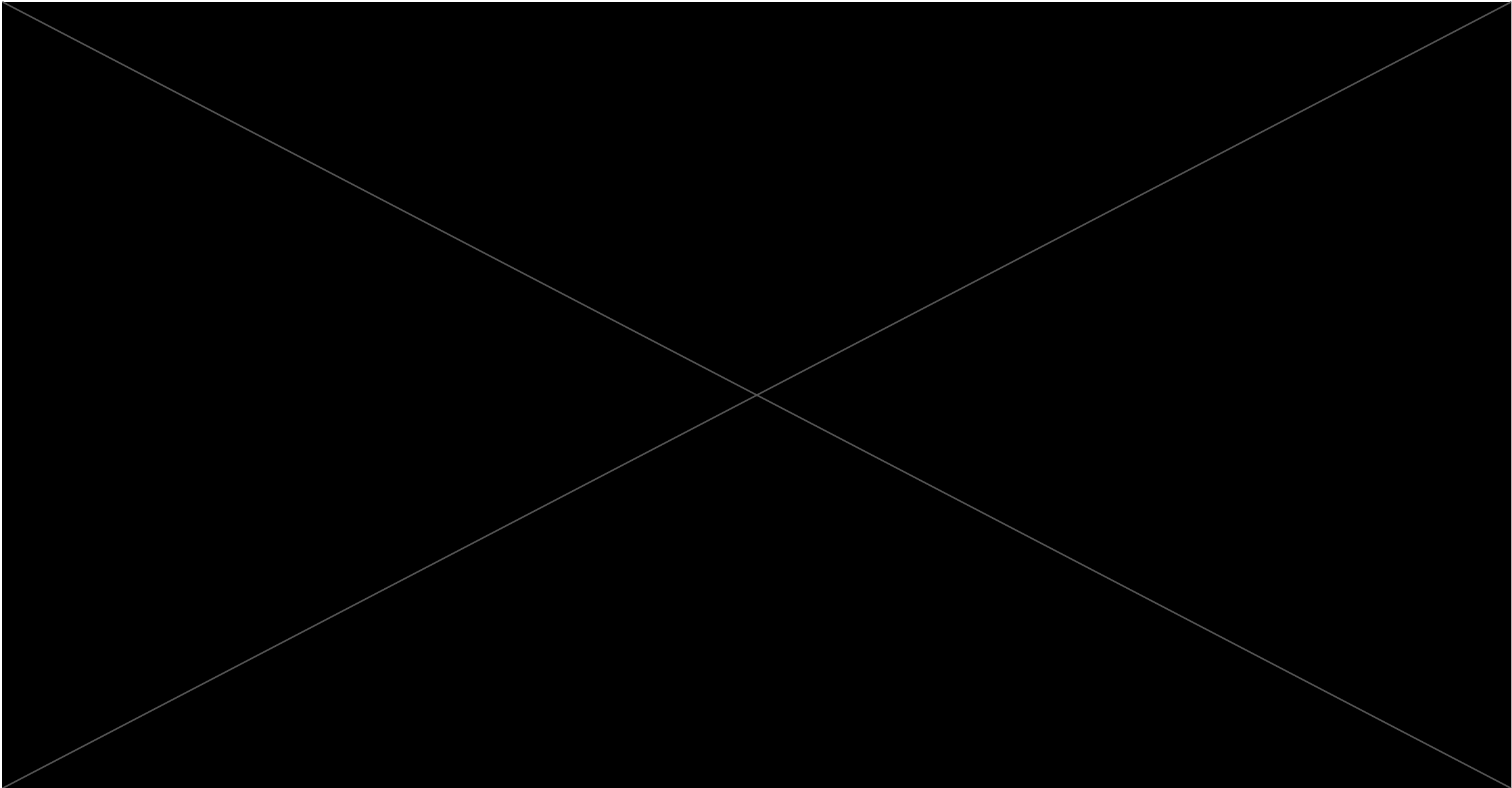
Appendix

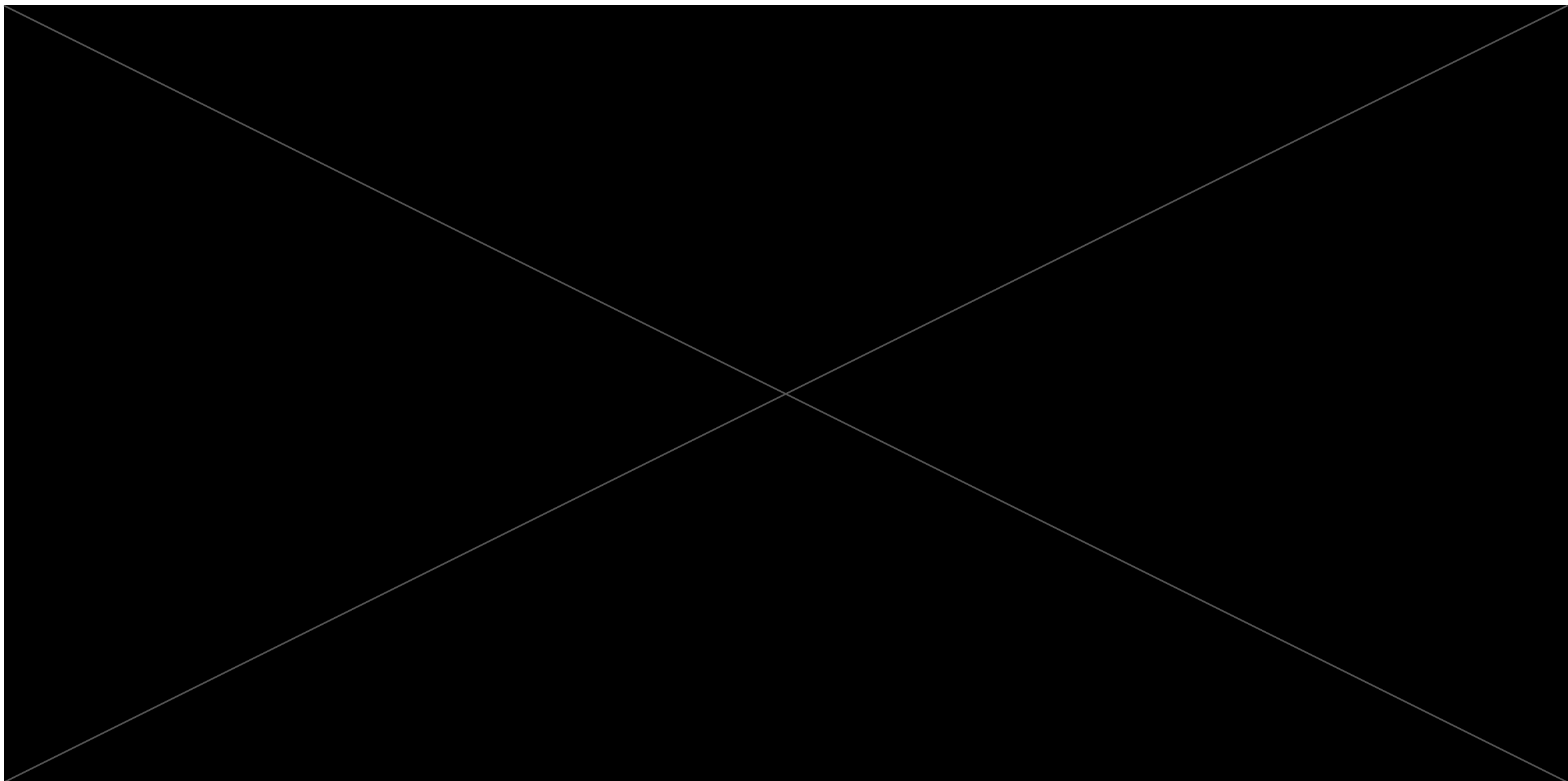


Case Studies



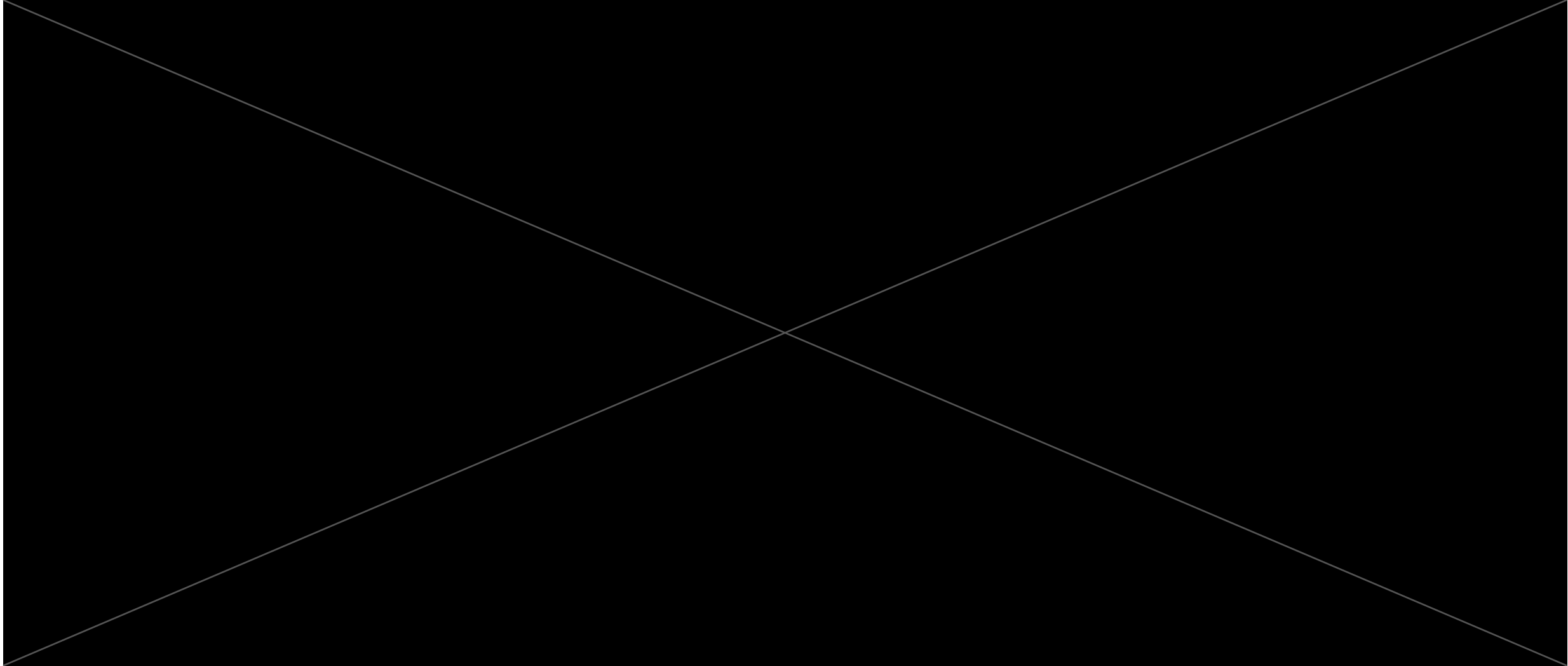




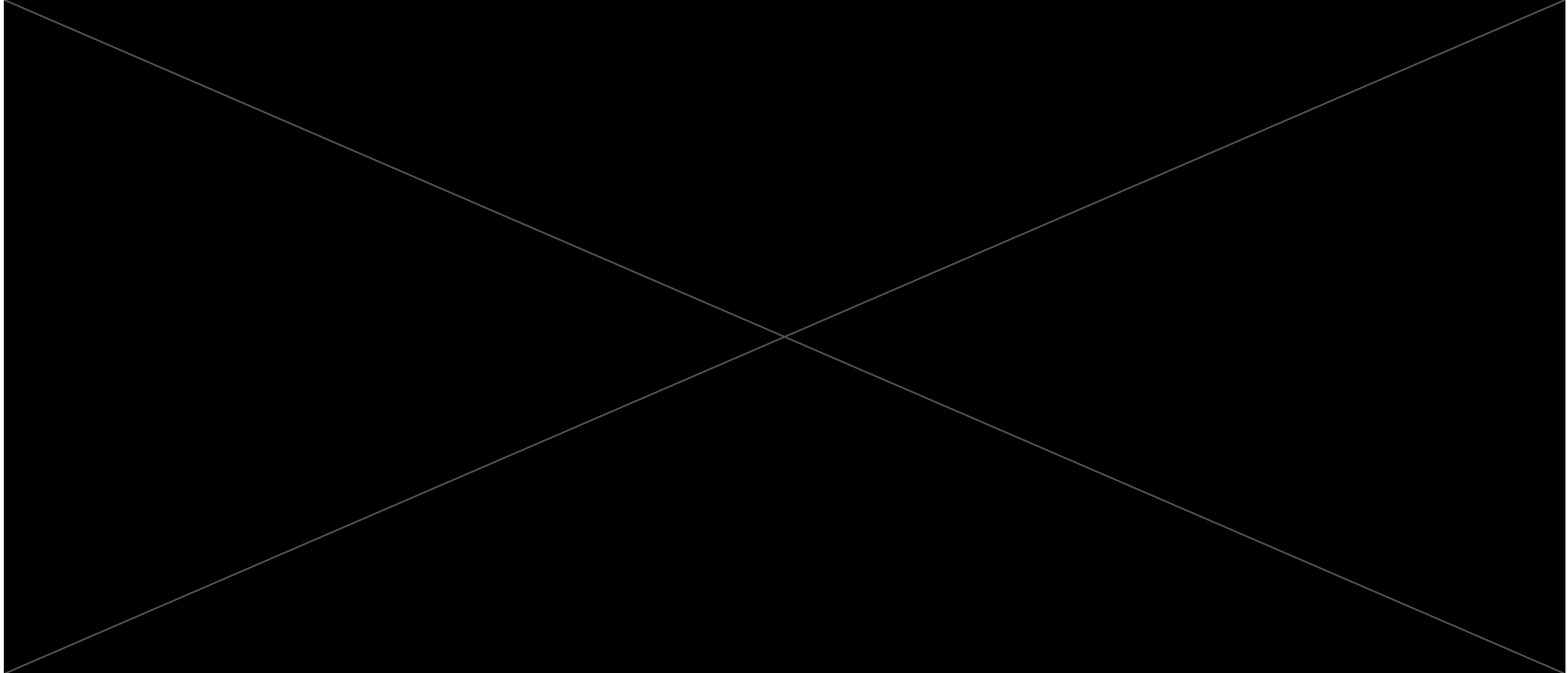


Team Biographies

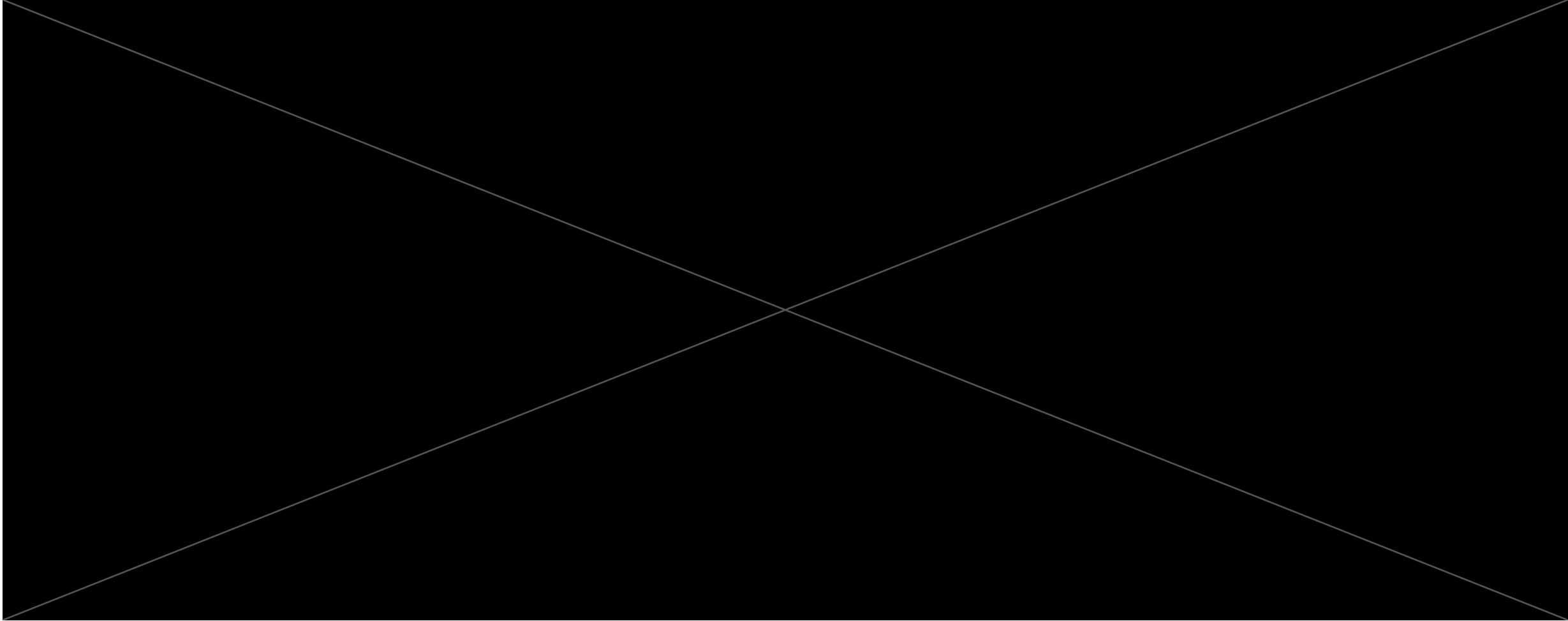
Lou Estrada
Senior Managing Partner, Gartner Consulting



Steve Nichols, Ph.D.
Expert Partner, Gartner Consulting

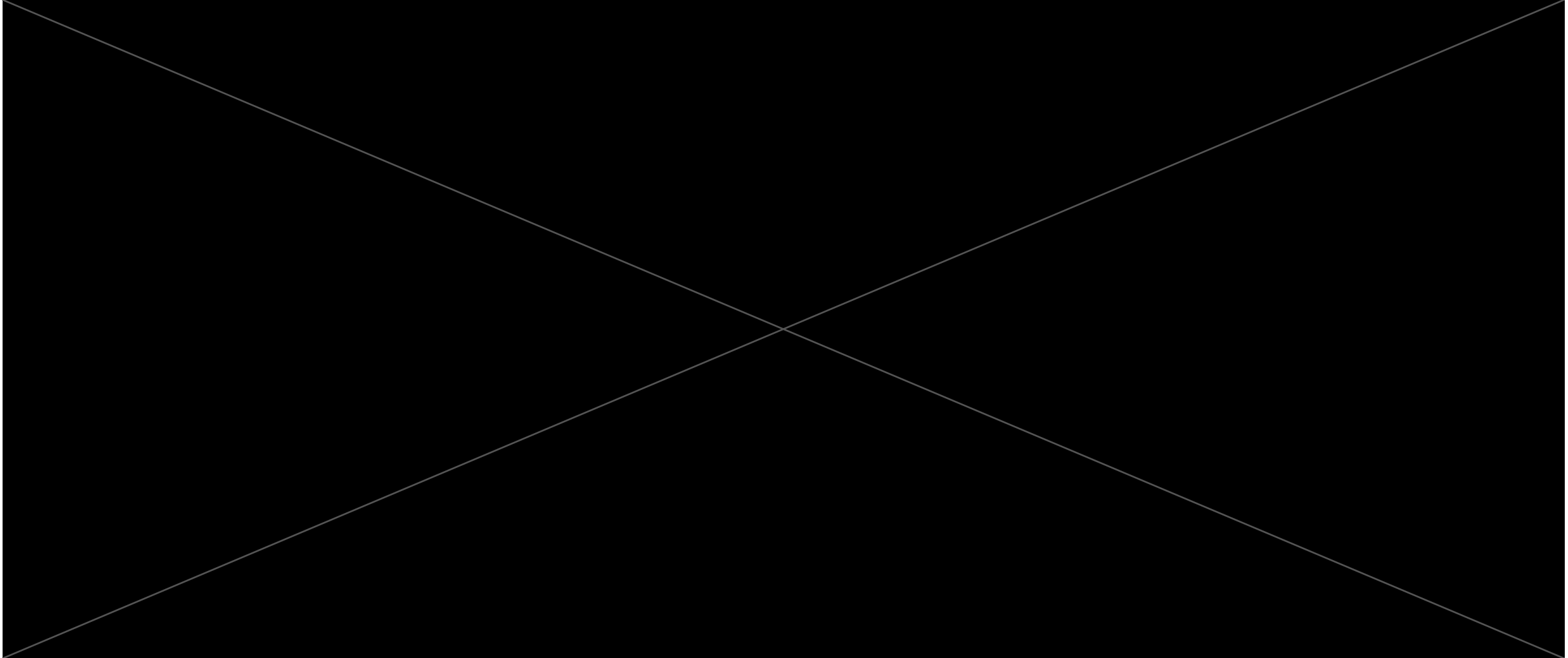


Usman Tareen
Managing Partner, State of Mississippi, Gartner Consulting



Trevor Baier

Associate Director, Gartner Consulting



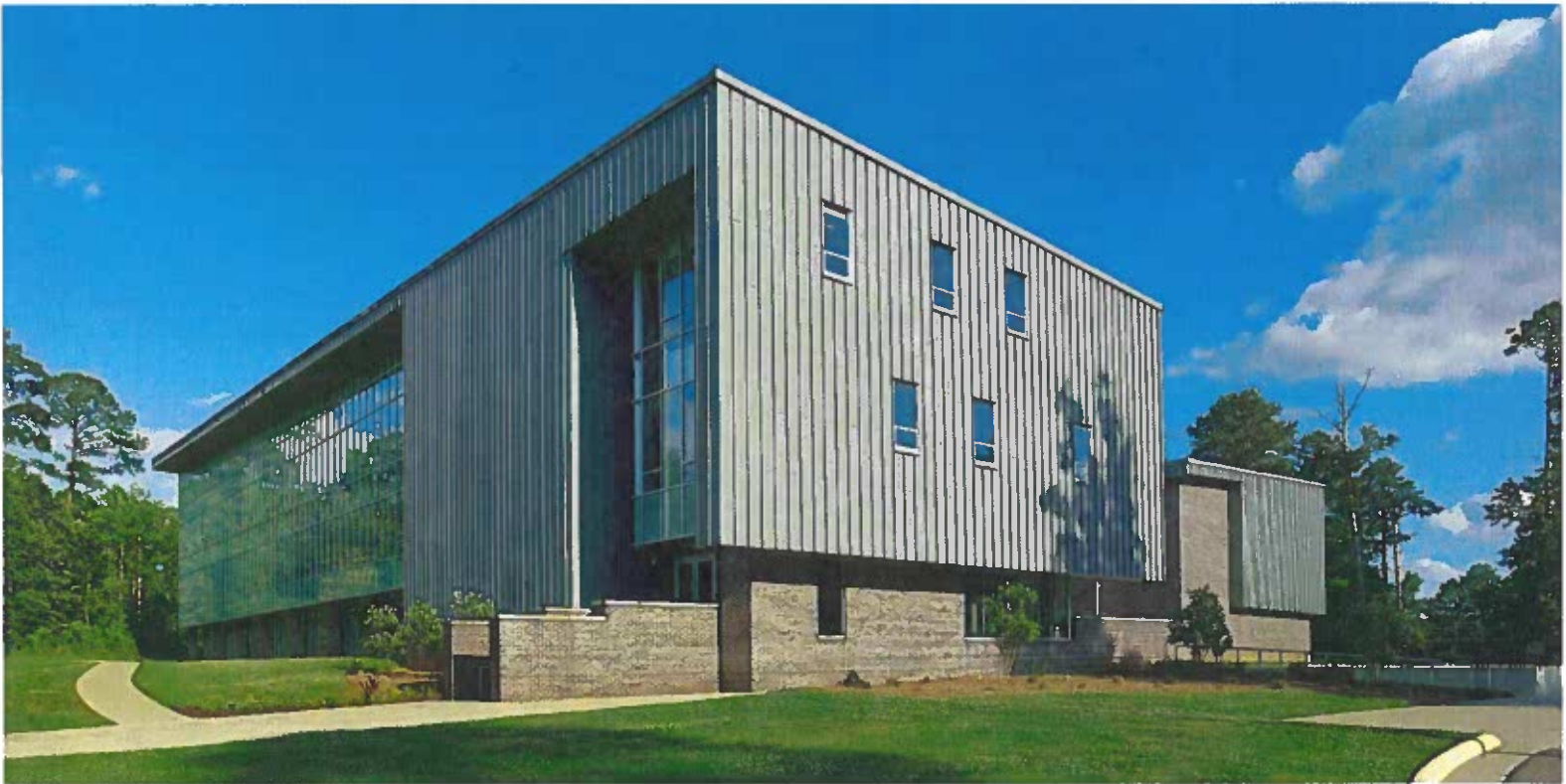


Prepared for:

Mississippi Department of Information Technology Services

IFB RFx Number: 3160007165

Agency Alignment and Optimization Consulting Services



Prepared by:

Byron Anthony Bazemore
Founder & CEO
Hotep Consulting, LLC
1513 Stuart Rd., Reston, VA 20194
Email: Byron@hotep.tech
Phone: (703) 309-5159

February 14, 2025

Cover Letter

Lori Adams

Accounting Specialist

Mississippi Department of Information Technology Services

3771 Eastwood Drive

Jackson, Mississippi 39211

Date: February 14, 2025

Subject: Proposal Submission for IFB RFX Number: 3160007165 – Agency Alignment and Optimization Consulting Services

Dear Ms. Adams,

Hotep Consulting is pleased to submit this proposal in response to IFB RFX Number: 3160007165, offering expert consulting services to support the Mississippi Department of Information Technology Services (ITS) in optimizing its organizational structure, aligning strategic initiatives, and enhancing agency-wide operational efficiency.

To meet the requirements outlined in the IFB, Hotep Consulting has identified Dr. Samira Askarova, PhD, MBA/MPA, PMP, ITILv4, as our lead consultant. Dr. Askarova is a renowned Enterprise Architect and IT Strategy Executive with over 20 years of experience working with federal and state agencies in organizational alignment, IT governance, strategic IT investment, and digital transformation.

Our proposed approach includes:

- **Comprehensive Organizational Assessment** – Evaluating ITS's structure, identifying inefficiencies, and providing strategic recommendations.
- **Development of an Enterprise-Wide Strategic Framework** – Ensuring seamless integration of leadership priorities with technology governance best practices.
- **Stakeholder Engagement & Change Management** – Implementing cross-agency communication strategies to support modernization initiatives.
- **Leadership Training & Knowledge Transfer** – Equipping agency leaders with tools for decision-making, risk management, and operational efficiency.

Enclosed, please find our full bid submission, including:

- **Attachment A:** Bid Cover Sheet
- **Attachment B:** Technical Response (detailing project approach, methodology, and Sean Lenz's qualifications)
- **Attachment C:** Pricing Proposal
- **Samira Askarova's Resume & Signed Letter of Intent**

We propose a fixed hourly rate of \$75 per hour, with an estimated six-month engagement period, adaptable based on project needs.

We appreciate the opportunity to support the Mississippi ITS in this important initiative and look forward to your favorable consideration. Please contact me directly at (703) 309-5159 or via email at byron@hotep.tech should you require further clarification.

Sincerely,



Byron Anthony Bazemore

Founder & CEO

Hotep Consulting LLC

Attachment A
BID COVER SHEET

Bids are to be submitted via email at lori.adams@its.ms.gov, U.S. Mail, postage prepaid or by personal delivery as listed below, on or before 3:00 PM CST, February 14, 2025.

PLEASE MARK YOUR ENVELOPE:

IFB Agency Alignment and Optimization Consulting Services IFB RFx Number 3160007165
Opening Date: 3:00 PM CST, February 14, 2025
Mississippi Department of Information Technology Services Attention: Lori Adams, Accounting Specialist
3771 Eastwood Drive
Jackson, Mississippi 39211
SEALED BID – DO NOT OPEN

Name of Company: Hotep Consulting LLC _____

Quoted By: Byron Anthony Bazemore _____

Signature: Byron Anthony Bazemore _____

Address: 1513 Stuart Rd _____

City/State/Zip: Reston, VA 20194 _____

Telephone: (703) 309-5159 _____

Fax Number: None _____

E-Mail Address: byron@hotep.tech _____

Name and phone number of Company Representative to be contacted by Agencies seeking to contract for services pursuant to this IFB: Byron Anthony Bazemore, Founder & CEO _____

In addition to providing the above contact information, please answer the following questions regarding your company:

1. What year was your company started?

Hotep Consulting response:

Hotep Consulting was founded in 2017

2. How many years has the firm been in business of performing the services called for in this IFB?

Hotep Consulting response:

Hotep Consulting has been providing procurement advisory, modernization, and strategic consulting services for over 8 years, with a specialized focus on public sector procurement reform and IT acquisition strategies.

3. Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation.

Hotep Consulting response:

Hotep Consulting, LLC
1513 Stuart Rd., Reston, VA 20194
Incorporated in the Commonwealth of Virginia

4. If your company is not physically located within the vicinity, how will you supply Consulting Services to the agency?

Hotep Consulting response:

Hotep Consulting delivers services both remotely and on-site as required. Our team of highly experienced consultants and subject matter experts are available for in-person collaboration with Mississippi ITS and the Procurement Modernization Advisory Council (PMAC).

We utilize secure virtual collaboration tools and an integrated project management framework to ensure seamless communication, real-time stakeholder engagement, and efficient service delivery while minimizing costs.

Additionally, Hotep Consulting has regional affiliates and contracted personnel available for deployment as needed, ensuring continuous support throughout the engagement.

5. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms.

Hotep Consulting response:

No, Hotep Consulting is not for sale and is not currently engaged in any merger or acquisition discussions.

However, the company is actively expanding its service offerings to include technology-driven procurement solutions, artificial intelligence (AI)-assisted contract analysis, and advanced data analytics to better serve government agencies in procurement modernization efforts.

6. Is your company licensed and/or certified to provide Consulting Services as required by any and all applicable Federal and State law(s)?

Hotep Consulting response:

Yes, Hotep Consulting is fully licensed and registered to provide consulting services in multiple jurisdictions, including federal, state, and local agencies.

We are in compliance with all federal and state procurement regulations and have a proven track record of successfully supporting government procurement modernization initiatives.

7. List all licenses or permits your company possesses that are applicable to performing the services required in this IFB.

Hotep Consulting response:

Hotep Consulting's articles of incorporation and business license along with our DUNS and SAM.gov registration is available upon request.

8. For how many customers has your company provided Consulting Services in the past two years?

Hotep Consulting response:

Hotep Consulting has provided consulting services to over 15 government agencies and private sector clients in the past two years, supporting IT procurement modernization, procurement policy analysis, and strategic sourcing initiatives.

9. What is the largest customer your company has provided Consulting Services for in the past two years?

Hotep Consulting response:

The largest customer Hotep Consulting has provided consulting services for in the past two years is the United States Coast Guard (USCG) under the Department of Homeland Security (DHS), specifically supporting the USCG Deputy Commandant for Mission Support (USCG-DCMS) and the Assistant Commandant for C5IT (CG-6).

Project Overview

Hotep Consulting partnered with Soft Tech on a 22.6 million Fixed Firm Price contract to provide IT staffing, procurement advisory, and workforce optimization services for the United States Coast Guard's (USCG) mission-critical technology and cybersecurity initiatives.

The project scope includes:

- IT Workforce Modernization & Procurement Strategy: Sourcing, vetting, and placing highly specialized IT professionals to optimize operational efficiency and secure USCG's critical technology infrastructure.
- Enterprise Technology Alignment: Ensuring seamless integration of cloud-based solutions, AI-driven analytics, and advanced cybersecurity protocols.

Hotep Consulting response:

- Strategic Hiring & Retention: Filling top-tier IT positions in areas such as Cybersecurity, Cloud Engineering, DevOps, Software Development, Systems Engineering, and RF Engineering.

Contract & Task Order Details

- Contract Type: Fixed Firm Price
- Total Contract Value: \$22.6 million
- Task Order/Contract Number: 70Z07923FISPL0002 / HHSN316201200173W
- Period of Performance: September 29, 2023 – March 1, 2028
- Place of Performance: Suitland, Maryland
- Buying Agency: Department of Homeland Security (DHS) – US Coast Guard (USCG)
- Contracting Agency: USCG Deputy Commandant for Mission Support (USCG-DCMS)

Client Feedback

"Hotep Consulting has been instrumental in filling our critical IT positions with top-tier professionals. Their understanding of our needs and their ability to deliver quickly has been outstanding."

— Kayla Elahi, Senior Project Manager, USCG (Soft Tech)

This project represents Hotep Consulting's largest and most impactful engagement in the last two years, demonstrating our expertise in workforce modernization, IT procurement strategy, and mission-critical government consulting services.

10. Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff.

Hotep Consulting response:

Hotep Consulting's Core Services:

- **Procurement Modernization & Reform** – Policy analysis, IT procurement process improvement, and regulatory compliance alignment.
- **Strategic Sourcing & Vendor Management** – Procurement lifecycle optimization, cost reduction strategies, and supplier diversity programs.
- **Government Contracting & Compliance Consulting** – Assistance with state and federal procurement regulations, RFP/RFI development, and audit compliance.
- **Procurement Workforce Development** – Talent acquisition, training, and upskilling for procurement and acquisition professionals.
- **Executive Search & Workforce Solutions** – High-level recruitment for procurement modernization projects and IT transformation initiatives.
- **Stakeholder Engagement & Change Management** – Facilitating procurement reform through cross-agency collaboration, public-private partnerships, and vendor engagement strategies.
- **Technology Integration & Procurement Analytics** – Leveraging AI and data analytics to improve procurement efficiency, contract management, and bid evaluation.

Specialized Experience & Staff Expertise:

- **Byron Anthony Bazemore – Founder & CEO**
 - 20+ years of experience in strategic procurement advisory and acquisition consulting.
 - Led multiple procurement modernization engagements for public sector agencies.
 - **Samira Askarova – Lead Consultant**
 - Over 20 years working with federal and state agencies in organizational alignment, IT governance, strategic IT investment, and digital transformation.
 - Specializing in Enterprise Architecture (EA) frameworks (DODAF, TOGAF, FEAF), IT governance, and strategic IT alignment. Adept at optimizing agency resource allocation, streamlining organizational structures, and modernizing technology procurement.
 - Proven success in change management, cloud adoption, AI integration, and inter-agency collaboration to support future-ready IT ecosystems.
-

**Attachment B
BID FORM**

Company	Contact Person	Telephone Number
Hote Consulting LLC	Byron Anthony Bazemore	(703) 309-5159

The pricing quoted shall be inclusive of, but not limited to the following:

1. All required equipment/material;
2. All required insurance, bond, or other surety;
3. All required overhead;
4. All required profit;
5. All required vehicles;
6. All required fuel and mileage;
7. All required labor and supervision;
8. All required business and professional certifications, licenses, permits, or fees; and,
9. Any and all other costs.

All pricing for Consulting Services should include all associated costs for the items with no additional or hidden fees.

Pricing Proposal

Hourly Rate

- Consultant: Samira Askarova
- Hourly Rate: \$75 per hour
- Estimated Project Duration: 6 months, with an option for continued service at \$100 per hour for up to one year

Deliverables & Estimated Cost

Deliverable Description	Cost
Meet with Key Stakeholders: Conduct meetings with Executive Management Team Members, HR personnel, and the Chief Administrative Officer (CAO) to gain a thorough understanding of current work processes, organizational structure, and strategic priorities (4.1.5.1)	\$15,000
Develop Initial Recommendations: Develop an outline/report summarizing key findings and initial recommendations for integrating the agency's strategy into its organizational structure. (4.1.5.2)	\$18,750
Present and Refine: Present findings to the Executive Director and HR for feedback and input. Subsequently, present the refined recommendations to the entire Executive Management team. (4.1.5.3)	\$11,250

Support Organizational Change: Develop and deliver specialized leadership training to support the implementation of organizational changes. Develop and implement communication strategies to effectively inform and engage employees throughout the change process. (4.1.5.4)	\$42,600
Professional Services Total Cost: (6 Months @ \$75/hr., 1,168 hours)	\$87,600

Scope of Work - Approach & Methodology

1. Organizational Assessment

- Evaluate the current ITS organizational structure to identify redundancies, service gaps, and inefficiencies.
- Benchmark best practices from leading state and federal agencies for improved governance and operational excellence.
- Provide a comprehensive reorganization roadmap, ensuring alignment with ITS's long-term strategic goals.

2. Establishing an Enterprise-Wide Strategic Framework

- Define ITS's strategic priorities and integrate them with agency-wide operational workflows.
- Implement an Enterprise Architecture (EA) framework (DODAF, TOGAF, FEAF) to modernize agency alignment with technology investments.
- Optimize IT resource allocation, enhancing digital transformation and cloud adoption strategies.

3. Stakeholder Engagement & Change Management

- Develop cross-agency collaboration strategies, fostering enhanced engagement across ITS divisions.
- Leverage industry-standard AI-driven decision-making tools to enhance procurement modernization efforts.
- Create an implementation roadmap for process transformation, ensuring compliance with state regulations and policies.

4. Leadership Training & Change Enablement

- Design a customized training program for ITS leadership focusing on:
 - Effective decision-making frameworks
 - Conflict resolution & governance best practices
 - Risk mitigation & financial oversight
- Provide IT governance workshops for division heads, CIOs, and senior leadership teams to drive efficiency.

5. Deliverables & Reporting

- **Gap Analysis Report:** Identifying operational inefficiencies and improvement opportunities.
- **Stakeholder Engagement Report:** Synthesizing insights from executive management teams.
- **Organizational Optimization Plan:** Providing strategic realignment recommendations.
- **Leadership Training Program:** Equipping ITS leadership with modern change management strategies.

- **Final Implementation Roadmap:** Detailing action items, measurable milestones, and ongoing optimization strategies.

By signing below, the company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

1. That he/she has thoroughly read and understands the Invitation for Bids and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and Attachments thereto;
3. That the company agrees to all provisions of the Invitation for Bids and Attachments thereto including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this IFB (Attachments E and F);
4. That the company will perform the services required at the prices quoted above;
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date;
6. The Contractor represents that its workers are licensed, certified and possess the requisite credentials to Consulting Services; and,
7. **NON-DEBARMENT:** By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.
8. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder or competitor for the purpose of restricting competition.
9. **OFFEROR'S REPRESENTATION REGARDING CONTINGENT FEES:** By responding to this solicitation, the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation, a full and complete explanation shall be submitted in writing [with the offeror's response.
10. **REPRESENTATION REGARDING CONTINGENT FEES:** Contractor represents that it *has not* retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Contractor's bid.
11. **REPRESENTATION REGARDING GRATUITIES:** Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Agency a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of [Agency] has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by offeror. Offeror further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at

Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

12. **PROPERTY RIGHTS.** Property rights do not inure to any bidder until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The Agency is under no obligation to award a contract and may terminate a legally executed contract at any time.
13. **BIDDER ACKNOWLEDGEMENT:** Bidders shall acknowledge which of the following statements is applicable regarding release of its bid document as a public record. A bidder may be deemed non-responsive if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:

____ Along with a complete copy of its bid, bidder has submitted a second copy of the bid document in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations if the [Agency] or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that [Agency] may release the redacted copy of the bid document at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.

____ Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by the [Agency] at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A bidder who selects this option but submits a redacted copy of its bid may be deemed non-responsive.

Company Name: Hotep Consulting _____

Printed Name of Representative: Byron Anthony Bazemore _____

Date: February 14, 2025 _____

Signature: Byron Anthony Bazemore _____

Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

Attachment C

REFERENCES

Bidder may submit as many references as desired by submitting as many additional copies of Attachment C, References, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, bidders are encouraged to submit additional references to ensure that at least two references are available for interview. Agency staff must be able to contact two references within two (2) business days of bid opening to be considered responsive or no later than February 19, 2025.

REFERENCE 1

Name of Company: Soft Tech
Dates of Service: 2023 – Present
Contact Person: Kayla Elahi, Senior Project Manager
Address: 4228 Lafayette Center Dr STE 170
City/State/Zip: Chantilly, VA 20151
Telephone Number: (213) 916-4128
Cell Number: (213) 916-4128
E-mail: kaylaelahi0192@gmail.com

REFERENCE 2

Name of Company: Soft Tech
Dates of Service: 2022 – Present
Contact Person: Brittany Barnes, Lead Developer
Address: 4228 Lafayette Center Dr STE 170
City/State/Zip: Chantilly, VA 20151
Telephone Number: 860-878-4578
Cell Number: 860-878-4578
E-mail: BrittixBarnes@gmail.com

Project Overview:

Hotep Consulting provided contracting services for IT staffing within the U.S. Coast Guard (USCG). The project scope included sourcing, vetting, and strategic placement of IT professionals for critical roles, such as Information Assurance, Software Development, Systems Administration, Cybersecurity, Network Engineering, and Cloud Engineering.

Contract Value: \$22.6 million
Contract Type: Fixed Firm Price
Contract Number: 70Z07923FISPL0002 / HHSN316201200173W
Start Date: September 29, 2023
Completion Date: March 1, 2028

Statement Regarding References:

Hotep Consulting provides the above references as representative of the company's experience. Additional individual candidate references will be provided upon request.



Letter of Intent for the Position of Enterprise Architect (Alignment & Optimization)

Date: January 28, 2025

Dear Mr. Samira Askarova,

Hotep Consulting LLC, with a mailing address 1513 Stuart Road, Reston, Virginia, 20194, is pleased to offer you an employment position within our organization in accordance with the terms below:

- I. Position – Enterprise Architect (Alignment & Optimization)
- II. Conditions
 - a. Acceptance to work for Hotep Consulting LLC if the Mississippi Department of Information Technology Services (ITS) approves you.
 - b. Hotep Consulting LLC receives your pertinent licenses/certifications
 - c. Background Report comes back cleared. (If required)
 - d. This LOI must be signed and returned before January 31, 2025.

Upon approval by our client, Hotep Consulting LLC will provide an offer letter to Samira Askarova. to review and sign.

If you approve, please send this signed LOI and certs to:

Byron@hotep.tech

If you have any questions, please feel free to contact me at the email above. We look forward to the opportunity to work with you.

Sincerely,

Byron A. Bazemore
CEO
Hotep Consulting LLC
Byron@hotep.tech



Letter of Intent (LOI) Acceptance

I, Samira Askarova., hereby agree to the terms and conditions above regarding my willingness to work for Hotep Consulting LLC as Enterprise Architect (Alignment & Optimization) if I am approved.

Signature: Samira Askarova

Date: January 28, 2025

Print Name: Samira Askarova

SAMIRA ASKAROVA, PHD, MBA/MPA, PMP, ITILV4

Summary & Core Competencies

Enterprise Architect and IT Strategy Executive with 20+ years of experience leading **state and federal technology modernization initiatives**, specializing in **Enterprise Architecture (EA) frameworks** (DODAF, TOGAF, FEAF), IT governance, and **strategic IT alignment**. Adept at optimizing **agency resource allocation**, streamlining **organizational structures**, and **modernizing technology procurement**. Proven success in **change management**, **cloud adoption**, **AI integration**, and **inter-agency collaboration** to support future-ready IT ecosystems.

Key Competencies:

- Enterprise Architecture (DODAF, TOGAF, FEAF, Zachman)
- IT Strategy, Governance, & Alignment
- Digital Transformation & Cloud Modernization
- Business Process Optimization & Change Management
- IT Investment Management (CPIC, TBM, EA)
- IT Portfolio, Program, and Project Management
- AI, Cybersecurity & Emerging Technologies
- **Organizational Optimization & IT Resource Reallocation**

Professional Experience

Chief Enterprise Architect | AMERICAN SYSTEMS Corporation

2021 – Present

- Led IT governance and **strategic alignment initiatives** to optimize **resource allocation and inter-agency collaboration** for **DoD (Navy, Air Force)**, **DHS (TSA, CBP)**, and **Intelligence Community agencies**.
- Architected enterprise-wide **cloud adoption strategies**, supporting **Cloud Center of Excellence (CCoE) initiatives** to streamline IT service delivery.
- Developed and implemented **technology rationalization roadmaps** to enhance **modernization of technology procurement** and optimize IT investments.
- Designed frameworks ensuring **AI-driven decision-making models**, incorporating **data governance best practices** for strategic IT management.
- **Facilitated leadership engagement and cross-divisional collaboration**, ensuring IT strategy aligns with **agency mission and legislative priorities**.

Enterprise Architecture & IT Strategy Lead | ApplyLogic LLC (contract)

2020 – 2021

- Directed **enterprise-wide organizational structure reviews**, optimizing IT functions for **TSA, FBI, and CBP**.
- Led the **evaluation of service gaps and redundancies**, aligning IT modernization efforts with **federal and state government efficiency objectives**.
- Designed **EA-driven governance models**, integrating tools like **Sparx EA, Troux, and Rational Team Concert** to enhance **technology investment decision-making**.
- Supported **strategic planning for digital services teams**, ensuring **operational alignment within agencies** to meet evolving mission objectives.

Enterprise Solutions Architect | Magellan Health

2018 – 2019

- Developed **organizational change management frameworks** to facilitate **technology-driven business transformation**.
- Led the alignment of **cloud-first strategies** with **state and federal healthcare IT policies**, improving **digital service delivery**.
- Implemented **AI-powered business intelligence and reporting solutions** to enhance **decision-making and operational efficiency**.

Senior Enterprise Architect & IT Strategy Consultant | Vora Strategies Group, Inc.

2013 – 2018

- Directed **IT transformation and organizational alignment efforts** for **State of Maryland, Montgomery County, and USDA**, integrating **DODAF-based IT planning**.
- **Evaluated division functions** to identify **service overlaps, technology inefficiencies, and workforce optimization opportunities**.
- Provided **IT resource reallocation strategies**, aligning IT modernization efforts with **state and federal technology priorities**.
- Spearheaded the implementation of **enterprise digital services**, ensuring **inter-agency collaboration and compliance with federal IT governance**.

Prior Experience (1998 – 2013)

- **Enterprise Architect & Strategic IT Consultant** for **EPA, VA, USDA, and DHS**. Developed **technology investment roadmaps** aligned with **federal IT priorities**.
- Led **eBenefits Portal modernization** for **VA & DoD**, applying **DODAF-based system integration methodologies** to enhance **service delivery**.

- Supported **organizational restructuring efforts**, streamlining IT operations to **maximize efficiency and resource allocation**.
-

Education & Certifications

- **PhD in Management – Designing Sustainable Systems**, Case Western Reserve University
 - **MBA, Information Systems**, University of Maryland
 - **MPA, Technology & Policy**, Syracuse University
 - **PMP (Project Management Professional)**
 - **ITIL v4 (Information Technology Infrastructure Library)**
 - **EACOE Certified Enterprise Architect** (Enterprise Architecture Center of Excellence)
-

Technical Expertise

- **EA & IT Strategy Tools**: Troux, Sparx EA, Rational Team Concert, MEGA HOPEX
 - **Cloud & Emerging Tech**: AWS, Azure, Google Cloud, Cybersecurity Frameworks
 - **Agile & DevSecOps**: SAFe, Scaled Agile, ITSM, ITIL
 - **IT Investment Management**: CPIC, TBM, Capital Planning, EVM
-

Key Contributions to Agency Alignment & IT Modernization

- **Organizational Optimization**: Led **agency-wide IT resource reallocation** initiatives, ensuring strategic use of **budget and workforce**.
 - **Strategic IT Alignment**: Directed **IT investment roadmaps** to support **mission-critical digital transformation objectives**.
 - **Technology Procurement Modernization**: Developed **procurement efficiency models**, ensuring compliance with **federal IT acquisition policies**.
 - **Change Management & Leadership Engagement**: Developed frameworks to ensure **seamless technology adoption**, promoting **cross-agency collaboration**.
-

Clearance & Languages

- **U.S. Citizen | Active Secret Clearance**
- **Fluent in multiple languages**, enhancing global collaboration and cross-cultural technology integration.

SAMIRA ASKAROVA, PHD, MBA/MPA, PMP, ITILV4

Summary & Core Competencies

Enterprise Architect and IT Strategy Executive with 20+ years of experience leading **state and federal technology modernization initiatives**, specializing in **Enterprise Architecture (EA) frameworks** (DODAF, TOGAF, FEAF), IT governance, and **strategic IT alignment**. Adept at optimizing **agency resource allocation**, streamlining **organizational structures**, and **modernizing technology procurement**. Proven success in **change management**, **cloud adoption**, **AI integration**, and **inter-agency collaboration** to support future-ready IT ecosystems.

Key Competencies:

- Enterprise Architecture (DODAF, TOGAF, FEAF, Zachman)
- IT Strategy, Governance, & Alignment
- Digital Transformation & Cloud Modernization
- Business Process Optimization & Change Management
- IT Investment Management (CPIC, TBM, EA)
- IT Portfolio, Program, and Project Management
- AI, Cybersecurity & Emerging Technologies
- **Organizational Optimization & IT Resource Reallocation**

Professional Experience

Chief Enterprise Architect | AMERICAN SYSTEMS Corporation

2021 – Present

- Led IT governance and **strategic alignment initiatives** to optimize **resource allocation and inter-agency collaboration** for DoD (Navy, Air Force), DHS (TSA, CBP), and Intelligence Community agencies.
- Architected enterprise-wide **cloud adoption strategies**, supporting **Cloud Center of Excellence (CCoE) initiatives** to streamline IT service delivery.
- Developed and implemented **technology rationalization roadmaps** to enhance **modernization of technology procurement** and optimize IT investments.
- Designed frameworks ensuring **AI-driven decision-making models**, incorporating **data governance best practices** for strategic IT management.
- **Facilitated leadership engagement and cross-divisional collaboration**, ensuring IT strategy aligns with **agency mission and legislative priorities**.

Enterprise Architecture & IT Strategy Lead | ApplyLogic LLC (contract)

2020 – 2021

- Directed **enterprise-wide organizational structure reviews**, optimizing IT functions for **TSA, FBI, and CBP**.
- Led the **evaluation of service gaps and redundancies**, aligning IT modernization efforts with **federal and state government efficiency objectives**.
- Designed **EA-driven governance models**, integrating tools like **Sparx EA, Troux, and Rational Team Concert** to enhance **technology investment decision-making**.
- Supported **strategic planning for digital services teams**, ensuring **operational alignment within agencies** to meet evolving mission objectives.

Enterprise Solutions Architect | Magellan Health

2018 – 2019

- Developed **organizational change management frameworks** to facilitate **technology-driven business transformation**.
- Led the alignment of **cloud-first strategies** with **state and federal healthcare IT policies**, improving **digital service delivery**.
- Implemented **AI-powered business intelligence and reporting solutions** to enhance **decision-making and operational efficiency**.

Senior Enterprise Architect & IT Strategy Consultant | Vora Strategies Group, Inc.

2013 – 2018

- Directed **IT transformation and organizational alignment efforts** for **State of Maryland, Montgomery County, and USDA**, integrating **DODAF-based IT planning**.
- **Evaluated division functions** to identify **service overlaps, technology inefficiencies, and workforce optimization opportunities**.
- Provided **IT resource reallocation strategies**, aligning IT modernization efforts with **state and federal technology priorities**.
- Spearheaded the implementation of **enterprise digital services**, ensuring **inter-agency collaboration and compliance with federal IT governance**.

Prior Experience (1998 – 2013)

- **Enterprise Architect & Strategic IT Consultant** for **EPA, VA, USDA, and DHS**. Developed **technology investment roadmaps** aligned with **federal IT priorities**.
- Led **eBenefits Portal modernization** for **VA & DoD**, applying **DODAF-based system integration methodologies** to enhance **service delivery**.

- Supported **organizational restructuring efforts**, streamlining IT operations to **maximize efficiency and resource allocation**.
-

Education & Certifications

- **PhD in Management – Designing Sustainable Systems**, Case Western Reserve University
 - **MBA, Information Systems**, University of Maryland
 - **MPA, Technology & Policy**, Syracuse University
 - **PMP (Project Management Professional)**
 - **ITIL v4 (Information Technology Infrastructure Library)**
 - **EACOE Certified Enterprise Architect** (Enterprise Architecture Center of Excellence)
-

Technical Expertise

- **EA & IT Strategy Tools**: Troux, Sparx EA, Rational Team Concert, MEGA HOPEX
 - **Cloud & Emerging Tech**: AWS, Azure, Google Cloud, Cybersecurity Frameworks
 - **Agile & DevSecOps**: SAFe, Scaled Agile, ITSM, ITIL
 - **IT Investment Management**: CPIC, TBM, Capital Planning, EVM
-

Key Contributions to Agency Alignment & IT Modernization

- **Organizational Optimization**: Led **agency-wide IT resource reallocation** initiatives, ensuring strategic use of **budget and workforce**.
 - **Strategic IT Alignment**: Directed **IT investment roadmaps** to support **mission-critical digital transformation objectives**.
 - **Technology Procurement Modernization**: Developed **procurement efficiency models**, ensuring compliance with **federal IT acquisition policies**.
 - **Change Management & Leadership Engagement**: Developed frameworks to ensure **seamless technology adoption**, promoting **cross-agency collaboration**.
-

Clearance & Languages

- **U.S. Citizen | Active Secret Clearance**
- **Fluent in multiple languages**, enhancing global collaboration and cross-cultural technology integration.



**STATE OF MISSISSIPPI
MS INFORMATION TECHNOLOGY SERVICES
Invitation for Bid**

RESPONSES REQUIRED BY:

Submission Date : 02/14/2025
Submission Time : 15:00:00 CST

RESPONSES OPENED ON:

Opening Date : 02/14/2025
Opening Time : 15:00:00 CST

VENDOR NO:

VENDOR NAME & ADDRESS:

(To be completed by Vendor)

**Sourcing Advisory Services, LLC
(d/b/a Integris Applied)
18 Shawnee Ridge Court
The Woodlands, TX 77382**

SUBMIT NON-ELECTRONIC RESPONSE:

TO :

DELIVERY POINT

RFx number : 3160007165
Smart number : 1601-25-R-IFBD-00009
Buyer : WF-BATCH
Buyer Phone :
Email : no-reply@dfa.ms.gov

NOTICE TO VENDOR:

Agency Alignment & Optimization

The Mississippi Department of Information Technology Services (ITS) is currently structured with three chiefs overseeing five divisions. These chiefs and division directors along with the executive director compose the executive management team. There is a need to allocate resources specifically for a dedicated focus on the agency's strategic direction. Additionally, a comprehensive review of all divisions to identify potential opportunities for further organizational improvements would be beneficial.

Proposals in response to RFx 3160007165: are due Friday, February 14, 2025, at 3:00 p.m. Central Time via email to lori.adams@its.ms.gov or hand delivered to MS Dept. of Information Technology Services (ITS), 3771 Eastwood Dr., Jackson, MS 39211, for IFB Agency Alignment and Optimization.

Full IFB is attached to this RFx

To download a copy of a solicitation, visit the ITS website at
<http://www.its.ms.gov/Procurement/Pages/RfpsandSoleSources.aspx>.

ADDITIONAL CONTACT INFO:

Lori Adams

lori.adams@its.ms.gov
601-432-8045

Vendor Telephone Number	Title	Date
248-321-9959	Managing Director	14-Feb-2025
(Typed or printed) Name of Bidder	Signature of Authorized Bidder	
Tim Ryckman		

RFx number : 3160007165			Submission Date : 02/14/2025 Time : 15:00:00 CST			
Smart number : 1601-25-R-IFBD-00009			Opening Date : 02/14/2025 Time : 15:00:00 CST			
Item	Change Indicator	Product No. / Mfg. Part No.	Description	Delivery / Req.date	Qty	Unit
# 1			Product Category : 91806 Agency Alignment & Optimization		74,000.000	AU



Organizing the Strategy

MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
IFB AGENCY ALIGNMENT AND OPTIMIZATION CONSULTING SERVICES
IFB RFX NUMBER 3160007165



Attachment A

BID COVER SHEET

Bids are to be submitted via email at lori.adams@its.ms.gov, U.S. mail, postage prepaid or by personal delivery as listed below, on or before 3:00 PM CST, February 14, 2025.

PLEASE MARK YOUR ENVELOPE:

IFB Agency Alignment and Optimization Consulting Services
IFB RFx Number 3160007165
Opening Date: 3:00 PM CST, February 14, 2025
Mississippi Department of Information Technology Services
Attention: Lori Adams, Accounting Specialist
3771 Eastwood Drive
Jackson, Mississippi 39211
SEALED BID – DO NOT OPEN

Name of Company: Sourcing Advisory Services, LLC (d/b/a Integris Applied)

Quoted By: Tim Ryckman, Managing Director

Signature:



Address: 18 Shawnee Ridge Ct

City/State/Zip: The Woodlands, TX 77382

Telephone: 248-321-9959

Fax Number: n/a

E-Mail Address: tim.ryckman@integrisapplied.com

Name and phone number of Company Representative to be contacted by Agencies seeking to contract for services pursuant to this IFB:

**Tim Ryckman, Managing Director
248-321-9959
tim.ryckman@integrisapplied.com**

In addition to providing the above contact information, please answer the following questions regarding your company:

What year was your company started? **2010**

How many years has the firm been in business of performing the services called for in this IFB? **15**

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation.

**18 Shawnee Ridge Ct.
The Woodlands, TX 77382**

If your company is not physically located within the vicinity, how will you supply Consulting Services to the agency?

Based on the workplan approved by the agency, Integrus Applied personnel will travel to the agency location for some weeks and work remotely in other weeks.

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms.

No

Is your company licensed and/or certified to provide Consulting Services as required by any and all applicable Federal and State law(s)?

The company holds all applicable business registrations and complies with Federal and State laws. The company itself holds no domain-specific licenses or permits for this service. Individual team members have relevant background and certifications.

List all licenses or permits your company possesses that are applicable to performing the services required in this IFB.

The company itself holds no domain-specific licenses or permits for this service. Individual team members have certifications including ITIL, SIAM, Kaizen, Six Sigma, TBM, and PMP.

For how many customers has your company provided Consulting Services in the past two years?

Five (5)

What is the largest customer your company has provided Consulting Services for in the past two years?

Department of Defense: Defense Health Agency

Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff.

Integrus Applied's primary focus is the CIO's office in State Government – how to transform it to more effectively meet its purpose, which is typically a dual-role or combination of effective IT service delivery and digital information/project governance.

Integrus Applied team members are experienced practitioners (20+ years each), with backgrounds varying in IT operations, organization, finance, contracts – as both buyers and providers of services in private and public sectors. Since founding in 2010, about 80% of our business has been US State Government, with about 15% in US Federal, and 5% in Private Sector. Our work typically includes strategy, followed by working with clients directly in execution of the strategy.

- **Service offerings include:**
 - **Operational assessments: scope, quality, service level metrics**
 - **Organizational assessment and design**
 - **Vision and strategy setting**
 - **Process maturity assessment**
 - **Service management and governance assessment and design**
 - **Sourcing (procurement) strategy: scope, requirements, process, cost**
 - **Procurement facilitation: requirements build, event facilitation, negotiation, implementation planning, project review**
 - **Contract assessments**
 - **Contract relationship resets and renegotiations**
 - **Agency customer (i.e., between central IT office and its customers) relationship assessment and re-design**
 - **Financial assessments, strategy, and implementation including benchmarking, budgeting, chargeback, etc.**
 - **Building business cases for programs**
 - **Training and workshops**
- **Team member certifications include:**
 - **ITIL (various levels: Foundations, Strategist)**
 - **Service Integration and Management (SIAM) (various levels: Foundation, Professional)**
 - **Six Sigma Green Belt**
 - **Kaizen Green Belt**
 - **Technology Business Management (TBM) Executive**
 - **Agile Scrum Master**
 - **Quality Engineering I/II/III**
 - **Project Management Professional (PMP)**

Attachment B

BID FORM

Company	Contact Person	Telephone Number
Sourcing Advisory Services, LLC (d/b/a Integrus Applied)	Tim Ryckman, Managing Director	248-321-9959

The pricing quoted shall be inclusive of, but not limited to the following:

1. All required equipment/material;
2. All required insurance, bond, or other surety;
3. All required overhead;
4. All required profit;
5. All required vehicles;
6. All required fuel and mileage;
7. All required labor and supervision;
8. All required business and professional certifications, licenses, permits, or fees; and,
9. Any and all other costs.

All pricing for Consulting Services should include all associated costs for the items with no additional or hidden fees.

Deliverable Description	Cost
Meet with Key Stakeholders: Conduct meetings with Executive Management Team Members, HR personnel, and the Chief Administrative Officer (CAO) to gain a thorough understanding of current work processes, organizational structure, and strategic priorities (4.1.5.1)	\$59,231
Develop Initial Recommendations: Develop an outline/report summarizing key findings and initial recommendations for integrating the agency's strategy into its organizational structure. (4.1.5.2)	\$118,463
Present and Refine: Present findings to the Executive Director and HR for feedback and input. Subsequently, present the refined recommendations to the entire Executive Management team. (4.1.5.3)	\$78,975
Support Organizational Change: Develop and deliver specialized leadership training to support the implementation of organizational changes. Develop and implement communication strategies to effectively inform and engage employees throughout the change process. (4.1.5.4)	\$138,206
Professional Services Total Cost:	\$394,875

By signing below, the company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

1. That he/she has thoroughly read and understands the Invitation for Bids and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and Attachments thereto;
3. That the company agrees to all provisions of the Invitation for Bids and Attachments thereto including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this IFB (Attachments E and F);
4. That the company will perform the services required at the prices quoted above;
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date;
6. The Contractor represents that its workers are licensed, certified and possess the requisite credentials to Consulting Services; and,
7. **NON-DEBARMENT:** By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.
8. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder or competitor for the purpose of restricting competition.
9. **OFFEROR'S REPRESENTATION REGARDING CONTINGENT FEES:** By responding to this solicitation, the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation, a full and complete explanation shall be submitted in writing [with the offeror's response.
10. **REPRESENTATION REGARDING CONTINGENT FEES:** Contractor represents that it *has not* retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Contractor's bid.

11. **REPRESENTATION REGARDING GRATUITIES:** Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Agency a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of [Agency] has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by offeror. Offeror further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
12. **PROPERTY RIGHTS.** Property rights do not inure to any bidder until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The Agency is under no obligation to award a contract and may terminate a legally executed contract at any time.
13. **BIDDER ACKNOWLEDGEMENT:** Bidders shall acknowledge which of the following statements is applicable regarding release of its bid document as a public record. A bidder may be deemed non-responsive if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:

____ Along with a complete copy of its bid, bidder has submitted a second copy of the bid document in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations if the [Agency] or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that [Agency] may release the redacted copy of the bid document at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.

____ Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by the [Agency] at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A bidder who selects this option but submits a redacted copy of its bid may be deemed non-responsive.

Company Name: Sourcing Advisory Services, LLC (d/b/a Integris Applied)

Printed Name of Representative: Tim Ryckman, Managing Director

Date: 14-Feb-2025

Signature: 

Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

Attachment C

REFERENCES

Bidder may submit as many references as desired by submitting as many additional copies of Attachment C, References, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, bidders are encouraged to submit additional references to ensure that at least two references are available for interview. Agency staff must be able to contact two references within two (2) business days of bid opening to be considered responsive or no later than February 19, 2025.

REFERENCE 1

Name of Company: West Virginia Office of Technology (WVOT)

Dates of Service: November 2022 – Present

Contact Person: Heather Abbott, CIO

Address: 10th Floor, West Virginia Capitol Building, 1900 Kanawha Blvd E Building 5

City/State/Zip: Charleston, WV 25305

Telephone Number: (304) 352-4963

Cell Number: (304) 993-6825

E-mail: heather.d.abbott@wv.gov

Alternative Contact Person (optional): Meghan Shears, CFO

Telephone Number: (304) 352-4942

Cell Number: (681) 317-4605

E-mail: meghan.shears@wv.gov

REFERENCE 2

Name of Company: Department of Defense (DOD), Defense Health Agency (DHA)

Dates of Service: April 2020 – Present

Contact Person: Al Rodriguez, Program Manager

Address: 7700 Arlington Blvd

City/State/Zip: Falls Church, VA 22042

Telephone Number: (703) 681-6804

Cell Number: (571) 259-4835

E-mail: alvaro.e.rodriguez.civ@health.mil

Alternative Contact Person (optional): Joshua Zamarripa, Chief DDS Branch

Telephone Number: (210) 295-3141

Cell Number: (210) 501-8738

E-mail: joshua.m.zamarripa.civ@health.mil

REFERENCE 3

Name of Company: Oregon Enterprise Information Services (EIS)

Dates of Service: January 2024 – Present

Contact Person: Francisco Zavala, Deputy Director Data Center Services

Address: 550 Airport RD SE Suite C

City/State/Zip: Salem, OR 97301

Telephone Number: (see cell)

Cell Number: (971) 283-0295

E-mail: francisco.zavala@das.oregon.gov

Alternative Contact Person (optional): Cara Kaser, Division Manager Infrastructure Services

Telephone Number: (see cell)

Cell Number: (971) 345-7588

E-mail: cara.l.kaser@das.oregon.gov

Attachment G

IFB (RFx 3160007165) Exception(s)

Bidder taking exception to any part or section of the solicitation shall indicate such exceptions on the table below. If no exceptions are taken, then the Bidder shall state in this section “No Exceptions Taken.” Failure to indicate any exception will be interpreted as the Bidder’s intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

Procurement Section and Page Number	Original Language	Requested Change/Exception	Agency Decision
1.		No Exceptions Taken	
2.			
3.			
4.			
5.			



Integrus Applied is an information technology advisory firm dedicated to facilitating complex service relationships where each of the parties' competing and collaborative business objectives are identified, honored, and achieved – both in the short-term and long-term. We are experienced practitioners in the field, with backgrounds in service providers, client IT organizations, and public and private sectors. Specialty focus areas include multisourcing and multiparty integration, collaborative negotiation, and public sector transparency.



Deirdre M. Danahar, MSW, MPH, LCSW, PCC
P.O. Box 4183 Jackson, MS 39296-4183
601-362-8288 |deirdre@inmotioncc.com

Lori Adams
Accounting Specialist
Mississippi Department of Information Technology Services
3771 Eastwood Drive
Jackson MS 39211

Subject: Bid Submission for IFB RFx 3160007165 – Agency Alignment and Optimization Consulting Services

Dear Ms. Adams,

We are pleased to submit our bid in response to IFB RFx 3160007165 for **Agency Alignment and Optimization Consulting Services**. Our team is well-prepared to fulfill the **Scope of Work Section 4** of IFB RFx 3160007165, along with all associated deliverables. We understand the tentative performance period for a service contract resulting from the IFB to be on or about March 5, 2025 – September 30, 2025, and the Mississippi Department of Information Technology Services reserves the right to renew the contract for up an additional 6 months at its sole discretion.

Enclosed in our bid packet, you will find the **base IFB document, and all attachments and amendments** issued prior to the submission deadline, specifically:

- **Bid Cover Sheet** (Attachment A) completed
- **Bid Form** (Attachment B) completed
- **References** (Attachment C) completed
- **Other Supporting Documentation** referenced in Attachment A and Attachment C including:
 - Secretary of State Registration
 - Business License
 - Insurance Certificate listing State of Mississippi as an insured party
 - LCP 360 Certification
 - Social and Emotional Intelligence Certification
 - LCSW License
 - International Coaching Federation Certification

We have reviewed **Attachment D** and understand the reference score sheet and process. Additionally, we have reviewed and accept all contract terms outlined in **Attachment E** (*Required Clauses for Service Contracts*) and **Attachment F** (*Optional Clauses for Use in Service Contracts*). We do not take exception to any part of section of the solicitation and have indicated so in **Attachment G** (*IFB (RFx 3160007165) Exception(s)*).

We appreciate the opportunity to be considered for this important initiative and look forward to the possibility of contributing to the agency's success. Please do not hesitate to contact us if any additional information is required.

Sincerely,

A handwritten signature in blue ink that reads "Deirdre Danahar".

Deirdre Danahar
Owner/Principal
Cc: Charles Sampson

INVITATION FOR BIDS

IFB RFX Number: 3160007165

Agency Alignment and Optimization Consulting Services

Issue Date: January 31, 2025

CLOSING TIME AND DATE

Bids must be received by:

3:00 PM CST, February 14, 2025

CLOSING LOCATION

Mississippi Department of Information Technology Services

3771 Eastwood Drive

Jackson, Mississippi 39211

BID COORDINATOR

Lori Adams, Accounting Specialist

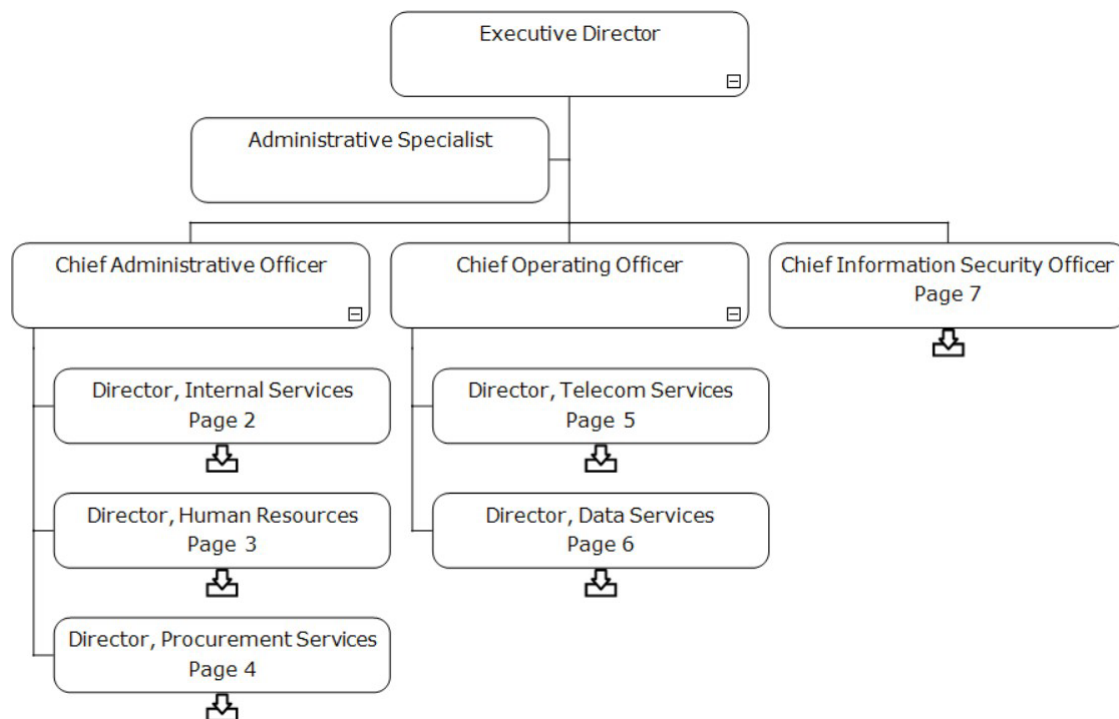
Telephone: (601) 432-8045

E-mail: lori.adams@its.ms.gov

GENERAL INSTRUCTIONS

Section 1 – Background, Authority, and Purpose

The executive management team of the Mississippi Department of Information Technology Services (ITS) is committed to being a proactive and future-ready agency. As shown in the following chart, ITS is currently comprised of three chiefs overseeing five divisions. Together with the executive director, these chiefs and division directors comprise the executive management team. ITS is seeking expertise to optimize its agency structure by incorporating a strategic focus, with input from the executive management team. The work should outline approaches to maintain collaboration and cohesion across all divisions while integrating this strategic component. Additionally, a comprehensive review of all divisions to identify opportunities for further organizational improvements would be highly beneficial.



Section 2 – Timeline

- Invitation for Bid Issue Date: January 31, 2025
- Questions and Requests for Clarification to Agency Deadline: February 7, 2025, 3:00 CST
- Anticipated Posting of Written Answers to Questions: February 10, 2025, 3:00 PM CST

- Bid Package Submission Deadline Date: February 14, 2025, 3:00 PM CST
- Bid Opening Date: February 14, 2025, 3:00 PM CST
- Anticipated Date of the Notice of Intent to Award: February 20, 2025, 3:00 PM CST

Section 3 – Contact and Questions/Requests for Clarification

3.1 Bidders must carefully review this solicitation, the contract, risk management provisions, and all attachments for defects, questionable, or objectionable material. Following review, vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the questions and requests for clarifications, vendors shall submit any such question via email by the deadline reflected in Section 2. All questions and requests for clarifications must be directed by email to:

Lori Adams, Accounting Specialist
Telephone: (601)432-8045
E-mail: lori.adams@its.ms.gov

3.2 Vendors should enter “IFB RFx Number 3160007165 - Questions” as the subject for the email. Question submittals should include a reference to the applicable IFB section and be submitted in the format shown below:

	IFB Section, Page Number	Vendor Question/Request for Clarification
1.		

3.3 Official responses will be provided only for questions submitted as described above and only to clarify information already included in the IFB. The identity of the organization submitting the question(s) will not be revealed. All questions and answers will be published on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website as an amendment to the IFB by the date and time reflected in Section 2.

3.4 The agency will not be bound by any verbal or written information that is not contained within this IFB unless formally noticed and issued by the contact person as an IFB amendment. Bidders are cautioned that any statements made by agency personnel that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

3.5 All vendor communications regarding this IFB must be directed to the Bid Coordinator. Unauthorized contact regarding the IFB with other employees of the agency may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the State.

3.6 No Pre-Bid Conference, Tour, or Site Visit will be held for this IFB.

3.7 Acknowledgement of Amendments: Should an amendment to the IFB be issued, it will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website in a manner that all bidders will be able to view. Further, bidders shall acknowledge receipt of any amendment to the solicitation in writing by signing and returning the amendment with the bid package, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. Each bidder shall submit the written acknowledgment of every amendment to the agency on or before the submission deadline (at the time, date, and at the place specified for receipt of bids). It is the bidder's sole responsibility to monitor the websites for any updates or amendments to the IFB.

3.8 Bidder must provide a signed Acknowledgements of IFB Amendment(s), Questions and Answer document(s), and/or Summary of Pre-Bid Conference, Tour, or Site Visit, if any were issued/posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website.

3.9 The IFB is comprised of the base IFB document, any attachments, any amendments issued prior to the submission deadline, and any other documents released before contract award.

Section 4 – Scope of Work

4.1 Contractor shall provide services, and otherwise do all things necessary for, or incidental to, the performance of work, as set forth below:

4.1.1 Organizational Assessment – This assessment should focus on evaluating the current functions and responsibilities of each division within the agency. This assessment will include but not be limited to:

- Identify potential overlaps or gaps in services;
- Address any inefficiencies or redundancies;
- Result in an updated organizational chart with recommendations for reallocating resources to support the agency's strategic focus; and
- Ensure the revised structure aligns with best practices, including an appropriate span of control for each manager, to enhance overall effectiveness and efficiency.

4.1.2 Establish Organizational Strategic Framework - This purpose is to establish a strong, agency-wide focus on the strategic direction for the agency. Contractor must secure input from the executive management team to effectively create recommendations on the advancement of agency strategic priorities. Additionally, contractor must identify necessary organizational changes to ensure the agency is optimally structured and prepared to address future challenges.

4.1.3 Agencywide Engagement – The purpose of the engagement is to foster internal, external, and peer to peer omnidirectional communication and collaboration.

4.1.4 Leadership Training – The purpose of the training will be to support the implementation of the organizational changes including communication, decision making, and conflict resolution.

4.1.5 Deliverables

4.1.5.1 Meet with Key Stakeholders: Conduct meetings with Executive Management Team Members, HR personnel, and the Chief Administrative Officer (CAO) to gain a thorough understanding of current work processes, organizational structure, and strategic priorities.

4.1.5.2 Develop Initial Recommendations: Develop an outline/report summarizing key findings and initial recommendations for integrating the agency's strategy into its organizational structure.

4.1.5.3 Present and Refine: Present findings to the Executive Director and HR for feedback and input. Subsequently, present the refined recommendations to the entire Executive Management team.

4.1.5.4 Support Organizational Change: Develop and deliver specialized leadership training to support the implementation of organizational changes. Develop and implement communication strategies to effectively inform and engage employees throughout the change process.

4.2 The Contractor shall:

4.2.1 Assign a Contractor Account Representative to work directly with the Contracting Agency Representative.

4.2.2 Ensure all Contractor personnel have visible identification at all times. Contractor identification badges as well as personal identification of the individual employee may be required and clearly visible while on state property.

4.2.3 The state facilities are non-smoking; the Contractor and its personnel must adhere to this requirement. The use of tobacco products is prohibited.

- 4.2.4** It is illegal to have in one's possession any illegal drug or alcoholic beverage while on state property.
- 4.2.5** The Contractor's employees should refrain from using foul, abusive, or profane language on state property.
- 4.2.6** Contractors are required to sign-in and sign-out at most state facilities. Security provisions for all state facilities must be strictly observed.
- 4.2.7** Abide by all State and/or agency policies, procedures, ordinances, and/or laws pertaining to the Contracting Agency's operation at all times. Deviations from these policies by the Contractor or its personnel will not be tolerated and will be considered grounds for contract termination.
- 4.2.8** Perform all services provided in the contract between the bidder/Vendor and the Contracting Agency in accordance with customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agents. The Contractor shall be responsible for the complete performance of all work; for the methods, means, and equipment used; and for furnishing all materials, tools, apparatus, and property of every description used in connection therewith. No statement within this IFB shall negate compliance with any applicable governing regulation. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail, and that only first quality materials and workmanship are to be used.

Section 5 - Basis for Award

5.1 All bids will be reviewed first to determine whether a vendor is responsive, responsible, and/or acceptable. Requirements are not assigned a point percentage and/or score but are instead simply recorded as PASS or FAIL. Bids with errors that do not alter the substance of the bid can be accepted, and the Agency Chief Procurement Officer may allow the bidder to correct the problem prior to review as long as the irregularities are insignificant mistakes that can be waived or corrected without prejudice to other bidders.

5.2 Minor Informalities and Irregularities. The agency has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any bidder. If insufficient information is submitted by a bidder with the bid for the agency to properly evaluate the bid/offer, the Agency has the right to require such additional information as it may deem necessary after the submission

deadline (the time and date set for receipt of bids), provided that the information requested does not create an unfair advantage for any bidder

5.3 All bids which are determined to be responsive, responsible, and/or acceptable will continue to the price bid or cost evaluation. The lowest cost bid will receive the maximum 100 points allocated to cost. The point allocations for cost on the other bids will be evaluated according to the following formula: Price of the lowest responsive and responsible bid divided by the price of the responsive and responsible bid being rated times the maximum 100 points allocated for cost equal the awarded points.

5.4 The agency intends to award one contract to provide the services described in this IFB to the lowest responsible and responsive bidder.

Section 6 – Minimum Bidder Qualifications

The vendor must have:

6.1 Prior Experience: Contractor must have been in business and provided services similar in requirements and scale to those described in this IFB for a minimum of 3 years and must possess strong analytical and critical thinking skills to assess structures, processes, and performance effectively. Exceptional communication and interpersonal abilities are essential to engage stakeholders and present findings clearly. Expertise in leadership training, project management, and change management ensures alignment with organizational goals and smooth transitions during improvements.

6.2 Required Certification, Accreditation, and/or Licenses: Contractor must possess certification(s) as deemed appropriate by ITS in the areas of organizational structure and leadership training. Certifications and certifying entity details must be included in bid.

6.3 References: A minimum score of six (6) on the Reference Score Sheet (Attachment D) from reference interviews by agency staff with two (2) bidder references (Attachment C) (for a total minimum scoring requirement of twelve (12) points), as well as all other requirements of this IFB.

6.4 The bidder may be required before the award of any contract to show to the complete satisfaction of the agency that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a history and references in order to satisfy the agency in regard to the bidder's qualifications. The agency may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the agency all information for this purpose that may be requested. The agency reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the agency that the bidder is properly qualified to carry out the obligations of

the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

1. the ability, capacity, skill, and financial resources to perform the work or provide the service required;
2. the ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference;
3. the character, integrity, reputation, judgment, experience, and efficiency of the bidder; and,
4. the quality of performance of previous contracts or services.

Section 7 – Duration

The estimated period of performance of any contract resulting from this IFB is tentatively scheduled to begin on or about March 5, 2025, and to end on or about September 30, 2025. The agency reserves the right to renew the contract for up to 6 additional months at the sole discretion of the Agency.

Section 8 – Bid Submission Requirements

8.1 Submission Format

8.1.1 Bid Cover Sheet (Attachment A)

8.1.2 Bid Form (Attachment B) - all pricing must be submitted on the bid form. Failure to complete and/or sign the bid form may result in bidder being determined nonresponsive.

8.1.3 References (Attachment C) - each bidder must furnish a listing of **at least** three (3) trade references along with the contact person, address, and phone number for each. These references must be familiar with the bidder's abilities in the areas involved with this solicitation. Agency staff will use these references to determine the bidder's ability to perform the services. It is the responsibility of the bidder to ensure that the reference contact information is correct and current. Agency staff will not track down references. Bidders should verify before submitting their bid that the contact person and phone number are correct for each reference. **Agency staff must be able to reach two (2) references for a bidder within two (2) business days of bid opening to be considered responsive. Further, the bidder must score a minimum of six (6) points on each Reference Score Sheet which will be used by the agency staff when interviewing the two (2) references (for a total minimum scoring requirement of twelve (12) points) to be considered responsive and/or responsible.** (See Section 6.5 and Attachments C and D.) Only bidders who are found responsive and/or responsible will have their bids considered. Bidder may submit as many references as desired. Agency staff will begin contacting references

at the top of the list and will continue down the list until they have completed Reference Score Sheets for two (2) references. After two (2) score sheets are completed, the reference check process will end.

8.2 Submission Requirements

- 8.2.1** The Bidder is required to submit one response of the complete bid, including all Attachments, on a USB flash drive or via email at lori.adams@its.ms.gov. Bidder's documents must be in Microsoft Office 2016 or higher format and/or PDF format, as appropriate. If PDF format is submitted, the file must be searchable.

Also, in addition to the complete unredacted version of the bid, the bidder shall also submit a copy of the bid with information the bidder deems confidential commercial and financial information and/or trade secrets in accordance with Miss. Code Ann. Sec 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1 redacted in black.

- 8.2.2** The sealed envelope/package or email shall be marked with the bid opening date and time, and the number of the invitation for bids 3:00 PM CST, February 14, 2025; IFB Number 3160007165. Bids are subject to rejection unless submitted with the information included on the outside the sealed bid envelope or package.

- 8.2.3** Sealed bids should be mailed or hand-delivered to and labeled as follows:

IFB Agency Alignment and Optimization Consulting Services
IFB RFx Number 3160007165
Opening Date: 3:00 PM CST, February 14, 2025
Mississippi Department of Information Technology Services
Attention: Lori Adams, Accounting Specialist
3771 Eastwood Drive
Jackson, Mississippi 39211
SEALED BID – DO NOT OPEN

- 8.2.4** All bid packages must be received by the agency no later than 3:00 PM CST, February 14, 2025. Bids submitted via facsimile (fax) machine **will not** be accepted. All risk of late arrival due to unanticipated delay – whether delivered by hand, U.S. Postal Service, courier or other delivery service or method – is entirely on the vendor. All vendors are urged to take the possibility of delay into account when submitting a bid.

- 8.2.5** Timely submission of the bid package is the responsibility of the bidder. Bids received after the specified time will be rejected and maintained unopened in the procurement file. A bid received at the place designated in the solicitation for

receipt of bids after the exact time specified for receipt will not be considered unless it has been determined by the agency that the late receipt was due solely to mishandling by the agency after receipt at the specified address.

- 8.2.6** The time and date of receipt will be indicated on the sealed bid envelope/package or email by agency staff. The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that

office on the bid wrapper or other documentary evidence of receipt used by that office.

- 8.2.7** Each page of the bid form and all attachments shall be identified with the name of the bidder.
- 8.2.8** Failure to submit a bid on the bid form provided will be considered cause for rejection of the bid. **Modifications or additions to any portion of the bid document may be cause for rejection of the bid.** The agency reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive.
- 8.2.9** Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the IFB Exception(s) form, **Attachment G**. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part. The bid must contain a high degree of acceptance of contract terms and conditions listed in **Attachment E and F** of this IFB.
- 8.2.10** A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The agency reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the agency of non-responsiveness based on the submission of nonconforming terms and conditions.
- 8.2.11** As a precondition to bid acceptance, the agency may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.
- 8.2.12** Any bidder claiming that its response contains information exempt from the Mississippi Public Records Act (Miss. Code Ann. §§ 25-61-1 *et seq.* and 79-23-1), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption.

Section 9 – Bidder Certification

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

Section 10 – Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.

Section 11 – Registration with Mississippi Secretary of State

By submitting a bid, the bidder certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by the agency that it has been selected for contract award.

Section 12 – Insurance, Bonds, or Other Sureties

12.1 Each successful bidder shall, at its own expense, obtain and maintain insurance, bond, or other surety which shall include the following types and coverage limits:

12.1.1 Comprehensive General Liability or Professional Liability insurance, with minimum limits of \$500,000.00 per occurrence.

12.2 Additionally:

12.2.1 In no event shall the requirement for an insurance, bond, or other surety be waived.

12.2.2 All insurances policies will list the State of Mississippi as an additional insured.

12.2.3 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

12.2.4 Contractor shall submit to Agency a certificate of insurance and/or bond which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance may be cause for your bid to be declared non-responsive or for your contract to be cancelled.

12.2.5 Contractor shall obtain at Contractor's expense the insurance and/or bond requirements specified in the procurement and contract prior to performing under this Contract, and Contractor shall maintain the required insurance and/or

bond coverage throughout the duration of this Contract and all warranty periods. There are no provisions for exceptions to this requirement.

- 12.2.6** Contractor shall not commence work under this contract until it obtains all insurance and/or bond required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. After work commences, the Contractor will keep in force all required insurance and/or bond until the contract is terminated or expires.
- 12.2.7** Contractor shall submit renewal certificates as appropriate during the term of the contract.
- 12.2.8** Contractor shall instruct the insurers to provide the Agency advance notice of any insurance cancellation.
- 12.2.9** Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance and/or bond coverage(s), that written notice will be delivered to the Agency Chief Procurement Officer.
- 12.2.10** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance and/or bond coverage(s) to Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Agency.

Section 13 – Bid Opening

Bid opening will be on Friday, February 14, 2025 at 3:00 pm CST.

Section 14 – Award Notification

Award(s) for this procurement will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency website at <http://its.ms.gov>. Bidders will be notified via e-mail of the awards.

Section 15 – Procurement Methodology

15.1 Restrictions on Communications with Agency and Agency Staff

At no time shall any bidder or its personnel contact, or attempt to contact, any agency staff regarding this IFB except the contact person as set forth and in the manner prescribed in Section 3.

15.2 Bidder Investigations

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the agency upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

15.3 Expenses Incurred in the Procurement Process

All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

15.4 Independent Price Determination

By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid. The prices quoted shall be inclusive of, but not limited to the following: all required labor and supervision; all required equipment/material; all required insurance, bond, or other surety; all required overhead; all required profit; all required vehicles; all required fuel and mileage; all required training; all required business and professional licenses, certifications, fees, or permits; and, any and all other costs]. All pricing should include all associated costs with no additional or hidden fees.

15.5 Rejection of Bids

A bid response that includes terms and conditions that do not conform to the terms and

conditions in the IFB document is subject to rejection as non-responsive. Further, submission of a bid form that is not complete and/or signed is subject to rejection as non-responsive. The agency reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the agency staff of non-responsiveness based on the submission of nonconforming terms and conditions. Furthermore, if a bidder's price is substantially higher than those of other bidders, meaning those in excess of a twenty-five percent (25%) differential, the bidder's price will be deemed non-responsive.

15.6 Withdrawal of Bids

If the price bid is substantially lower than those of other bidders, a mistake may have been made. A bidder may withdraw its bid from consideration if certain conditions are met:

- (1) The bid is submitted in good faith;
- (2) The price bid is substantially lower than those of other bidders because of a mistake;
- (3) The mistake is a clerical error, not an error of judgment; and,
- (4) Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to the agency of claim of right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to the agency all original work papers, documents, and other materials used in the preparation of the bid.

A bidder may also withdraw a bid, prior to the time set for the opening of bids, by simply making a request in writing to the agency. No explanation is required.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded, or otherwise benefit from the contract.

No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted.

15.7 Reconsiderations

Vendors who would like to request reconsideration of the terms of the solicitation should reference PPRB OPSCR Rules and Regulations Rule 5.2.4. Also, ITS may cancel the solicitation or reject any bid submitted if ITS determines it is in the agency's best interest to do so.

Section 16 – Required Contract Terms and Conditions

Any contract entered into with the Contracting Agency pursuant to this IFB shall have the required clauses found in Attachment E and those required by the *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB. The agency discourages exceptions from these required clauses. Such exceptions may cause a bid to be rejected as non-responsive. Bids which condition the bid based upon the State accepting other terms and conditions not found in the IFB, or which take exception to the State's terms and conditions, may be found non-responsive, and no further consideration of the bid will be given.

Section 17 – Optional Contract Terms and Conditions

Any contract entered into with the Contracting Agency pursuant this IFB may have, at the discretion of the Contracting Agency, the optional clauses found in Attachment F and those within the *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB. The agency discourages exceptions from these optional clauses. Such exceptions may cause a bid to be rejected as non-responsive. Bids which condition the bid based upon the State accepting other terms and conditions not found in the IFB, or which take exception to the State's terms and conditions, may be found non-responsive, and no further consideration of the bid will be given.

Section 18 – Agency Website

This IFB, questions and answers concerning this IFB, and the Notice of Intent To Award will be posted on the agency website at <http://www.its.ms.gov> and on the Mississippi Contract/Procurement Opportunity Search Portal website.

Section 19 – Attachments

The attachments to this IFB are made a part of this IFB as if copied herein in words and figures.

Attachment A

BID COVER SHEET

Bids are to be submitted via email at lori.adams@its.ms.gov, U.S. mail, postage prepaid or by personal delivery as listed below, on or before 3:00 PM CST, February 14, 2025.

PLEASE MARK YOUR ENVELOPE:

IFB Agency Alignment and Optimization Consulting Services
IFB RFx Number 3160007165
Opening Date: 3:00 PM CST, February 14, 2025
Mississippi Department of Information Technology Services
Attention: Lori Adams, Accounting Specialist
3771 Eastwood Drive
Jackson, Mississippi 39211
SEALED BID – DO NOT OPEN

Name of Company: _____

Quoted By: _____

Signature: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Fax Number: _____

E-Mail Address: _____

Name and phone number of Company Representative to be contacted by Agencies seeking to contract for services pursuant to this IFB: _____

In addition to providing the above contact information, please answer the following questions regarding your company:

What year was your company started? _____

How many years has the firm been in business of performing the services called for in this IFB?

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation. _____

If your company is not physically located within the vicinity, how will you supply Consulting Services to the agency? _____

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms. _____

Is your company licensed and/or certified to provide Consulting Services as required by any and all applicable Federal and State law(s)? _____

List all licenses or permits your company possesses that are applicable to performing the services required in this IFB. _____

For how many customers has your company provided Consulting Services in the past two years? _____

What is the largest customer your company has provided Consulting Services for in the past two years? _____

Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff. _____

Attachment B

BID FORM

Company	Contact Person	Telephone Number

The pricing quoted shall be inclusive of, but not limited to the following:

1. All required equipment/material;
2. All required insurance, bond, or other surety;
3. All required overhead;
4. All required profit;
5. All required vehicles;
6. All required fuel and mileage;
7. All required labor and supervision;
8. All required business and professional certifications, licenses, permits, or fees; and,
9. Any and all other costs.

All pricing for Consulting Services should include all associated costs for the items with no additional or hidden fees.

Deliverable Description	Cost
Meet with Key Stakeholders: Conduct meetings with Executive Management Team Members, HR personnel, and the Chief Administrative Officer (CAO) to gain a thorough understanding of current work processes, organizational structure, and strategic priorities (4.1.5.1)	
Develop Initial Recommendations: Develop an outline/report summarizing key findings and initial recommendations for integrating the agency's strategy into its organizational structure. (4.1.5.2)	
Present and Refine: Present findings to the Executive Director and HR for feedback and input. Subsequently, present the refined recommendations to the entire Executive Management team. (4.1.5.3)	
Support Organizational Change: Develop and deliver specialized leadership training to support the implementation of organizational changes. Develop and implement communication strategies to effectively inform and engage employees throughout the change process. (4.1.5.4)	
Professional Services Total Cost:	

By signing below, the company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

1. That he/she has thoroughly read and understands the Invitation for Bids and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and Attachments thereto;
3. That the company agrees to all provisions of the Invitation for Bids and Attachments thereto including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this IFB (Attachments E and F);
4. That the company will perform the services required at the prices quoted above;
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date;
6. The Contractor represents that its workers are licensed, certified and possess the requisite credentials to Consulting Services; and,
7. **NON-DEBARMENT:** By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.
8. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder or competitor for the purpose of restricting competition.
9. **OFFEROR'S REPRESENTATION REGARDING CONTINGENT FEES:** By responding to this solicitation, the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation, a full and complete explanation shall be submitted in writing [with the offeror's response.
10. **REPRESENTATION REGARDING CONTINGENT FEES:** Contractor represents that it *has not* retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Contractor's bid.

11. **REPRESENTATION REGARDING GRATUITIES:** Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Agency a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of [Agency] has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by offeror. Offeror further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
12. **PROPERTY RIGHTS.** Property rights do not inure to any bidder until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The Agency is under no obligation to award a contract and may terminate a legally executed contract at any time.
13. **BIDDER ACKNOWLEDGEMENT:** Bidders shall acknowledge which of the following statements is applicable regarding release of its bid document as a public record. A bidder may be deemed non-responsive if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:

____ Along with a complete copy of its bid, bidder has submitted a second copy of the bid document in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations if the [Agency] or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that [Agency] may release the redacted copy of the bid document at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.

____ Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by the [Agency] at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A bidder who selects this option but submits a redacted copy of its bid may be deemed non-responsive.

Company Name: _____

Printed Name of Representative: _____

Date: _____

Signature: _____

Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

Attachment C

REFERENCES

Bidder may submit as many references as desired by submitting as many additional copies of Attachment C, References, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, bidders are encouraged to submit additional references to ensure that at least two references are available for interview. Agency staff must be able to contact two references within two (2) business days of bid opening to be considered responsive or no later than February 19, 2025.

REFERENCE 1

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 2

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 3

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 4

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 5

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

Attachment D

References Score Sheet

IFB 3160007165

IFB Agency Alignment and Optimization Consulting Services

TO BE COMPLETED BY AGENCY STAFF ONLY

Company Name: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Service From/To Dates: _____

Able to provide Consulting Services when you called?	Yes	No
Satisfied with the Consulting Services provided? If no, please explain.	Yes	No
Vendor easy to work with in scheduling Consulting Services?	Yes	No
Was the Consulting Services completed on time and within budget?	Yes	No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here ____.)	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend them?	Yes	No

Bidder must have a minimum of 6 “yes” answers on the questions above from two references (total of 12 “yes” answers) to be considered responsible and for its bid to be considered.

Score: Pass/Fail

Do you have any business, professional or personal interest in the vendor’s organization? If yes, please explain.	Yes	No
---	-----	----

A “yes” to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

Notes: _____

Called by: _____

Signature

Title

Date

Attachment E

REQUIRED CLAUSES FOR SERVICE CONTRACTS RESULTING FROM THIS IFB

1. Applicable Law: The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.
2. Approval: It is understood that if this contract requires approval by the Public Procurement Review Board ("PPRB") and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review ("OSPSCR") and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
3. Availability of Funds: It is expressly understood and agreed that the obligation of the Department of Information Technology Services, (ITS), to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of appropriated state funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, the ITS shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to ITS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
4. Compliance with Equal Opportunity in Employment Policy: Contractor understands that ITS is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.
5. Compliance with Laws: Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
6. Contract Rights: Contract Rights Contract rights do not vest in any party until a contract is legally executed. ITS is under no obligation to award a contract following issuance of this solicitation.
7. E-Payment: Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. ITS agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*.

8. E-Verification: If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the Agency subject to approval by any agencies of the United State Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this clause may subject Contractor to the following:
- termination of this contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Services Rules and Regulations*;
 - 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; or,
 - both.

In the event of such termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

9. Insurance, Bond, or Other Surety: Contractor represents that it will, at its own expense, obtain and maintain insurance, bond, or other surety which shall include at a minimum, the following types and coverage limits:
- Comprehensive General Liability or Professional Liability** insurance, with minimum limits of \$[500,000.00] per occurrence.

(Subcontractor) The Contractor is responsible for ensuring that any subcontractors provide adequate insurance and/or bond coverage for the activities arising out of subcontracts.

Additionally:

- In no event shall the requirement for an insurance, bond, or other surety be waived.
- All insurances policies will list the State of Mississippi as an additional insured.
- All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- Contractor shall submit to Agency a certificate of insurance and/or bond which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance may be cause for your bid to be declared non-responsive or for your contract to be cancelled.
- Contractor shall obtain at Contractor's expense the insurance and/or bond requirements specified in the procurement and contract prior to performing under this Contract, and Contractor shall maintain the required insurance and/or bond coverage throughout the

duration of this Contract and all warranty periods. There are no provisions for exceptions to this requirement.

- Contractor shall not commence work under this contract until it obtains all insurance and/or bond required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. After work commences, the Contractor will keep in force all required insurance and/or bond until the contract is terminated or expires.
- Contractor shall submit renewal certificates as appropriate during the term of the contract.
- Contractor shall instruct the insurers to provide the Agency advance notice of any insurance cancellation.
- Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance and/or bond coverage(s), that written notice will be delivered to the Agency Chief Procurement Officer.
- There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance and/or bond coverage(s) to Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Agency.

10. Paymode: Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State and deposited into the bank account of Contractor's choice. The Agency may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
11. Procurement Regulations: This solicitation and the contract shall be governed by the applicable provisions of the *PPRB OPSCR Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any bidder responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.
12. Property Rights. Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the Agency may terminate this contract at any time for its own convenience
13. Representation Regarding Contingent Fees: By executing the contract, the Contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the Contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to the Agency prior to contract execution.

14. Representation Regarding Gratuities: Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Agency a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of Agency has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by Contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
15. Stop Work Order. The Agency may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the Agency. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the Agency. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the Agency has terminated that part of the agreement or terminated the agreement in its entirety. The Agency is not liable for payment for services which were not rendered due to the stop work order.
16. Termination for Convenience. The Agency may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The Agency shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
17. Termination for Default. If the Agency gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the Agency may terminate the contract for default and the Contractor will be liable for the additional cost to the Agency to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.
18. Required Public Records and Transparency: Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25- 61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall

be available for at the Agency for examination, inspection, or reproduction by the public. The Contractor acknowledges and agrees that the Agency and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

19. No Limitation of Liability: Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

Attachment F

OPTIONAL CLAUSES FOR USE IN SERVICE CONTRACTS RESULTING FROM THIS IFB

Anti-assignment/Subcontracting: Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

1. Antitrust: By entering into a contract, Contractor conveys, sells, assigns, and transfers to the Agency all rights, titles, and interest it may now have, or hereafter acquire, under the antitrust laws of the United States and the State that relate to the particular goods or services purchased or acquired by the Agency under said contract.
2. Attorney's Fees and Expenses: Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.
3. Authority to Contract: Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) 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, (d) 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.
4. Change in Scope of Work: The Agency may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the

contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Agency and Contractor.

If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify the Agency in writing of this belief. If the Agency believes that the particular work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

5. Claims Based on a Procurement Officer's Actions or Omissions:

a. *Notice of Claim.* If any action or omission on the part of a Chief Procurement Officer or designee of such officer requiring performance changes within the scope of the contract constitutes the basis for a claim by Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

i. Contractor shall have given written notice to the Chief Procurement Officer or designee of such officer:

- (1) prior to the commencement of the work involved, if at that time Contractor knows of the occurrence of such action or omission;
- (2) within 30 days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work; or,
- (3) within such further time as may be allowed by the Chief Procurement Officer in writing.

This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The Chief Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Chief Procurement Officer or designee of such officer;

- ii. The notice required by subparagraph (a) of this paragraph describes, as clearly as practicable at the time, the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and,
- iii. Contractor maintains and, upon request, makes available to the Chief Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

b. *Limitation of Clause.* Nothing contained herein shall excuse Contractor from compliance with any rules of law precluding state officers and Contractors from acting in collusion or

bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

- c. *Adjustment of Price.* Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

- 6. Information Designated by Contractor as Confidential: Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the Agency shall result in the immediate termination of this agreement.

- 7. Confidentiality: Notwithstanding any provision to the contrary contained herein, it is recognized that Agency is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to Agency pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, Agency shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The Agency shall not be liable to the Contractor for disclosure of information required by court order or required by law.
- 8. Contractor Personnel: The Agency shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the Agency reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the Agency in a timely manner and at no additional cost to the Agency. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
- 9. Copyrights: Contractor agrees that Agency shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement. Further, Contractor hereby grants to Agency a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

10. Debarment and Suspension: Contractor certifies to the best of its knowledge and belief, that it:
- a. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
 - b. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it 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;
 - c. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - d. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (b) and (c) of this certification; and,
 - e. has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
11. Disclosure of Confidential Information: In the event that either party to this agreement 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 confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*
12. Exceptions to Confidential Information: Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:
- a. is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
 - b. is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
 - c. is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
 - d. is independently developed by the recipient without any reliance on confidential information;
 - e. is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
 - f. is disclosed with the disclosing party's prior written consent.

13. Errors in Extension: If the unit price and the extension price are at variance, the unit price shall prevail.
14. Failure to Deliver: In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Agency, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Agency may have.
15. Failure to Enforce: Failure by the Agency at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Agency to enforce any provision at any time in accordance with its terms.
16. Final Payment: Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the Agency a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State's claims against Contractor under this contract.
17. Force Majeure: Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
18. HIPAA Compliance: Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
19. Indemnification: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from

and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

20. Independent Contractor Status: Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the agency, and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Agency shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

21. Infringement Indemnification: Contractor warrants that the materials and deliverables provided to the customer under this agreement, and their use by the customer, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the customer the right to continue using such items. Should Contractor fail to obtain for the customer the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense. In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the customer to discontinue using such items, in which case Contractor will refund to the customer the fees previously paid by the customer for the items the customer may no longer use, and shall compensate the customer for the lost value of the infringing part to the phase

in which it was used, up to and including the contract price for said phase. Said refund shall be paid within ten (10) working days of notice to the customer to discontinue said use.

Scope of Indemnification: Provided that the State promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, at its own expense, the State against, and pay all costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

22. Integrated Agreement/Merger: This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Contractor on the basis of draftsmanship or preparation hereof.

23. Liquidated Damages:

4-101.05 of the *PPRB OPSCR Rules and Regulations*.) When Contractor is given notice of delay or nonperformance as specified in Paragraph (1) (Default) of the Termination for Default clause of this contract and fails to cure in the time specified, Contractor shall be liable for damages for delay in the amount of \$[500.00] per calendar day from date set for cure until either the State reasonably obtains similar services if Contractor is terminated for default, or until Contractor provides the services if Contractor is not terminated for default. To the extent that Contractor's delay or nonperformance is excused under Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default clause of this contract, liquidated damages shall not be due the State. Contractor remains liable for damages caused other than by delay.

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Modification or Renegotiation: This agreement may be modified only by written agreement signed by the parties hereto. 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.

24. Notices: All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Agency:	For Contractor:
[Name, Title]	[Name, Title]
[Agency Name]	[Contractor Name]
[Address]	[Address]
[City, State, Zip]	[City, State, Zip]

25. Non-solicitation of Employees: Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.
26. Oral Statements: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Agency and agreed to by Contractor.
27. Ownership of Documents and Work Papers: Agency shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to Agency upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from Agency and subject to any copyright protections.
28. Patents and Royalties: Contractor covenants to save, defend, keep harmless, and indemnify the Agency and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost--including court costs and attorney's fees, charges, liability, and exposure, however caused--for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the Agency. If Contractor uses any design, device, or material covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.
29. Price Adjustment:
- a. *Price Adjustment Methods.* Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:
 - i. by agreement on a fixed price adjustment before commencement of the additional performance;
 - ii. by unit prices specified in the contract;
 - iii. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
 - iv. by the price escalation clause.

- b. *Submission of Cost or Pricing Data.* Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the *PPRB OPSCR Rules and Regulations*.
30. Priority: The contract consists of this agreement with exhibits, the IFB [] (hereinafter referred to as "IFB" and attached as Schedule []), and the bid dated [date] by [Contractor Name] (hereinafter referred to as "Bid" and attached as Schedule []). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement with exhibits and, if still unresolved, by reference to the IFB and, if still unresolved, by reference to the Bid. Omission of any term or obligation from this agreement or attached Schedules [] or [] shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
31. Quality Control: Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the Agency.
32. Record Retention and Access to Records: Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.
33. Recovery of Money: Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the Agency, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the Agency. The rights of the Agency are in addition and without prejudice to any other right the Agency may have to claim the amount of any loss or damage suffered by the Agency on account of the acts or omissions of Contractor.
34. (See Section 3-501.05.3 (Requirements Contracts) of the *PPRB OPSCR Rules and Regulations*.) Requirements Contract: During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the Agency shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current

expectations of the Agency for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the Agency is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the Agency may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

35. Right to Audit: Contractor shall maintain such financial records and other records as may be prescribed by the Agency or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the Agency, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.
36. Right to Inspect Facility: The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.
37. Severability: If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
38. State Property: Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.
39. Third Party Action Notification: Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.
40. Unsatisfactory Work. If, at any time during the contract term, the service performed or work done by Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

41. Variations in Estimated Quantities:

Variation in Quantity: Upon the agreement of the parties, the quantity of services specified in this contract may be increased by a maximum of ten percent provided:

- a. the unit prices will remain the same (except for any price adjustments otherwise applicable); and,
- b. the Chief Procurement Officer makes a written determination that such an increase will either be more economical than awarding another contract, or that it would not be practical to award another contract.

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- a. the minimum quantity, if any, the State is obligated to order and Contractor to provide;
- b. whether there is a quantity the State expects to order and how this quantity relates to any minimum and maximum quantities that may be ordered under the contract;
- c. any maximum quantity the State may order and Contractor must provide; and,
- d. whether the State is obligated to order its actual requirements under the contract, or in the case of a multiple award as defined in Section 3-503 (Multiple Source Contracting) of the *PPRB OPSCR Rules and Regulations*, that the State will order its actual requirements from Contractors under the multiple award subject to any minimum or maximum quantity stated.

42. Waiver: No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

INVITATION FOR BIDS

IFB RFX Number: 3160007165

Agency Alignment and Optimization Consulting Services

Issue Date: January 31, 2025

CLOSING TIME AND DATE

Bids must be received by:
3:00 PM CST, February 14, 2025

CLOSING LOCATION

Mississippi Department of Information Technology Services
3771 Eastwood Drive
Jackson, Mississippi 39211

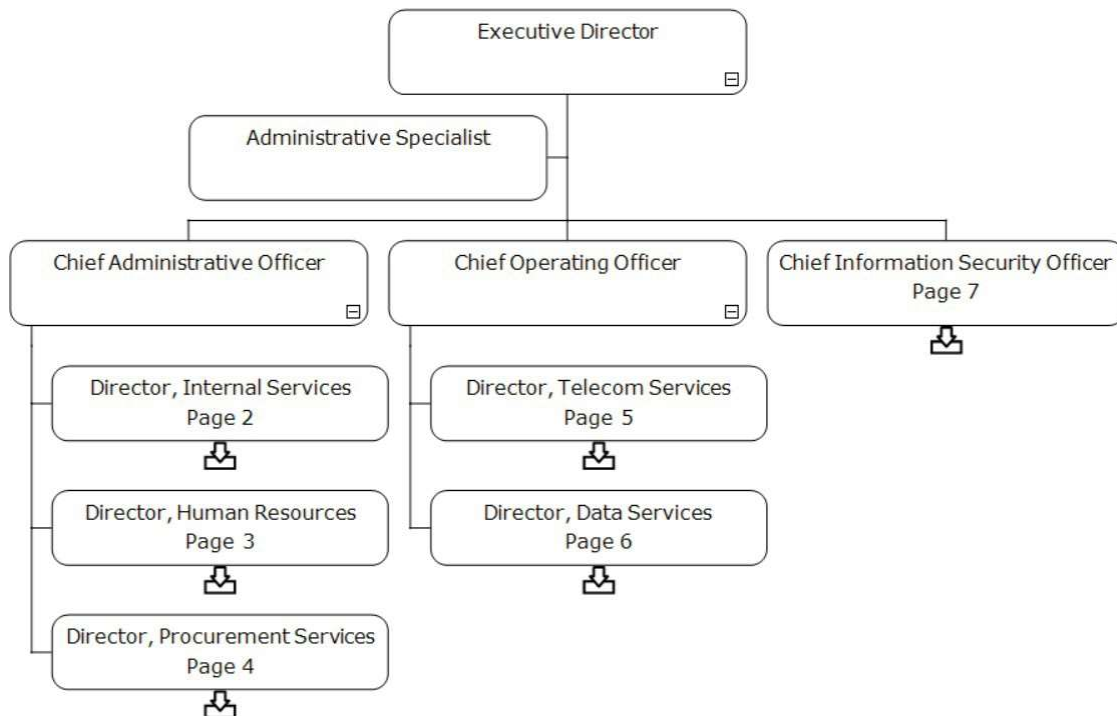
BID COORDINATOR

Lori Adams, Accounting Specialist
Telephone: (601) 432-8045
E-mail: lori.adams@its.ms.gov

GENERAL INSTRUCTIONS

Section 1 – Background, Authority, and Purpose

The executive management team of the Mississippi Department of Information Technology Services (ITS) is committed to being a proactive and future-ready agency. As shown in the following chart, ITS is currently comprised of three chiefs overseeing five divisions. Together with the executive director, these chiefs and division directors comprise the executive management team. ITS is seeking expertise to optimize its agency structure by incorporating a strategic focus, with input from the executive management team. The work should outline approaches to maintain collaboration and cohesion across all divisions while integrating this strategic component. Additionally, a comprehensive review of all divisions to identify opportunities for further organizational improvements would be highly beneficial.



Section 2 – Timeline

- Invitation for Bid Issue Date: January 31, 2025
- Questions and Requests for Clarification to Agency Deadline: February 7, 2025, 3:00 CST
- Anticipated Posting of Written Answers to Questions: February 10, 2025, 3:00 PM CST

- Bid Package Submission Deadline Date: February 14, 2025, 3:00 PM CST
- Bid Opening Date: February 14, 2025, 3:00 PM CST
- Anticipated Date of the Notice of Intent to Award: February 20, 2025, 3:00 PM CST

Section 3 – Contact and Questions/Requests for Clarification

3.1 Bidders must carefully review this solicitation, the contract, risk management provisions, and all attachments for defects, questionable, or objectionable material. Following review, vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the questions and requests for clarifications, vendors shall submit any such question via email by the deadline reflected in Section 2. All questions and requests for clarifications must be directed by email to:

Lori Adams, Accounting Specialist
 Telephone: (601)432-8045
 E-mail: lori.adams@its.ms.gov

3.2 Vendors should enter “IFB RFx Number 3160007165 - Questions” as the subject for the email. Question submittals should include a reference to the applicable IFB section and be submitted in the format shown below:

	IFB Section, Page Number	Vendor Question/Request for Clarification
1.		

3.3 Official responses will be provided only for questions submitted as described above and only to clarify information already included in the IFB. The identity of the organization submitting the question(s) will not be revealed. All questions and answers will be published on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website as an amendment to the IFB by the date and time reflected in Section 2.

3.4 The agency will not be bound by any verbal or written information that is not contained within this IFB unless formally noticed and issued by the contact person as an IFB amendment. Bidders are cautioned that any statements made by agency personnel that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

3.5 All vendor communications regarding this IFB must be directed to the Bid Coordinator. Unauthorized contact regarding the IFB with other employees of the agency may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the State.

3.6 No Pre-Bid Conference, Tour, or Site Visit will be held for this IFB.

3.7 Acknowledgement of Amendments: Should an amendment to the IFB be issued, it will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website in a manner that all bidders will be able to view. Further, bidders shall acknowledge receipt of any amendment to the solicitation in writing by signing and returning the amendment with the bid package, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. Each bidder shall submit the written acknowledgment of every amendment to the agency on or before the submission deadline (at the time, date, and at the place specified for receipt of bids). It is the bidder's sole responsibility to monitor the websites for any updates or amendments to the IFB.

3.8 Bidder must provide a signed Acknowledgements of IFB Amendment(s), Questions and Answer document(s), and/or Summary of Pre-Bid Conference, Tour, or Site Visit, if any were issued/posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency's website.

3.9 The IFB is comprised of the base IFB document, any attachments, any amendments issued prior to the submission deadline, and any other documents released before contract award.

Section 4 – Scope of Work

4.1 Contractor shall provide services, and otherwise do all things necessary for, or incidental to, the performance of work, as set forth below:

4.1.1 Organizational Assessment – This assessment should focus on evaluating the current functions and responsibilities of each division within the agency. This assessment will include but not be limited to:

- Identify potential overlaps or gaps in services;
- Address any inefficiencies or redundancies;
- Result in an updated organizational chart with recommendations for reallocating resources to support the agency's strategic focus; and
- Ensure the revised structure aligns with best practices, including an appropriate span of control for each manager, to enhance overall effectiveness and efficiency.

4.1.2 Establish Organizational Strategic Framework - This purpose is to establish a strong, agency-wide focus on the strategic direction for the agency. Contractor must secure input from the executive management team to effectively create recommendations on the advancement of agency strategic priorities. Additionally, contractor must identify necessary organizational changes to ensure the agency is optimally structured and prepared to address future challenges.

4.1.3 Agencywide Engagement – The purpose of the engagement is to foster internal, external, and peer to peer omnidirectional communication and collaboration.

4.1.4 Leadership Training – The purpose of the training will be to support the implementation of the organizational changes including communication, decision making, and conflict resolution.

4.1.5 Deliverables

4.1.5.1 Meet with Key Stakeholders: Conduct meetings with Executive Management Team Members, HR personnel, and the Chief Administrative Officer (CAO) to gain a thorough understanding of current work processes, organizational structure, and strategic priorities.

4.1.5.2 Develop Initial Recommendations: Develop an outline/report summarizing key findings and initial recommendations for integrating the agency's strategy into its organizational structure.

4.1.5.3 Present and Refine: Present findings to the Executive Director and HR for feedback and input. Subsequently, present the refined recommendations to the entire Executive Management team.

4.1.5.4 Support Organizational Change: Develop and deliver specialized leadership training to support the implementation of organizational changes. Develop and implement communication strategies to effectively inform and engage employees throughout the change process.

4.2 The Contractor shall:

4.2.1 Assign a Contractor Account Representative to work directly with the Contracting Agency Representative.

4.2.2 Ensure all Contractor personnel have visible identification at all times. Contractor identification badges as well as personal identification of the individual employee may be required and clearly visible while on state property.

4.2.3 The state facilities are non-smoking; the Contractor and its personnel must adhere to this requirement. The use of tobacco products is prohibited.

- 4.2.4** It is illegal to have in one's possession any illegal drug or alcoholic beverage while on state property.
- 4.2.5** The Contractor's employees should refrain from using foul, abusive, or profane language on state property.
- 4.2.6** Contractors are required to sign-in and sign-out at most state facilities. Security provisions for all state facilities must be strictly observed.
- 4.2.7** Abide by all State and/or agency policies, procedures, ordinances, and/or laws pertaining to the Contracting Agency's operation at all times. Deviations from these policies by the Contractor or its personnel will not be tolerated and will be considered grounds for contract termination.
- 4.2.8** Perform all services provided in the contract between the bidder/Vendor and the Contracting Agency in accordance with customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agents. The Contractor shall be responsible for the complete performance of all work; for the methods, means, and equipment used; and for furnishing all materials, tools, apparatus, and property of every description used in connection therewith. No statement within this IFB shall negate compliance with any applicable governing regulation. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail, and that only first quality materials and workmanship are to be used.

Section 5 - Basis for Award

5.1 All bids will be reviewed first to determine whether a vendor is responsive, responsible, and/or acceptable. Requirements are not assigned a point percentage and/or score but are instead simply recorded as PASS or FAIL. Bids with errors that do not alter the substance of the bid can be accepted, and the Agency Chief Procurement Officer may allow the bidder to correct the problem prior to review as long as the irregularities are insignificant mistakes that can be waived or corrected without prejudice to other bidders.

5.2 Minor Informalities and Irregularities. The agency has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any bidder. If insufficient information is submitted by a bidder with the bid for the agency to properly evaluate the bid/offer, the Agency has the right to require such additional information as it may deem necessary after the submission

deadline (the time and date set for receipt of bids), provided that the information requested does not create an unfair advantage for any bidder

- 5.3** All bids which are determined to be responsive, responsible, and/or acceptable will continue to the price bid or cost evaluation. The lowest cost bid will receive the maximum 100 points allocated to cost. The point allocations for cost on the other bids will be evaluated according to the following formula: Price of the lowest responsive and responsible bid divided by the price of the responsive and responsible bid being rated times the maximum 100 points allocated for cost equal the awarded points.
- 5.4** The agency intends to award one contract to provide the services described in this IFB to the lowest responsible and responsive bidder.

Section 6 – Minimum Bidder Qualifications

The vendor must have:

- 6.1 Prior Experience:** Contractor must have been in business and provided services similar in requirements and scale to those described in this IFB for a minimum of 3 years and must possess strong analytical and critical thinking skills to assess structures, processes, and performance effectively. Exceptional communication and interpersonal abilities are essential to engage stakeholders and present findings clearly. Expertise in leadership training, project management, and change management ensures alignment with organizational goals and smooth transitions during improvements.
- 6.2 Required Certification, Accreditation, and/or Licenses:** Contractor must possess certification(s) as deemed appropriate by ITS in the areas of organizational structure and leadership training. Certifications and certifying entity details must be included in bid.
- 6.3 References:** A minimum score of six (6) on the Reference Score Sheet (Attachment D) from reference interviews by agency staff with two (2) bidder references (Attachment C) (for a total minimum scoring requirement of twelve (12) points), as well as all other requirements of this IFB.
- 6.4** The bidder may be required before the award of any contract to show to the complete satisfaction of the agency that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a history and references in order to satisfy the agency in regard to the bidder's qualifications. The agency may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the agency all information for this purpose that may be requested. The agency reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the agency that the bidder is properly qualified to carry out the obligations of

the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

1. the ability, capacity, skill, and financial resources to perform the work or provide the service required;
2. the ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference;
3. the character, integrity, reputation, judgment, experience, and efficiency of the bidder; and,
4. the quality of performance of previous contracts or services.

Section 7 – Duration

The estimated period of performance of any contract resulting from this IFB is tentatively scheduled to begin on or about March 5, 2025, and to end on or about September 30, 2025. The agency reserves the right to renew the contract for up to 6 additional months at the sole discretion of the Agency.

Section 8 – Bid Submission Requirements

8.1 Submission Format

8.1.1 Bid Cover Sheet (Attachment A)

8.1.2 Bid Form (Attachment B) - all pricing must be submitted on the bid form. Failure to complete and/or sign the bid form may result in bidder being determined nonresponsive.

8.1.3 References (Attachment C) - each bidder must furnish a listing of **at least** three (3) trade references along with the contact person, address, and phone number for each. These references must be familiar with the bidder's abilities in the areas involved with this solicitation. Agency staff will use these references to determine the bidder's ability to perform the services. It is the responsibility of the bidder to ensure that the reference contact information is correct and current. Agency staff will not track down references. Bidders should verify before submitting their bid that the contact person and phone number are correct for each reference. **Agency staff must be able to reach two (2) references for a bidder within two (2) business days of bid opening to be considered responsive. Further, the bidder must score a minimum of six (6) points on each Reference Score Sheet which will be used by the agency staff when interviewing the two (2) references (for a total minimum scoring requirement of twelve (12) points) to be considered responsive and/or responsible.** (See Section 6.5 and Attachments C and D.) Only bidders who are found responsive and/or responsible will have their bids considered. Bidder may submit as many references as desired. Agency staff will begin contacting references

at the top of the list and will continue down the list until they have completed Reference Score Sheets for two (2) references. After two (2) score sheets are completed, the reference check process will end.

8.2 Submission Requirements

- 8.2.1** The Bidder is required to submit one response of the complete bid, including all Attachments, on a USB flash drive or via email at lori.adams@its.ms.gov. Bidder's documents must be in Microsoft Office 2016 or higher format and/or PDF format, as appropriate. If PDF format is submitted, the file must be searchable.

Also, in addition to the complete unredacted version of the bid, the bidder shall also submit a copy of the bid with information the bidder deems confidential commercial and financial information and/or trade secrets in accordance with Miss. Code Ann. Sec 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1 redacted in black.

- 8.2.2** The sealed envelope/package or email shall be marked with the bid opening date and time, and the number of the invitation for bids 3:00 PM CST, February 14, 2025; IFB Number 3160007165. Bids are subject to rejection unless submitted with the information included on the outside the sealed bid envelope or package.

- 8.2.3** Sealed bids should be mailed or hand-delivered to and labeled as follows:

IFB Agency Alignment and Optimization Consulting Services
 IFB RFX Number 3160007165
 Opening Date: 3:00 PM CST, February 14, 2025
 Mississippi Department of Information Technology Services
 Attention: Lori Adams, Accounting Specialist
 3771 Eastwood Drive
 Jackson, Mississippi 39211
 SEALED BID – DO NOT OPEN

- 8.2.4** All bid packages must be received by the agency no later than 3:00 PM CST, February 14, 2025. Bids submitted via facsimile (fax) machine **will not** be accepted. All risk of late arrival due to unanticipated delay – whether delivered by hand, U.S. Postal Service, courier or other delivery service or method – is entirely on the vendor. All vendors are urged to take the possibility of delay into account when submitting a bid.
- 8.2.5** Timely submission of the bid package is the responsibility of the bidder. Bids received after the specified time will be rejected and maintained unopened in the procurement file. A bid received at the place designated in the solicitation for

receipt of bids after the exact time specified for receipt will not be considered unless it has been determined by the agency that the late receipt was due solely to mishandling by the agency after receipt at the specified address.

- 8.2.6** The time and date of receipt will be indicated on the sealed bid envelope/package or email by agency staff. The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that

office on the bid wrapper or other documentary evidence of receipt used by that office.

- 8.2.7** Each page of the bid form and all attachments shall be identified with the name of the bidder.
- 8.2.8** Failure to submit a bid on the bid form provided will be considered cause for rejection of the bid. **Modifications or additions to any portion of the bid document may be cause for rejection of the bid.** The agency reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive.
- 8.2.9** Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the IFB Exception(s) form, **Attachment G**. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part. The bid must contain a high degree of acceptance of contract terms and conditions listed in **Attachment E and F** of this IFB.
- 8.2.10** A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The agency reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the agency of non-responsiveness based on the submission of nonconforming terms and conditions.
- 8.2.11** As a precondition to bid acceptance, the agency may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.
- 8.2.12** Any bidder claiming that its response contains information exempt from the Mississippi Public Records Act (Miss. Code Ann. §§ 25-61-1 *et seq.* and 79-23-1), shall segregate and mark the information as confidential and provide the specific statutory authority for the exemption.

Section 9 – Bidder Certification

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

Section 10 – Debarment

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.

Section 11 – Registration with Mississippi Secretary of State

By submitting a bid, the bidder certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by the agency that it has been selected for contract award.

Section 12 – Insurance, Bonds, or Other Sureties

12.1 Each successful bidder shall, at its own expense, obtain and maintain insurance, bond, or other surety which shall include the following types and coverage limits:

12.1.1 Comprehensive General Liability or Professional Liability insurance, with minimum limits of \$500,000.00 per occurrence.

12.2 Additionally:

12.2.1 In no event shall the requirement for an insurance, bond, or other surety be waived.

12.2.2 All insurances policies will list the State of Mississippi as an additional insured.

12.2.3 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

12.2.4 Contractor shall submit to Agency a certificate of insurance and/or bond which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance may be cause for your bid to be declared non-responsive or for your contract to be cancelled.

12.2.5 Contractor shall obtain at Contractor's expense the insurance and/or bond requirements specified in the procurement and contract prior to performing under this Contract, and Contractor shall maintain the required insurance and/or

bond coverage throughout the duration of this Contract and all warranty periods. There are no provisions for exceptions to this requirement.

- 12.2.6** Contractor shall not commence work under this contract until it obtains all insurance and/or bond required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. After work commences, the Contractor will keep in force all required insurance and/or bond until the contract is terminated or expires.
- 12.2.7** Contractor shall submit renewal certificates as appropriate during the term of the contract.
- 12.2.8** Contractor shall instruct the insurers to provide the Agency advance notice of any insurance cancellation.
- 12.2.9** Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance and/or bond coverage(s), that written notice will be delivered to the Agency Chief Procurement Officer.
- 12.2.10** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance and/or bond coverage(s) to Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Agency.

Section 13 – Bid Opening

Bid opening will be on Friday, February 14, 2025 at 3:00 pm CST.

Section 14 – Award Notification

Award(s) for this procurement will be posted on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency website at <http://its.ms.gov>. Bidders will be notified via e-mail of the awards.

Section 15 – Procurement Methodology

15.1 Restrictions on Communications with Agency and Agency Staff

At no time shall any bidder or its personnel contact, or attempt to contact, any agency staff regarding this IFB except the contact person as set forth and in the manner prescribed in Section 3.

15.2 Bidder Investigations

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the agency upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

15.3 Expenses Incurred in the Procurement Process

All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

15.4 Independent Price Determination

By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid. The prices quoted shall be inclusive of, but not limited to the following: all required labor and supervision; all required equipment/material; all required insurance, bond, or other surety; all required overhead; all required profit; all required vehicles; all required fuel and mileage; all required training; all required business and professional licenses, certifications, fees, or permits; and, any and all other costs]. All pricing should include all associated costs with no additional or hidden fees.

15.5 Rejection of Bids

A bid response that includes terms and conditions that do not conform to the terms and

conditions in the IFB document is subject to rejection as non-responsive. Further, submission of a bid form that is not complete and/or signed is subject to rejection as non-responsive. The agency reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the agency staff of non-responsiveness based on the submission of nonconforming terms and conditions. Furthermore, if a bidder's price is substantially higher than those of other bidders, meaning those in excess of a twenty-five percent (25%) differential, the bidder's price will be deemed non-responsive.

15.6 Withdrawal of Bids

If the price bid is substantially lower than those of other bidders, a mistake may have been made. A bidder may withdraw its bid from consideration if certain conditions are met:

- (1) The bid is submitted in good faith;
- (2) The price bid is substantially lower than those of other bidders because of a mistake;
- (3) The mistake is a clerical error, not an error of judgment; and,
- (4) Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to the agency of claim of right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to the agency all original work papers, documents, and other materials used in the preparation of the bid.

A bidder may also withdraw a bid, prior to the time set for the opening of bids, by simply making a request in writing to the agency. No explanation is required.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded, or otherwise benefit from the contract.

No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted.

15.7 Reconsiderations

Vendors who would like to request reconsideration of the terms of the solicitation should reference PPRB OPSCR Rules and Regulations Rule 5.2.4. Also, ITS may cancel the solicitation or reject any bid submitted if ITS determines it is in the agency's best interest to do so.

Section 16 – Required Contract Terms and Conditions

Any contract entered into with the Contracting Agency pursuant to this IFB shall have the required clauses found in Attachment E and those required by the *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB. The agency discourages exceptions from these required clauses. Such exceptions may cause a bid to be rejected as non-responsive. Bids which condition the bid based upon the State accepting other terms and conditions not found in the IFB, or which take exception to the State's terms and conditions, may be found non-responsive, and no further consideration of the bid will be given.

Section 17 – Optional Contract Terms and Conditions

Any contract entered into with the Contracting Agency pursuant this IFB may have, at the discretion of the Contracting Agency, the optional clauses found in Attachment F and those within the *PPRB OPSCR Rules and Regulations* as updated and replaced by PPRB. The agency discourages exceptions from these optional clauses. Such exceptions may cause a bid to be rejected as non-responsive. Bids which condition the bid based upon the State accepting other terms and conditions not found in the IFB, or which take exception to the State's terms and conditions, may be found non-responsive, and no further consideration of the bid will be given.

Section 18 – Agency Website

This IFB, questions and answers concerning this IFB, and the Notice of Intent To Award will be posted on the agency website at <http://www.its.ms.gov> and on the Mississippi Contract/Procurement Opportunity Search Portal website.

Section 19 – Attachments

The attachments to this IFB are made a part of this IFB as if copied herein in words and figures.

Attachment A

BID COVER SHEET

Bids are to be submitted via email at lori.adams@its.ms.gov, U.S. mail, postage prepaid or by personal delivery as listed below, on or before 3:00 PM CST, February 14, 2025.

PLEASE MARK YOUR ENVELOPE:

IFB Agency Alignment and Optimization Consulting Services
IFB RFx Number 3160007165
Opening Date: 3:00 PM CST, February 14, 2025
Mississippi Department of Information Technology Services
Attention: Lori Adams, Accounting Specialist
3771 Eastwood Drive
Jackson, Mississippi 39211
SEALED BID – DO NOT OPEN

Name of Company: InMotion Consulting & Coaching

Quoted By: Deirdre M. Danahar, MSW, MPH, LCSW, PCC

Signature: 

Address: 4410 Brook Drive

City/State/Zip: Jackson, MS 39206

Telephone: (601) 362-8288 (Office); (309) 536-0397 (Mobile)

Fax Number: N/A

E-Mail Address: deirdre@inmotioncc.com

Name and phone number of Company Representative to be contacted by Agencies seeking to contract for services pursuant to this IFB: Deirdre Danahar (601) 362-8288 or (309) 536-0397

In addition to providing the above contact information, please answer the following questions regarding your company:

What year was your company started? June 2010.

How many years has the firm been in business of performing the services called for in this IFB? 15

years.

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation. Physical location: 4410 Brook Dr. Jackson MS 39206; Mailing address: PO Box 4183, Jackson MS 39206. Incorporated in Mississippi.

If your company is not physically located within the vicinity, how will you supply Consulting Services to the agency? N/A

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms. No. InMotion Consulting & Coaching is not currently for sale, involved in any transaction to expand or to become acquired by another business entity.

Is your company licensed and/or certified to provide Consulting Services as required by any and all applicable Federal and State law(s)? Yes.

List all licenses or permits your company possesses that are applicable to performing the services required in this IFB. InMotion Consulting & Coaching is registered with the Mississippi Secretary of State (Business ID 9677691) and maintains a business license in Jackson (MS BL-35258). We are fully insured by CPH Insurance, a Philadelphia Indemnity Insurance Company (Policy #E65782); State of Mississippi is listed as an insured party. All licenses, permits and insurance will be renewed annually.

For how many customers has your company provided Consulting Services in the past two years? Nine.

What is the largest customer your company has provided Consulting Services for in the past two years? Mississippi Department of Human Services

Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff. Deirdre Danahar and Charles Sampson, principals of InMotion Consulting & Coaching, have worked extensively with executive leadership in both the public and private sectors to assess organizational effectiveness and facilitate implementation of strategic initiatives that include, but not limited to, change management, succession planning, leadership development, employee engagement and retention. Representative Engagements (see Attachment C, References) include:

Hunter Engineering, St. Louis, MO

Provided Executive Coaching for selected senior leaders to support this \$280 million, 1,300+ employee automotive services manufacturer's leadership development initiatives. November 2021 – July 2023; September – November 2024.

Conducted a comprehensive supervisor needs assessment through individual interviews, focus groups, and corporate engagement survey data at the Raymond, Durant, and Canton facilities. Designed and piloted the Hunter Engineering Leadership Academy (HELA) Supervisory Skills Training Program to support strategic operational and employee engagement initiatives. Transitioned program delivery and instruction to fulfill corporate implementation. December 2022 – August 2023 and May 2024.

Conducted interviews with senior leadership and line supervisors at the Raymond, Canton, and Durant locations to assess efficiency and effectiveness of local interview practices and alignment with corporate Human Resource initiatives. Designed and piloted an Interviewing Skills Training Program to support corporate HR initiatives for improved hiring efficiencies, employee retention and development. Transitioned program delivery and instruction to fulfill corporate implementation. May – September 2024.

Wayne-Sanderson (formerly Sanderson Farms), Laurel, MS

Provided Executive Coaching for selected senior leaders to support corporate leadership development initiatives. Provide ongoing support for selected senior Organizational Development and Training staff as this \$8.51 billion, 25,000+ poultry producer continues to manage change, and the corresponding transitions brought on by the Wayne Farms acquisition. February 2021 – February 2022.

Conducted departmental interviews with senior leadership and staff in the Sanderson Farms Training and Organizational Development Department as the company prepared for its acquisition by Wayne Farms. Designed and facilitated a two-day, Enneagram-based offsite retreat with the department to support collaboration and operating efficiencies within and between the Training and Organizational Development Departments. June – November 2021.

Mississippi Department of Human Services, Jackson, MS

Provided Executive Coaching for selected senior leaders to support leadership development initiatives for this \$83 million, between 1,001- 5,000 employees (per the MDHS website) state agency. April 2021 to September 2021, October 2024 to present.

Conducted interviews with all senior agency leadership team members to assess the clarity and alignment of team members' roles and responsibilities, the effectiveness of current processes, communication, patterns of interaction and the results these produce, the Senior leadership team climate and its suitability for creating a high-performance culture. Prepared a report summarizing key findings and recommendations regarding senior leadership team structure, communication effectiveness, and work climate favorability. Presented initial findings to the Executive Director for feedback and input, then refined recommendations and briefed

the entire senior leadership team. May 2024 to November 2024.

Else School of Management Millsaps College, Jackson, MS

Design and conduct the Advanced Applied Leadership Program, a 7-month, cohort-based leadership development program for this AACSB accredited business school and its Center for Executive Education. The program includes administration and debrief of the Leadership Circle Profile 360, a comprehensive multi-rater assessment of leadership competencies and reactive tendencies, for each candidate with additional support provided through executive coaching. Past participants have included leaders from Sanderson Farms (now Wayne-Sanderson), Mississippi Department of Human Services, Mississippi Department of Health, Mississippi Child Protective Services, Mississippi Museum of Art, Farm Bureau Casualty Insurance Company, State Farm Life Insurance Company, and Yates Industries. January 2018 to present.

Designed and conduct the executive coaching component of the accredited Executive Master of Business Administration (EMBA) Program. July 2016 to present.

Provide consultation to the Dean, Associate Dean, Executive Education Director and Executive Education Associate Director on organizational culture, strategy, and change management. Provide consultation on development of a strategic plan for the Center for Executive Education in conjunction with strategic initiatives being guided by a new President, a new Provost, and senior leadership. January 2018 to present.

Provide Executive Coaching for selected senior leadership to support leadership development initiatives. May 2023 - present.

Biography information

Deirdre Danahar MSW, MPH, LCSW, PCC

Deirdre Danahar is the president and a principle of InMotion Consulting & Coaching, a women owned business providing leadership and executive coaching and organizational development consulting. Organizational clients include AIS HealthCare, CF Industries, Continental Tire, C Spire, Hunter Engineering, Iowa Department Health and Human Services, Jackson Municipal Airport Authority, Mississippi Museum of Art, Mississippi Medical Center IT Department, Mississippi State Department of Health and the Mississippi Department of Human Services, Phi Theta Kappa. She is faculty for the Millsaps College Else School of Management Center for Executive Education. In 2016, Deirdre designed and launched the coaching program for the Millsaps College Executive MBA program, the first Executive MBA Program in the area to provide executive coaching. In 2018 she co-designed and continues to co-lead the Advanced Applied Leadership Program at Millsaps College. She is also a principal of Charles E. Samson & Associates.

She has a B.A. in psychology from the University of Massachusetts, Amherst, as well as, both a M.S.W. and M.P.H. from Tulane University. Deirdre is a Licensed Clinical Social Worker (since 1996) and holds the Professional Certified Coach (PCC) credential from the International Coaching Federation (ICF). She has maintained a ICF credential since 2010. In 2020, she became a Certified Practitioner of the Leadership Circle Profile (LCP) 360, and Collective Leadership Profile, multi-rater assessments for use in executive coaching, leadership and organization development. In 2014 she became a certified practitioner of the Social + Emotional Intelligence Profile®(2014). She is a Certified Mentor Coach (2021). In 2019- 2022 she completed three courses of study on Adult Development with Chris Wahl, MA Ed, MCC, and Barbara Braham, PhD, MCC, and in 2020 completed postgraduate studies in business at the Else School of Management, Millsaps College.

Chuck Sampson, MBA

Charles (Chuck) Sampson is President of Charles E. Sampson & Associates, a Jackson, Mississippi-based organization and human capital development practice. He is also a principal of InMotion Consulting & Coaching. Since 1987, Chuck has consulted in the areas of leadership development, organizational effectiveness, and strategic management to clients in science, technology, manufacturing, professional services, healthcare, education, government, and religious services worldwide. He earned a Bachelor of Arts in American Studies from St. Olaf College and a Master of Business Administration from the Else School of Management at Millsaps College where he later served as Assistant Dean and continues to serve as a faculty member in both its Executive MBA and Executive Education programs; in this capacity he provides executive coaching to emerging leaders in the Advanced Applied Leadership Program, which he co-designed and co-leads for the Else School.

He has completed post-graduate study at the Program on Negotiation at Harvard Law School, the NTL Institute for Applied Behavioral Science, the American Management Association, the Center for Family Process in Bethesda, Maryland, and the University of Florida's Center for the Application of Psychological Type. In 2013, he attained certification as a spiritual director following completion of a two-year course of study in spiritual direction at the Center for Ministry at Millsaps. In 2018 he completed a year-long advanced course of study on the Enneagram personality types in Dallas, Texas under the direction of master Enneagram teacher and author Suzanne Stabile. In 2021, he became a Certified Practitioner of the Leadership Circle Profile (LCP) 360, a multi-rater assessment for use in executive coaching, leadership and organization development.

Attachment B**BID FORM**

Company	Contact Person	Telephone Number
InMotion Consulting & Coaching	Deirdre Danahar	(601) 362-8288 (o) (309) 536-0397 (m)

The pricing quoted shall be inclusive of, but not limited to the following:

1. All required equipment/material;
2. All required insurance, bond, or other surety;
3. All required overhead;
4. All required profit;
5. All required vehicles;
6. All required fuel and mileage;
7. All required labor and supervision;
8. All required business and professional certifications, licenses, permits, or fees; and,
9. Any and all other costs.

All pricing for Consulting Services should include all associated costs for the items with no additional or hidden fees.

Deliverable Description	Cost
Meet with Key Stakeholders: Conduct meetings with Executive Management Team Members, HR personnel, and the Chief Administrative Officer (CAO) to gain a thorough understanding of current work processes, organizational structure, and strategic priorities (4.1.5.1)	\$14,790.00
Develop Initial Recommendations: Develop an outline/report summarizing key findings and initial recommendations for integrating the agency's strategy into its organizational structure. (4.1.5.2)	\$14,764.00
Present and Refine: Present findings to the Executive Director and HR for feedback and input. Subsequently, present the refined recommendations to the entire Executive Management team. (4.1.5.3)	\$14,764.00
Support Organizational Change: Develop and deliver specialized leadership training to support the implementation of organizational changes. Develop and implement communication strategies to effectively inform and engage employees throughout the change process. (4.1.5.4)	\$66,861.00
Professional Services Total Cost:	\$111,180.00

By signing below, the company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

1. That he/she has thoroughly read and understands the Invitation for Bids and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and Attachments thereto;
3. That the company agrees to all provisions of the Invitation for Bids and Attachments thereto including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this IFB (Attachments E and F);
4. That the company will perform the services required at the prices quoted above;
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date;
6. The Contractor represents that its workers are licensed, certified and possess the requisite credentials to Consulting Services; and,
7. **NON-DEBARMENT:** By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.
8. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder or competitor for the purpose of restricting competition.
9. **OFFEROR'S REPRESENTATION REGARDING CONTINGENT FEES:** By responding to this solicitation, the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation, a full and complete explanation shall be submitted in writing [with the offeror's response.
10. **REPRESENTATION REGARDING CONTINGENT FEES:** Contractor represents that it *has not* retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Contractor's bid.

11. **REPRESENTATION REGARDING GRATUITIES:** Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Agency a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of [Agency] has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by offeror. Offeror further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
12. **PROPERTY RIGHTS.** Property rights do not inure to any bidder until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The Agency is under no obligation to award a contract and may terminate a legally executed contract at any time.
13. **BIDDER ACKNOWLEDGEMENT:** Bidders shall acknowledge which of the following statements is applicable regarding release of its bid document as a public record. A bidder may be deemed non-responsive if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:

☐ Along with a complete copy of its bid, bidder has submitted a second copy of the bid document in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations if the [Agency] or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that [Agency] may release the redacted copy of the bid document at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.

☒ Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by the [Agency] at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A bidder who selects this option but submits a redacted copy of its bid may be deemed non-responsive.

Company Name: InMotion Consulting & Coaching

Printed Name of Representative: Deirdre Danahar

Date: February 13, 2025

Signature: _____

Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

Attachment C**REFERENCES**

Bidder may submit as many references as desired by submitting as many additional copies of Attachment C, References, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, bidders are encouraged to submit additional references to ensure that at least two references are available for interview. Agency staff must be able to contact two references within two (2) business days of bid opening to be considered responsive or no later than February 19, 2025.

REFERENCE 1

Name of Company: Hunter Engineering
Dates of Service: November 2012 to September 2024
Contact Person: Donna Harvey, HR Director, Durant Operations
Address: 33814 Hunter Blvd.
City/State/Zip: Durant, MS 39063
Telephone Number: (314) 71-0696
Cell Number: (662) 572-7384 preferred contact number
E-mail: dharvey@hunter.com
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 2

Name of Company: Wayne-Sanderson Farms
Dates of Service: July 2021 to February 2022
Contact Person: Romika Wells, Sr. Director of Learning and Development
Address: 127 Flint Rd.
City/State/Zip: Laurel, MS 39443
Telephone Number: (601) 651-6881
Cell Number: (601) 466-1535
E-mail: Romika.Wells@wanyesanderson.com
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 3

Name of Company: Mississippi Department of Human Services

Dates of Service: February 2021 to present

Contact Person: Robert "Bob" Anderson, Executive Director

Address: 200 South Lamar St

City/State/Zip: Jackson, MS 39201

Telephone Number: (601) 359-4843 (main office)

Cell Number: (601) 605-2529

E-mail: Bob.Anderson@mdhs.ms.gov

Alternative Contact Person (optional): Sandra Griffith, Deputy Executive Director

Telephone Number: 601-359-4500

Cell Number: _____

E-mail: Sandra.Griffith@mdhs.ms.gov

REFERENCE 4

Name of Company: Else School of Management, Millsaps College

Dates of Service: June 2016 to present

Contact Person: Harvey Fiser, Dean

Address: Murrah Hall, Office 100 1701 North State St.

City/State/Zip: Jackson, MS 39206

Telephone Number: _____

Cell Number: (601) 842-9991

E-mail: fiserhl@millsaps.edu

Alternative Contact Person (optional): Steve Pickering, Director, Executive Education

Telephone Number: _____

Cell Number: (601) 715-9852

E-mail: pickesw@millsaps.edu

REFERENCE 5

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Attachment D**References Score Sheet****IFB 3160007165****IFB Agency Alignment and Optimization Consulting Services****TO BE COMPLETED BY AGENCY STAFF ONLY****Company Name:** _____**Reference Name:** _____**Person Contacted, Title/Position:** _____**Date/Time Contacted:** _____**Service From/To Dates:** _____

Able to provide Consulting Services when you called?	Yes	No
Satisfied with the Consulting Services provided? If no, please explain.	Yes	No
Vendor easy to work with in scheduling Consulting Services?	Yes	No
Was the Consulting Services completed on time and within budget?	Yes	No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here ____.)	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend them?	Yes	No

Bidder must have a minimum of 6 “yes” answers on the questions above from two references (total of 12 “yes” answers) to be considered responsible and for its bid to be considered.

Score: Pass/Fail

Do you have any business, professional or personal interest in the vendor’s organization? If yes, please explain.	Yes	No
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A “yes” to the above question may result in an automatic disqualification of the provided reference; therefore, resulting in a score of zero as responses to previous questions become null and void.

Notes: _____

Called by: _____

Signature

Title

Date

Attachment E

REQUIRED CLAUSES FOR SERVICE CONTRACTS RESULTING FROM THIS IFB

1. Applicable Law: The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.
2. Approval: It is understood that if this contract requires approval by the Public Procurement Review Board ("PPRB") and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review ("OPSCR") and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
3. Availability of Funds: It is expressly understood and agreed that the obligation of the Department of Information Technology Services, (ITS), to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of appropriated state funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, the ITS shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to ITS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
4. Compliance with Equal Opportunity in Employment Policy : Contractor understands that ITS is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.
5. Compliance with Laws: Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
6. Contract Rights: Contract Rights Contract rights do not vest in any party until a contract is legally executed. ITS is under no obligation to award a contract following issuance of this solicitation.
7. E-Payment: Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. ITS agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*.

8. E-Verification: If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the Agency subject to approval by any agencies of the United State Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this clause may subject Contractor to the following:
- termination of this contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Services Rules and Regulations*;
 - 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; or,
 - both.

In the event of such termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

9. Insurance, Bond, or Other Surety: Contractor represents that it will, at its own expense, obtain and maintain insurance, bond, or other surety which shall include at a minimum, the following types and coverage limits:
- Comprehensive General Liability or Professional Liability** insurance, with minimum limits of \$[500,000.00] per occurrence.

(Subcontractor) The Contractor is responsible for ensuring that any subcontractors provide adequate insurance and/or bond coverage for the activities arising out of subcontracts.

Additionally:

- In no event shall the requirement for an insurance, bond, or other surety be waived.
- All insurances policies will list the State of Mississippi as an additional insured.
- All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- Contractor shall submit to Agency a certificate of insurance and/or bond which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance may be cause for your bid to be declared non-responsive or for your contract to be cancelled.
- Contractor shall obtain at Contractor's expense the insurance and/or bond requirements specified in the procurement and contract prior to performing under this Contract, and Contractor shall maintain the required insurance and/or bond coverage throughout the

duration of this Contract and all warranty periods. There are no provisions for exceptions to this requirement.

- Contractor shall not commence work under this contract until it obtains all insurance and/or bond required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. After work commences, the Contractor will keep in force all required insurance and/or bond until the contract is terminated or expires.
- Contractor shall submit renewal certificates as appropriate during the term of the contract.
- Contractor shall instruct the insurers to provide the Agency advance notice of any insurance cancellation.
- Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance and/or bond coverage(s), that written notice will be delivered to the Agency Chief Procurement Officer.
- There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance and/or bond coverage(s) to Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Agency.

10. Paymode: Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State and deposited into the bank account of Contractor's choice. The Agency may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
11. Procurement Regulations: This solicitation and the contract shall be governed by the applicable provisions of the *PPRB OPSCR Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any bidder responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.
12. Property Rights. Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the Agency may terminate this contract at any time for its own convenience
13. Representation Regarding Contingent Fees: By executing the contract, the Contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the Contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to the Agency prior to contract execution.

14. Representation Regarding Gratuities: Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Agency a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of Agency has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by Contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
15. Stop Work Order. The Agency may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the Agency. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the Agency. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the Agency has terminated that part of the agreement or terminated the agreement in its entirety. The Agency is not liable for payment for services which were not rendered due to the stop work order.
16. Termination for Convenience. The Agency may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The Agency shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
17. Termination for Default. If the Agency gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the Agency may terminate the contract for default and the Contractor will be liable for the additional cost to the Agency to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.
18. Required Public Records and Transparency: Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25- 61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall

be available for at the Agency for examination, inspection, or reproduction by the public. The Contractor acknowledges and agrees that the Agency and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

19. No Limitation of Liability: Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

Attachment F

OPTIONAL CLAUSES FOR USE IN SERVICE CONTRACTS RESULTING FROM THIS IFB

Anti-assignment/Subcontracting: Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

1. Antitrust: By entering into a contract, Contractor conveys, sells, assigns, and transfers to the Agency all rights, titles, and interest it may now have, or hereafter acquire, under the antitrust laws of the United States and the State that relate to the particular goods or services purchased or acquired by the Agency under said contract.
2. Attorney's Fees and Expenses: Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.
3. Authority to Contract: Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) 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, (d) 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.
4. Change in Scope of Work: The Agency may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the

contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Agency and Contractor.

If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify the Agency in writing of this belief. If the Agency believes that the particular work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

5. Claims Based on a Procurement Officer's Actions or Omissions:

a. *Notice of Claim.* If any action or omission on the part of a Chief Procurement Officer or designee of such officer requiring performance changes within the scope of the contract constitutes the basis for a claim by Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- i. Contractor shall have given written notice to the Chief Procurement Officer or designee of such officer:
 - (1) prior to the commencement of the work involved, if at that time Contractor knows of the occurrence of such action or omission;
 - (2) within 30 days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work; or,
 - (3) within such further time as may be allowed by the Chief Procurement Officer in writing.

This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The Chief Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Chief Procurement Officer or designee of such officer;

- ii. The notice required by subparagraph (a) of this paragraph describes, as clearly as practicable at the time, the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and,
 - iii. Contractor maintains and, upon request, makes available to the Chief Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.
- b. *Limitation of Clause.* Nothing contained herein shall excuse Contractor from compliance with any rules of law precluding state officers and Contractors from acting in collusion or

bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

- c. *Adjustment of Price.* Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

- 6. Information Designated by Contractor as Confidential: Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the Agency shall result in the immediate termination of this agreement.

- 7. Confidentiality: Notwithstanding any provision to the contrary contained herein, it is recognized that Agency is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to Agency pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, Agency shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The Agency shall not be liable to the Contractor for disclosure of information required by court order or required by law.
- 8. Contractor Personnel: The Agency shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the Agency reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the Agency in a timely manner and at no additional cost to the Agency. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
- 9. Copyrights: Contractor agrees that Agency shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement. Further, Contractor hereby grants to Agency a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

10. Debarment and Suspension: Contractor certifies to the best of its knowledge and belief, that it:
- a. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
 - b. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it 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;
 - c. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - d. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (b) and (c) of this certification; and,
 - e. has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
11. Disclosure of Confidential Information: In the event that either party to this agreement 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 confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*
12. Exceptions to Confidential Information: Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:
- a. is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
 - b. is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
 - c. is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
 - d. is independently developed by the recipient without any reliance on confidential information;
 - e. is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
 - f. is disclosed with the disclosing party's prior written consent.

13. Errors in Extension: If the unit price and the extension price are at variance, the unit price shall prevail.
14. Failure to Deliver: In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Agency, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Agency may have.
15. Failure to Enforce: Failure by the Agency at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Agency to enforce any provision at any time in accordance with its terms.
16. Final Payment: Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the Agency a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State's claims against Contractor under this contract.
17. Force Majeure: Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
18. HIPAA Compliance: Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
19. Indemnification: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from

and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

20. Independent Contractor Status: Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the agency, and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Agency shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.
21. Infringement Indemnification: Contractor warrants that the materials and deliverables provided to the customer under this agreement, and their use by the customer, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the customer the right to continue using such items. Should Contractor fail to obtain for the customer the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense. In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the customer to discontinue using such items, in which case Contractor will refund to the customer the fees previously paid by the customer for the items the customer may no longer use, and shall compensate the customer for the lost value of the infringing part to the phase

in which it was used, up to and including the contract price for said phase. Said refund shall be paid within ten (10) working days of notice to the customer to discontinue said use.

Scope of Indemnification: Provided that the State promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, at its own expense, the State against, and pay all costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

22. Integrated Agreement/Merger: This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Contractor on the basis of draftsmanship or preparation hereof.

23. Liquidated Damages:

4-101.05 of the *PPRB OPSCR Rules and Regulations*.) When Contractor is given notice of delay or nonperformance as specified in Paragraph (1) (Default) of the Termination for Default clause of this contract and fails to cure in the time specified, Contractor shall be liable for damages for delay in the amount of \$[500.00] per calendar day from date set for cure until either the State reasonably obtains similar services if Contractor is terminated for default, or until Contractor provides the services if Contractor is not terminated for default. To the extent that Contractor's delay or nonperformance is excused under Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default clause of this contract, liquidated damages shall not be due the State. Contractor remains liable for damages caused other than by delay.

OR

Modification or Renegotiation: This agreement may be modified only by written agreement signed by the parties hereto. 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.

24. Notices: All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Agency:	For Contractor:
[Name, Title]	Deirdre Danahar, Owner/Principal
[Agency Name]	InMotion Consulting & Coaching
[Address]	4410 Brook Drive
[City, State, Zip]	Jackson, MS 39206

25. Non-solicitation of Employees: Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.
26. Oral Statements: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Agency and agreed to by Contractor.
27. Ownership of Documents and Work Papers: Agency shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to Agency upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from Agency and subject to any copyright protections.
28. Patents and Royalties: Contractor covenants to save, defend, keep harmless, and indemnify the Agency and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost--including court costs and attorney's fees, charges, liability, and exposure, however caused--for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the Agency. If Contractor uses any design, device, or material covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.
29. Price Adjustment:
- a. *Price Adjustment Methods.* Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:
 - i. by agreement on a fixed price adjustment before commencement of the additional performance;
 - ii. by unit prices specified in the contract;
 - iii. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
 - iv. by the price escalation clause.

- b. *Submission of Cost or Pricing Data.* Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the *PPRB OPSCR Rules and Regulations*.
30. Priority: The contract consists of this agreement with exhibits, the IFB [] (hereinafter referred to as "IFB" and attached as Schedule []), and the bid dated [date] by [Contractor Name] (hereinafter referred to as "Bid" and attached as Schedule []). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement with exhibits and, if still unresolved, by reference to the IFB and, if still unresolved, by reference to the Bid. Omission of any term or obligation from this agreement or attached Schedules [] or [] shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
31. Quality Control: Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the Agency.
32. Record Retention and Access to Records: Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.
33. Recovery of Money: Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the Agency, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the Agency. The rights of the Agency are in addition and without prejudice to any other right the Agency may have to claim the amount of any loss or damage suffered by the Agency on account of the acts or omissions of Contractor.
34. (See Section 3-501.05.3 (Requirements Contracts) of the *PPRB OPSCR Rules and Regulations*.) Requirements Contract: During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the Agency shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current

expectations of the Agency for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the Agency is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the Agency may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

35. Right to Audit: Contractor shall maintain such financial records and other records as may be prescribed by the Agency or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the Agency, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.
36. Right to Inspect Facility: The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.
37. Severability: If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
38. State Property: Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.
39. Third Party Action Notification: Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.
40. Unsatisfactory Work. If, at any time during the contract term, the service performed or work done by Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

41. Variations in Estimated Quantities:

Variation in Quantity: Upon the agreement of the parties, the quantity of services specified in this contract may be increased by a maximum of ten percent provided:

- a. the unit prices will remain the same (except for any price adjustments otherwise applicable); and,
- b. the Chief Procurement Officer makes a written determination that such an increase will either be more economical than awarding another contract, or that it would not be practical to award another contract.

OR

- a. the minimum quantity, if any, the State is obligated to order and Contractor to provide;
- b. whether there is a quantity the State expects to order and how this quantity relates to any minimum and maximum quantities that may be ordered under the contract;
- c. any maximum quantity the State may order and Contractor must provide; and,
- d. whether the State is obligated to order its actual requirements under the contract, or in the case of a multiple award as defined in Section 3-503 (Multiple Source Contracting) of the *PPRB OPSCR Rules and Regulations*, that the State will order its actual requirements from Contractors under the multiple award subject to any minimum or maximum quantity stated.

42. Waiver: No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

Attachment G**IFB (RFx 3160007165) Exception(s)**

Bidder taking exception to any part or section of the solicitation shall indicate such exceptions on the table below. If no exceptions are taken, then the Bidder shall state in this section "No Exceptions Taken." Failure to indicate any exception will be interpreted as the Bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

Procurement Section and Page Number	Original Language	Requested Change/Exception	Agency Decision
1.			
2.			
3.			
4.			
5.			

No Exceptions Taken.

Attachment A

BID COVER SHEET

Bids are to be submitted via email at lori.adams@its.ms.gov, U.S. mail, postage prepaid or by personal delivery as listed below, on or before 3:00 PM CST, February 14, 2025.

PLEASE MARK YOUR ENVELOPE:

IFB Agency Alignment and Optimization Consulting Services
IFB RFx Number 3160007165
Opening Date: 3:00 PM CST, February 14, 2025
Mississippi Department of Information Technology Services
Attention: Lori Adams, Accounting Specialist
3771 Eastwood Drive
Jackson, Mississippi 39211
SEALED BID – DO NOT OPEN

Name of Company: MMC Consulting

Quoted By: Jennifer Hanks

Signature: *Jennifer Hanks*

Address: 4836 Main Street

City/State/Zip: Moss Point/MS/39563

Telephone: (202) 769 - 2993

Fax Number: N/A

E-Mail Address: jahanks@marshallmadisoncompanies.com

Name and phone number of Company Representative to be contacted by Agencies seeking to contract for services pursuant to this IFB: Jennifer Hanks Phone: (202) 769 - 2993

In addition to providing the above contact information, please answer the following questions regarding your company:

What year was your company started? 2017

How many years has the firm been in business of performing the services called for in this IFB?
8 Years

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation. _____

8201 Corporate Drive, Suite 120-D, Landover, MD 20785

If your company is not physically located within the vicinity, how will you supply Consulting Services to the agency? _____

We have an office in Moss Point, MS that our team uses throughout the year to support projects in the state.

We anticipate conducting much of the work remotely and will ensure our team is available to meet with the client in person as deemed necessary.

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms. _____

No

Is your company licensed and/or certified to provide Consulting Services as required by any and all applicable Federal and State law(s)? While a license is not required for this work, we are compliant with all Federal and State laws.

List all licenses or permits your company possesses that are applicable to performing the services required in this IFB. _____

N/A

For how many customers has your company provided Consulting Services in the past two years?

xxx

We have provided consulting services to seven (7) companies in the past two (2) years.

What is the largest customer your company has provided Consulting Services for in the past two years? The United States Agency for International Development (USAID) was our largest

xxx

customer that we supported for the past 6 years with over 10,000 employees.

Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff. _____

xxx MMC Consulting, in partnership with Gallup, offers expertise in organizational transformation, leadership development, and strategic alignment. Our team brings advanced degrees in business, organizational leadership, and public administration, along with industry certifications in project management, change management, and executive coaching. We specialize in organizational assessments, workforce optimization, and leadership training, leveraging Gallup's StrengthsFinder methodology to enhance individual and team performance. Our federal contracting experience includes supporting USAID, HUD, FEMA, and the Department of the Interior in acquisition support, program management, and human capital solutions. With a data-driven and people-centric approach, we develop strategic frameworks, optimize agency structures, and drive measurable improvements in engagement and efficiency.

Attachment B

BID FORM

Company	Contact Person	Telephone Number
MMC Consulting in partnership with Gallup	Jennifer Hanks	(202) 769 - 2993

The pricing quoted shall be inclusive of, but not limited to the following:

1. All required equipment/material;
2. All required insurance, bond, or other surety;
3. All required overhead;
4. All required profit;
5. All required vehicles;
6. All required fuel and mileage;
7. All required labor and supervision;
8. All required business and professional certifications, licenses, permits, or fees; and,
9. Any and all other costs.

All pricing for Consulting Services should include all associated costs for the items with no additional or hidden fees.

Deliverable Description	Cost
Meet with Key Stakeholders: Conduct meetings with Executive Management Team Members, HR personnel, and the Chief Administrative Officer (CAO) to gain a thorough understanding of current work processes, organizational structure, and strategic priorities (4.1.5.1)	\$29,500
Develop Initial Recommendations: Develop an outline/report summarizing key findings and initial recommendations for integrating the agency's strategy into its organizational structure. (4.1.5.2)	\$40,500
Present and Refine: Present findings to the Executive Director and HR for feedback and input. Subsequently, present the refined recommendations to the entire Executive Management team. (4.1.5.3)	\$25,000
Support Organizational Change: Develop and deliver specialized leadership training to support the implementation of organizational changes. Develop and implement communication strategies to effectively inform and engage employees throughout the change process. (4.1.5.4)	\$45,000
Professional Services Total Cost:	\$140,000

By signing below, the company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

1. That he/she has thoroughly read and understands the Invitation for Bids and Attachments thereto;
2. That the company meets all requirements and acknowledges all certifications contained in the Invitation for Bids and Attachments thereto;
3. That the company agrees to all provisions of the Invitation for Bids and Attachments thereto including, but not limited to, the Required and Optional Clauses to be included in any contract resulting from this IFB (Attachments E and F);
4. That the company will perform the services required at the prices quoted above;
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date;
6. The Contractor represents that its workers are licensed, certified and possess the requisite credentials to Consulting Services; and,
7. **NON-DEBARMENT:** By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Mississippi.
8. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submitting a bid, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other bidder or competitor for the purpose of restricting competition.
9. **OFFEROR'S REPRESENTATION REGARDING CONTINGENT FEES:** By responding to this solicitation, the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation, a full and complete explanation shall be submitted in writing [with the offeror's response.
10. **REPRESENTATION REGARDING CONTINGENT FEES:** Contractor represents that it *has not* retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except as disclosed in the Contractor's bid.

11. **REPRESENTATION REGARDING GRATUITIES:** Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Agency a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of [Agency] has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by offeror. Offeror further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
12. **PROPERTY RIGHTS.** Property rights do not inure to any bidder until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The Agency is under no obligation to award a contract and may terminate a legally executed contract at any time.
13. **BIDDER ACKNOWLEDGEMENT:** Bidders shall acknowledge which of the following statements is applicable regarding release of its bid document as a public record. A bidder may be deemed non-responsive if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:

☐ Along with a complete copy of its bid, bidder has submitted a second copy of the bid document in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations if the [Agency] or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that [Agency] may release the redacted copy of the bid document at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.

☒ Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by the [Agency] at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A bidder who selects this option but submits a redacted copy of its bid may be deemed non-responsive.

Company Name: MMC Consulting in partnership with Gallup

Printed Name of Representative: Jennifer Hanks

Date: 2/14/2025

Signature: *Jennifer Hanks*

Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

Attachment C

REFERENCES

Bidder may submit as many references as desired by submitting as many additional copies of Attachment C, References, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, bidders are encouraged to submit additional references to ensure that at least two references are available for interview. Agency staff must be able to contact two references within two (2) business days of bid opening to be considered responsive or no later than February 19, 2025.

REFERENCE 1

Name of Company: Federal Insurance Mitigation Administration (FEMA/FIMA)
Dates of Service: 12/19 - 3/20
Contact Person: Lester Ingol
Address: 500 C Street, SW
City/State/Zip: Washington, DC
Telephone Number: 202-557-9891
Cell Number: 260-999-7513
E-mail: lester.ingol@fema.dhs.gov
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 2

Name of Company: US Department of Housing and Urban Development (HUD)
Dates of Service: 9/24 - 9/25
Contact Person: Martha Bullock
Address: 451 Seventh Street, SW Room 5256
City/State/Zip: Washington, DC
Telephone Number: (202) 402-6573
Cell Number: _____
E-mail: Martha.E.Bullock@hud.gov
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 3 - USAID - Leadership Training

Name of Company: US Agency for International Development

Dates of Service: 10/19 - 1/25

Contact Person: Stephanie Fugate

Address: 500 D Street, SW

City/State/Zip: Washington, DC

Telephone Number: 703-618-7816

Cell Number: 571-373-9932

E-mail: sfugate@usaid.gov

Alternative Contact Person (optional): Telephone

Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 4 - MMC HR Director, Antisha Walley

Name of Company: City of Moss Point

Dates of Service: 10/14 - 01/17

Contact Person: Chuck Redmond

Address: 4320 McInnis Avenue

City/State/Zip: Moss Point/MS/39563

Telephone Number: 228-327-3878

Cell Number: 228-327-3878

E-mail: credmond30@yahoo.com

Alternative Contact Person (optional): Telephone

Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 5 - Gallup

Name of Company: Oregon Department of Transportation

Dates of Service: 6/23 - 6/27

Contact Person: Linda Milligan

Address: 355 Capitol Street, NE, MS11

City/State/Zip: Salem, OR 97301-3871

Telephone Number: _____

Cell Number: 971-283-1616

E-mail: linda.mulligan@odot.state.or.us

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Attachment E

REQUIRED CLAUSES FOR SERVICE CONTRACTS RESULTING FROM THIS IFB

1. Applicable Law: The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.
2. Approval: It is understood that if this contract requires approval by the Public Procurement Review Board ("PPRB") and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review ("OSPSCR") and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
3. Availability of Funds: It is expressly understood and agreed that the obligation of the Department of Information Technology Services, (ITS), to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of appropriated state funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, the ITS shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to ITS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
4. Compliance with Equal Opportunity in Employment Policy: Contractor understands that ITS is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.
5. Compliance with Laws: Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
6. Contract Rights: Contract Rights Contract rights do not vest in any party until a contract is legally executed. ITS is under no obligation to award a contract following issuance of this solicitation.
7. E-Payment: Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. ITS agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*.

8. E-Verification: If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the Agency subject to approval by any agencies of the United State Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this clause may subject Contractor to the following:
- termination of this contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Services Rules and Regulations*;
 - 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; or,
 - both.

In the event of such termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

9. Insurance, Bond, or Other Surety: Contractor represents that it will, at its own expense, obtain and maintain insurance, bond, or other surety which shall include at a minimum, the following types and coverage limits:
- Comprehensive General Liability or Professional Liability** insurance, with minimum limits of \$[500,000.00] per occurrence.

(Subcontractor) The Contractor is responsible for ensuring that any subcontractors provide adequate insurance and/or bond coverage for the activities arising out of subcontracts.

Additionally:

- In no event shall the requirement for an insurance, bond, or other surety be waived.
- All insurances policies will list the State of Mississippi as an additional insured.
- All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- Contractor shall submit to Agency a certificate of insurance and/or bond which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance may be cause for your bid to be declared non-responsive or for your contract to be cancelled.
- Contractor shall obtain at Contractor's expense the insurance and/or bond requirements specified in the procurement and contract prior to performing under this Contract, and Contractor shall maintain the required insurance and/or bond coverage throughout the

duration of this Contract and all warranty periods. There are no provisions for exceptions to this requirement.

- Contractor shall not commence work under this contract until it obtains all insurance and/or bond required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. After work commences, the Contractor will keep in force all required insurance and/or bond until the contract is terminated or expires.
- Contractor shall submit renewal certificates as appropriate during the term of the contract.
- Contractor shall instruct the insurers to provide the Agency advance notice of any insurance cancellation.
- Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance and/or bond coverage(s), that written notice will be delivered to the Agency Chief Procurement Officer.
- There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance and/or bond coverage(s) to Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Agency.

10. Paymode: Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State and deposited into the bank account of Contractor's choice. The Agency may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
11. Procurement Regulations: This solicitation and the contract shall be governed by the applicable provisions of the *PPRB OPSCR Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any bidder responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.
12. Property Rights. Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the Agency may terminate this contract at any time for its own convenience
13. Representation Regarding Contingent Fees: By executing the contract, the Contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the Contractor cannot make such a representation, a full and complete explanation shall be submitted in writing to the Agency prior to contract execution.

14. Representation Regarding Gratuities: Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Agency a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of Agency has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by Contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
15. Stop Work Order. The Agency may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the Agency. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the Agency. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the Agency has terminated that part of the agreement or terminated the agreement in its entirety. The Agency is not liable for payment for services which were not rendered due to the stop work order.
16. Termination for Convenience. The Agency may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The Agency shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
17. Termination for Default. If the Agency gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the Agency may terminate the contract for default and the Contractor will be liable for the additional cost to the Agency to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.
18. Required Public Records and Transparency: Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25- 61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall

be available for at the Agency for examination, inspection, or reproduction by the public. The Contractor acknowledges and agrees that the Agency and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

19. No Limitation of Liability: Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

Jennifer Hanks
Phone: (202) 769 - 2993



Attachment F

OPTIONAL CLAUSES FOR USE IN SERVICE CONTRACTS RESULTING FROM THIS IFB

Anti-assignment/Subcontracting: Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

1. Antitrust: By entering into a contract, Contractor conveys, sells, assigns, and transfers to the Agency all rights, titles, and interest it may now have, or hereafter acquire, under the antitrust laws of the United States and the State that relate to the particular goods or services purchased or acquired by the Agency under said contract.
2. Attorney's Fees and Expenses: Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.
3. Authority to Contract: Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) 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, (d) 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.
4. Change in Scope of Work: The Agency may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the

contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Agency and Contractor.

If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify the Agency in writing of this belief. If the Agency believes that the particular work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

5. Claims Based on a Procurement Officer's Actions or Omissions:

a. *Notice of Claim.* If any action or omission on the part of a Chief Procurement Officer or designee of such officer requiring performance changes within the scope of the contract constitutes the basis for a claim by Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

i. Contractor shall have given written notice to the Chief Procurement Officer or designee of such officer:

- (1) prior to the commencement of the work involved, if at that time Contractor knows of the occurrence of such action or omission;
- (2) within 30 days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work; or,
- (3) within such further time as may be allowed by the Chief Procurement Officer in writing.

This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The Chief Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Chief Procurement Officer or designee of such officer;

- ii. The notice required by subparagraph (a) of this paragraph describes, as clearly as practicable at the time, the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and,
- iii. Contractor maintains and, upon request, makes available to the Chief Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

b. *Limitation of Clause.* Nothing contained herein shall excuse Contractor from compliance with any rules of law precluding state officers and Contractors from acting in collusion or

bad faith in issuing or performing change orders which are clearly not within the scope of the contract.

- c. *Adjustment of Price.* Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

- 6. Information Designated by Contractor as Confidential: Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the Agency shall result in the immediate termination of this agreement.

- 7. Confidentiality: Notwithstanding any provision to the contrary contained herein, it is recognized that Agency is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to Agency pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, Agency shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The Agency shall not be liable to the Contractor for disclosure of information required by court order or required by law.
- 8. Contractor Personnel: The Agency shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the Agency reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the Agency in a timely manner and at no additional cost to the Agency. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
- 9. Copyrights: Contractor agrees that Agency shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement. Further, Contractor hereby grants to Agency a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

10. Debarment and Suspension: Contractor certifies to the best of its knowledge and belief, that it:
- a. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
 - b. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it 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;
 - c. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - d. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (b) and (c) of this certification; and,
 - e. has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
11. Disclosure of Confidential Information: In the event that either party to this agreement 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 confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*
12. Exceptions to Confidential Information: Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:
- a. is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
 - b. is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
 - c. is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
 - d. is independently developed by the recipient without any reliance on confidential information;
 - e. is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
 - f. is disclosed with the disclosing party's prior written consent.

13. Errors in Extension: If the unit price and the extension price are at variance, the unit price shall prevail.
14. Failure to Deliver: In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Agency, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Agency may have.
15. Failure to Enforce: Failure by the Agency at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Agency to enforce any provision at any time in accordance with its terms.
16. Final Payment: Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the Agency a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State's claims against Contractor under this contract.
17. Force Majeure: Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
18. HIPAA Compliance: Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
19. Indemnification: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from

and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion upon approval of the Office of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

20. Independent Contractor Status: Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the agency, and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Agency shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

21. Infringement Indemnification: Contractor warrants that the materials and deliverables provided to the customer under this agreement, and their use by the customer, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the customer the right to continue using such items. Should Contractor fail to obtain for the customer the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense. In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the customer to discontinue using such items, in which case Contractor will refund to the customer the fees previously paid by the customer for the items the customer may no longer use, and shall compensate the customer for the lost value of the infringing part to the phase

in which it was used, up to and including the contract price for said phase. Said refund shall be paid within ten (10) working days of notice to the customer to discontinue said use.

Scope of Indemnification: Provided that the State promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, at its own expense, the State against, and pay all costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

22. Integrated Agreement/Merger: This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Contractor on the basis of draftsmanship or preparation hereof.

23. Liquidated Damages:

4-101.05 of the *PPRB OPSCR Rules and Regulations*.) When Contractor is given notice of delay or nonperformance as specified in Paragraph (1) (Default) of the Termination for Default clause of this contract and fails to cure in the time specified, Contractor shall be liable for damages for delay in the amount of \$[500.00] per calendar day from date set for cure until either the State reasonably obtains similar services if Contractor is terminated for default, or until Contractor provides the services if Contractor is not terminated for default. To the extent that Contractor's delay or nonperformance is excused under Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of the Termination for Default clause of this contract, liquidated damages shall not be due the State. Contractor remains liable for damages caused other than by delay.

OR

Modification or Renegotiation: This agreement may be modified only by written agreement signed by the parties hereto. 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.

24. Notices: All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Agency:	For Contractor:
[Name, Title]	[Name, Title] Jennifer Hanks, CEO
[Agency Name]	[Contractor Name] MMC Consulting
[Address]	[Address] 8201 Corporate Drive, Suite 120-D, Landover, MD 20785
[City, State, Zip]	[City, State, Zip] Landover, Maryland, 20785

25. Non-solicitation of Employees: Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.
26. Oral Statements: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Agency and agreed to by Contractor.
27. Ownership of Documents and Work Papers: Agency shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to Agency upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from Agency and subject to any copyright protections.
28. Patents and Royalties: Contractor covenants to save, defend, keep harmless, and indemnify the Agency and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost--including court costs and attorney's fees, charges, liability, and exposure, however caused--for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the Agency. If Contractor uses any design, device, or material covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.
29. Price Adjustment:
- a. *Price Adjustment Methods.* Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:
 - i. by agreement on a fixed price adjustment before commencement of the additional performance;
 - ii. by unit prices specified in the contract;
 - iii. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
 - iv. by the price escalation clause.

- b. *Submission of Cost or Pricing Data.* Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the *PPRB OPSCR Rules and Regulations*.
30. Priority: The contract consists of this agreement with exhibits, the IFB [] (hereinafter referred to as "IFB" and attached as Schedule [___]), and the bid dated [date] by [Contractor Name] (hereinafter referred to as "Bid" and attached as Schedule [___]). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement with exhibits and, if still unresolved, by reference to the IFB and, if still unresolved, by reference to the Bid. Omission of any term or obligation from this agreement or attached Schedules [___] or [___] shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
31. Quality Control: Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the Agency.
32. Record Retention and Access to Records: Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.
33. Recovery of Money: Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the Agency, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the Agency. The rights of the Agency are in addition and without prejudice to any other right the Agency may have to claim the amount of any loss or damage suffered by the Agency on account of the acts or omissions of Contractor.
34. (See Section 3-501.05.3 (Requirements Contracts) of the *PPRB OPSCR Rules and Regulations*.) Requirements Contract: During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the Agency shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current

expectations of the Agency for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the Agency is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the Agency may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

35. Right to Audit: Contractor shall maintain such financial records and other records as may be prescribed by the Agency or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the Agency, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.
36. Right to Inspect Facility: The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.
37. Severability: If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
38. State Property: Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.
39. Third Party Action Notification: Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.
40. Unsatisfactory Work. If, at any time during the contract term, the service performed or work done by Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

41. Variations in Estimated Quantities:

Variation in Quantity: Upon the agreement of the parties, the quantity of services specified in this contract may be increased by a maximum of ten percent provided:

- a. the unit prices will remain the same (except for any price adjustments otherwise applicable); and,
- b. the Chief Procurement Officer makes a written determination that such an increase will either be more economical than awarding another contract, or that it would not be practical to award another contract.

OR

- a. the minimum quantity, if any, the State is obligated to order and Contractor to provide;
- b. whether there is a quantity the State expects to order and how this quantity relates to any minimum and maximum quantities that may be ordered under the contract;
- c. any maximum quantity the State may order and Contractor must provide; and,
- d. whether the State is obligated to order its actual requirements under the contract, or in the case of a multiple award as defined in Section 3-503 (Multiple Source Contracting) of the *PPRB OPSCR Rules and Regulations*, that the State will order its actual requirements from Contractors under the multiple award subject to any minimum or maximum quantity stated.

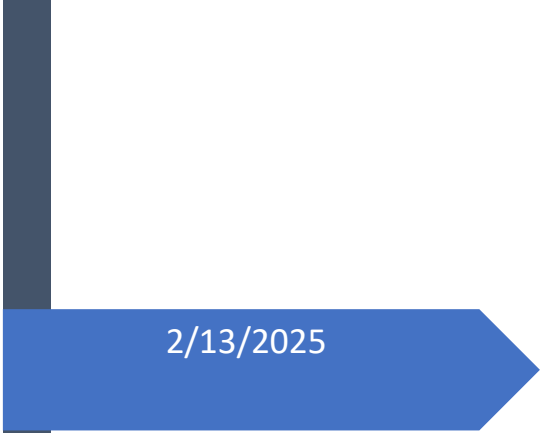
42. Waiver: No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

IFB RFx 3160007165

Date/Time Received	Vendor	Mail/Email	Amount
Feb. 14,2025 @1:44pm	Hotep Consulting	Email	\$87,600.00
Feb. 14,2025 @10:45am	InMotion Consulting & Coaching	Handmail	\$111,180.00
Feb. 14, 2025 @2:53pm	Forrester	Email	\$120,689.90
Feb. 13,2025 @5:51am	Remedy Healthcare Consulting LLC	Email	\$121,500.00
Feb. 14,2025 @12:15pm	MMC Consulting	Email	\$140,000.00
Feb. 14,2025 @10:32am	Gartner	Email	\$169,583.00
Feb. 14,2025 @9:51am	BerryDunn	Email	\$257,120.00
Feb. 14,2025 @1:51pm	Integris Applied	Email	\$394,875.00
Feb. 14,2025 @12:29pm	Deloitte Consulting	Email	\$751,612.00

	IFB 3160007165 Agency Alignment and Optimization Consulting Services Question/Request for Clarification	Answers
1	Under 8.2 Submission Requirements, 8.2.9 states that "Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the IFB Exception(s) form, Attachment G ." Attachment G was not posted to the procurement site. Can you please provide such attachment?	Attachment G is posted to the ITS website and in the State portal. https://www.its.ms.gov/procurement/rfps-and-sole-sources
2	What kind of notice and what availability could be expected for the Key Stakeholders identified in 4.1.5.1? With Legislature still in Session could the schedules be affected? Presumably with a start date of March 5, these meetings should occur in March or early April at latest.	As much notice as possible with availability based on schedule. Schedules can be affected by Legislative Session.
3	Is there expectation from ITS and availability that the Contractor would meet with customer agencies? If so, how many customer agencies and do they expect this?	No
4	What is the State's current remote/onsite/hybrid work approach for State employees (for planning purposes on events like interviews, briefings, etc.). Is the same true for ITS as well as agencies you serve?	Each agency has their own remote policy. Regardless of ITS remote policy priority will be given to interviews, briefings, etc.
5	What is the expectation for the Contractor on this project? Onsite full time, entirely remote, or periodic?	Periodic
6	Is there a page limit on response? Including for narrative?	No
7	Would ITS like to see any narrative proposal or experience/CVs of proposed Contractor staff? If so, in which bid document?	No
8	References: Section 6.3 mentions reviewing 2 bidder references. Section 8.1.3 requests at least 3 trade references and states "see Section 6.5" which is not part of this proposal. Attachment C seems to request information for 5 references. Attachment D, which is to be completed by ITS only has room to review one reference. Would you please supply Section 6.5 language, if it is applicable to this IFB. How many references would you like us to supply?	Section 6.5 does not apply to this IFB. 8.1.3 - please provide at least 3 references.
9	Does ITS have an estimated/preferred budget for this project and if so can ITS please now share it?	There is no budget.

10	The IFB asks "What is the largest customer your company has provided Consulting Services for in the past two years?" Please clarify, if possible, the request: By "largest customer" do you mean the largest in size of the customer organization? Largest, as in biggest contract value? And are you looking for our current on ongoing project work or work that has only begun within the last two years?	Organizational Size and this would be within the last two years.
11	Does ITS have a more detailed organizational chart that it can now provide, or else can ITS please now explain its organizational structure in more detail (e.g., what and how many subdivisions are there under each division and how many staff member in each)?	No
12	In regard to the organizational assessment, can ITS please describe what documentation it has (and how comprehensive and accurate it is) on the functions and responsibilities of each division within the agency?	This Information will be provided to the winning vendor.
13	In regard to the organizational assessment, does ITS have any preference on how the awarded vendor identifies potential overlaps/gaps in services and/or inefficiencies and redundancies? For example, who we should interact with and how (including numbers of groups and staff members within each group)?	Please refer to Section 4 Scope of Work
14	Can ITS please now explain what prompted this request for services to be issued?	No
15	Can ITS please list the number of staff that comprise each of the following groups? * Executive Management Team Members * HR personnel	Executive Management Team - 9 HR Personnel - up to 4

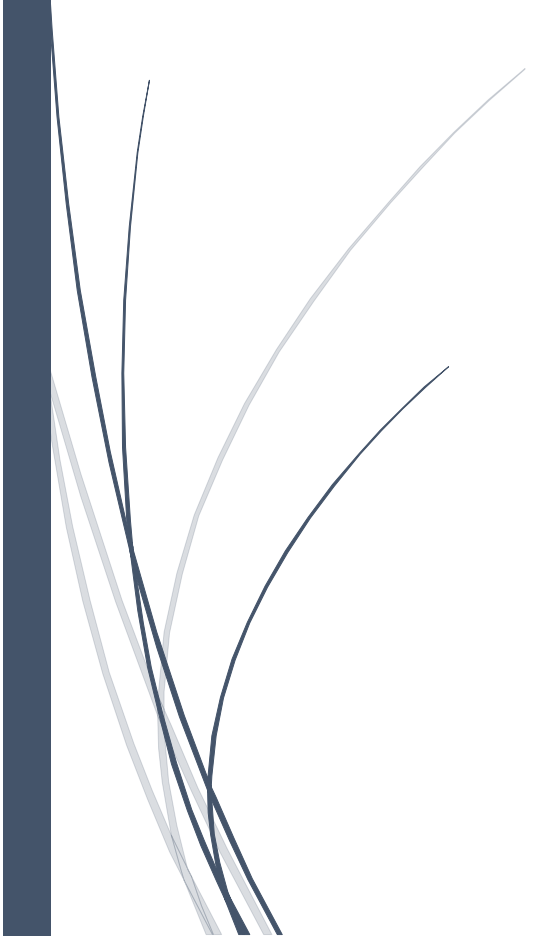
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2/13/2025

Mississippi Department of Information
Technology Services

IFB RFx Number: 3160007165

Agency Alignment & Optimization

Several thin, curved lines in shades of blue and grey originate from the left side and curve upwards and to the right, creating a dynamic, abstract design.

From: Sheila Richmeier, President
REMEDY HEALTHCARE CONSULTING LLC
5908 NW 103RD ST, KANSAS CITY MO 64154
TAX ID 45-1101657

Sheila@RemedyHC.com
913.634.0466

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Proposal Letter

February 13, 2025

Subject: Proposal Submission for Agency Alignment and Optimization Work

Remedy is pleased to present this proposal letter for consideration regarding your Agency Alignment and Optimization project. We have reviewed the RFP documentation and are excited to formally express our intent to submit a comprehensive bid.

With an extensive background in facilitating organizational transformation and optimization processes, Remedy is uniquely positioned to assist your organization in achieving your objectives for alignment and performance improvement. Our history of successful project implementations within public health sectors, combined with our expertise in data collection, analysis, and system enhancements, aligns well with the intended outcomes for this initiative.

Our approach to the Agency Alignment and Optimization project will feature evidence-based strategies, stakeholder collaboration, and the application of innovative tools like Smartsheet, ensuring efficiencies and enhanced communications across varied departments. We are prepared to deliver tailored solutions that address your specific needs, offering strategic insights and project management excellence throughout the contract period.

We appreciate the opportunity to participate in this RFP process and are committed to providing a proposal that outlines how Remedy can successfully fulfill the required objectives and deliver sustainable outcomes. Please feel free to reach out should any immediate questions arise during your review.

We look forward to the possibility of working together and contributing to the successful realization of your strategic goals. Thank you for your consideration.

Sincerely,



Sheila Richmeier, RN, MS, BC, FACMPE

Remedy HealthCare Consulting LLC

2 Qualifications and Experience

Remedy has extensive experience facilitating alignment and optimization projects for various agencies, as demonstrated by our successful track record in previous collaborations. Our qualifications include:

1. **Project Management Expertise:** Remedy has a proven ability to effectively manage complex projects by integrating multiple stakeholders and ensuring alignment of objectives and actions through structured project plans and timelines.
2. **Data-Driven Approach:** We employ data collection and evaluation techniques to inform decision-making processes. This is demonstrated in our work with the Delaware Department of Health, where we managed data enhancement projects using tools like Smartsheet to streamline data collection and analysis.
3. **Experience in Workflow Optimization:** Our history of assessing and improving workflow processes is evidenced by our successful engagements with health departments, such as the Missouri Optimizing Workflow Processes project, where we enhanced processes to increase cancer screening rates.
4. **Technical Proficiency:** Remedy's expertise with Smartsheet and other technology platforms allows for real-time data updates, effective tracking, and communications, enhancing organizational alignment and operational efficiency.
5. **Tailored Training and Facilitation:** We provide customized training programs and facilitate quality improvement projects aimed at achieving strategic goals, adapting our approach to meet each agency's specific needs.

Our team

Brian Richmeier, Project Manager

With a background in healthcare, **Brian Richmeier** has worked as a director of Federal Consulting and focused on deploying Oracle Health's (Cerner) software and services for the Department of Veterans Affairs (VA). Brian impacts clients by focusing on repeatable, consistent delivery for project management and consulting. He has provided oversight for both national and local engagements with the VA. Brian has a wide range of leadership experience, including being an integration architect, project manager, and founder of multiple operations teams. Brian consistently uses technology, data, quality improvement, and innovation to improve operations and manage implementation. Brian is a University of Kansas graduate with a Bachelor of Sciences in Business Administration.

Brian's accomplishments:

- Great collaborator and listener, bringing together disparate entities with competing priorities to solve problems and creating a project plan that mutually benefits all parties.
- Leader at one of Kansas City's largest employers and the leading HealthCare IT company in the world.
- Skilled in Solution Delivery, Oracle Health (Cerner) technology, Project Management, IT Consulting, and Physician/hospital leadership & functioning.
- Oracle Health (Cerner) Executive, managing small clients and large strategic accounts for over 20 years. A strategic thinker and problem solver with strong people and project management skills, known for innovating and driving results.

- In the last 8 years, Brian has worked on a National Program - implementing Oracle (Cerner) EHR across the country to all VA sites nationwide (over 1700 sites)
 - Developing timelines and project plans that withstand rigorous government oversight, including scrutiny from senior VA officials and the United States Congress.
 - Coordinate local, regional, and national officials in the VA system and bring the right partners to the table to get the job done.
 - Coordinating stakeholders internally and externally to VA.
 - Responsible for Cerner Deployment Workstream of VA Program representing all Cerner consulting staff
 - Developed contractual documents for the VA program as subject matter expert for deployment.
 - Project execution and management for National EHR Standard design and build to use across the country, including Pacific Northwest Pilot sites
 - Responsibility for recruitment, hiring, and management of Engagement Executive and Engagement Owner teams managing projects nationally and regionally
 - Creation of a national timeline and methodology for the VA Program
 - Executive relationships with the VA National Program Office for deployment, functional, and technical execution
 - Task order owner for all Current State Review (facility assessment) work for VA, responsible for delivery and financials of over a \$50M portfolio.

Consultant - Chae Menard, Chief Executive Officer of On Point Consulting Group, has two decades of experience in healthcare information technology, with a proven track record of managing and delivering complex initiatives for commercial and government clients. He combines expertise in healthcare systems, medical informatics, and market trends to provide strategic leadership and drive meaningful outcomes. Previously, as Vice President of Consulting at Cerner, he played a key role in shaping consulting strategies and solutions. Additionally, as a former contract CIO for a Critical Access Hospital, he has extensive experience in IT procurement, ensuring organizations make informed and effective technology investments.

As a nurse with a background in quality improvement and operational assessments, **Sheila Richmeier**, MS, RN, BC, FACMPE, has the experience to capitalize on her background in organizational consulting. Sheila has focused on the operational aspects of evaluation and redesign, quality improvement, team-based care, workforce education, and data enhancement. This has been the cornerstone of Remedy's work for healthcare organizations and state and local public health entities. Sheila brings extensive experience and expertise across specialties, working on small and large pilot projects.

- Sheila has been certified in Community Health by ANCC since 2000.
- She has been a *fellow in the Academy of Medical Practice Executives since 2008*, with proven expertise in financial management, human resources, operations management, organizational governance, risk and compliance management, and transformative healthcare delivery. Many of those skills can be transferred to non-healthcare organizations.

- *She is a Certified Professional in HealthCare Quality (CPHQ) from the National Association of Healthcare Quality in 2022.*
- She has managed several medical offices with responsibilities for all aspects of financial and operational realms, answering to a board of directors.
- Sheila has been a part of multiple professional organizations from nursing to medical practice management.
- Book published August 2009, MGMA, Leading the Clinical Team: A Comprehensive Guide to Optimizing Productivity and Quality.
- Book published March 2010, MGMA, The New Healthcare Supervisor's Guide: The Secrets to Success.
- Authored Fast Facts: Medical Office Nursing published with Springer Publishing, June 2010.
- Co-author on a series of transformation workbooks – Access, Care Management, Care Coordination, published by TransforMED and MGMA in 2009-2010
- Author of various sections of the American Academy of Family Physicians Residency to Reality Project, 2009-2010.
- Authored Chapter 4 Management of Nursing Services, in Physician Practice Management – Essential Operational and Financial Knowledge, published by Jones & Bartlett Learning, May 2012.

Kezie Utsler, works with Remedy and brings expertise in Smartsheet with her as a Smartsheet product-certified user. Her expertise includes operational and financial management, event planning and coordination, and Human Resources (HR). Kezie is skilled in planning, program and staff management, marketing, data analytics, and client engagement and is passionate about talent recruitment, retention, and development. She has formed and led an HR department and developed her company's Diversity, Equity, and Inclusion policy, reflecting her commitment to inclusive and effective team management. Kezie's broad knowledge of startup operations and the hospitality industry gives her a unique perspective on partner collaboration. Kezie has a bachelor's degree from Virginia Tech and loves working with people to provide exemplary customer service. Kezie's accomplishments:

- She has excelled in mastering Smartsheet, the project management software we currently use, and she can set up and manage any scenario with data and automation.
- Build data collection and workflows, creating dashboards and reports to analyze data in real-time.
- Kezie is technology savvy and often can bring new ideas to the table with any assessment. She is not scared to try new things to achieve the results we are looking for.
- Formed and led a Human Resource Department, including developing, implementing, and enforcing human resources policies and procedures.
- Contract management for new clients, renewals, and terminations, including working closely with clients to develop and execute contracts and licensing agreements.
- Managed client invoicing using Quickbooks and the building of workflows in Smartsheet.
- Put organizational processes in place; Developed and maintained a company-wide tracking system via SmartSheet, allowing accountability of workflows, reducing person-hours by 25%
- Creation of education modules for workforce education through learning management systems such as Docebo, WordPress, iSpring, and others.

- Created custom-designed web-based video presentations to be housed within an LMS.
- Strategic Planning and Solutions: sought out horse farms and veterinary practices that were not licensed and brought them into compliance, resulting in the highest number of licensed facilities for 2013.
- Independently managed a territory of eight counties, including 288 horse farms and 185 veterinary hospitals within Maryland.
- Work with Oracle database and other program data sources to create and distribute information.
- Certificates:
 - Site Selection, Hotel Operations and Suppliers, University of South Florida Meeting & Event Planning Certificate Program, July 2014
 - Contracts, Vendors and Negotiations, University of South Florida Meeting & Event Planning Certificate Program, August 2014
 - Professional Certificate in Event Management from George Washington University
 - *Human Resources Management Certificate*, Cornell University, August 2022

3 Methodology (Process, Timeline, Action, and Cost)

Process

Our plan for evaluating the current functions and responsibilities of divisions to identify overlaps, gaps, and inefficiencies and propose changes encompasses the following structured approach:

4.1

1. Initial Organizational Assessment and Data Collection:

- Conduct comprehensive stakeholder interviews with division leaders to gather insights on current processes, objectives, and perceived challenges. (i.e. Exeutive Management Team Members, HR personnel, and the Chief Administrative Officer)
- Utilize surveys and questionnaires to obtain feedback from staff at all levels to understand the operational nuances and identify undocumented practices.
- Review existing documentation such as organizational charts, process flows, and SOPs to establish a baseline understanding of functional responsibilities.

2. Analysis of Functions and Responsibilities:

- Map out all division-specific functions and responsibilities, utilizing data visualization tools, as needed, to represent interdependencies clearly and process flows.
- Identify overlaps and redundancies by comparing function maps between divisions, focusing on areas where responsibilities intersect without transparent governance.

3. Gaps and Inefficiencies Identification:

- Analyze the effectiveness of current workflows through metrics such as time-to-completion, resource allocation, and satisfaction levels (both customer and staff).
- Conduct an analysis for identified inefficiencies to understand their origins and impact.

4. Propose Strategic Changes:

- Develop initial recommendations for optimizing roles and responsibilities to eliminate unnecessary overlaps and close identified gaps.

- Propose structural or procedural changes to enhance efficiency and alignment, appropriate span of control, and how it aligns with best practices, when applicable.
 - Outline implementation steps for proposed changes, including timeframes, resource requirements, and potential impact assessment.
 - Establish an Organizational Strategic Framework to provide agency-wide focus on strategic direction to prepare for future changes
5. **Stakeholder Engagement and Feedback Loop:**
- Present findings and proposed changes to the Executive Director and HR for feedback and input to validate assumptions and secure buy-in. Present refined recommendations to the entire Executive Management Team.
 - Incorporate internal, external, and peer-to-peer stakeholder feedback into final recommendations to ensure practical applicability and organizational alignment.
6. **Implementation and Monitoring:**
- Provide a detailed implementation plan supported by project management tools such as Smartsheet for tracking progress and outcomes.
 - Develop and deliver specialized leadership training to support implementation of organizational changes.
 - Develop communication strategies to inform and engage employees throughout the change process.
 - Set up regular review sessions to monitor the effectiveness of changes and make necessary adjustments in consultation with division leaders.

Through this comprehensive plan, Remedy aims to realign the agency's divisions to optimize performance, enhance coordination, and ensure sustainable efficiency improvements.

Timeline

1. Month 1- Kickoff meeting
2. Month 2-4: Initial assessment, Data collection, Data analysis
3. Month 5: Schedule in-person review meeting
4. Month 6: Review the initial assessment with your team and create a Plan for implementation.
5. Month 7 onward - assist with plan implementation.

Action Plan

- Month 1: Coordinate kickoff meetings with your team and ours to finalize the project work plan, set up communication, and meet team members.
- Month 2-4 Coordinate stakeholder interviews and document review sessions. Launch surveys and collect initial data from ITS systems. Conduct observational studies; continue data collection. Complete data analysis and start drafting recommendations. Prepare predictive models and finalize recommendation reports.
- Month 6: Deliver recommendations. Revise recommendations as per stakeholder feedback. Develop a detailed implementation plan. Present the final plan and begin rollout preparation.

Attachments

Attachment A

BID COVER SHEET

Bids are to be submitted via email at lori.adams@its.ms.gov, U.S. mail, postage prepaid or by personal delivery as listed below, on or before 3:00 PM CST, February 14, 2025.

PLEASE MARK YOUR ENVELOPE:

IFB Agency Alignment and Optimization Consulting Services
IFB RFX Number 3160007165
Opening Date: 3:00 PM CST, February 14, 2025
Mississippi Department of Information Technology Services
Attention: Lori Adams, Accounting Specialist
3771 Eastwood Drive
Jackson, Mississippi 39211
SEALED BID – DO NOT OPEN

Name of Company: Remedy HealthCare Consulting LLC

Quoted By: Sheila Richmeier

Signature: Sheila Richmeier

Address: 5908 NW 103rd St

City/State/Zip: Kansas City MO

Telephone: 913.634.0466

Fax Number: _____

E-Mail Address: Sheila@RemedyHC.com

Name and phone number of Company Representative to be contacted by Agencies seeking to contract for services pursuant to this IFB: Sheila Richmeier 913.634.0466

In addition to providing the above contact information, please answer the following questions regarding your company:

What year was your company started? 2010

How many years has the firm been in business of performing the services called for in this IFB?
15

Please provide the physical location and mailing address of your company's home office, principal place of business, and place of incorporation. _____

5908 NW 103rd St, Kansas City MO 64154, Incorporated in Missouri

If your company is not physically located within the vicinity, how will you supply Consulting Services to the agency? _____

combination of in-person and virtual

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms. _____

no

Is your company licensed and/or certified to provide Consulting Services as required by any and all applicable Federal and State law(s)? _____

List all licenses or permits your company possesses that are applicable to performing the services required in this IFB. _____

Licensed in the Kansas City Missouri

For how many customers has your company provided Consulting Services in the past two years? _____

6

What is the largest customer your company has provided Consulting Services for in the past two years? _____

Delawre Department of Health

Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff. _____

Remedy is WOSB (women owned small business) by the US Small Business Administraion

Sheila Richmeier is certified in Professional healthCare Quality from NAHQ

Attachment B

BID FORM

Company	Contact Person	Telephone Number
Remedy HealthCare Consulting LLC	Sheila Richmeier	913.634.0466

The pricing quoted shall be inclusive of, but not limited to the following:

1. All required equipment/material;
2. All required insurance, bond, or other surety;
3. All required overhead;
4. All required profit;
5. All required vehicles;
6. All required fuel and mileage;
7. All required labor and supervision;
8. All required business and professional certifications, licenses, permits, or fees; and,
9. Any and all other costs.

All pricing for Consulting Services should include all associated costs for the items with no additional or hidden fees.

Deliverable Description	Cost
Meet with Key Stakeholders: Conduct meetings with Executive Management Team Members, HR personnel, and the Chief Administrative Officer (CAO) to gain a thorough understanding of current work processes, organizational structure, and strategic priorities (4.1.5.1)	\$76,900
Develop Initial Recommendations: Develop an outline/report summarizing key findings and initial recommendations for integrating the agency's strategy into its organizational structure. (4.1.5.2)	\$12,200
Present and Refine: Present findings to the Executive Director and HR for feedback and input. Subsequently, present the refined recommendations to the entire Executive Management team. (4.1.5.3)	\$14,400
Support Organizational Change: Develop and deliver specialized leadership training to support the implementation of organizational changes. Develop and implement communication strategies to effectively inform and engage employees throughout the change process. (4.1.5.4)	\$18,000
Professional Services Total Cost:	\$121,500

11. **REPRESENTATION REGARDING GRATUITIES:** Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Agency a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of [Agency] has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by offeror. Offeror further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
12. **PROPERTY RIGHTS.** Property rights do not inure to any bidder until such time as services have been provided under a legally executed contract. No party responding to this IFB has a legitimate claim of entitlement to be awarded a contract or to the provision of work thereunder. The Agency is under no obligation to award a contract and may terminate a legally executed contract at any time.
13. **BIDDER ACKNOWLEDGEMENT:** Bidders shall acknowledge which of the following statements is applicable regarding release of its bid document as a public record. A bidder may be deemed non-responsive if the bidder does not acknowledge either statement, acknowledges both statements, or fails to comply with the requirements of the statement acknowledged. Choose one:

SR Along with a complete copy of its bid, bidder has submitted a second copy of the bid document in which all information bidder deems to be confidential commercial and financial information and/or trade secrets is redacted in black. Bidder acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations if the [Agency] or the Public Procurement Review Board determine redactions were made in bad faith in order to prohibit public access to portions of the bid which are not subject to Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. Bidder acknowledges and agrees that [Agency] may release the redacted copy of the bid document at any time as a public record without further notice to bidder. A bidder who selects this option but fails to submit a redacted copy of its bid may be deemed non-responsive.

SR Bidder hereby certifies that the complete unredacted copy of its bid may be released as a public record by the [Agency] at any time without notice to bidder. Bidder explicitly waives any right to receive notice of a request to inspect, examine, copy, or reproduce its bid as provided in Mississippi Code Annotated § 25-61-9(1)(a). The bid contains no information bidder deems to be confidential commercial and financial information and/or trade secrets in accordance with Mississippi Code Annotated §§ 25-61-9, 75-26-1 through 75-26-19, and/or 79-23-1. A bidder who selects this option but submits a redacted copy of its bid may be deemed non-responsive.

Company Name: Remedy HealthCare Consulting LLC

Printed Name of Representative: Sheila Richmeier

Date: 2.13.25

Signature: *Sheila Richmeier*

Note: Failure to sign the bid form may result in the bid being rejected as non-responsive. Modifications or additions to any portion of this bid document may be cause for rejection of the bid.

Attachment C

REFERENCES

Bidder may submit as many references as desired by submitting as many additional copies of Attachment C, References, as deemed necessary. References will be contacted in order listed until two references have been interviewed and Reference Score Sheets completed for each of the two references. No further references will be contacted; however, bidders are encouraged to submit additional references to ensure that at least two references are available for interview. Agency staff must be able to contact two references within two (2) business days of bid opening to be considered responsive or no later than February 19, 2025.

REFERENCE 1

Name of Company: Salt Lake County Health Department
Dates of Service: August 23 to July 2024
Contact Person: Kaim Peterson, Clinical Services Division Director
Address: 2001 South State Street, S3-700,
City/State/Zip: SLC, UT 84119
Telephone Number: 385.468.4142
Cell Number: _____
E-mail: kapeterson@slco.org
Alternative Contact Person (optional): _____
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 2

Name of Company: Delaware Dept of Health, Cancer Data Enhancement Project
Dates of Service: July 2001 to present
Contact Person: Helen Arthur, Section Chief Health Promotion & Disease Prevention
Address: 540 S Dupont Hwy, Ste 7
City/State/Zip: Dover DE 19901
Telephone Number: 302.744.1000
Cell Number: _____
E-mail: helen.arthur@delaware.gov
Alternative Contact Person (optional): Dawn Hollinger
Telephone Number: 302.744.1000
Cell Number: _____
E-mail: dawn.hollinger@delaware.gov

REFERENCE 3

Name of Company: Delaware Self Management Company
Dates of Service: Nov 2019 - present
Contact Person: Shebra Hall, Chronic Disease Director
Address: 540 S Dupont Hwy, Ste 7
City/State/Zip: Dover DE 19901
Telephone Number: 302.744.1221
Cell Number:
E-mail: Shebra.hall@delaware.gov
Alternative Contact Person (optional):
Telephone Number:
Cell Number:
E-mail:

REFERENCE 4

Name of Company: Missouri Dept of Health & Senior Services
Dates of Service: March 2019 - present
Contact Person: Paula Fox, Program Manager, interim
Address: 930 Wildwood
City/State/Zip: Jefferson MO 65102
Telephone Number: 573.522.2805
Cell Number: 573.881.3988
E-mail: Paula.fox@health.mo.gov
Alternative Contact Person (optional):
Telephone Number:
Cell Number:
E-mail:

REFERENCE 5

Name of Company: MARC (Mid-America Regional Council)
Dates of Service: April-June 2024
Contact Person: Jennifer Sutherlin
Address: 600 Broadway Blvd, Ste 210
City/State/Zip: Kansas City MO 64105
Telephone Number: 816.701.8362
Cell Number:
E-mail: Jsutherlin@marc.org
Alternative Contact Person (optional): Cassidy Burwick
Telephone Number:
Cell Number:
E-mail: cburwick@marc.org

Addendum

Letters of recommendation



DEPARTMENT OF VETERANS AFFAIRS
Veterans Health Administration
810 Vermont Avenue, NW
Washington, DC 20420

April 24, 2024

Re: Brian Richmeier, Oracle Health Client Executive. Letter of Recommendation

I am writing to highly recommend Brian Richmeier for his outstanding performance in launching the \$10 billion EHR modernization effort for the Department of Veterans Affairs (VA). Brian was instrumental in leading the deployment of a modern electronic medical record system for the entire VA, serving over 9 million Veterans and 1800 points of service.

Throughout the project, Brian displayed exceptional skills in program management, budgeting, government deliverables, and client relationships with the VA. His attention to detail, strategic planning, and ability to navigate complex government processes were key factors in the success of the project.

Not only did Brian excel in his role as a project leader, but he also demonstrated a strong ability to communicate effectively with VA clients at Central Office headquarters in Washington DC and in the field at various locations throughout the country. His hands-on approach to client interaction and commitment to ensuring the success of the EHR modernization effort were truly commendable.

I have no doubt that Brian's expertise, dedication, and drive to deliver results will continue to make a significant impact in any project or organization he is a part of. It is with great pleasure that I provide this letter of reference, and I am confident that Brian will continue to achieve great success in his future endeavors.

Please do not hesitate to contact me if you require any further information or clarification regarding Brian's outstanding performance.

Sincerely,

RODNEY LASTER

Digitally signed by RODNEY
LASTER
Date: 2024.04.24 11:55:22 -0400

Rodney J. Laster, MHA, FACHE, CPHIMS
Senior Advisor, VHA Electronic Health Record Modernization
VHA Office of Health Informatics
Department of Veterans Affairs
811 Vermont, Third Floor, Room 341
Washington DC 20571
202-603-8014

ATTACHMENT A: REFERENCE FORM

Responder/Company Name: [Delaware Department of Health and Social Services](#)

Contact Name: Shebra K. Hall, MPA, Chief, Bureau of Chronic Disease, Division of Public Health

Address: 540 S DuPont Highway, Dover, DE 19901

Email: shebra.hall@delaware.gov

Phone Number: 302-744-1020

1. Description of project(s):

Remedy was initially awarded a contract to do an assessment on the Delaware Self-Management Program and provided an assessment with CDC self-evaluation framework. After the assessment, the report established that efficiencies were needed to move from paper to electronic format. Remedy transitioned SMP to move from paper to electronic format for registration, reporting, workshop attendance, and outcome tracking. They created a toolkit for leaders and wrote all policies and procedures for use in the project. They now monitor and maintain data. They are integral to our data collection, use of electronic methods transformation, and procedure writing.

Remedy's actions have had an impact on the community of leaders and of those participants with chronic disease, diabetes, cancer, and pain.

2. Dates of Engagement: November 2019 to present

3. Were the project(s) completed on budget? If not, please explain.

The initial assessment was completed on budget and led to further contracts. SMP has had personnel changes which provided Remedy the opportunity to support additional tasks that were not originally considered. They have been great at tracking any scope exceptions to allow us to make decisions on if we want to add to the contract or not.

4. Were the project(s) complete on time? If not, please explain.

Yes, all tasks have been completed on time.

5. What went well with the project(s)?

Remedy is an expert at surveying, operational analysis and operational efficiencies. They have helped us to operate more efficiently than we previously did and allow us to function well despite some key resource turnover. We have data at our fingertips in dashboard and report format with Smartsheet enabled. Remedy has always stepped up to help us as needed.

6. What could have gone better with the project(s)?

We continuously look for ways to be self-sufficient and to not rely on 3rd party vendors for operational work. This is not a fault of Remedy as they have been good stewards of trying to be very watchful of any hours they use and allow us to make decisions on if we want to increase scope and the impact of doing so.

ATTACHMENT A: REFERENCE FORM

Responder/Company Name: Remedy Health Care Consulting

Contact Name: Sheila Richmeier Email: sheila@RemedyHC.com

Phone Number: 913.634.0466
(DHS)

Minnesota Department of Human Services

Behavioral Health Administration (BHA)

Sherray.greene@state.mn.us

651-431-2237

1. Description of project(s): Remedy was selected and fulfilled as a coordinator for the training logistics for mental health crisis providers across the state of MN. Which entailed planning, implementation, and facilitation of 40+ meetings/trainings, secured venues, videographers, arranged refreshments/meals, coordinated the registration and any troubleshooting surrounding technical issues. Remedy, also, worked in collaboration with multiple internal/external stakeholders in a professional and honorable manner – that I would fully support & recommend them for any future project, and I can confidently say that I would be delighted to work with them on future projects.
2. Dates of Engagement:
July 2018 – June 2023
3. Were the project(s) completed on budget? If not, please explain.
YES the project was completed on budget.
4. Were the project(s) complete on time? If not, please explain.
YES the project was completed on time.
5. What went well with the project(s)? The project went very well with growth, utilization and achieved outcomes. We monitored metrics on a quarterly basis and Remedy monitored the metrics even better than we could have asked for. In addition to Shelia, her two assistances helped the project and outcomes flow without a hitch.
6. What could have gone better with the project(s)? We were pleased by the success of the project, its deep impact in MN, and quality of output. Like previous years, Remedy completed its projects outlined in the annual grant application, even above and beyond, in a timely and budget conscious manner.

ATTACHMENT A: REFERENCE FORM

Responder/Company Name: Mid America Regional Council (MARC)

Contact Name: Jennnifer Sutherlin/ Cassidy Burwick

Address: 600 Broadway Blvd Suite 200, Kansas City, MO 64105

Email: jsutherlin@MARC.org or cburwick@marc.org

Phone Number: 816.701.8362

1. Description of project(s):

Remedy was contracted for the Northern & Southern Needs Assessment project in March of 2024. Remedy facilitated a community survey, community focus meetings and provided progress reporting and a final report for disaster response training needs in the Southern and Northern regions. Members included hospital, public health, emergency management, and other community organizations.

2. Dates of Engagement:

March – June 2024.

3. Were the project(s) completed on budget? If not, please explain.

Yes, it was completed on budget.

4. Were the project(s) complete on time? If not, please explain.

Yes, the project timeline was shortened and was still completed on time.

5. What went well with the project(s)?

Remedy was able to gather summary data from the survey that could be analyzed further with the community focus meetings, refining the training needs for both Northern and Southern regions. There was good participation and discussion at the meetings.

6. What could have gone better with the project(s)?

More time would have been helpful in gathering more information.

Resumes

Brian Richmeier

Mobile 816-500-0794 Brian@RemdyHC.com

Professional Summary

Experienced Executive in the information technology and services industry who builds strong and lasting relationships with clients, associates, and direct reports is seeking a new challenge.

- Leader at one of Kansas City's largest employers and the leading HealthCare IT company in the world.
- Increasing responsibilities and management advancement over last 19 years
- Skilled in Solution Delivery, Cerner technology, Project Management, IT Consulting, and Physician/hospital leadership & functioning.
- Cerner Executive for 8 years on small clients and large, strategic thinker and problem solver, with strong people and project management skills who finds ways to innovate and get things done.

Work History

Independent consultant– August to present

Consultant, Healthcare operations and event management

- Assists in operational planning and development
- Provides leadership in data collection and analysis
- Manages multiple projects timely and effectively
- Oversees event management through planning and operations

Cerner Corporation - June 2003 to present

Director, Engagement Executive, August 2017-Present

Cerner Corporation, United States Veteran's Affairs Program

National Program - implement Cerner EHR across country to all VA sites nationwide (over 1700 sites)

- Responsible for Cerner Deployment Workstream of VA Program representing all Cerner consulting staff
- Developed contractual documents for VA program as subject matter expert for deployment.
- Project execution and management for National EHR Standard design and build to use across the country including Pacific Northwest Pilot sites
- Responsibility for recruitment, hiring, and management of Engagement Executive and Engagement Owner teams managing project nationally and regionally
- Creation of national timeline and methodology for VA Program
- Executive relationships with VA National Program Office for deployment, functional, and technical execution
- Task order owner for all Current State Review work for VA, responsible for delivery and financials over \$50M portfolio.

Director, Consulting Services, March 2014 – August 2017

- Client-facing executive oversight for complex client implementations and integration into CommunityWorks ASP (cloud) model.
- Executive with span of responsibility of over 100 associates
- Developed consulting services including offerings, cost, management and resourcing for current client base to include:
 - Agile delivery team (quick builds)
 - Regulatory
 - Optimization
 - Consulting Executive Engagements
- Executive responsibility for CommunityWorks Operations team
 - Vision and direction for:
 - Reporting strategy and execution
 - Solution and Technical Roadmap
 - Technical Operations Team
 - Interfaces and Core

Executive liaison for hosting, technology delivery, and application management organizations within Cerner	
Manager/Sr. Manager, CommunityWorks , December 2010 – March 2014	
- Management over Technical Engagement Leader, Integration Architect, Core, Clinical Reporting, and Strategist teams in CommunityWorks. - Leadership oversight for implementation projects in CommunityWorks, focused on Critical Access and Community Hospitals in a multi-tenant domain. - Development of solution and technical strategy and roadmap for the organization	
Integration Architect/Engagement Leader , July 2006 – December 2010	
- Project management for various client implementations including: - Critical Access and Community Hospital implementing all of Cerner's solutions within 9 months. - Physician Order Entry project with long-term Cerner client 5 Hospital Network on the East Coast of the US	
Engagement Controller , June 2005 – June 2006	
- Project management support for various client implementations including: - Project event planning and execution - Project number and financial management and approval - Management of internal project team.	
Scheduling Delivery Consultant/Solution Architect , June 2003 – June 2005	
- Implementation of Cerner scheduling solution - Software configuration, design, and build - Client presentations, education, and training	
Education:	
Bachelor of Science, Business Administration	1999-2003
University of Kansas	

Sheila M. Richmeier, MS, RN, BC, FACMPE, CPHQ Mobile 913-634-0466 Sheila@RemedyHC.com	
Education and licensure: - Master of Science in Nursing Administration from University of Kansas School of Nursing, graduated December 2002. - B.S.N. from Fort Hays State University, graduated Magna Cum Laude. Member of Phi Kappa Phi and Nursing Honor Society, graduated December 1989. - Licensure as a registered nurse by the Kansas and Missouri.	
Professional experience:	
Founder and President Remedy Healthcare Consulting National consulting company working with medical practices including. Clinical transformation and efficiencies, practice management, different care models including patient centered medical home, practice redesign, metrics maximization. eLearning content for medical office staff developed from 2013-present.	Feb 2011 - present
Director of Clinical Transformation TransforMED Business development, project planning and scope, and resource allocation of new projects. Responsible for design and training of new facilitators and project managers. Oversight of project deliverables. Direct facilitation of practices.	March 2010 – Feb 2011
Practice Enhancement Facilitator TransforMED	Dec. 2008 to March 2010

National consulting position assisting primary care practices on

Transforming to a patient centered medical home. www.transforMED.com

- Practice Administrator
The Surgical Group of Kansas City Oct. 2005 to Nov 2008
5 general surgeons
Management of all operations, human resource, financial, business
office, clinical. Provided extensive improvement in all aspects of practice
including physician involvement in practice operations, collections, billing,
reporting, and procedure development.
- Dual role, Practice Administrator, Consultant April 2001 – Dec. 2004
Director of Education and Consulting Nov. 2003 – Dec. 2004
Medical Service Corporation, division of Kimco,
Wichita, Kansas City, Topeka offices
 1. Education for physician offices, physicians, residents. Frequent educational
programs given across states. Responsible for coordination and presentations. Presentations
included practice management, billing, leadership, clinical and business operations.
 2. Consulting for physician offices, including rural health clinics – clinical and operational focus
for medical practices throughout Kansas. Provided extensive support for management
including teaching and development of leadership abilities.
 3. Practice administrator - 4 physicians and 6 physician rural health family practice. Provided
practice management at two different sites. Extensive restructuring and improvement at both
sites. Worked extensively on developing mid-level management, billing, administrative &
clinical.

Professional accomplishments:

- Fellow Medical Practice Executive from the American College of Medical Practice Executives, Medical
Group Management Association.
- Board Certified by American Nurses Credentialing Center in Community Health.
- Book published August 2009, MGMA, *Leading the Clinical Team: A Comprehensive Guide to Optimizing
Productivity and Quality*.
- Book published March 2010, MGMA, *The New Healthcare Supervisor's Guide: The Secrets to Success*.
- Authored *Fast Facts: Medical Office Nursing* published with Springer Publishing, June 2010.
- Co-author on a series of transformation workbooks – Access, Care Management, Care Coordination,
published by TransformMED and MGMA in 2009-2010
- Author of various sections of the American Academy of Family Physicians Residency to Reality Project,
2009-2010.
- Authored Chapter 4 Management of Nursing Services, in *Physician Practice Management – Essential
Operational and Financial Knowledge*, published by Jones & Bartlett Learning, May 2012.

Certified Professional in Healthcare Quality by the National Association of Healthcare Quality, September 2022.

Keziah Utsler

Kezie@RemedyHC.com • (302) 540-9691 • [LinkedIn](#)

EDUCATION:

December 2010, B.S. Animal and Poultry Sciences, Virginia Tech, Blacksburg, VA.
Professional Certificate in Event Management, George Washington University, December
2019

PROFESSIONAL DEVELOPMENT:

- Site Selection, Hotel Operations and Suppliers, University of South Florida Meeting &
Event Planning Certificate Program, July 2014

- Contracts, Vendors and Negotiations, University of South Florida Meeting & Event Planning Certificate Program, August 2014
- Reopening & the Event Landscape on the Other Side of Covid-19, GWU, Aug 2020
- Be A Zoom Host, GWU, Aug 2020

TECHNICAL SKILLS:

- Developed and maintained company-wide tracking system via SmartSheet allowing accountability of workflows & reducing man-hours.
- Use of iSpring Suite and iSpring Learn to create and manage online training modules.
- Drafting of formal memos and letters in Word that would be sent to State of Maryland Department of Health and Mental Hygiene
- Creation and management of Excel spreadsheets for budgets and data collection/reporting
- Creation of Power Point presentations
- Using Outlook to perform complex scheduling for meetings that include external invitees.
- Drafting of emails with program content
- Comfortable with all online survey instruments and social media platforms

PROFESSIONAL EXPERIENCE:

Account Manager, CCS, August 2020 - Current

Program Manager, Remedy HealthCare Consulting, January 2014 – Current

- Provide implementation training for onboarding HUBs in the community health record.
- Create online training modules using iSpring Suite.
- Manage iSpring, Learn Press and Docebo Learning Management Systems
- Maintain and Track Continuing Education program through registration, payment, sign-in sheets, certificates, evaluations, and reporting.
- Create and distribute Team Tips Newsletter bi-monthly for practice education.
- Plan and coordinate events such as large collaborative meetings, conference calls, webinars and other meetings and events for provider and medical office staff education
- Coordinate setup of events, vendor negotiations, and prepare event materials.
- Responsible for sending of invitations and management of attendee lists.
- Manage event expenses within budget targets using excel spreadsheets.
- Assist clients of CareTeam eSolutions and eLearning in set up, problem solving and reporting.
- Provide orientation training for supervisors/staff for online modules.
- Run weekly reports and provide progress information while practices are completing modules.
- Manage team collaboration and company-wide tracking system via SmartSheet.
- Contact liaison for potential sales.
- Create custom designed web-based video presentations to be housed within an LMS.

Program Management Specialist, University of Maryland, School of Medicine, Baltimore, MD, February 2013 – May 2014

- Main contact person, through phone and email, for 52 practices and 5 grants and maintain program website and contact distribution lists resulting in client maintenance that funded the Maryland Learning Collaborative (MLC)
- Manage calendar for the MLC and the Director of MLC

- Collect, summarize, and graph evaluations after all events or educational sessions and create products for delivery that allow leadership to use graphed evaluations for program review and continuation decisions.
- Establish effective communication channels by liaising between the program and public officials within and outside the institution resulting in an increase of grant contracts.
- Coordinate with campus Continuing Medical Education department to assure CME credits for physician attendees for all programs.
- Assist in managing outcomes for five State of Maryland grants and contracts.
- Plan and coordinate events such as: 3 large collaborative meetings, 2 workforce trainings, 3 steering committee meetings, conference calls webinars and other meetings and events
- Collaborate with work team to finalize agenda and speaker lineups including securing of speaker bios and session descriptions.
- Coordinate setup of events, presentation preparation with PowerPoint and on-site management
- Prepare event materials, including layout, content, and printing.
- Responsible for sending of invitations and management of attendee lists.
- Manage event expenses within budget targets using excel spreadsheets.
- Recruit and coordinate exhibitors for events

Event Planning, Independent Contracting. 2012 – May 2014

- Plan and coordinate events such as: weddings, bridal showers, inaugural event for large orthopedic practice merger, specialty equine camps and other specialty events
- Work directly with selected hotel coordinators, caterers, and vendors.
- Responsible for securing selected venue, floor layout, hotel bookings, audio visual selection and hiring.
- Coordinate event budget, including venue rate negotiation and billing.
- Coordination of registration numbers so to optimize seating and capacity.
- Coordinate all communication with event attendees prior to and after
- Develop trusted relationships with selected vendors to guarantee payment and performance.

Inspector, Maryland Department of Agriculture. Annapolis, July 2011 – February 2013

- Independently manage a territory of eight counties, including 288 horse farms and 185 veterinary hospitals within the state of Maryland
- Carry out routine, unannounced, inspections for the Maryland Horse Industry Board (MHIB) and the State Board of Veterinary Medical Examiners (SBVME) and advise licensees on ways to improve horse farms and/or veterinary hospitals.
- Manage calendar and scheduling for program agendas.
- Create monthly reports on inspections to be presented at meetings to the MHIB and the SBVME and develop spreadsheets and data sheets for reports in excel.
- Review charging documents and letters sent to veterinarians and work with Attorney General's office in cases that require disciplinary action.
- Act as key liaison with state agency and with external organizations
- Work with Oracle database and other program data sources to create and distribute information.

- Strategic Planning and solutions; seek out horse farms and veterinary practices that are not licensed and bring them into compliance resulting in the highest number of licensed facilities for 2013.
- Investigate complaints against licensed horse farms and work with rescue agencies and animal control when necessary.
- Set up and run booths for the MHIB and act as spokesperson for the MHIB at events by speaking to attendees and answering questions.
- Participate as a key member of Marketing Committee of the MHIB that included event planning and promotion strategy