



## RFP No: 3778

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INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until **March 4, 2015 @ 3:00 p.m.** Central Time for the acquisition of the products/services described below for Mississippi State Department of Health.

Replacement of the Drinking Water State Revolving Loan Fund (DWSRF) Loan Information Control System (LICS)

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

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**The Vendor must submit proposals and direct inquiries to:**

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

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

PROPOSAL, SUBMITTED IN RESPONSE TO  
RFP NO. 3778  
due March 4, 2015 @ 3:00 p.m.,  
ATTENTION: Donna Hamilton

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

## ITS RFP Response Checklist

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RFP Response Checklist: These items should be included in your response to RFP No. 3778.

- \_\_\_\_\_ 1) One clearly marked original response and 4 identical copy/copies of the complete proposal. Label the front and spine of the three-ring loose-leaf binder with the Vendor name and RFP number. Include the items listed below inside the binder. Please DO NOT include a copy of the RFP in the binder.
- \_\_\_\_\_ 2) *Submission Cover Sheet*, signed and dated. (Section I)
- \_\_\_\_\_ 3) *Proposal Bond*, if applicable (Section I)
- \_\_\_\_\_ 4) *Proposal Exception Summary*, if applicable (Section V)
- \_\_\_\_\_ 5) Vendor response to *RFP Questionnaire* (Section VI)
- \_\_\_\_\_ 6) Point-by-point response to *Technical Specifications* (Section VII)
- \_\_\_\_\_ 7) Vendor response to *Cost Information Submission* (Section VIII)
- \_\_\_\_\_ 8) *References* (Section IX)

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**SECTION I  
SUBMISSION COVER SHEET & CONFIGURATION SUMMARY**

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

Name \_\_\_\_\_ Phone # \_\_\_\_\_  
Address \_\_\_\_\_ Fax # \_\_\_\_\_  
\_\_\_\_\_ E-mail \_\_\_\_\_

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

\_\_\_\_\_/\_\_\_\_\_  
**Original signature** of Officer in Bind of Company/Date

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

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**CONFIGURATION SUMMARY**

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

## **PROPOSAL BONDS**

A Proposal Bond is not required for this procurement.

## SECTION II PROPOSAL SUBMISSION REQUIREMENTS

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

1. Failure to follow any instruction within this RFP may, at the State's sole discretion, result in the disqualification of the Vendor's proposal.
2. The State has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
3. The Vendor's proposal must be received, in writing, by the office of **ITS** by the date and time specified. **ITS** is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened. Any proposal received with insufficient postage will be returned unopened.
4. Proposals or alterations by fax, e-mail, or phone will not be accepted.
5. Original signatures are required on one copy of the Submission Cover Sheet and Configuration Summary, and the Vendor's original submission must be clearly identified as the original. The Vendor's original proposal must include the Proposal Bond, (if explicitly required in Section IV).
6. **ITS** reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
7. **ITS** reserves the right to waive any defect or irregularity in any proposal procedure.
8. The Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by **ITS** is the official version and will supersede any conflicting RFP language submitted by the Vendor.
9. The Vendor must conform to the following standards in the preparation of the Vendor's proposal:
  - 9.1 The Vendor is required to submit one clearly marked original response and 4 identical copy/copies of the complete proposal, including all sections and exhibits, in three-ring binders.
  - 9.2 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the

- RFP cover page must be clearly typed and affixed to the package in a clearly visible location.
- 9.3 Number each page of the proposal.
  - 9.4 Respond to the sections and exhibits in the same order as this RFP.
  - 9.5 Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.
  - 9.6 If the Vendor does not agree with any item in any section, then the Vendor must list the item on the *Proposal Exception Summary Form*. (See Section V for additional instructions regarding Vendor exceptions.)
  - 9.7 Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with "NOT APPLICABLE."
  - 9.8 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
  - 9.9 When an outline point/attachment is a statement provided for the Vendor's information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the *Submission Cover Sheet* and providing a *Proposal Exception Summary Form*.
  - 9.10 Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.
  - 9.11 The Vendor must fully respond to each requirement within the *Technical Specifications* by fully describing the manner and degree by which the proposal meets or exceeds said requirements.
10. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. **Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost proposal may be grounds for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Vendor.** The Vendor must complete the *Cost Information Submission* in this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the *Cost Information Submission*.
  11. **ITS** reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing **ITS** staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to

provide the information in the manner required may, at the State's discretion, result in the disqualification of the Vendor's proposal.

12. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **ITS**.
13. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
  - 13.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.
  - 13.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.
  - 13.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
  - 13.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.
  - 13.5 The Vendor must submit a statement outlining the circumstances for the clarification.
  - 13.6 The Vendor must submit one clearly marked original and 4 copies of the clarification.
  - 13.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).
14. **Communications with State**

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

  - 14.1 The State's contact person for the selection process is: Donna Hamilton, Technology Consultant, 3771 Eastwood Drive, Jackson, MS 39211, 601-432-8114, Donna.Hamilton@its.ms.gov.

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

### SECTION III VENDOR INFORMATION

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

1. **Interchangeable Designations**

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

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

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

3. **Proposal as Property of State**

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

4. **Written Amendment to RFP**

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

[http://www.its.ms.gov/Procurement/Pages/RFPS\\_Awaiting.aspx](http://www.its.ms.gov/Procurement/Pages/RFPS_Awaiting.aspx)

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

5. **Oral Communications Not Binding**

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

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

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

7. **Evaluation Criteria**

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

8. **Multiple Awards**

ITS reserves the right to make multiple awards.

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

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

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

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

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

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

12. **Right to Request Information**

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

13. **Vendor Personnel**

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

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

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

14. **Vendor Imposed Constraints**

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

15. **Best and Final Offer**

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

attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.

16. **Restriction on Advertising**

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

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

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

18. **Additional Information to be Included**

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

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

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

## SECTION IV LEGAL AND CONTRACTUAL INFORMATION

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

1. **Acknowledgment Precludes Later Exception**

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

2. **Failure to Respond as Prescribed**

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

3. **Contract Documents**

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

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

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

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

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

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

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

4. **Order of Precedence**

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

5. **Additional Contract Provisions**

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

6. **Contracting Agent by Law**

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

7. **Mandatory Legal Provisions**

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

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

8. **Approved Contract**

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

9. **Contract Validity**

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

10. **Order of Contract Execution**

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

11. **Availability of Funds**

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

12. **CP-1 Requirement**

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

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

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

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

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

14. **Time For Negotiations**

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

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

Vendor related to such exceptions noted in Vendor's proposal shall be submitted three (3) working days prior to scheduled negotiations, unless **ITS** consents to a different period.

15. **Prime Contractor**

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

16. **Sole Point of Contact**

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

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

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

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

17. **ITS Approval of Subcontractor Required**

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

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

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

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

22. **Equipment Condition**

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

23. **Delivery Intervals**

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

24. **Pricing Guarantee**

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

25. **Shipping Charges**

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

26. **Amortization Schedule**

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

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

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

28. **Ownership of Developed Software**

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

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

29. **Ownership of Custom Tailored Software**

In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs of the State, the Vendor must offer the State an application license

entitling the State to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.

30. **Terms of Software License**

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

31. **The State is Licensee of Record**

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

32. **Compliance with Enterprise Security Policy**

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

The Enterprise Security Policy is available to third parties on a need-to-know basis and requires the execution of a non-disclosure agreement prior to accessing the policy. The Vendor may request individual sections of the Enterprise Security Policy or request the entire document.

Vendor must provide contact information (name, email address, phone number) to the State's contact in Section II, Item 14.1 who will coordinate the secure delivery of the requested information.

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

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

34. **Disclosure of Proposal Information**

Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated. All disclosures of proposal information will be made in compliance with the **ITS** Public Records Procedures established in accordance with the Mississippi Public Records Act. The **ITS** Public Records Procedures are available in Section 019-010 of the **ITS** Procurement Handbook, on the **ITS** Internet site at:

<http://dsitspe01.its.ms.gov/its/procman.nsf/f4ad43bd44ad9d8c86256daa0063e1f0/bb780b5a8360c3138625765d004e4aff?OpenDocument> or from **ITS** upon request.

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

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

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

35. **Risk Factors to be Assessed**

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

36. **Proposal Bond**

The Vendor is not required to include a proposal bond with its RFP proposal. Vendor is specifically disallowed from taking exception to the proposal bond requirement.

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

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

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

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

or institution to be detrimental, abusive, or offensive to any of the staff or student body of any State agency or institution will be asked to leave the premises and can be suspended from further work on the premises.

39. **Protests**

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

<http://dsitspe01.its.ms.gov/its/procman.nsf/f4ad43bd44ad9d8c86256daa0063e1f0/f227957c9c49a38a8625767900790c4e?OpenDocument> or from **ITS** upon request.

40. **Protest Bond**

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the **ITS** Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the **ITS** Protest Procedure and Policy. The outside of the envelope must be marked "Protest" and must specify RFP number **3778**.

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

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

41. **Mississippi Employment Protection Act**

Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its

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

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

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

## SECTION V PROPOSAL EXCEPTIONS

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

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

standard terms and conditions of the State's RFP, including the *Standard Contract* in Exhibit A, if included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

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

**PROPOSAL EXCEPTION SUMMARY FORM**

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

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

## SECTION VI RFP QUESTIONNAIRE

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

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

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

[https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda\\_e\\_suco\\_sreq?sap-client=100](https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreq?sap-client=100)

Additional Vendor information can be found at the following link:

[http://www.mmrs.state.ms.us/vendors/Supplier\\_\(Vendor\)\\_Self-Service.shtml](http://www.mmrs.state.ms.us/vendors/Supplier_(Vendor)_Self-Service.shtml)

Vendors who have previously done business with the State should furnish **ITS** with their MAGIC Vendor code.

MAGIC Vendor Code: \_\_\_\_\_

- 1.2 **Vendor Self-Certification Form:** The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Vendor review the State of Mississippi Minority Vendor Self Certification Form. This information is for tracking/reporting purposes only, and will not be used in determining which Vendor will be chosen for the project. Any Vendor who can claim status as a Minority Business Enterprise or a Woman Business Enterprise in accordance with the definitions on this form and who has not previously submitted a form to the State of Mississippi should submit the completed form with the proposal. A copy of the Minority Vendor Self-Certification Form can be obtained at: [http://www.mississippi.org/assets/docs/minority/minority\\_vendor\\_selfcertform.pdf](http://www.mississippi.org/assets/docs/minority/minority_vendor_selfcertform.pdf). Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at [minority@mississippi.org](mailto:minority@mississippi.org).

Minority Vendor Self-Certification Form Included: \_\_\_\_\_  
Minority Vendor Self-Certification Form Previously Submitted: \_\_\_\_\_  
Not claiming Minority/Women Business Enterprise Status: \_\_\_\_\_

2. **Certification of Authority to Sell**

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

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

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

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

4. **Pending Legal Actions**

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

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

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

6. **Order and Remit Address**

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

Order Address:

Remit Address (if different):

7. **Web Amendments**

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

[http://www.its.ms.gov/Procurement/Pages/RFPS\\_Awaiting.aspx](http://www.its.ms.gov/Procurement/Pages/RFPS_Awaiting.aspx)

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

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

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

## SECTION VII TECHNICAL SPECIFICATIONS

### 1. How to Respond to this Section

- 1.1 Beginning with Item 2.1 of this section, label and respond to each outline point in this section as it is labeled in the RFP.
- 1.2 The Vendor must respond with “ACKNOWLEDGED,” “WILL COMPLY” or “AGREED” to each point in this section. In addition, many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the State’s sole discretion, being subject to disqualification.
- 1.3 “ACKNOWLEDGED” should be used when no vendor response or vendor compliance is required. “ACKNOWLEDGED” simply means the vendor is confirming to the State that he read the statement. This is commonly used in the RFP sections where the agency’s current operating environment is described or where general information is being given about the project.
- 1.4 “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the vendor will adhere to the requirement. These terms are used to respond to statements that specify that a vendor or vendor’s proposed solution must comply with a specific item or must perform a certain task.
- 1.5 If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED,” then the Vendor must respond with “EXCEPTION.” (See Section V, for additional instructions regarding Vendor exceptions.)
- 1.6 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 1.7 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

### 2. Mandatory Provisions in Technical Requirements for this RFP

- 2.1 Certain items in the technical specifications of this RFP are MANDATORY. Vendors are specifically disallowed from taking exception to these mandatory requirements, and proposals that do not meet all mandatory requirements are subject to immediate disqualification.
- 2.2 Mandatory requirements are those features preceded with “**MANDATORY**” in Section VII, *Technical Specifications*. “Meeting a mandatory requirement” means the Vendor proposed solution either exceeds the specification or the functionality exists in the base version of software package.

### 3. **General Overview and Background**

The Mississippi State Department of Health (MSDH) is seeking a qualified Vendor to provide an integrated Loan Information Control System (LICS) for MSDH to support the Drinking Water State Revolving Loan fund (DWSRF) initiative.

The Mississippi State Department of Health's (MSDH) primary charge is to provide statewide services directed at the prevention of diseases and the protection and promotion of the health status of all Mississippians. The agency supports clinics throughout the state in nine (9) public health districts and in all eighty-two (82) counties. MSDH, the leading public health agency in the state, has an important mission to serve and protect the public health of citizens of Mississippi. MSDH is a centralized system with clinics in 81 of 82 counties, organized into nine administrative districts with oversight from the central office. The local health departments provide some prevention services to the underserved population.

The mission of the MSDH's Bureau of Public Water Supply is to ensure safe drinking water to the 2.8 million citizens of Mississippi who utilize the state's public water supplies by strictly enforcing the requirements of the Federal and State Safe Drinking Water Acts (SDWAs).

The Safe Drinking Water Act (SDWA) Amendments of 1996 authorize a Drinking Water State Revolving Fund to assist public water systems to finance the costs of infrastructure needed to achieve and/or maintain compliance with SDWA requirements and to protect public health objectives of the Act.

In addition to authorizing the infrastructure fund, the SDWA Amendments also establish a strong new emphasis on preventing contamination problems through source water protection and enhanced water systems management. That emphasis transforms the previous law from a largely after-the-fact regulatory oriented program into a statute that can provide for the sustainable use of water resources.

The Drinking Water State Revolving Fund (DWSRF) program will help ensure that the nation's drinking water supplies remain safe and affordable, that drinking water systems that receive funding will be properly operated and maintained, and that permanent institutions will exist in each state to provide financial support for drinking water needs for many years to come. Congress has placed particular emphasis on assisting smaller drinking water systems under the DWSRF, to ensure that these systems have adequate technical, managerial, and financial resources to come into or maintain compliance and provide safe drinking water.

The DWSRF is fundamentally a State program. Each State has considerable flexibility to determine the design of its program and to direct funding toward its most pressing compliance and public health protection needs; only minimal Federal requirements are imposed.

The State of Mississippi Legislature under Section 41-3-16 of the Mississippi Code of 1972 authorized the Local Governments and Rural Water Systems Improvements Board to implement two loan programs, the Emergency Loan Program, and the Improvement

Loan Program. For counties and municipalities, loans will be repaid by the withholding of homestead exemption tax loss reimbursements or sales tax distributions by the State Tax Commission, thereby avoiding the need to transmit a monthly repayment; other entities will have a monthly payment.

The Improvements Revolving Loan Fund Program is intended to provide low interest loan funding to counties, municipalities, districts and other water organizations that are tax exempt, for the construction of new water systems, the expansion or repair of existing water systems, or the consolidation of new or existing water systems. There is no set limit on the amount of a loan; however, a maximum amount may be set at the discretion by the Local Governments and Rural Water Systems Improvements Board, as long as expenses meet program guidelines. Funds from a loan may be coupled with funds from other sources to meet other needs of the overall project. The present interest rate is 1.95% amortized over a 20 year period beginning at project completion. The loan process will take 6 to 8 months.

The Emergency Loan Program is intended to provide emergency loans to counties, municipalities, districts, or other water organizations that are tax exempt, for the repair, replacement, or construction of drinking water projects that meet the Board's definition of emergency, as defined by the Board's regulations for this program. There is no set maximum loan limit for an emergency loan. The present interest rate is 2.0% amortized over a 5 year period beginning after project completion. Applications are considered on a "first come, first served" basis, and loans will be processed to qualified projects until all available funds are obligated. The loan process takes 30-60 days with provisions for work to begin while the application is being processed.

As a condition of receiving the DWSRF Capitalization grants, the SDWA requires that each state annually prepare an Intended Use Plan (IUP) designed to outline how a state will utilize DWSRF funds to assist in protecting public health. The Drinking Water Systems Improvements Revolving Loan Fund (DWSIRLF) consists of both state and federal funds. Federal funds are provided to the states in the form of a yearly awarded Capitalization (Cap) grant. Each state's allotment of grant funds is based on a survey by the Environmental Protection Agency (EPA). The EPA Needs Survey is performed every four years.

States are required to provide a match of the Federal grant funds totaling 20% of the federal grant amount; the State match is required to be deposited into the Fund and this match has historically been provided through the issuance of State bonds. The purpose of this IUP is to convey the State of Mississippi's (State) DWSRF plan to EPA, other state agencies, the state's public water supplies, and the general public.

**4. Procurement Project Schedule**

| <b>Task</b>                             | <b>Date</b>                        |
|---|------------------------------------|
| First Advertisement Date for RFP        | 01/27/15                           |
| Second Advertisement Date for RFP       | 02/03/15                           |
| Deadline for Vendor's Written Questions | 3:00 p.m. Central Time on 02/09/15 |

|  |                     |
|--|---------------------|
| Deadline for Questions Answered and Posted to ITS Web Site | 02/20/15            |
| Open Proposals   | 03/04/15            |
| Evaluation of Proposals                                    | 03/04/15 – 03/27/15 |
| Contract Negotiation                                       | 03/30/15 – 04/17/15 |

**5. Statement of Understanding**

- 5.1 Vendors may request additional information or clarifications to this RFP using the following procedure:
  - 5.1.1 Vendors must clearly identify the specified paragraph(s) in the RFP that is in question.
  - 5.1.2 Vendor must deliver a written document to Donna Hamilton at ITS by Monday, February 9, 2015 at 3:00 p.m. Central Time. This document may be delivered by hand, mail, email, or fax. Address information is given on page one of this RFP. The fax number is (601) 713-6380. ITS WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF QUESTION DOCUMENTS. It is solely the responsibility of the vendor that the clarification document reaches ITS on time. Vendors may contact Donna Hamilton to verify the receipt of their document. Documents received after the deadline will be rejected.
- 5.2 All questions will be compiled and answered, and a written document containing all questions submitted and corresponding answers will be posted on the **ITS** web site by close of business on Friday, February 20, 2015.
- 5.3 The Vendor must carefully detail the manner and degree by which the proposal meets or exceeds each specification. Vague or inconclusive responses may be judged as non-responses within the context of this evaluation.
- 5.4 The State deems performance of the Vendor on existing contracts and support after the sale to be of critical importance. Therefore, in the evaluation process for contract award of this RFP, Vendors with good performance ratings on existing accounts will be at a decided advantage, while Vendors with poor performance ratings will be at a decided disadvantage or be subject to disqualification at the discretion of the State.
- 5.5 The Vendor must understand and provide information in his response to support a deliverable-based project. The Project Work Plan should define and denote milestones and deliverables, both paid and unpaid, for the entirety of the project. The Cost Information Summary should define and denote deliverables for which, upon acceptance Vendor expects to be paid.
- 5.6 The Vendor must provide all software components and implementation services (data conversion, installation, training, support and other services)

with sufficient knowledge transfer to MSDH personnel as necessary for turnkey implementation of the proposed solution.

- 5.7 MSDH will be responsible for acquiring the appropriate hardware and equipment necessary to support the Loan Management System based on the technical architecture and infrastructure design developed by the awarded Vendor.
- 5.8 MSDH requires a Commercial Off the Shelf (COTS) approach to this procurement, placing strong emphasis on acquiring a field-proven, mature product with a good client base from an experienced Vendor. Although the Vendor should be prepared to customize the proposed system to meet the requirements detailed in this RFP, MSDH is not anticipating a major customization effort.
- 5.9 While a mature, field-proven product is being sought, MSDH also requires a system that is not at the end of its product life cycle and that also reflects the best practices of the industry. Additionally, the technology platform (database engine, operating platform, etc.) for the proposed product must not be at the end of its life cycle.
- 5.10 MSDH desires that the Loan Information Control System (LICS) be hosted by the Vendor. Vendors must be able to provide references demonstrating experience providing the proposed solution in a hosted environment. Vendors are welcome to propose a solution that may be hosted locally by the State. This in-house alternative is much less desirable than one hosted by the Vendor, because MSDH is not technically staffed to support such an operation. As such, in-house alternatives will be given consideration only in the instance that MSDH finds no viable Vendor-hosted solution through the RFP process. The State reserves the right to select a non-hosted solution.
  - 5.10.1 Vendor must indicate whether the proposed solution will be hosted based on the Application Service Provider (ASP) or Software-as-a-Service (SaaS) model.
  - 5.10.2 Vendor must indicate all costs associated with the appropriate model in Section VIII, Cost Information Submission, including licensing costs if applicable.
- 5.11 The existing Loan Information Control System (LICS) was transferred to MSDH from the Mississippi Department of Environmental Quality. As stated above, the solution is Oracle-based which is an agency standard at MDEQ but not MSDH. MSDH does not have staff with the Oracle expertise necessary to maintain the system; therefore, any Agency-hosted proposed solution must be compatible with MSDH's existing hardware and platforms.

## 6. Vendor Qualifications

The Vendor must provide a description of his organization with sufficient information to substantiate proven expertise in the products and services being requested in this RFP

for all phases of the project. Vendor must address each of the elements specified below.

- 6.1 The Vendor must disclose any company restructurings, mergers, and acquisitions over the past three (3) years.
- 6.2 The Vendor must specify the location of the organization's principal office and the number of executive and professional personnel employed at this office.
- 6.3 The Vendor must state the number of years the Vendor has been providing the products and services being proposed.
- 6.4 The Vendor must specify the organization's size in terms of the number of full-time employees, the number of contract personnel used at any one time, the number of offices and their locations, and structure (for example, state, national, or international organization).
- 6.5 The Vendor must specify the Vendor's relationship to any parent firms, sister firms, or subsidiaries.
- 6.6 The Vendor must provide the name and the state of incorporation, if incorporated.
- 6.7 The Vendor must describe the products and services being provided and the stage of development of those products and services.
- 6.8 The Vendor must indicate the number of clients for which his company is currently providing maintenance and support. Discuss the geographic distribution of these clients.
- 6.9 The Vendor must provide a copy of their company's most recent annual report, including consolidated balance sheets and related statements of income, stockholders' or partners' equity and changes in financial position, for each of the three (3) fiscal years preceding the end of the most recent fiscal year. The financial information listed above should be compiled, reviewed, and/or audited by a Certified Public Accountant.
- 6.10 Vendor must provide an organizational chart identifying all personnel proposed for this project.
- 6.11 Vendor must provide a resume for each of their staff members participating on this project. Resumes must reflect qualifications and recent experience relevant to the scope of the work indicated in this RFP. Resumes must include at least three (3) references that can be directly contacted to verify the individual's qualifications and experience.
- 6.12 Vendor must ensure that each staff member assigned to this project has the ability to communicate clearly in the English language both verbally and in written form.

- 6.13 Vendor must disclose if any of the personnel proposed for this project are independent consultants, subcontractors, or acting in a capacity other than an employee of the Vendor submitting the proposal.
- 6.14 **MANDATORY** – At least one (1) of the Vendor’s references, as outlined in Section IX of this RFP, must identify a public entity (city, state, province or country) in which the Vendor has implemented a Loan Management System for an entity similar to the Bureau that includes the modules listed in this RFP. Please include the name, title, telephone number and e-mail of a contact person in the state or province named.
- 6.14.1 Preference may be given to Vendors with more than one (1) successful similar public entity installation. (Note: A proposing Vendor must have a successful installation of a Loan Management System in at least one state or province in order to be eligible for consideration.)

## 7. Project Management

- 7.1 Vendor must commit a dedicated Project Manager for the duration of the project implementation. The Project Manager must have sufficient prior experience to address the specifics of this project. Vendor must include details to substantiate this experience.
- 7.2 The Project Manager must be named in the Vendor’s RFP response and must be available for interview by the MSDH as part of this RFP evaluation.
- 7.3 Vendor must submit, as a part of this proposal, a high-level Project Work Plan that outlines the overall strategy and approach to providing the requested System and services. The Plan must contain all significant work steps required for provision of the requested services. Timeframes must be specified in terms of work days or weeks after contract signing. The Plan must include the elements listed below.
- 7.3.1 The Plan must incorporate all tasks to be accomplished;
- 7.3.2 The Plan must address all project deliverables, including implementation, acceptance testing, schedule for actual testing and go-live date;
- 7.3.3 The Plan must include resource estimates for both the Agency and Vendor timelines; and
- 7.3.4 The Plan must address assumptions that the Vendor has made based on the information rendered in these specifications.
- 7.4 Upon contract award, the Vendor’s Project Manager must work with the Agency to develop a more detailed Project Work Plan to guide the System’s implementation.

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

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

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

## 8. **Functional Requirements**

8.1 The proposed solution must perform these activities on a regular basis; the system must be able to complete or assist in these activities or processes.

8.1.1 The system must allow for the creation of an initial loan with all the necessary terms and conditions. (Note: Once a loan is created it is usually modified by amendment after bids ("as-bid" amendment) are received. Contracts and contractors are selected and tracked with construction starting shortly thereafter. In the construction phase, payment requests and change orders are frequent.)

8.1.1.1. The system must track deadlines (dates) as defined in the loan schedule and give alerts of approaching deadlines.

8.1.1.2. The deadlines (dates) must be dynamic to allow changes when schedules are amended.

8.1.1.3. The system must allow for the tracking of construction contract cost and time from initial execution, through approved change orders, to the final.

8.1.1.4. System must monitor the drawdown of line item budget costs as it relates to the loan budget.

8.1.1.5. Loan budget must be dynamic to allow changes when the budget is amended.

8.1.1.6. The System must provide the ability to create checklists that can be used to mark off completion of various requirements during the project.

8.1.1.7. The System must provide the ability to assign individuals that are associated with a project and assign project roles.

- 8.1.1.8. The System must provide the able to calculate a standard amortization schedule for each project.
  - 8.1.1.9. The System must provide the ability to generate reports from the project data.
  - 8.1.1.10. The System must provide the ability to generate standard documents from the entries in the system.
  - 8.1.1.11. The System must provide the ability to track payment processing.
  - 8.1.1.12. The System must provide the ability to incorporate calculation spreadsheets to calculate various costs during the project.
  - 8.1.1.13. The System must provide the ability to archive scanned documents.
- 8.1.2 Once a loan is created the system must be able to track all the reporting requirements until the loan is completed:
- 8.1.2.1. Ability to search and generate reports from the data to complete the required reports to EPA (Annual Report, Capitalization (Cap) Grant Application, NIMS Report, Intended Use Plan (IUP).
  - 8.1.2.2. Ability to search and generate reports from the data to complete the required reports to the governing Board (Monthly Funds Report, Quarterly Report).
  - 8.1.2.3. Ability to search and generate reports from the data to obtain principal, interest, repayments, administration fee diversions to the administration account, etc.
  - 8.1.2.4. Ability to track payments to Technical Assistance contractors, identifying the various funding sources where the payments were obtained and project average payments.
  - 8.1.2.5. Ability to monitor the drawdown of each contractor's budget costs as it relates to their contract.
  - 8.1.2.6. Ability to pull necessary data for the GAAP audit.
  - 8.1.2.7. Ability to pull necessary data for the program's single audit.

- 8.1.2.8. Ability to access the necessary data to complete the standard loan agreement documents for a project.
  - 8.1.2.9. Ability to input the recipient's Funding Requests/ Ranking form information.
  - 8.1.2.10. Ability to capture SRF contract amounts and DBE subcontract amounts for the purpose of producing required quarterly and bi-annual reports. (Currently this data is kept manually to produce these reports)
  - 8.1.2.11. Ability to auto-populate information from the database into standard forms from EPA or general agency forms already established to capture certain data.
  - 8.1.2.12. Ability to input the information into standard forms from EPA or general agency forms already established to capture certain data.
  - 8.1.2.13. Ability to incorporate the present Microsoft Access data into the new system.
- 8.1.3 The System must provide the ability to accomplish the following financial processes, including current tracking spreadsheets and reports used by the financial side of the Drinking Water SRF Loan Program.
- 8.1.3.1. Process Loan Payment Requests- When a loanee's payment request is received a payment request document is generated that includes the funding source codes from which the funds will be disbursed and amount(s) per code. This payment request voucher accompanies the loanee's payment request document when submitted to our Finance Dept. for payment. See Attachment 1.
    - 8.1.3.1.1 Maintain a chronological history of all payment requests processed with the funding codes from which the funds were disbursed.
    - 8.1.3.1.2 Maintain the chronological history also indicating the remaining balances in the various funding codes based on the current budget year. See Attachment 2.
    - 8.1.3.1.3 Maintain the chronological history of the loan. (Once the disbursement is made, the

date is entered into the chronological history section for reference should the loanee call regarding their payment.)

- 8.1.3.2. Loan Repayments- Maintain a history documenting when a loanee completes the construction phase of their project and signs the final loan agreement, add the loanee's amortization schedule to the repayment workbook. (The amortization schedule includes a column to document the date each repayment is received. It also includes a running balance remaining for the loan's administration fee which is diverted from the loanee's monthly repayment's interest portion until the 5% fee is fully recovered).
  - 8.1.3.1.4 Provide a workbook to monitor overdue repayments; projected yearly repayments through the life of the loans; daily, monthly, and quarterly deposits; monthly administrative fee receipts; loanee repayments based on the loanee's fiscal year (for their auditing purposes); the daily deposit workbook must use the information in this workbook. See Attachment 3.
- 8.1.3.3. Deposits- Generate a deposit slip from the loan Repayment amortization schedules for loanees. It must display the loanee's name, loan number, monthly repayment amount, which payment# and month/year the repayment is for, the administrative fee diverted; the budget codes for the deposited amounts. See Attachment 4.
- 8.1.3.4. The System must provide the ability to accept (manually or electronically) deposit information provided by the Department of Revenue. The DOR emails a listing of loanees, their loan numbers and amount of the deposits. See Attachment 5.
- 8.1.3.5. The System must provide the ability to generate a quarterly report showing each loanee's monthly deposit amount and how much is to be diverted to the Administrative Fee fund and how much should be deposited to our regular Fund. See Attachment 5.
- 8.1.3.6. Contractor payments - Must be able to generate reports on contractor payments; disbursements; balances and budget codes. (Contracts for

technical services are let on a yearly /bi-yearly schedule. A spreadsheet generated for each contract monitors monthly disbursements; the balance remaining in each contractor's yearly contract; and the budget codes and amounts for each contractor based on the current year's budgeted amounts.) See Attachment 6.

8.1.3.7. Loan Information Control System (LICS) – Must be able to access and report out: loanees' contact information (representative, engineer and phone numbers); disbursement reports which show processing dates, payment dates, amounts and general (not detailed) budget codes; the yearly single audit tracking report which provides information on each loanee's receipt of funds based on their fiscal year; all loan disbursements by SFY; first loan disbursement by SFY, completed projects during the FFY; completed projects historical; project financial report; binding commitments by quarter; binding commitments by ACH payments . See Attachment 7.

8.1.3.8. Loan Funding Authorization (LFA) Information – Must be able to generate an LFA form for each loan agreement processed (initial, amended, final). (This form is used to verify to our Finance Department that we have enough funds to award to the loanee. It keeps a running balance of federal and state match funds, repayments and interest received, deobligated funds, and the amount of the loan award being made.) See Attachment 8.

8.1.3.9. Monthly Funds Report - Must be able to generate a Monthly Funds Report that provides information on federal and state funds received or projected to be received during the FFY, interest and repayments (actual and projected), awards to be made, increase/decrease loan agreements made/to be made during the year. It gives an anticipated total amount available to be loaned out as compared to the total amount of loans on the Priority List and Planning List. See Attachment 9.

8.2 The Vendor must provide management consulting services and lead facilitated sessions with the MSDH to develop a robust and integrated Loan Information Control System (LICS) for MSDH to support the Drinking Water State Revolving Loan fund (DWSRF) initiative.

- 8.3 Vendor must explain whether the proposed system can provide the following functionality:
- 8.3.1 Loan Payment Requests;
  - 8.3.2 Loan Repayments;
  - 8.3.3 Deposits;
  - 8.3.4 Department of Revenue Deposits;
  - 8.3.5 Contractor Payments;
  - 8.3.6 Loan Information Control System;
  - 8.3.7 Loan Funding Authorization (LFA) Form;
  - 8.3.8 Monthly Funds Report;
  - 8.3.9 Loan Application Review;
    - 8.1.3.10. Project Manager verifies that various application documents are present and accounted for including necessary ordinances, intergovernmental reviews, and loan terms;
  - 8.3.10 Payment Requests;
    - 8.1.3.11. Initial start of the payment request process detailed above. Project manager receives the request breakdown which includes timeframes, cost in various categories that correspond to the original loan agreement breakdown;
  - 8.3.11 Various process checklists that aid staff to ensure that generate various documents and certifications are accounted for and regulations are satisfied;
  - 8.3.12 As project managers, their role is to keep a project on task by setting various deadlines in line with regulatory requirements. The deadlines are determined and set in the initial loan agreement. The Vendor must discuss whether the proposed system provides functionality to help staff track deadlines associated with a particular loan agreement;
  - 8.3.13 Change Order Processing – Change orders happen to specific contracts within a specific loan. They can increase or decrease time or costs. Those should be tracked in conjunction with the loan ceilings in the loan agreement categories in the software application;

- 8.3.14 Construction Observations – Logging information into a system for reporting activities at observation;
  - 8.3.15 DWSRF Intended Use Plan (IUP) including the priority system;
  - 8.3.16 DWSRF Capitalization Grant Application to EPA;
  - 8.3.17 DWSRF NIMS Report to EPA;
  - 8.3.18 DWSRF Annual Report to EPA;
  - 8.3.19 DWSRF Disadvantaged Business Enterprises (DBE) documentation and reports;
  - 8.3.20 Environmental Protection Agency (EPA) Projects & Benefits Report (PBR) – Vendor must describe and discuss whether the proposed solution provides the ability to transfer data to EPA;
  - 8.3.21 System Interfaces – Vendor must describe and discuss the ability of the proposed solution to interface with other systems used by the State (e.g., MAGIC Financial System).
- 8.4 Must be able to generate, at a minimum various reports that are routinely utilized in the program. Data contained in the reports should be captured in the System. Examples are provided for guidance and assistance
- 8.4.1 Standard Loan Agreement (Page 124 – Budget Breakdown; Page 126 - Loan Conditions). See Attachment 10.
  - 8.4.2 Contract Change Order per Contract per Loan (For Time, Cost, or Both). See Attachment 10, page 130.
  - 8.4.3 Payment Request by Loan Recipient (w/Budget breakdown, pay periods, and cumulative conditions). See Attachment 10, page 131.
  - 8.4.4 Loan Amendment (for revising the loan based on the as-bid amendments). See Attachment 10, page 132.
  - 8.4.5 Loan Award code sheet (Most of the captured information is used in NIMS reporting). See Attachment 10, page 133.
  - 8.4.6 Charge Order Log (one per contract per loan with multiple contracts possible). See Attachment 10, page 134.
  - 8.4.7 Observation Report. See Attachment 10, page 135.
- 8.5 The System must possess the flexibility to enable MSDH to implement statutory, policy and operational changes inherent in their dynamic regulatory and customer service environment with ultimate ease and at least cost.

- 8.6 The System must possess flexible query and reporting capabilities for ad hoc, on-demand and cyclic information access and presentation.
- 8.7 The System must be extremely user-friendly with onscreen help and tutorial features.
- 8.8 The Vendor must offer competent, experienced consulting services to analyze the MSDH's current system, including database, business rules, forms, data entry/inquiry screens and reports; and effectively map them into the replacement system.

**9. Technical Requirements – Vendor Hosted Option**

The Vendor must propose hosting and consulting services for MSDH's Loan Information Control System under a hosted arrangement at the Vendor's site. Vendor must fully describe the manner and degree by which their proposal meets the following minimum requirements. (As an alternative, Vendor may propose a solution that MSDH would have to host in-house, see Item 10 below.)

- 9.1 The Vendor must provide a services package consisting of application hosting, network telecommunications, applications and system software, pre-installation analysis and design, applications profiling, database migration, staff training, ongoing technical support and implementation of associated methods and procedures for the adaptation of the proposed system by MSDH.
- 9.2 The Vendor must describe in detail how the application hosting services are being proposed. This detail must include specifications and manufacturers of the System hardware, software, and network configuration being proposed. Software must include release and version numbers.
- 9.3 The host and network links must be configured with sufficient speed and capacity to drive the System loaded with prime-shift (8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday) staff end-users. Vendor must discuss what assumptions were taken into account in devising the proposed host and network configurations.
- 9.4 The Vendor must specify the minimum and recommended PC workstation, operating software and browser specifications necessary for the Agency end-users to access the System. Agency workstations should not require special client software.
- 9.5 Vendor must address to what degree the System is able to accommodate PC workstations using Windows XP, Vista and Windows 7 operating systems.
- 9.6 Vendor must identify the maximum number of concurrent users and describe the maximum system load that the standard host system will support.

- 9.7 Vendor must afford the Agency with adequate facilities that will support their present staffing level with expandability to accommodate a 50% growth over the life of the hosting agreement.
- 9.8 Vendor must complete daily backups of the system and indicate how often these backups are tested each year.
- 9.9 Vendor must propose and adhere to a mutually agreed upon disaster recovery plan, as part of this project.
- 9.10 The Vendor must specify what degree of custom programming is being proposed in order for the hosted system to meet the requirements of this RFP.
- 9.11 Vendor must maintain the confidentiality of all Loan Information Control System information. Vendor may only access or use this information in the course of providing services to the Agency.
- 9.12 Vendor must provide the System under a service level agreement with a guaranteed uptime of at least 99%, 24 hours a day by 7 days a week, subject to credits or refunds for uptime of less than the guaranteed availability. In the event that the Agency is unable to achieve the 99% application availability for a given month, Vendor shall reimburse Agency 25% of the monthly fee.
- 9.13 Vendor must agree that upon termination or expiration of the awarded contract that transition of operations from the Vendor to the Agency or to a successor will be accomplished at no expense to the Agency, and with minimal interruption of the site's accessibility and insignificant changes in the site's appearance and functionality. The System database, together with all work-products developed by the Vendor for the Agency including: screens, forms, reports, documents and web pages shall remain the property of the State and shall be transferred to the Agency upon contract termination. Vendor must fully describe this process.

**10. Technical Requirements – Agency Hosted Option**

- 10.1 The Vendor must identify all equipment required by their solution to assure proper operation.
- 10.2 For the proposed solution, the Vendor must specify:
  - 10.2.1 The recommended server architecture including a diagram of a typical environment.
  - 10.2.2 Minimum server or desktop requirements (CPU, memory, disk space, etc.)
- 10.3 The proposed solution must comply with PHIN IT Security and Critical Infrastructure Protection requirements.

- 10.4 The proposed database must be Microsoft SQL Server.
- 10.5 The client must be browser-based. The Internet browser to be incorporated into the client should be Microsoft Explorer 7 or higher.
- 10.6 Any functions requiring e-mail (e.g. alerts) must be compatible with SMTP.
- 10.7 The Vendor must provide automatic job scheduling capabilities that will allow Server Administration to define (add), modify, disable, and delete scheduled reports or utility programs.
- 10.8 Rapid Solution Simulations will take place in the MSDH environment and be delivered to MSDH Office of Health Informatics (OHI) for Test, QA, and Production Deployments.
- 10.8.1 Deployment team will work on VM's with identical environments housed in a data center rated with 99.9% uptime (Three 9's).
- 10.8.2 Vendor will supply their own licenses (e.g. development tools).
- 10.9 The Vendor solution must integrate with automatic job scheduling capabilities that will allow Server Administration to define (add), modify, disable, and delete scheduled reports or utility programs.
- 10.10 If any component(s) necessary for operation of the requested system is omitted from Vendor's proposal, Vendor must be willing to provide the component(s) at no additional cost.
- 10.11 The proposed solution must comply with the following state and federal standards:
- Health Insurance Portability and Accountability Act (HIPAA)  
<http://www.hhs.gov/ocr/hipaa/>
  - Health Level Seven (HL7) version 2.5 Standards for Messaging and the Reference Information Model (RIM))  
<http://www.hl7.org/>
  - Logical Observation Identifiers Names and Codes (LOINC) laboratory terminology standards  
<http://www.regenstrief.org/loinc/>
  - The Systematized Nomenclature of Medicine (SNOMED)  
<http://www.snomed.org/>
- 10.12 If any component(s) necessary for operation of the requested system is omitted from Vendor's proposal, Vendor must be willing to provide the component(s) at no additional cost. This includes, but is not limited to, all cabling, connectors, raceway, etc. necessary to render the configuration fully operational.

**11. Database Requirements – Agency-hosted Option**

- 11.1 Database designs are required to be based on the Microsoft SQL Server 2008 R2 or SQL Server 2012. Microsoft Access designs will not be accepted.
- 11.2 Vendor will comply with the MSDH Standard Database Design Lifecycle provided in Exhibit B that includes the Test, QA, and Production environments and migration paths.
- 11.3 MSDH databases will reside in a central server instance of the RDBMS that is physically located in the MSDH Data Center. The application cannot reside on the database server. It must be separated onto a different server from the RDBMS in a true client/server configuration.
- 11.4 The RDBMS cannot be used just as a repository of flat tables, reference tables, or control table structures that simply support intermediate layers or metalayers of business-rules or application logic.
- 11.5 The database RDBMS design is required to be truly relational and take full advantage of all available RDBMS objects and features, such as partitioned tables, partitioned indexes, stored procedures, packages, package bodies, triggers, sequences, functions, and XML database structures.
- 11.6 The RDBMS design and structures cannot use any reserved system resources, such as the SYSTEM tablespace or SYSTEM-assigned index names in the case of Oracle 11gR2 or higher. This includes the use of the SYSTEM tablespace for temporary purposes, such as TEMP tablespaces or Global Temporary Tables, and dynamic temporary structures. The RDBMS structures must use resources specific to its design.
- 11.7 The RDBMS design and structures cannot use any internally-reserved keyword names for any object, such as tables, columns, indexes, and primary key constraints. The RDBMS structures must use naming conventions specific to its design.
- 11.8 The RDBMS design is required to be normalized to third-normal form.
- 11.9 The RDBMS design must support meaningful data extraction and reporting operations, such as Crystal Reports software (v.10 or higher) using standard Structured Query Language (SQL) statements.
- 11.10 The RDBMS design will use the standard RDBMS relational features, such as primary keys, referential integrity constraints (foreign keys), and unique keys, to enforce and maintain transactional data integrity.
- 11.11 The vendor RDBMS design will conform to generally acceptable RDBMS coding standards to ensure consistency throughout the design. This will apply to all RDBMS object characteristics and relationships, such as columns and variables having meaningful names and primary and foreign keys having the same names across tables, etc.

- 11.12 All RDBMS and associated Data Definition Language (DDL), Entity Relationship Diagrams (ERD), Data Dictionaries, and Data Models will be developed with Entity Relationship for Windows (ERWin by Computer Associates, Inc.) or the latest revision of Microsoft Visio. This required version of ERWin must be completely compatible with ERWin 4.1.2771, which is the MSDH standard. Microsoft Access designs or models will not be accepted.
- 11.13 Upon contract award and prior to engaging, Vendor must submit thoroughly documented preliminary Data Definition Language (DDL), Entity Relationship Diagrams (ERD), Data Dictionaries, and Data Models for technical review by the State's evaluation team.
- 11.14 Automatic or dynamic RDBMS development, changes, or modifications by machine-generated or software-generated code will not be allowed. Every addition, modification, or change to the RDBMS or any database object will be modeled using MSDH approved modeling tools and is required to graduate through revision and configuration management control and be thoroughly documented and approved before implementation.
- 11.15 Vendor must purchase their own MSDH approved modeling tool licenses; Vendors cannot use the State's licenses.
- 11.16 Vendor will use an integrated database design toolset that includes source code control management, configuration management, and a web-based bug tracking/resolution system that is accessible by MSDH personnel.
- 11.17 The RDBMS must be capable of residing on and taking full advantage Microsoft Windows Server 2008 R2.
- 11.18 Vendor's DBA lead will work on-site for the duration of the project with the MSDH Database Administrators to design the RDBMS. All RDBMS development will occur at the MSDH Office of Health Informatics.
- 11.19 All database administration functions will be administered and executed by the IRMDBA team. What does IRMDBA stand for?
- 11.20 Vendor will participate in design review meetings every two weeks.
- 11.21 The active RDBMS transactional tables will contain only 3- years-worth of current data (i.e. only the current and previous 2 years). All prior years of data are required to be stored in separate historical tables or temporally-partitioned tables located within the RDBMS. This is required to accommodate efficient database administration of large data sets. These historical tables will be transparently accessible by the client application for historical purposes, such as reporting and investigations. Legacy systems conversions, migrations, and loading into the new RDBMS are required to meet these criteria.
- 11.22 Large portions of data and indexes will be stored in separate tablespaces or partitioned table and partitioned indexes. Current transactional data (the

current and previous 2 years) and the historical data (prior years) and all indexes will be contained within their own separate tablespaces or partitioned tables and partitioned indexes.

- 11.23 Database User Accounts - Accounts for each individual database user.
  - 11.23.1 Every individual who connects to the database will have their own account that will be auditable.
  - 11.23.2 Individual users will not be allowed to share accounts or use any generic account. These accounts will have only the CONNECT role privileges that includes select, insert, update, and delete of data rows. Other privileges or functions, such as truncate table, will be granted on an as-needed basis.
  - 11.23.3 User accounts will not be allowed to have database administrator (DBA) roles or ADMIN, SA, SYSTEM, SYS, SYSDBA, or SYSOPER system privileges grants in any MSDH database environment.
  - 11.23.4 All user account passwords are required to be encrypted. Please see the PASSWORD MANAGEMENT section for more details regarding passwords.
- 11.24 RDBMS-Owner Accounts - Accounts under which the database RDBMS is built or created.
  - 11.24.1 RDBMS-owner accounts will not be allowed to have database administrator (DBA) roles or ADMIN, SA, SYSTEM, SYS, SYSDBA, or SYSOPER system privileges. They may have the RESOURCE, IMP\_FULL\_DATABASE, and EXP\_FULL\_DATABASE roles only in TEST.
  - 11.24.2 Owner accounts may have only the IMP\_FULL\_DATABASE role in the QA testing and PROD production environments.
  - 11.24.3 All account passwords are required to be encrypted. Please see the Password Management section below for more details regarding passwords.
  - 11.24.4 For Microsoft SQL Server 2008 R2, the database owner user can have DBO privileges but not SA privileges.
- 11.25 Other Accounts
  - 11.25.1 Persistent-database-connection accounts, such as those for web services or connection pooling purposes, will be granted only the CONNECT role. All account passwords are required to be encrypted.

- 11.25.2 Persistent-database-connection accounts will not be allowed to have database administrator (DBA) roles or ADMIN, SA, SYSTEM, SYS, SYSDBA, or SYSOPER system privileges grants in any MSDH database environment. Please see the Password Management section below for more details regarding passwords.

## 12. Data Conversion Requirements

- 12.1 The Vendor must develop in conjunction with MSDH staff a written Conversion Plan to transfer existing data to the new system. This plan must clearly identify in detail the responsibility of the Vendor and the State in regards to all steps, tasks, activities, events, milestones and resources necessary for the conversion process
- 12.2 The Vendor must design, develop and implement any automation to be used in conversion. The Conversion Plan must detail the design, development and test procedures for all electronic conversion programs and scripts required to transfer data from the current systems to the new system. The plan must include tasks to convert all electronic and manual data. It must address methodology, timing and handling of exception conditions and validation techniques and be approved by MSDH.
- 12.3 It will be the Vendor's responsibility to complete the successful conversion of the existing data prior to QA/Acceptance testing.
- 12.4 Vendor should propose a not-to-exceed price for the conversion effort. Cost should be included in Section VIII: *Cost Information Submission*.
- 12.5 MSDH will be solely responsible for sanitizing the existing data. Additionally, MSDH will bear sole responsibility for providing all manual data entry required to provide a fully functioning system.
- 12.6 The Vendor must provide a means to populate any new data elements into the new system in as automated a fashion as possible. MSDH will be responsible for populating any new required system data elements that do not exist in the current MSDH system.
- 12.7 The Vendor must provide statistical reports with record counts to show where data are imported from and where it now resides to enable MSDH to verify that the desired results have been achieved. MSDH will be responsible for the quality and integrity of the existing system data to be used in the conversion process.
- 12.8 The Vendor must provide all programs required to interrogate existing MSDH data files and to identify conversion issues and missing data elements required for the new system.
- 12.9 The Vendor must submit formal Conversion Test Results for MSDH to view and approve prior to the final file conversion. MSDH will be responsible for

the manual analysis of data from the existing system prior to using that data for the new system.

- 12.10 The Vendor must provide a means of identifying records that are converted from current legacy systems and imported into the new system.

### 13. Security Management Requirements

These standards cover both HIPAA Security Rule, the Mississippi Department of Information Technology Services Enterprise Security Policy and the National Institute of Standards and Technology security requirements, as required by State and Federal standards. The vendor must comply with these standards.

#### 13.1 Password Management Requirements

The following policies apply to passwords used on MSDH platforms. Each user must have his or her unique userid and password; generic userid/passwords will not be allowed.

- 13.1.1 Will be composed of a minimum of an eight (8) character string that includes a combination of lower and upper case alphanumeric characters, the numerals 0-9, and at least 1 special character.
- 13.1.2 Will be composed of a minimum of an eight (8) character string that includes a combination of lower and upper case alphanumeric characters, the numerals 0-9, and at least 1 special character.
- 13.1.3 Will be restricted from using the userid as the password;
- 13.1.4 Will be encrypted;
- 13.1.5 Will only allow OHI Security Administration to control all aspects of password management;
- 13.1.6 Will allow the user to change his or her password without intervention from Security Administration, except in the case of password revocation;
- 13.1.7 Will not allow either the use of the user's full name or the same password when prompted for a new password;
- 13.1.8 Will provide for automatic notification of expiration of passwords. Security Administration must be able to set a temporary password that will expire after the initial use, forcing the user to set a new password;
- 13.1.9 Will ensure that passwords cannot be reused by a single individual within a specified time period to be defined by the DBA;

- 13.1.10 Will have a configurable expiration period and lead time period, however, both the expiration period and the lead time period must be configurable by the Security Administrator;
  - 13.1.11 Will only allow a configurable number of attempts to log in with an invalid password after which the application will revoke it. At that point, the user will be notified by the application that his/her password has been revoked and the user must contact the Security Administrator to be reinstated;
  - 13.1.12 Access to password-protected systems must be timed out after an inactivity period of thirty(30) minutes or less;
  - 13.1.13 Will log and record change history keeping at least a configurable number of prior passwords; and
  - 13.1.14 Will be restricted from being reused.
- 13.2 Security Administration Requirements
- 13.2.1 Specify privileges, access and capability for each user;
  - 13.2.2 Create roles/groups to define each user's data access based on job function in order to restrict user access at all system levels;
  - 13.2.3 Associate a set of functions to a group and to a user (i.e., the system must be flexible enough to go the lowest level of defining a user's access);
  - 13.2.4 Provide security and access controls that do not depend on 'hard-coded' program logic;
  - 13.2.5 Reset a password;
  - 13.2.6 Account option of 'User must change password at next login';
  - 13.2.7 Inactivate a terminated user which is separate from the locked status when a user has revoked their password after a set number of attempts;
  - 13.2.8 Perform all necessary tasks to manage users, security and security configuration parameters from within the application itself without the use of native database administration utilities or changing system files; and
  - 13.2.9 Present the user with only the menu options/features to which he or she has the security rights/privileges to access (i.e., the user must not see any menu items they do not have the authorization to access, even if they are "grayed out.").

13.3 Web Portal Requirements

- 13.3.1 A "Forgot Your Password" link should be displayed on the log in window;
- 13.3.2 A randomly selected security question must be answered before a password is sent to the email address which is recorded in the user profile account;
- 13.3.3 An email notification window is displayed notifying the user that the password has been emailed;
- 13.3.4 The email should contain a new default password which must be changed upon log in;
- 13.3.5 Data Privacy statement should be displayed which the user must agree to in order to continue the log in process;
- 13.3.6 A set of security questions will be displayed at the initial login which a configurable number must be answered. The answers should be masked so that they are not displayed; and
- 13.3.7 The user should be able to change the security answers.

13.4 The administration of security in all lifecycles of the application (Test, QA and Production) will be handled by the MSDH Security Administrator(s).

14. **System Logging and Auditing Requirements**

Vendor must furnish details about the proposed approach to satisfy each of the following implementation requirements.

- 14.1 The proposed solution must provide logging and audit reporting of all system user and administrator activity.
- 14.2 The proposed solution must log and provide an audit trail across all functions by associating a user ID and date/time stamp with all additions, changes, and deletions throughout the system.
- 14.3 The proposed solution must support the creation of history logs which must be accessible by the Systems Administrator via reporting and query access.
- 14.4 It is highly desirable that the proposed solution support monitoring of data entry transactions and statistics for purposes of measuring staff productivity.

15. **Installation and Testing Requirements**

Vendor must furnish details about the proposed approach to satisfy each of the following implementation requirements.

- 15.1 The Vendor must specify the minimum and recommended PC workstation and browser specifications necessary for the Agency and public end-users to

access the System as proposed. Neither Agency nor public user workstations should require special client software.

- 15.2 Vendor must identify the maximum number of concurrent users and describe the maximum system load that the system will support.
- 15.3 Vendor must perform sufficient analysis of the Agency's operations to ensure that all necessary business rules, data edits, tables, forms, screens, web pages, documents and reports are designed and incorporated into the System.
- 15.4 Vendor must migrate all existing records to the proposed System.
- 15.5 Vendor must propose the manner in which cutover will be handled for the proposed System. Cutover should be devised in such a way as to minimize the impact on the Agency's daily operations.
- 15.6 The Vendor must provide as a deliverable an "Acceptance Test Plan" (ATP). The ATP must be developed in conjunction with MSDH staff and must show events, sequences and schedules required for testing and acceptance of the system. The Customer must provide written approval that the proposed ATP is complete and acceptable.
- 15.7 The Vendor must provide technical staff onsite to participate in the Acceptance test as requested by MSDH.
- 15.8 The Vendor must complete the required System Administrator and Security Administrator training for MSDH staff prior to the start of QA/Acceptance testing.
- 15.9 The Vendor will be responsible for providing, in conjunction with MSDH staff, a help desk for users until Final Acceptance of the system is completed.
- 15.10 MSDH staff will be responsible for migrating the software from the development environment into the test environment. The Vendor will be responsible for conducting an operational test of the system in conjunction with MSDH staff. All functions of the system must be demonstrated to be operational. Following successful System Test, Vendor must certify in writing that the system is ready for Quality Assurance (QA)/Acceptance Testing and will perform in accordance with the functional and performance requirements stated in this document. The Vendor must ensure that the system in general and each module of the system in particular operate according to specifications before turning the system over to the Customer for QA/Acceptance testing.
- 15.11 MSDH staff will be responsible for conducting QA/Acceptance testing. The Vendor must provide technical staff onsite to participate in the QA/Acceptance test as requested by MSDH. All functions of the system must be demonstrated to be operational by MSDH staff to ensure that proper training and knowledge transfer have been received.

- 15.12 The purpose and net result of the QA/Acceptance test is to determine that the installed system meets the technical and functional requirements outlined in these specifications. All defects will be documented and categorized by the State as described below. Defects categorized as severity levels 1- 3 must be corrected prior to the start of Pilot testing. All corrections will be made in the development environment and migrated into the testing environment to be QA/Acceptance tested.
- 15.12.1 Severity Level 1 shall be defined as urgent situations, when the production system is down and the State is unable to use the Loan Management System; the contractor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however, if such staff is not immediately available, the contractor shall return the State's call within one (1) business hour. The contractor shall resolve Severity Level 1 problems as quickly as possible which, on average, shall not exceed two (2) business days, unless otherwise authorized in writing by the State.
- 15.12.2 Severity Level 2 shall be defined as a critical software system component(s) that has significant outages and/or failure precluding its successful operation, and possibly endangering the State's environment. The Loan Management System may operate but is severely restricted. The contractor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however, if such staff is not immediately available, the contractor shall return the State's call within two (2) business hours. The contractor shall resolve Severity Level 2 problems as quickly as possible which, on average, shall not exceed three (3) business days, unless otherwise authorized in writing by the State.
- 15.12.3 Severity Level 3 shall be defined as a minor problem that exists with the Loan Management System but the majority of the functions are still usable and some circumvention may be required to provide service. The contractor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however, if such staff is not immediately available, the contractor shall return the State's call on average within three (3) business hours. The contractor shall resolve Severity Level 3 problems as quickly as possible which, on average, shall not exceed ten (10) business days, unless otherwise authorized in writing by the State.
- 15.12.4 Severity Level 4 shall be defined as a very minor problem or question that does not affect the Loan Management System' function (e.g., the text of a message is worded poorly or misspelled.) The contractor's technical support staff shall accept the State's call for assistance at the time the State places the

initial call; however, if such staff is not immediately available, the contractor shall return the State's call within four (4) business hours. The contractor shall resolve Severity Level 4 problems as quickly as possible which, on average, shall not exceed 15 business days, unless otherwise authorized in writing by the State.

- 15.12.5 General Assistance: For general software support/help desk calls not covered by the above severity level descriptions, the contractor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however, if such staff is not immediately available, the contractor shall return the State's call within five (5) business hours.
- 15.13 The State will certify in writing when the system has completed QA/Acceptance testing and is ready for Pilot testing.
- 15.14 Following acceptance of the system, MSDH staff will be responsible for conducting a Pilot test of the production system at several locations to be determined by MSDH to ensure the system operates according to the specifications outlined in this RFP in a live, day-to-day business environment. The Vendor must provide technical staff onsite to assist with Pilot test as requested by MSDH. The Pilot test will run for a minimum of ninety (90) days. All defects will be documented and prioritized by the State as described above. Defects categorized as severity level 1-3 must be corrected prior to the statewide rollout and the start of Final Acceptance testing. All corrections will be made in the development environment and migrated into the testing environment for regression QA/Acceptance testing. The State will certify in writing when the system has completed Pilot testing.
- 15.15 Final Acceptance Requirements
  - 15.15.1 After completion of Pilot testing, MSDH shall begin the statewide deployment of the system. After cut-over of the final district/site, the State shall begin the Final Acceptance period of ninety (90) working days. "Final Acceptance" shall mean written notice from the State that it has accepted the system upon successful completion of the 90 working day period of statewide production deployment during which time the system conformed in all material respects to the applicable specifications with no additional defects found.
  - 15.15.2 This period includes, without limitation, correction of errors, design deficiencies, performance deficiencies, and incorrect or defective documentation. Any defects found will be documented and prioritized by the State and must be corrected by the Vendor at no additional cost within the time frame specified by their priority level. All corrections will be made in the development environment and migrated into the testing environment to be regression/QA tested. All new releases must be approved by MSDH prior to being moved into production.

15.15.3 Following Final Acceptance of the system by the State, the Vendor must deliver the integrated design framework which contains all relevant tools and technical information required to implement, modify and maintain the application for any developed and/or custom tailored software.

15.16 Post-Implementation Support

15.16.1 The Final Acceptance period will be followed by ninety (90) days of Post-Implementation Support prior to the start of the minimum Warranty period. The Post-Implementation support period will not begin until the Vendor has received written notification of Final Acceptance from the MSDH.

15.16.2 Any defects found will be documented and prioritized by the State. During this period, the Vendor will agree to correct any errors discovered at his own expense and in accordance with the specified amount of time for that category.

16. **Support Requirements**

16.1 Vendor must respond by telephone within one (1) hour to requests for support services. The Agency must be given priority placement in the support queue for all System locking situations or problems claimed by Agency to be a mission critical process.

16.2 Upon receipt of the Agency's call, Vendor must create a trouble ticket, assign a severity level and attempt to resolve the System problem in accordance with the procedures and processes for problem resolution detailed below. The Agency and Vendor must mutually agree on whether a problem is classified as a Severity Level 1, 2, or 3 problems.

16.2.1 Severity Level 1 implies that the System is not functioning. Some examples of Severity Level 1 System problems are: System is down and will not restart; or System is not able to communicate with external systems or users; or System is generating a data corruption condition.

Vendor must resolve Severity Level 1 System problems within one (1) business day, or within a mutually agreed upon time frame.

16.2.2 Severity Level 2 implies that an essential function does not work as documented, or testing and usage can continue but the task cannot be completed, and no workarounds exist.

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

- 16.2.3 Severity Level 3 implies a System problem such that implementations of functions do not match specifications and/or technical documentation, and a workaround may exist.

Vendor must resolve Severity Level 3 System problems within ten (10) business days, or within a mutually agreed upon time frame.

**17. Training**

- 17.1 Vendor must propose multi-level training for at least ten (10) users and two (2) administrators of Agency personnel. Vendor must train a designated staff person in all aspects of systems administration for the proposed System. Agency staff must be trained in the competent use of the Loan Management System modules as well as the query and reporting tools.
- 17.2 Vendor must describe the proposed training plan to include class objectives, scope, length of each class, class size and subject materials to be taught, and identify the costs associated with this requirement.
- 17.3 In addition, Vendor must furnish a training tutorial in video and/or manual media that will enable a new employee to perform system-related functions from day one of employment. This tutorial must take the employee through a stepwise introduction of each task necessary to perform any function of the system. The tutorial must be updated with each update the Vendor makes to their application software.

**18. Warranty/Maintenance – Agency Hosted Option**

- 18.1 Product Warranty
  - 18.1.1 Vendor must state the warranty period for the proposed system during which time maintenance need not be paid.
  - 18.1.2 Vendor must warrant that all deliverables shall be free from any defect which would render any such deliverable inoperable or which would prevent full performance in accordance with these specifications. This warranty includes correction of errors, design deficiencies, performance deficiencies, and incorrect or defective documentation, including those found during acceptance testing, implementation, and the warranty period.
  - 18.1.3 Vendor must propose the standard manufacturer warranty for all proposed software products and services. Vendor must specify the warranty period, during which time maintenance need not be paid. Warranty must cover, at minimum, one (1) hour response to all service-related calls or e-mails during prime-shift hours (8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday. Vendor must describe the proposed warranty.

18.1.4 Vendor must also specify whether extended warranty is being proposed to satisfy these requirements and include the associated period and cost.

18.2 Product Maintenance and Software Support

18.2.1 Vendor must propose an annual fixed cost contract to provide ongoing software support services to include problem remediation, maintenance and upgrades. Support must include toll-free telephone support during the hours of 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday. Vendor must describe the proposed plan.

18.2.2 For optional consideration by Agency, Vendor must also propose an annual fixed cost contract to provide ongoing software support services to include toll-free telephone support on a 24 hours, 7 days a week basis (excluding holidays). Vendor must describe the proposed plan.

18.2.3 Vendor must maintain the products in an operable condition according to the specifications contained in the technical manuals and as outlined in these specifications and the Vendor's System proposal.

18.3 Vendor must provide the Agency with enhancements and updates to the software as they are made generally available.

19. **Additional Requirements**

19.1 **ITS** acknowledges that the specifications within this RFP are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed system. Vendors must specify, here, what additional components may be needed and are proposed in order to complete each configuration.

20. **Scoring Methodology**

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

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

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

20.1.3 Value-Add is defined as product(s) or service(s), exclusive of the stated functional and technical requirements and provided to the State at no additional charge, which, in the sole judgment of the

State, provide both benefit and value to the State significant enough to distinguish the proposal and merit the award of additional points. A Value-Add rating between 0 and 5 may be assigned based on the assessment of the evaluation team. These points will be added to the total score.

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

| <b>Category</b>                                    | <b>Possible Points</b> |
|--|------------------------|
| Non-Cost Categories:                               |                        |
| Functional Requirements                            | 25                     |
| Vendor Requirements, Project Management, Training  | 20                     |
| Data Conversion, Implementation, Support, Security | 15                     |
| <b>Total Non-Cost Points</b>                       | <b>60</b>              |
| Cost   | 40                     |
| <b>Total Base Points</b>                           | <b>100</b>             |
| Value Add  | 5                      |
| <b>Maximum Possible Points</b>                     | <b>105</b>             |

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

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

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

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

| <b>Non-Cost Categories</b>                        | <b>Possible Points</b> |
|---|------------------------|
| Functional Requirements                           | 30                     |
| Vendor Requirements, Project Management, Training | 15                     |
| Data Conversion,                                  | 15                     |

|                                      |           |
|--------------------------------------|-----------|
| Implementation, Support,<br>Security |           |
| <b>Maximum Possible Points</b>       | <b>60</b> |

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

ITS scores the non-cost categories on a 10-point scale, with 9 points for meeting the requirement. The 'Meets Specs' score for each category is 90% of the total points allocated for that category. For example, the 'Function Requirements' category was allocated 25 points; a proposal that fully met all requirements in that section would have scored 22.5 points. The additional 10% is used for a proposal that exceeds the requirement for an item in a way that provides additional benefits to the state.

20.3 Stage 3 – Cost Evaluation

20.3.1 Points will be assigned using the following formula:

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

Where:

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

20.3.2 Cost categories and maximum point values are as follows:

| Cost Category                  | Possible Points |
|--------------------------------|-----------------|
| Lifecycle Cost                 | 40              |
| <b>Maximum Possible Points</b> | <b>40</b>       |

20.4 Stage 4 – Selection of the successful Vendor

20.4.1 On-site Demonstrations and Interviews

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

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

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

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

#### 20.4.2 Site Visits

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

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

**SECTION VIII  
 COST INFORMATION SUBMISSION**

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

Vendors must use the appropriate table to list costs depending on whether they are proposing a Vendor-hosted solution or the alternative Agency-hosted option.

**Vendor-hosted Option**

| <b>Description</b>  | <b>Quantity</b> | <b>Unit Cost</b> | <b>Extended Cost</b> |
|---|-----------------|------------------|----------------------|
| Implementation Services (fully loaded with travel, subsistence and associated per diem costs) Break out costs by:<br>*Pre-installation (Requirements Analysis, System Design, Database Conversion and other related costs)<br>*Implementation Costs<br>*Other Costs (specify) |                 | \$               | \$                   |
| <b>Training/Knowledge Transfer Costs</b>  |                 |                  |                      |
| Internal-User Training (5-6)  |                 | \$               | \$                   |
| Administrator Training –system controls, security, configuration (1-2)  |                 | \$               | \$                   |

| <b>General Costs</b>  |  |    |    |
|---|--|----|----|
| Annual Subscription Fee (5 years)   |  |    |    |
| Year 1  |  | \$ | \$ |
| Year 2  |  | \$ | \$ |
| Year 3  |  | \$ | \$ |
| Year 4  |  | \$ | \$ |
| Year 5  |  | \$ | \$ |
| Maintenance and Support Costs (if separate) 8:00 A.M. to 5:00 P.M. Central Time, Monday through Friday                            |  |    |    |
| Year 1  |  | \$ | \$ |
| Year 2  |  | \$ | \$ |
| Year 3  |  | \$ | \$ |
| Year 4  |  | \$ | \$ |
| Year 5  |  | \$ | \$ |
| Miscellaneous Costs (must specify)  |  | \$ | \$ |
|   |  | \$ | \$ |
|   |  |    |    |
| If Change Order Rate varies depending on the level of support, Vendor should specify the Change Order Rate according to position. |  |    |    |
| Fully-loaded Change Order Rate  |  | \$ | \$ |

**Agency Hosted Option**

| <b>Description</b>  | <b>Quantity</b> | <b>Unit Cost</b> | <b>Amount Due</b> |
|---|-----------------|------------------|-------------------|
| Software Costs  |                 |                  |                   |
| NOTES ON SOFTWARE COSTS:<br>Vendor must specify the licensing method for the Licensing Management System. |                 |                  |                   |

| Description  | Quantity | Unit Cost | Amount Due |
|--|----------|-----------|------------|
| Software license fee cost  |          | \$        | \$         |
| Software Installation/Implementation Services (fully loaded with travel, subsistence and associated per diem costs). Break out costs by deliverable as defined in the Project Work Plan. |          |           |            |
| Data Conversion  |          | \$        | \$         |
| Implementation   |          | \$        | \$         |
| *Other Costs (specify)   |          | \$        | \$         |
| Training/Knowledge Transfer Costs  |          |           |            |
| Administrator Training –system controls, security, interfaces and configuration (2 MSDH staff)   |          | \$        | \$         |
| Sub-Total Software and Implementation  |          |           |            |
| Total Software and Implementation  |          |           |            |
| Maintenance Costs  |          |           |            |
| Maintenance and Support Costs 8:00 A.M. to 5:00 P.M. Central Time, Monday through Friday   |          |           |            |
| Year 1   |          | \$        | \$         |
| Year 2   |          | \$        | \$         |
| Year 3   |          | \$        | \$         |
| Year 4   |          | \$        | \$         |
| Year 5   |          | \$        | \$         |
| Software Escrow  |          | \$        |            |
| Miscellaneous Costs (must specify)   |          | \$        |            |
|  |          | \$        |            |
| If Change Order Rate varies depending on the level of support, Vendor should specify the Change Order Rate according to position.  |          |           |            |
| Fully Loaded Hourly Change Order Rate  |          | \$        |            |

## SECTION IX REFERENCES

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

### 1. References

- 1.1 The Vendor must provide at least 3 references consisting of Vendor accounts that the State may contact. Required information includes customer contact name, address, telephone number, email address, and engagement starting and ending dates. Forms for providing reference information are included later in this RFP section. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession.
- 1.2 Any of the following may subject the Vendor's proposal to being rated unfavorably relative to these criteria or removed from further consideration, at the State's sole discretion:
  - 1.2.1 Failure to provide reference information in the manner described;
  - 1.2.2 Inability of the State to substantiate minimum experience or other requirements from the references provided;
  - 1.2.3 Non-responsiveness of references to the State's attempts to contact them; or
  - 1.2.4 Unfavorable references that raise serious concerns about material risks to the State in contracting with the Vendor for the proposed products or services.
- 1.3 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
  - 1.3.1 The reference installation must be for a project similar in scope and size to the project for which this RFP is issued;
  - 1.3.2 The reference installation must have been operational for at least six (6) months.
- 1.4 The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, including the procuring agency and/or other agencies or institutions of the State, even if that customer is not included in the Vendor's list of references, and to utilize such information in the evaluation of the Vendor's proposal.

- 1.5 Unless otherwise indicated in the Scoring Methodology in Section VII, reference information available to the State will be used as follows:
  - 1.5.1 As documentation supporting mandatory experience requirements for companies, products, and/or individuals, as required in this RFP;
  - 1.5.2 To confirm the capabilities and quality of a Vendor, product, or individual for the proposal deemed lowest and best, prior to finalizing the award.
- 1.6 The State reserves the right to forego reference checking when, at the State's sole discretion, the evaluation team determines that the capabilities of the recommended Vendor are known to the State.

## 2. **Subcontractors**

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

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

## REFERENCE FORM

### Complete 3 Reference Forms.

Contact Name:

Company Name:

Address:

Phone #:

E-Mail:

Project Start Date:

Project End Date:

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

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### SUBCONTRACTOR REFERENCE FORM

**Complete a separate form for each subcontractor proposed.**

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

Scope of services/products to be provided by subcontractor:

**Complete three (3) Reference Forms for each Subcontractor.**

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

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

**EXHIBIT A  
STANDARD CONTRACT**

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

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

MSDH desires that the Loan Information Control System (LICS) be hosted by the Vendor; however, Vendors are welcome to propose a solution that may be hosted locally by the State. Therefore, the State is including an Application Service Provider Agreement that will be used for a Vendor-hosted solution and a Software Turnkey Agreement that will be used for an Agency-hosted solution.

**PROJECT NUMBER 41560  
SOFTWARE LICENSE AND APPLICATION SERVICE PROVIDER AGREEMENT  
BETWEEN  
INSERT VENDOR NAME  
AND  
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES  
AS CONTRACTING AGENT FOR THE  
MISSISSIPPI STATE DEPARTMENT OF HEALTH**

This Software License and Application Service Provider Agreement (hereinafter referred to as "Agreement") is entered into by and between, **INSERT VENDOR NAME**, a **INSERT STATE OF INCORPORATION** corporation having its principal place of business at **INSERT VENDOR ADDRESS** (hereinafter referred to as "Licensor"), and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the Mississippi State Department of Health, located at 570 East Woodrow Wilson, Jackson, Mississippi 39216 (hereinafter referred to as "Licensee" and/or "MSDH"). ITS and MSDH are sometimes collectively referred to herein as "State."

**WHEREAS**, MSDH, pursuant to Request for Proposals ("RFP") No. 3778 requested proposals for the services of a contractor to host and maintain an Application Service Provider ("ASP") solution for the Drinking Water State Revolving Loan Fund (DWSRF) Loan Information Control System (LICS) ; and

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

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

## **ARTICLE 1 DEFINITIONS**

**1.1** “Active User” means MSDH and MSDH Bureau of Public Water Supply employees participating on the system in any given month of operation, who shall be bound to the terms and conditions of this Agreement. Licensor does not impose a limit on the number of Active Users accessing or registering to use the system.

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

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

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

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

**1.6** “Licensee” means the Mississippi State Department of Health, its employees, MSDH Bureau of Public Water Supply employees and any third party consultants or outsourcers engaged by MSDH who have a need to know and who shall be bound by the terms and conditions of this Agreement.

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

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

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

**1.10** “Software” means the machine-readable object code version of the computer programs whether embedded on disc, tape or other media used for the management of the web-based Drinking Water State Revolving Loan Fund (DWSRF) Loan Information Control System (LICS) and Supported Interfaces (and any Documentation and help files within the Software), including any Enhancements provided pursuant to the maintenance and support terms identified herein.

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

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

## **ARTICLE 2 PERIOD OF PERFORMANCE**

**2.1** Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on the date it is signed by all parties and shall continue in effect until the Licensor completes all tasks required herein pursuant to the project work plan, including services during the five (5) year hosting term. The web-based Drinking Water State Revolving Loan Fund (DWSRF) Loan Information Control System (LICS), as customized for the State of Mississippi, must be implemented; fully functional; accepted by MSDH, and all tasks (excluding hosting) required herein, including but not limited to development of required interfaces and training, completed on or before **INSERT COMPLETION DATE**, unless a change in this date is mutually agreed to in writing by the State and the Licensor. At the end of the five (5) year initial ASP services term, the ASP services may, upon the written agreement of the parties, be renewed under the same terms and conditions the length of term to be decided by the parties. One hundred and eighty (180) days prior to the expiration of the initial hosting term or any renewal hosting term of this Agreement, Licensor shall notify MSDH and ITS of the impending expiration and MSDH shall have sixty (60) days in which to notify Licensor of its intention to either renew or cancel the ASP services.

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

## **ARTICLE 3 SCOPE OF SERVICES**

**3.1** The Licensor agrees to provide to MSDH an ASP based Drinking Water State Revolving Loan Fund (DWSRF) Loan Information Control System (LICS) and Services and associated deliverables required to provide, host and maintain a web based application for MSDH as described in this Agreement. While the scope of work for this project is defined by the contract documents set forth herein in the article titled “Entire Agreement”, a summary of such work is outlined in Article 3.5 below.

**3.2** The Licensor acknowledges that MSDH intends to be actively involved in the day-to-day progress of the project. The Licensor agrees to (a) obtain MSDH’s approval of all tasks and the time schedule for completion of said tasks prior to commencing performance, if not already contained in the approved project work plan; (b) make available to the State project team

members all project work papers and work-in-progress for review; (c) ensure that the Licensor Project Manager works closely together with the State Project Manager, (d) provide MSDH access to the host website; (e) meet with MSDH on a regular basis at a mutually agreeable time, and as otherwise requested by MSDH, to discuss the status of the project, and (f) if required by MSDH, submit written project status reports.

**3.3** The parties understand and agree that the project shall be structured with interim deliverables as set forth in the agreed upon project work plan so as to allow MSDH an opportunity to accept or reject the deliverables, including but not limited to, specifications, requirement definitions, process designs, data analyses, web layouts, screen layouts, and report layouts. The actual customizations shall not begin until after MSDH has communicated its conceptual approval of the results the Licensor plans to provide. MSDH shall have ten (10) business days to review interim materials, which review period can only be reduced by mutual agreement of the Licensor and MSDH.

**3.4** It is understood by the parties that the project work plan must be in place within fifteen (15) business days of execution of this Agreement and prior to any other work being performed. Once this mutually agreed upon project work plan, which will identify specific time frames and deliverable target dates for this project, has been developed, it will be incorporated into and made a part of this Agreement. The dates in the project work plan will define the agreed upon period of performance. The parties acknowledge that the project work plan will evolve and change from time to time upon the mutual written agreement of both parties. The parties agree that the deliverables and schedule set forth in the latest version of the project work plan will take precedence over any prior plans.

**3.5** Licensor shall be responsible for the following:

- A.** Ensuring that all deliverables are complete and accepted by MSDH pursuant to the mutually agreed upon project work plan;
- B.** Ensuring that the host site complies with PriorityOne of the World Wide Web Consortium's (W3C's) Web Accessibility Initiative and guidelines in Section 508 of the Rehabilitation Act that are not covered in W3C Priority;
- C.** Ensuring that the site is accessible through MSDH's published universal resource locator ("URL") rather than through Licensor's site address;
- D.** Reviewing with MSDH the Content a minimum of once a quarter to ensure that the Content remains timely and accurate and reaching an agreement with MSDH as to reasonable timelines for implementing Content updates delivered to the Licensor that will be posted on the site;
- E.** Tracking date sensitive items to ensure timely updates;
- F.** All Content provided by the Licensee and collected by the Software shall remain the sole and exclusive property of the Licensee. Upon the termination or expiration of this Agreement, Licensor shall provide such Content in its possession to the Licensee pursuant to a mutually agreed upon release schedule;
- G.** Working with MSDH to achieve access rates that meet MSDH's needs;

- H. Providing security for the host site that is agreeable to MSDH with Licensor responsible for all necessary equipment and software related to security;
- I. Maintaining the accessibility of the site twenty-four (24) hours a day, seven (7) days a week at an uptime rate of 99% or greater, subject to the limitations set forth in this Agreement, including but not limited to, those in Article 4.4;
- J. Completing daily backups of the site;
- K. Notifying MSDH at least three (3) business days prior to any anticipated service interruption, with said notice containing a general description of the reason for the service interruption;
- L. Proposing and adhering to a disaster recovery plan and providing access to such plan to the State, all at Licensor's expense;
- M. Participating with MSDH in disaster recovery planning and testing based on a mutually agreed upon schedule;
- N. Maintaining the confidentiality of the data entered;
- O. Providing MSDH access to all of the technical information concerning operation of the site, including but not limited to, server specifications, Internet connection information, personnel requirements and software implementations;
- P. Identifying any commercially available software, by vendor and version number, integrated into the Products and describing the particular functionality of any software that is proprietary to the Licensor;
- Q. Maintaining the host site, with the cost for such support, maintenance, and hosting for years following the initial five (5) year period not increasing annually beyond five percent (5%) or the percent increase in the consumer price index for all Urban Consumers, US City Average (C.P.I.-U) for the preceding year, whichever is less;
- R. Providing 24x7x365 support of the web site, including sub-domain support;
- S. Providing redundant internet connections;
- T. Providing Dual T1 or greater connectivity;
- U. Providing FTP and remote configuration access;
- V. Providing SSL secure server support;
- W. Providing monthly reports containing line utilization, site availability statistics, network usage, security user access reports and system performance data to MSDH;
- X. Maintaining sufficient bandwidth and server capacity to meet MSDH and Active Users' demand as it may fluctuate and increase during the term of this Agreement, and
- Y. Ensuring that upon termination or expiration of this Agreement that transition of the site from the Licensor to MSDH or to a successor host will be accomplished at no expense to MSDH, and with minimal interruption of the site's accessibility and insignificant changes in the site's appearance and functionality.

**3.6** In the event Licensor creates any revisions to or upgrades of the system, Licensor shall provide Licensee thirty (30) days written notification of such revision or upgrade, and shall, upon request of Licensee, furnish such revision or upgrade to Licensee free of charge as part of the ASP fees.

#### **ARTICLE 4 SCOPE OF LICENSE AND HOSTING SERVICES**

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

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

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

**4.4** The Software will be accessible at least ninety nine percent (99%) of the time, twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of the ASP Services due to causes beyond the control of Licensor. In the event that MSDH or an Active User is unable to achieve the 99% application availability during any given month, excluding scheduled maintenance, required repairs, and unavailability due to causes beyond the control of Licensor, the Licensor shall reimburse MSDH twenty five percent (25%) of the monthly ASP hosting fees for each twenty-four (24) hour day during which there were any incidents of unavailability. Licensor shall maintain the server at a secured location with restricted access.

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

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

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

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

#### **ARTICLE 5 DELIVERY; RISK OF LOSS, AND ACCEPTANCE**

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

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

**5.3** MSDH shall have thirty (30) calendar days after the Available Date to evaluate and conduct the final acceptance testing of the Software to confirm that it performs without any defects and performs in accordance with the requirements of this Agreement. MSDH shall immediately thereafter notify Licensor of any defects in the Software, which must be corrected. Thereafter, Licensor shall have ten (10) business days in which to either repair or replace the defective Software unless both parties agree to extend this period, all at Licensor's expense. In the event Licensor is unable to repair or replace the Software within this ten (10) day period, MSDH may terminate this Agreement pursuant to the Termination Article herein.

#### **ARTICLE 6 CONSIDERATION AND METHOD OF PAYMENT**

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

**6.2** Licensor shall submit invoices with the appropriate documentation to MSDH monthly for any month in which ASP services and/or other Services are rendered. Licensor shall submit invoices and supporting documentation to MSDH electronically during the term of this Agreement using the processes and procedures identified by the State. MSDH agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by MSDH within forty-five (45) days of receipt of the invoice. Licensor understands and agrees that MSDH is exempt from the payment of taxes. All payments shall be in United States currency. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Licensor's choice. No payment, including final payment, shall be construed as acceptance of defective products or incomplete work, and the Contractor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article herein titled "Entire

Agreement.”

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

## **ARTICLE 7 WARRANTY**

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

**7.2** Licensor represents and warrants that the Products provided by Licensor shall meet or exceed the minimum specifications set forth in RFP No. 3778 and Licensor’s Proposal, as accepted by the State, in response thereto.

**7.3** During the term of this Agreement, the Licensor represents and warrants that all deliverables shall be free from any defect, deficiency, faultiness, imperfection, inadequacy, incompleteness or other condition (collectively referred to herein as “Defect”) which would render any such deliverable inoperable in any way or which would prevent full performance in accordance with this Agreement. This warranty includes, without limitation, correction of errors, design deficiencies, performance deficiencies, and incorrect or defective Documentation, including those found during acceptance testing, implementation, and the warranty period. Acceptance testing shall not in any way relieve the Licensor of its responsibilities to correct any Defect during the warranty period. The Licensor shall repair any Defect at no cost to the State within ten (10) business days of receiving notice of the Defect from the State, unless MSDH consents in writing to a longer period of repair time. In the event Licensor is unable to repair or replace the Software within the mutually agreed upon time frame after receipt of notice of the Defect, MSDH shall be entitled to a full refund of fees paid and shall have the right to terminate this Agreement in whole or in part as provided for in the Termination Article herein. Licensee’s rights hereunder are in addition to any other rights Licensee may have.

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

**7.5** Licensor represents and warrants that neither the Software, nor Enhancements shall contain a disabling code, lockup program or device. Licensor further agrees that it will not, under any circumstances including enforcement of a valid contract right, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Licensee’s licensed use of the Software, or Enhancements and/or which would restrict Licensee from

accessing its data files or in any way interfere with the transaction of Licensee's business. For any breach of this warranty, Licensor at its expense shall, within ten (10) business days after receipt of notification of the breach, deliver Products to Licensee that are free of such disabling code, lockup program or device.

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

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

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

**7.9** The Licensor represents and warrants that the deliverables provided to MSDH under this Agreement, and their use by Active Users, will not infringe or constitute an infringement of any copyright, patent, trademark, servicemark, trade secret or other proprietary right of any person or entity. Licensee agrees that it will promptly notify Licensor in writing of any such claim or action of which it has knowledge, and that it will cooperate fully in the defense and investigation of the claim by supplying Licensor all relevant information currently available and in its possession, all at Licensor's expense. Licensor shall, to the extent authorized by Mississippi law, have sole control over the defense or settlement of any such claim or action. Licensor, at its own expense, shall defend or settle any and all infringement actions filed against Licensor or the State which involve the deliverables or other items provided under this Agreement and shall pay all settlements, as well as all costs, attorney fees, damages and judgment finally awarded against the State. If, in any such suit arising from such claim, the continued use of the items for the purpose intended is enjoined or threatened to be enjoined by any court of competent jurisdiction, Licensor shall, at its expense: (a) procure for the State the right to continue using such items, or (b) modify or replace them with non-infringing items with equivalent functionality, or, to the extent (a) or (b) cannot be done despite Licensor's commercially reasonable efforts, (c) refund to the State the fees previously paid by the State for the infringing Products. Said refund shall be paid within ten (10) business days of notice to the State to discontinue said use. In addition to the foregoing, the Licensor shall indemnify the State in accordance with the provisions of Article 18 herein.

**7.10** Licensor represents and warrants that the host site provided by the Licensor shall be

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

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

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

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

**7.14** Licensor represents and warrants that no official or employee of Licensee or of ITS, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the

completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Licensor warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement. The Licensor also warrants that in the performance of this Agreement no person having any such known interests shall be employed.

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

## **ARTICLE 8 EMPLOYMENT STATUS**

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

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

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

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

## **ARTICLE 9 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS**

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

## **ARTICLE 10 MODIFICATION OR RENEGOTIATION**

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

## **ARTICLE 11 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

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

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

#### **ARTICLE 12 AVAILABILITY OF FUNDS**

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

#### **ARTICLE 13 TERMINATION**

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

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

#### **ARTICLE 14 GOVERNING LAW**

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Licensor expressly agrees that under no circumstances shall the State be obligated to pay an attorney's fee, prejudgment interest or the cost of legal action to Licensor. Further,

nothing in this Agreement shall affect any statutory rights the parties may have that cannot be waived or limited by contract.

#### **ARTICLE 15 WAIVER**

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

#### **ARTICLE 16 SEVERABILITY**

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

#### **ARTICLE 17 CAPTIONS**

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

#### **ARTICLE 18 HOLD HARMLESS**

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

#### **ARTICLE 19 THIRD PARTY ACTION NOTIFICATION**

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

#### **ARTICLE 20 AUTHORITY TO CONTRACT**

Licensor warrants that it is a validly organized business with valid authority to enter into this Agreement; that entry into and performance under this Agreement is not restricted or prohibited

by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

#### **ARTICLE 21 NOTICE**

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Mississippi State Department of Health's address for notice is: Mr. Kevin Gray, Health Informatics Director, Mississippi State Department of Health, 570 East Woodrow Wilson, Jackson, Mississippi 39216. The Licensor's address for notice is: **INSERT VENDOR NOTICE INFORMATION**. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

#### **ARTICLE 22 RECORD RETENTION AND ACCESS TO RECORDS**

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

#### **ARTICLE 23 INSURANCE**

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

#### **ARTICLE 24 DISPUTES**

Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Licensor and Licensee, shall be decided by the Executive Director of ITS or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a

breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

## **ARTICLE 25 COMPLIANCE WITH LAWS**

**25.1** Licensor shall comply with, and all activities under this Agreement shall be subject to, all Licensee policies and procedures which Licensor has received copies of, and all applicable federal, state, and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Licensor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability. Further, if applicable, Licensor shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein.

**25.2** Licensor represents and warrants that it will comply with the state's data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Licensor represents and warrants that it will comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act").

## **ARTICLE 26 CONFLICT OF INTEREST**

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

## **ARTICLE 27 SOVEREIGN IMMUNITY**

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

## **ARTICLE 28 CONFIDENTIAL INFORMATION**

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

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

#### **ARTICLE 29 EFFECT OF SIGNATURE**

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

#### **ARTICLE 30 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS**

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

#### **ARTICLE 31 NON-SOLICITATION OF EMPLOYEES**

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

#### **ARTICLE 32 ENTIRE AGREEMENT**

**32.1** This contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto, including all terms of any "shrink-wrap", "click-wrap" or "browse-wrap" license of the Software. The RFP No. 3778, and Licensor's Proposal, as accepted by the State, in response thereto are hereby incorporated into and made a part of this Agreement.

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

- A. This Agreement signed by the parties hereto;
- B. Any exhibits attached to this Agreement;
- C. RFP No. 3778 and written addenda, and
- D. Licensor's Proposal, as accepted by the State, in response to RFP No. 3778.

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

#### **ARTICLE 33 STATE PROPERTY**

Licensor shall be responsible for the proper custody of any Licensee-owned property furnished for Licensor's use in connection with Services performed pursuant to this Agreement. Licensor shall reimburse the Licensee for any loss or damage, normal wear and tear excepted.

#### **ARTICLE 34 SURVIVAL**

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

#### **ARTICLE 35 DEBARMENT AND SUSPENSION CERTIFICATION**

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

#### **ARTICLE 36 SPECIAL TERMS AND CONDITIONS**

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

#### **ARTICLE 37 STATUTORY AUTHORITY**

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

#### **ARTICLE 38 COMPLIANCE WITH ENTERPRISE SECURITY POLICY**

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

#### **ARTICLE 39 SOFTWARE SUPPORT AND MAINTENANCE**

**39.1** As part of the Software support and maintenance services, Licensor will maintain the Products in an operable condition according to the specifications contained in the technical manuals and as outlined in RFP No. 3778 and the Licensor's Proposal in response thereto. Licensor shall provide Licensee with Enhancements to the Software as they are made generally available from time to time. Notwithstanding any other provisions of this Agreement, Licensor shall provide support only with respect to the then-current generally available version of the Software.

**39.2** Licensor shall also provide unlimited email and toll-free telephone technical support in the operation of the Software Products twenty-four (24) hours a day, seven (7) days a week. Licensor shall respond by telephone within one (1) hour to requests for support services. Licensee shall be given priority placement in the support queue for all system locking situations or problems claimed by Licensee to be a mission critical process. Upon receipt of Licensee's call, Licensor will (a) create an error report, (b) assign a severity level and (c) attempt to resolve the Software problem in accordance with the procedures and processes for problem resolution detailed below. It is understood by the parties that the Licensee and Licensor must mutually agree on whether an error is classified as a Severity Level 1, 2, or 3 error.

**39.3** Severity Level 1 implies that the Software is not functioning. Some examples of Severity Level 1 Software problems are as follows: (a) Software is down and will not restart; (b) Software is not able to communicate with external systems; and (c) Software is generating a data corruption condition. Licensor shall resolve Severity Level 1 Software Errors within one (1) business day, or within a mutually agreed upon time frame. When a Severity Level 1 Software Error is reported, Licensor will assign resources necessary to correct the Software Error. If

access to the Software is required, Licensee will provide a contact available to Licensor and access to Licensee's system and other software for the duration of the error correction procedures.

**39.4** Severity Level 2 implies that (a) an essential function does not work as documented, or (b) testing and usage can continue but the task cannot be completed, and no workarounds exist. Licensor shall assign at least one (1) dedicated person to the problem and shall resolve Severity Level 2 Software Errors within two (2) business days, or within a mutually agreed upon time frame.

**39.5** Severity Level 3 implies a Software Error such that implementations of function do not match specification and/or technical Documentation, and a workaround may exist. Licensor shall resolve Severity Level 3 Software Errors within ten (10) business days, or within a mutually agreed upon time frame.

#### **ARTICLE 40 FORCE MAJEURE**

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

#### **ARTICLE 41 TRANSPARENCY**

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS.

#### **ARTICLE 42 CHANGE ORDER RATE AND PROCEDURE**

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

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

**42.3** With respect to any change orders issued in accordance with this Article, the Licensor shall be compensated for work performed under a change order according to the hourly change order rate specified in the attached Exhibit A which is incorporated herein. If there is a service that is not defined in the change order rate, the Licensor and the State will negotiate the rate. The Licensor agrees that this change order rate shall be a “fully loaded” rate, that is, it includes the cost of all materials, travel expenses, per diem, and all other expenses and incidentals incurred by the Licensor in the performance of the change order. The Licensor shall invoice the Licensee upon acceptance by the Licensee of all work documented in the change order, and the Licensee shall pay invoice amounts on the terms set forth in this Agreement.

**42.4** Upon agreement of the parties to enter into a change order, the parties will execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to implement the work contemplated therein. The price of the work to be performed under any change order will be determined based upon the change order rate; however, the change order will be issued for a total fixed dollar amount and may not be exceeded regardless of the number of hours actually expended by the Licensor to complete the work required by that change order. The project work plan will be revised as necessary.

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

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

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

For the faithful performance of the terms of this Agreement, the parties hereto have caused this

Agreement to be executed by their undersigned authorized representatives.

**State of Mississippi, Department of  
Information Technology Services, on  
behalf of Mississippi State Department of  
Health**

**INSERT VENDOR NAME**

**By:** \_\_\_\_\_  
**Authorized Signature**

**By:** \_\_\_\_\_  
**Authorized Signature**

**Printed Name: Craig P. Orgeron, Ph.D.**

**Printed Name:** \_\_\_\_\_

**Title: Executive Director**

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*RFP No.: 3778  
Exhibit A: Standard Contract  
Project No.: 41560  
Revised: 7/1/2013*

**EXHIBIT A**

**PROJECT NUMBER 41560  
SOFTWARE TURNKEY AGREEMENT  
BETWEEN  
INSERT VENDOR NAME  
AND  
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES  
AS CONTRACTING AGENT FOR THE  
MISSISSIPPI STATE DEPARTMENT OF HEALTH**

This Software Turnkey Agreement (hereinafter referred to as "Agreement") is entered into by and between **INSERT VENDOR NAME**, a **INSERT STATE OF INCORPORATION** corporation having its principal place of business at **INSERT VENDOR ADDRESS** (hereinafter referred to as "Seller"), and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the Mississippi State Department of Health located at 570 East Woodrow Wilson, Jackson, Mississippi 39216 (hereinafter referred to as "Purchaser"). ITS and Purchaser are sometimes collectively referred to herein as "State."

**WHEREAS**, Purchaser, pursuant to Request for Proposals ("RFP") Number 3778, requested proposals for the acquisition of certain software, installation and conversion services, and technical support (collectively "Turnkey Operation") necessary for the replacement of the Drinking Water State Revolving Loan Fund (DWSRF) Loan Information Control System (LICS); and

**WHEREAS**, Seller was the successful proposer in an open, fair, and competitive procurement process to provide the system and services described above;

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

**ARTICLE 1 PERIOD OF PERFORMANCE**

**1.1** This Agreement will become effective on the date it is signed by all parties and will continue in effect until all tasks required herein, including any post warranty maintenance/support specified in Exhibit A, have been completed. Seller agrees to complete all tasks required under this Agreement, with the exception of warranty service and post warranty maintenance, on or before **INSERT COMPLETION DATE**, or within such other period as may be agreed to by the parties.

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

**ARTICLE 2 TURNKEY OPERATION AND INSTALLATION**

**2.1** The Seller agrees to provide Purchaser with a turnkey system consisting of software, installation and conversion services, technical support, and training for the replacement of the Drinking Water State Revolving Loan Fund (DWSRF) Loan Information Control System (LICS), as specified in RFP No. 3778. Seller agrees to facilitate the integration of the hardware and software for the particular purpose set forth in RFP No. 3778. Seller further agrees that the system as set forth in RFP No. 3778 and Seller's Proposal in response thereto shall operate efficiently and optimally in light of industry standards and as further specified in RFP No. 3778 and Seller's Proposal in response thereto. RFP No. 3778 and Seller's Proposal as accepted by the State in response thereto are incorporated herein by reference.

**2.2** In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that: (a) Seller is solely responsible for all products and services being provided in this project; (b) Seller is responsible for the fulfillment of this project; and (c) Seller represents all contractors, third parties, and/or subcontractors Seller has assembled for this project. The Purchaser is required to negotiate only with Seller, as Seller's commitments, as specified in this Agreement, are binding on all proposed contractors, third parties, and subcontractors.

### **ARTICLE 3 PROCUREMENT OF SOFTWARE AND PURCHASE ORDERS**

Subject to the terms and conditions set forth herein, Seller agrees to provide, at the location specified by Purchaser, and Purchaser agrees to buy as needed the software and services listed in the attached Exhibit A, which is incorporated herein and at the purchase price set forth therein. Purchaser shall submit a purchase order signed by a representative of Purchaser itemizing the items to be purchased. The purchase order shall be subject to the terms and conditions of this Agreement. The parties agree that Purchaser reserves the right to adjust the quantities of purchases based upon the availability of funding or as determined necessary by Purchaser. Seller guarantees pricing for a period of ninety (90) days from the effective date of this Agreement. In the event there is a national price decrease of the products specified in Seller's Proposal during this time, Seller agrees to extend the new, lower pricing to Purchaser.

### **ARTICLE 4 DELIVERY, INSTALLATION, AND RISK OF LOSS**

**4.1** Seller shall deliver the software to the location specified by Purchaser, pursuant to the delivery schedule set forth by Purchaser.

**4.2** Seller shall complete installation of the software pursuant to the requirements set forth in RFP No. 3778 and Article 5 herein. Seller acknowledges that installation of the system shall be accomplished with minimal interruption of Purchaser's normal day-to-day operations.

**4.3** Seller shall assume and shall bear the entire risk of loss and damage to the software from any cause whatsoever while in transit and at all times throughout its possession thereof.

**4.4** Seller shall be responsible for replacing, restoring, or bringing to at least original condition any damage to floors, ceilings, walls, furniture, grounds, pavements, sidewalks, and the like caused by its personnel and operations during the installation, subject to final approval

of ITS. The repairs will be done only by technicians skilled in the various trades involved, using materials and workmanship to match those of the original construction in type and quality.

## **ARTICLE 5 SCHEDULE AND ACCEPTANCE**

**5.1** Seller warrants that all software shall be properly delivered, installed, and integrated for acceptance testing within the scheduling deadlines set forth by Purchaser, as the site is deemed ready for installation. Seller shall provide Purchaser with an installation schedule identifying the date, time, and location within the scheduling deadlines set forth in RFP No. 3778, or as may be agreed to by the parties.

**5.2** During the project initiation, Seller and Purchaser will develop a mutually agreed upon project plan including the division of responsibility between Purchaser's staff and Seller's staff. It is understood by the parties that the project work plan must be in place prior to any other work being performed. Once this mutually agreed upon project plan, which will identify specific time frames and deliverable target dates for this project, has been developed, it will be incorporated into and made a part of this Agreement. The dates in the project plan will define the agreed upon period of performance. The parties acknowledge that the project plan will evolve and change from time to time upon the mutual written agreement of both parties. The parties agree that the deliverables and schedule set forth in the latest version of the project plan will take precedence over any prior plans.

**5.3** Seller shall provide all documentation for the software being tested before acceptance testing will begin. Purchaser shall have ten (10) working days to review each deliverable and to either notify Seller of acceptance or to provide Seller a detailed list of deficiencies that must be remedied prior to payment being made. In the event the Purchaser notifies the Seller of deficiencies, the Seller, at Seller's sole expense, shall correct such deficiencies within five (5) working days, unless the Purchaser consents in writing to a longer period of time.

**5.4** Upon notification by Seller that the turnkey system has been fully implemented and is ready for final system acceptance testing, Purchaser shall have thirty (30) calendar days to evaluate and test the system to confirm that it performs without any defects and performs pursuant to the specifications set forth in RFP No. 3778 and the Seller's Proposal in response thereto. Seller shall participate, as agreed upon by both parties, in the acceptance testing of the system by providing technical staff at Purchaser's location to provide assistance in demonstrating all functions of the system. The Purchaser's official representative must sign off on each application to ensure that the applications meet the functional and technical requirements. In the event that one (1) or more applications supplied by Seller are not accepted, the Seller shall correct the deficiencies or provide at its own expense whatever software that may be required to meet the acceptance criteria within five (5) working days or a mutually agreed upon time period. In the event the system fails to perform to Purchaser's satisfaction, Purchaser shall immediately notify Seller. Seller, at Seller's sole expense, shall correct defects identified by Purchaser within five (5) working days, or such other period as the parties may agree upon. The thirty (30) calendar day testing period will be extended by system down-time.

In the event Seller is unable to repair or replace the defective software, the Purchaser reserves the right to return defective software to Seller at Seller's expense and to cancel this Agreement.

## **ARTICLE 6 SOFTWARE LICENSE AND TERMS**

**6.1** Seller shall furnish the software to Purchaser as set forth in purchase orders submitted and executed by Purchaser and shall acquire the right to license the software to Purchaser. For purposes of this Article, the term "Purchaser" means the Mississippi State Department of Health, its employees, and any third party consultants or outsourcers engaged by Purchaser who have a need to know and who shall be bound by the terms and conditions of this license and Agreement.

**6.2** Seller accepts sole responsibility for: (a) Purchaser's system configuration, design, and requirements; (b) the selection of the software to achieve Purchaser's intended results; (c) the results obtained from the software; and (d) modifications, changes, or alterations to the software provided by Seller.

**6.3** Seller understands and agrees that Purchaser shall have: (a) a non-exclusive, non-transferable, enterprise-wide unlimited, and perpetual license for the software listed in Exhibit A; (b) the right to use and customize the software products and the related documentation for Purchaser's business operations in accordance with the terms and conditions of this Agreement; (c) unlimited use by licensed users of the software products acquired for Purchaser's operations; (d) use of such software products with a backup platform system, should it be deemed necessary by Purchaser; (e) the right to copy such software for safekeeping, backup, and disaster recovery purposes; (f) the right to combine the software with other programs and modules and the right to create interfaces to other programs; and (g) the right to reproduce any and all physical documentation supplied under the terms of this Agreement.

**6.4** Purchaser agrees that, except as noted herein, it will not otherwise copy, translate, modify, adapt, decompile, disassemble, or reverse engineer any of the software without the prior written consent of Seller. All title and proprietary rights, whether tangible or intangible, including but not limited to copyright, trademark, and trade secret rights, in and to the software are retained by the Seller or the third party software manufacturer as applicable. Purchaser agrees to reproduce and include the copyright, trademark, and other proprietary rights notices on any copies made of the software and documentation.

## **ARTICLE 7 CONVERSION AND TRAINING**

Seller shall, for the fees specified in the attached Exhibit A, provide the conversion activities as well as the training specified in RFP No. 3778 and Seller's Proposal, as accepted by Purchaser, in response thereto. Seller and Purchaser shall mutually agree on the time for the training and an outline of the training to be provided. Seller specifically understands and agrees that Purchaser will not accept the system until Seller completes the conversion and training requirements. Seller agrees to provide, upon delivery, all user documentation and technical manuals needed to fully acquaint the user with operation of the software.

## **ARTICLE 8 CONSIDERATION AND METHOD OF PAYMENT**

**8.1** Except as provided in the Change Order Rate and Procedure Article of this Agreement, the total compensation to be paid to the Seller by the Purchaser shall not exceed the fixed price of \$**INSERT AMOUNT** for all software, products, services, travel, performances and expenses under this Agreement, payable as described in Exhibit A, unless prior written authorization from ITS has been obtained. Authorization of payments is subject to the written approval of the Purchaser.

**8.2** The Seller and the Purchaser agree to the Deliverable Schedule as set forth in the Payment Schedule and Deliverables List included as Exhibit A to this Agreement. The parties agree that as the project work plan is revised by written agreement of the parties during the term of this Agreement, the anticipated dates for acceptance of deliverables and for the corresponding payments to the Seller, but not the amounts of those payments, may likewise be revised only by written agreement of the parties.

**8.3** Upon written acceptance, as set forth in Article 5 herein, by the Purchaser of a deliverable which has an associated payment, the Seller will invoice the Purchaser for the invoice amount of that payment as indicated in the attached Exhibit A. Seller shall certify that the billing is true and correct. Seller shall submit invoices and supporting documentation to Purchaser electronically during the term of this Agreement using the processes and procedures identified by the State. Purchaser agrees to pay Seller in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the State within forty-five (45) days of receipt of the invoice. Seller understands and agrees that Purchaser is exempt from the payment of taxes. All payments should be made in United States currency. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Seller's choice. No payment, including final payment, shall be construed as acceptance of defective products or incomplete work, and the Seller shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article herein titled "Entire Agreement."

**8.4** Acceptance by the Seller of the last payment from the Purchaser shall operate as a release of all claims against the State by the Seller and any subcontractors or other persons supplying labor or materials used in the performance of the work under this Agreement.

## **ARTICLE 9 WARRANTIES**

**9.1** Seller represents and warrants that all software and services provided by Seller shall meet or exceed the minimum specifications set forth in RFP No. 3778 and Seller's Proposal in response thereto.

**9.2** Seller represents and warrants that Seller has the right to license the software provided under this Agreement.

**9.3** Seller represents and warrants that all software furnished will be free from material defects for a period of one (1) year after final acceptance of the complete system and will provide Purchaser complete functionality necessary for the operation of the system as stated in RFP No. 3778 and the Seller's Proposal in response thereto. This warranty shall cover all components of the system, including but not limited to all programs, screens, reports, subroutines, utilities, file structures, documentation, interfaces, or other items provided by the Seller. This warranty will apply to the base package plus any customized programs, screens, reports, subroutines, interfaces, utilities, file structures, documentation, or other items proposed and delivered by the Seller specifically for this project. The Seller shall give immediate high priority attention to any mission critical corrections that are needed. If the software does not function accordingly, Seller shall, within five (5) working days and at no cost to Purchaser, correct the defects identified, or replace the software with software that is compliant with this warranty. In the event Seller cannot repair or replace the software, Seller shall at the State's election, either refund the fees paid for the software and for any services that directly relate to the defective software, or secure alternate software, acceptable to the Purchaser which will insure functionality of the system.

**9.4** Seller represents and warrants that the turnkey system is fit for the particular purpose set forth in this Agreement and RFP No. 3778 with regard to Purchaser's foreseeable or projected needs.

**9.5** Seller represents and warrants that it has and will obtain and pass through to Purchaser any and all warranties obtained or available from the licensor of software supplied to Seller.

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

**9.7** Seller represents and warrants that there is no disabling code or a lockup program or device embedded in the software provided to Purchaser. Seller further agrees that it will not under any circumstances, including enforcement of a valid contract right, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Purchaser's use of the software and/or which would restrict Purchaser from accessing its data files or in any way interfere with the transaction of Purchaser's business. For any breach of this warranty, Seller, at its expense, shall, within five (5) working days after receipt of notification of

the breach, deliver Products to Purchaser that are free of such disabling code or a lockup program or device.

**9.8** Seller represents and warrants that the software, as delivered to Purchaser, does not contain a computer virus. For any breach of this warranty, Seller, at its expense, shall, within five (5) working days after receipt of notification of the breach, deliver Products to Purchaser that are free of any virus and shall be responsible for repairing, at Seller's expense, any and all damage done by the virus to Purchaser's site.

**9.9** Seller represents and warrants that upon completion of the project the Seller and all subcontractors shall convey to Purchaser copies of all interim reports, data collection forms, and any working papers that support the final acceptance of the system.

**9.10** Seller represents and warrants that it presently has and will continue to maintain, at its own expense, throughout the term of this Agreement, valid licenses for all software, trademarks, service marks, patents and copyrighted material and any other proprietary information of a third party that it will deploy in support of all products Seller uses in the performance of this Agreement. Seller further represents and warrants that upon Purchaser's request, Seller shall pass through such licenses to Purchaser at no cost to Purchaser. In the event the licenses are passed through to Purchaser, such licenses shall name the Purchaser as the license holder of record and such licenses shall be established in such a manner so as to survive the termination/expiration of this Agreement. For any breach of the preceding warranty, Seller at its own expense shall within five (5) business days after receipt of notification of the breach, secure and/or pass through, as applicable, the necessary licenses. Failure of the Seller to secure and/or pass through such licenses to Purchaser shall be considered a material breach of this Agreement and the Purchaser may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

**9.11** If applicable under the given circumstances, Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Seller agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security where required, to provide a copy of each such verification to the State. Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Seller understands and agrees that any breach of these warranties may subject Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any

license, permit, certification or other document granted to Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

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

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

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

#### **ARTICLE 10 INFRINGEMENT INDEMNIFICATION**

Seller represents and warrants that neither the software, its elements, nor the use thereof violates or infringes on any copyright, patent, trademark, servicemark, trade secret, or other proprietary right of any person or entity. Seller, at its own expense, shall defend or settle any and all infringement actions filed against Seller or Purchaser which involves the software

provided under this Agreement and shall pay all settlements, as well as all costs, attorney fees, damages, and judgment finally awarded against Purchaser. If the continued use of the products for the purpose intended is threatened to be enjoined or is enjoined by any court of competent jurisdiction, Seller shall, at its expense: (a) first procure for Purchaser the right to continue using such products, or upon failing to procure such right; (b) modify or replace them with non-infringing products while maintaining substantially similar software functionality or data/informational content, or upon failing to secure either such right; (c) refund to Purchaser the software license fees previously paid by Purchaser for the products Purchaser may no longer use. Said refund shall be paid within ten (10) working days of notice to Purchaser to discontinue said use.

## **ARTICLE 11 SOFTWARE SUPPORT**

**11.1** Prior to expiration of the warranty period, Seller shall notify Purchaser in writing of the impending warranty expiration, and Purchaser shall in turn notify Seller of its decision to either obtain software support or to forgo it. Upon notification of intent to obtain software support, Seller shall provide Purchaser, for the annual fee specified in the attached Exhibit A, the software support services as herein described.

**11.2** Seller shall provide, for the periods set forth in Exhibit A, software support services as specified in RFP No. 3778 and Seller's Proposal, as accepted by Purchaser, in response thereto, with said support to include, but not be limited to, the following: (a) upon notification of software errors, Seller shall provide all remedial support and assistance needed to correct the errors which affect the operation of the software; (b) the provision of regular updates, new releases, and enhancements as they are released, but no less than one (1) annually; (c) unlimited toll-free technical telephone support in the operation of the software system 8:00 A.M. to 5:00 P.M., Monday through Friday (Central Time), with a guaranteed one (1) hour telephone response time; priority placement in the support queue shall be given to all system locking situations or problems claimed by Purchaser to be a mission critical process; and (d) on-site support in the operation of the software products if reasonably convenient or necessary in the opinion of the Seller. It is further understood that in the event the software product lines are discontinued, Seller shall be responsible for supporting the last software release implemented by the Purchaser for a minimum of five (5) years thereafter, with the same level of support as described in this Article. Should Seller migrate away from the database currently required for the software installed for Purchaser to a different database, Seller shall provide updated product and new database licensing to Purchaser at no cost to Purchaser.

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

## **ARTICLE 12 EMPLOYMENT STATUS**

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

**12.2** Seller represents that it is qualified to perform the duties to be performed under this Agreement and that it has or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of Purchaser. Seller shall pay, when due, all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation, and any other withholdings that may be required. Neither Seller nor employees of Seller are entitled to state retirement or leave benefits.

**12.3** Any person assigned by Seller to perform the services hereunder shall be the employee of Seller, who shall have the sole right to hire and discharge its employee. Purchaser may, however, direct Seller to replace any of its employees under this Agreement. If Seller is notified within the first eight (8) hours of assignment that the person is unsatisfactory, Seller will not charge Purchaser for those hours.

**12.4** It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder and that any sum due and payable to Seller shall be paid as a gross sum with no withholdings or deductions being made by Purchaser for any purpose from said contract sum.

### **ARTICLE 13 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS**

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

### **ARTICLE 14 MODIFICATION OR RENEGOTIATION**

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

### **ARTICLE 15 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

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

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

#### **ARTICLE 16 AVAILABILITY OF FUNDS**

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

#### **ARTICLE 17 TERMINATION**

Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, as follows: (a) upon the mutual, written agreement of the parties; (b) by Purchaser, without the assessment of any penalties, upon thirty (30) days written notice to Seller, if Seller becomes the subject of bankruptcy, reorganization, liquidation, or receivership proceedings, whether voluntary or involuntary; (c) by Purchaser, without the assessment of any penalties, for any reason after giving thirty (30) days written notice specifying the effective date thereof to Seller; or (d) by either party in the event of a breach of a material term or provision of this Agreement where such breach continues for thirty (30) days after the breaching party receives written notice from the other party. Upon termination, Purchaser will be entitled to a refund of applicable unexpended prorated annual software support fees/charges, if any. In the event of termination, Seller shall be paid for satisfactory work completed or services rendered by Seller in connection with this Agreement and accepted by Purchaser as of the date of receipt of notification of termination. In no case shall said compensation exceed the total contract price. The provisions of this Article do not limit either party's right to pursue any other remedy available at law or in equity.

#### **ARTICLE 18 GOVERNING LAW**

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

#### **ARTICLE 19 WAIVER**

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

#### **ARTICLE 20 SEVERABILITY**

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

#### **ARTICLE 21 CAPTIONS**

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

#### **ARTICLE 22 HOLD HARMLESS**

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

#### **ARTICLE 23 THIRD PARTY ACTION NOTIFICATION**

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

#### **ARTICLE 24 AUTHORITY TO CONTRACT**

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

#### **ARTICLE 25 NOTICE**

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means, provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Purchaser's address for notice is: Mr. Kevin Gray, Health Informatics Director, Mississippi State Department of Health, 570 East Woodrow Wilson Drive, Jackson, Mississippi 39216. The Seller's address for notice is: **INSERT NAME, TITLE, & ADDRESS OF VENDOR PERSON FOR NOTICE**. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

#### **ARTICLE 26 RECORD RETENTION AND ACCESS TO RECORDS**

Seller shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Purchaser, ITS, any state or federal agency authorized to audit Purchaser, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this

Agreement and to any of the Seller's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Seller's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Seller for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

#### **ARTICLE 27 INSURANCE**

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

#### **ARTICLE 28 DISPUTES**

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

#### **ARTICLE 29 COMPLIANCE WITH LAWS**

**29.1** Seller shall comply with and all activities under this Agreement shall be subject to all Purchaser policies and procedures and all applicable federal, state, and local laws, regulations, policies, and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Seller shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin, or disability. Further, if applicable, Seller shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein.

**29.2** Seller represents and warrants that it will comply with the state's data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Seller represents and warrants that it will comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act").

#### **ARTICLE 30 CONFLICT OF INTEREST**

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

#### **ARTICLE 31 SOVEREIGN IMMUNITY**

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

#### **ARTICLE 32 CONFIDENTIAL INFORMATION**

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

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

#### **ARTICLE 33 EFFECT OF SIGNATURE**

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

#### **ARTICLE 34 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS**

All data, electronic or otherwise, collected by Seller and all documents, notes, programs, databases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Seller in connection with this Agreement, whether completed or in progress, shall be the property of Purchaser upon completion of this Agreement or upon termination of this Agreement. Purchaser hereby reserves all rights to the databases and all applications thereof and to any and all information and/or materials prepared in connection with this

Agreement. Seller is prohibited from use of the above described information and/or materials without the express written approval of Purchaser.

### **ARTICLE 35 NON-SOLICITATION OF EMPLOYEES**

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

### **ARTICLE 36 ENTIRE AGREEMENT**

**36.1** This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating hereto, including all terms of any unsigned or "shrink-wrap" license included in any package, media, or electronic version of Seller-furnished software, or any "click-wrap" or "browse-wrap" license presented in connection with a purchase via the Internet. The RFP No. 3778 and Seller's Proposal in response thereto are hereby incorporated into and made a part of this Agreement.

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

- A.** This Agreement signed by both parties;
- B.** Any exhibits attached to this Agreement;
- C.** RFP No. 3778 and written addenda; and
- D.** Seller's Proposal, as accepted by Purchaser, in response to RFP No. 3778.

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

### **ARTICLE 37 STATE PROPERTY AND LOCATION OF WORK**

**37.1** Seller shall be responsible for the proper custody of any Purchaser-owned property furnished for Seller's use in connection with work performed pursuant to this Agreement. Seller shall reimburse the Purchaser for any loss or damage, normal wear and tear excepted.

**37.2** All work provided in connection with this contract will be required to be performed on-site in the Purchaser's offices in Jackson, Mississippi, unless written approval is received from the State. Seller accepts full responsibility for all problems arising out of a decision to perform off-site work.

#### **ARTICLE 38 SURVIVAL**

Articles 9, 10, 11, 18, 22, 26, 31, 32, 34, 35, and all other articles, which by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

#### **ARTICLE 39 DEBARMENT AND SUSPENSION CERTIFICATION**

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

#### **ARTICLE 40 COMPLIANCE WITH ENTERPRISE SECURITY POLICY**

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

#### **ARTICLE 41 STATUTORY AUTHORITY**

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

parties further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by Purchaser's funding source.

#### **ARTICLE 42 TRANSPARENCY**

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS.

#### **ARTICLE 43 CHANGE ORDER RATE AND PROCEDURE**

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

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

**43.3** With respect to any change orders issued in accordance with this Article, the Seller shall be compensated for work performed under a change order according to the hourly change order rate specified in the attached Exhibit A which is incorporated herein. If there is a service that is not defined in the change order rate, the Seller and the State will negotiate the rate. The Seller agrees that each change order rate shall be a "fully loaded" rate, that is, it includes the cost of all materials, travel expenses, per diem, and all other expenses and incidentals incurred by the Seller in the performance of the change order. The Seller shall invoice the Purchaser upon acceptance by the Purchaser of all work documented in the change order, and the Purchaser shall pay invoice amounts on the terms set forth in this Agreement.

**43.4** Upon agreement of the parties to enter into a change order, the parties will execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to implement the work contemplated therein. The price of the work to be performed under any change order will be determined based upon the change order rate; however, the change order will be issued for a total fixed dollar amount and may not be exceeded regardless of the number

of hours actually expended by the Seller to complete the work required by that change order. The project work plan will be revised as necessary.

**43.5** The Seller will include in the progress reports delivered under this Agreement the status of work performed under all then current change orders.

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

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

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

**State of Mississippi, Department of  
Information Technology Services, on  
behalf of Mississippi State Department of  
Health**

**INSERT VENDOR NAME**

By: \_\_\_\_\_  
**Authorized Signature**

By: \_\_\_\_\_  
**Authorized Signature**

**Printed Name: Craig P. Orgeron, Ph.D.**

**Printed Name:** \_\_\_\_\_

**Title: Executive Director**

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT A**

## **EXHIBIT B**

### **MSDH Standard Database Design Lifecycle**

Mississippi State Department of Health (MSDH) Office of Health Informatics (OHI) Information Resources Management Database Administration (IRMDBA) group requires all vendor COTS and in-house databases to graduate through a standard design lifecycle migration path that moves from TEST, to QA, to PROD database instances. This applies to both Oracle and Microsoft SQL Server databases. The purpose of this requirement is to enforce strict revision control and configuration management on the project Production database.

#### **Test (TEST )**

The TEST database environment is where technical database designs are developed and tested. This includes the structure, data, and data handling functions. The structure includes all relational database objects, such as schemas, tables, columns, column types and sizes, partitioned tables, indexes, partitioned indexes, primary and foreign key constraints, triggers, sequences, stored procedures, functions, packages, XML structures, user-defined object-oriented structures, SQL queries and scripts, PL/SQL routines, data dictionaries, data migration and loading scripts and utilities, etc. Iterative changes to the schema will be made only in the TEST instance. Only after the technical parties involved, such as the applications developers, Database Administrators (DBA's), vendors, managers, and others have agreed that the design is complete and functioning properly will the database be migrated to QA. This migration will occur via an export (Oracle) or backup (MS SQL Server) transfer or via incremental change SQL script. A hard-copy sign-off Database Object Migration form is required to authorize this migration. This form must be signed by both the Project Functional owner and the Applications Development and Support Manager.

#### **Quality Assurance (QA)**

The database is either imported or restored (from backup) into the QA instance. QA is where the functional owners of the database test the functional readiness of the project. This includes local, remote, and field testing. Nothing, except data, is ever changed in QA. Any enhancements, modifications, improvements, additions, or changes to the database schema that result from QA testing are made in the TEST instance. Once again, for each and every structure change that result from QA or pilot testing, these changes are re-tested in the TEST database for technical correctness before they are migrated up to QA via an additional hard-copy authorizing Database Object Migration Form. Any subsequent new changes are required to go through this TEST-to-QA cycle again. Exceptions to this requirement are not considered nor allowed.

#### **Production (PROD)**

Once all involved parties agree that the database design has been thoroughly tested and qualified in QA, it is then exported or backed up and migrated to PROD via a hard-copy authorization sign-off form. "Back-door" changes or modifications to the data in PROD are not allowed without a hard-copy signed Database Object Migration Form, which is required to authorize the change to Production data. PROD is locked down in secure, reliable, and responsive production datacenter servers that are up and available 24x7x365 and are backed-up on a nightly basis for fast recovery. Project database documentation, in its final form, is required to be submitted to the IRMDBA group prior to migrations to PROD.



NAME CITY OF WIGGINS  
 LOAN NUMBER DWI-L660005-01  
 LOAN AMOUNT \$ 1,346,524.00  
 REMAINING BALANCE \$ 323,386.86

| AGREEMENT AMOUNT             | PR7            | PR8              | PR9           | PR10           | PR11         | TOTAL DISB     | BALANCE      |
|------------------------------|----------------|------------------|---------------|----------------|--------------|----------------|--------------|
| RECEIVED                     | 12/20/2013     | 1/21/2014        | 2/17/2014     | 3/11/2014      | 4/21/2014    |                |              |
| APPROVED                     | 12/20/2013     | 1/21/2014        | 2/18/2014     | 03/12/2014     | 4/21/2014    |                |              |
| DATES COVERED                | 1023-12/11/13  | 12/13-01/06/2014 | 01/9-3/7/2014 | 2/08-3/07/2014 | 3/7-4/14/14  |                |              |
| PROCESSED                    | 12/20/2013     | 1/27/2014        | 2/19/2014     | 3/14/2014      | 4/21/2014    |                |              |
| CONSTRUCTION                 | \$1,390,852.00 | \$86,275.52      | \$105,470.42  | \$165,766.53   | \$124,025.23 | \$1,146,096.54 | \$244,755.46 |
| CONTINGENCY                  | \$69,542.00    |                  |               |                |              |                | \$69,542.00  |
| FACILITIES PLANNING / DESIGN | \$109,865.00   |                  |               |                |              | \$109,865.00   | \$0.00       |
| DF SERVICES - CONSTR PHASE   | \$75,745.00    | \$5,302.15       | \$6,817.05    | \$8,331.95     | \$6,817.05   | \$66,655.60    | \$9,089.40   |
| TOTAL                        | \$1,646,004.00 | \$152,440.88     | \$91,577.67   | \$112,287.47   | \$174,098.48 | \$1,322,617.14 | \$323,386.86 |

PRINCIPAL FORGIVENESS \$ (299,480.00)

## ATTACHMENT 2 CHRONOLOGICAL HISTORY

| UNIT/ANALYST/ADL/ADL-ADD/ASA/ADL/ADL-WS/ADL/INTLAD/WS/IA/WT/TA | 08040713 | 3318-07-02 | 12/17/10 | 3301-0113 | SOURCE WATER | DATE  | LOAN#    | LOAN NUMBER | PKNO | TOTAL PAID/ADJ | FEDERAL FUNDS | 0741 STATE MATCH BONDS | 0255 EMERGENCY | STATE FUNDS | 0846 BAYON | PAR       |
|--|----------|------------|----------|-----------|--------------|-------|----------|-------------|------|----------------|---------------|------------------------|----------------|-------------|------------|-----------|
| 330000640  | 3320     | 3318-07-02 | 12/17/10 | 3301-0113 | 138-137      | 10/06 | 17521214 | 07400131    | 13   | 527,266.52     | 527,266.52    |                        |                | 30.00       | 19.00      | 5/2/03-14 |
| 332372419  | 3320     | 3318-07-02 | 12/17/10 | 3301-0113 | 138-137      | 10/06 | 17521214 | 07400131    | 1    | 156,609.00     | 156,609.00    |                        |                | 30.00       | 19.00      | 1/1/03-4  |
| 332381174  | 3300     | 3318-07-02 | 12/17/10 | 3301-0113 | 138-137      | 10/06 | 17521214 | 07400131    | 13   | 157,068.45     | 157,068.45    |                        |                | 30.00       | 19.00      | 5/2/03-14 |



SRF LOAN RECIPIENT: ADAMS COUNTY WATER ASSN  
 DATE OF NOTE: 8/30/2001  
 DUE DATE: 1ST  
 ORIGINAL NOTE AMOUNT: \$1,124,211  
 LOAN NUMBER: DWI-H280062-02-2  
 FINAL LOAN AMOUNT: \$794,981  
 TOTAL LOAN AMOUNT: \$794,981  
 Maturity Date: 5/1/2023  
 REPAY AMT/MONTH: \$4,449.71  
 INTEREST RATE: 3.00%  
 0.0025%/MO  
 REPAYMENT SCHEDULE: 237

| DUE    | PAID       | PAYMT # | REPAY AMT  | REPAYMENT PERIOD |            | LOAN PRINCIPAL BALANCE | STATE FISCAL YEAR |             |
|--------|------------|---------|------------|------------------|------------|------------------------|-------------------|-------------|
|        |            |         |            | INTEREST         | PRINCIPAL  |                        | INTEREST          | PRINCIPAL   |
|        |            |         |            |                  |            | \$794,981.00           |                   |             |
| Oct-03 | 9/25/2003  | 1       | \$4,449.71 | \$1,987.45       | \$2,462.26 | \$792,518.74           |                   |             |
| Nov-03 | 10/31/2003 | 2       | \$4,449.71 | \$1,981.30       | \$2,468.41 | \$790,050.33           |                   |             |
| Dec-03 | 12/1/2003  | 3       | \$4,449.71 | \$1,975.13       | \$2,474.58 | \$787,575.75           |                   |             |
| Jan-04 | 1/6/2004   | 4       | \$4,449.71 | \$1,968.94       | \$2,480.77 | \$785,094.98           |                   |             |
| Feb-04 | 1/28/2004  | 5       | \$4,449.71 | \$1,962.74       | \$2,486.97 | \$782,608.01           |                   |             |
| Mar-04 | 2/25/2004  | 6       | \$4,449.71 | \$1,956.52       | \$2,493.19 | \$780,114.82           |                   |             |
| Apr-04 | 3/29/2004  | 7       | \$4,449.71 | \$1,950.29       | \$2,499.42 | \$777,615.40           |                   |             |
| May-04 | 4/30/2004  | 8       | \$4,449.71 | \$1,944.04       | \$2,505.67 | \$775,109.73           |                   |             |
| Jun-04 | 5/28/2004  | 9       | \$4,449.71 | \$1,937.77       | \$2,511.94 | \$772,597.79           | \$17,664.18       | \$22,383.21 |
| Jul-04 | 7/1/2004   | 10      | \$4,449.71 | \$1,931.49       | \$2,518.22 | \$770,079.57           |                   |             |
| Aug-04 | 7/29/2004  | 11      | \$4,449.71 | \$1,925.20       | \$2,524.51 | \$767,555.06           |                   |             |
| Sep-04 | 8/25/2004  | 12      | \$4,449.71 | \$1,918.89       | \$2,530.82 | \$765,024.24           |                   |             |
| Oct-04 | 9/28/2004  | 13      | \$4,449.71 | \$1,912.56       | \$2,537.15 | \$762,487.09           |                   |             |

Amortization

INTEREST REPAYMENTS

| IMPROVEMENTS FUNDS |                                 | FUND 3303                       |                 |                                   |  |                                 |                          |                                      |                           |                       |  |
|--------------------|---------------------------------|---------------------------------|-----------------|-----------------------------------|--|---------------------------------|--------------------------|--------------------------------------|---------------------------|-----------------------|--|
| MONTH              | IMPROVEMENT<br>REPAYMENTS (est) | INTEREST TO ADMIN<br>FEE (FIES) | 11S ACTUAL      | QUARTERLY<br>REPAYMENTS TO<br>11S | QUARTERLY<br>REPAYMENTS TO<br>GTES - ADMIN | 911S<br>IMPROVEMENT<br>INTEREST | 7th BOND-RECD<br>11-2011 | 8TH BOND<br>ISSUANCE RECD<br>12-2013 | TOTAL MONTHLY<br>INTEREST | QUARTERLY<br>INTEREST |  |
| October-13         | \$1,050,818.26                  | \$27,135.73                     | \$1,023,682.53  |                                   |  | \$23,108.10                     | \$141.79                 |                                      | \$23,249.89               |                       |  |
| November-13        | \$716,858.60                    | \$26,810.74                     | \$690,247.86    |                                   |  | \$90,495.95                     | \$0.00                   |                                      | \$90,495.95               |                       |  |
| December-13        | \$1,298,925.41                  | \$51,537.62                     | \$1,247,387.79  | \$2,961,323.18                    | \$105,279.09                               | \$40,294.08                     | \$0.00                   | \$418.58                             | \$40,652.66               | \$114,398.50          |  |
| January-14         | \$948,751.83                    | \$56,256.38                     | \$892,495.45    |                                   |  | \$51,451.42                     | \$308.41                 | \$656.21                             | \$52,416.04               |                       |  |
| February-14        | \$1,015,323.73                  | \$20,782.71                     | \$994,541.02    |                                   |  | \$31,702.67                     | \$22.17                  | \$146.92                             | \$31,871.76               |                       |  |
| March-14           | \$1,021,112.43                  | \$26,043.31                     | \$995,069.12    | \$2,882,125.59                    | \$103,061.40                               | \$28,203.34                     | \$17.82                  | \$0.00                               | \$28,221.16               | \$122,506.96          |  |
| April-14           | \$725,597.71                    | \$25,572.96                     | \$700,024.75    |                                   |  |                                 |                          |                                      | \$0.00                    |                       |  |
| May-14             |                                 |                                 | \$0.00          |                                   |  |                                 |                          |                                      | \$0.00                    |                       |  |
| June-14            |                                 |                                 | \$0.00          | \$700,024.75                      | \$25,572.96                                |                                 |                          |                                      | \$0.00                    | \$0.00                |  |
| FFY2014 TOTALS     | \$31,867,936.45                 | \$756,651.89                    | \$31,112,284.56 | \$9,970,639.54                    | \$379,446.61                               | \$383,578.96                    | \$1,355.35               | \$1,221.71                           | \$948,079.90              | \$386,156.02          |  |
| July-14            |                                 |                                 | \$0.00          |                                   |  |                                 |                          |                                      | \$0.00                    |                       |  |
| August-14          |                                 |                                 | \$0.00          |                                   |  |                                 |                          |                                      | \$0.00                    |                       |  |
| September-14       |                                 |                                 | \$0.00          | \$0.00                            | \$0.00                                     |                                 |                          |                                      | \$0.00                    | \$0.00                |  |
| FFY2014 TOTALS     | \$6,777,387.97                  | \$233,913.45                    | \$6,543,474.52  | \$6,543,474.52                    | \$233,913.45                               | \$235,192.56                    | \$490.19                 | \$1,221.71                           | \$236,907.46              | \$236,907.46          |  |

INTEREST REPAYMENTS

DRINKING WATER EMERGENCY LOAN PROGRAM - 3302 - 0360 - 0106

| MONTHS          | REPAYMENTS   | INTEREST    |
|-----------------|--------------|-------------|
| October-13      | \$67,230.49  | \$3,148.00  |
| November-13     | \$28,415.56  | \$6,940.02  |
| December-13     | \$28,782.44  | \$5,476.47  |
| January-14      | \$29,146.52  | \$6,525.83  |
| February-14     | \$28,782.44  | \$3,884.01  |
| March-14        | \$28,782.44  | \$4,615.79  |
| April-14        | \$28,782.44  |             |
| May-14          |              |             |
| June-14         |              |             |
| SFY 2014 TOTALS | \$314,556.19 | \$50,252.65 |
| July-14         |              |             |
| August-14       |              |             |
| September-14    |              |             |
| FFY 2014 TOTALS | \$239,925.13 | \$30,590.12 |

#2. Summary  
 Daily Deposits  
 Emergency  
 Prog

| SUMMARY OF EMERGENCY LOANS |  |                  |           |             |          |           |           |            |             |
|----------------------------|--|------------------|-----------|-------------|----------|-----------|-----------|------------|-------------|
| NO.                        | LOANEE   | REPAYMENT AMOUNT | TAX COMM  |             |          |           |           |            |             |
|                            |  |                  | 1/28/2011 | 2/7/2011    | 2/8/2011 | 2/11/2011 | 2/11/2011 | 2/28/2011  | 3/1/2011    |
|                            |  | \$16,887.50      |           |             |          |           |           |            | \$15,735.29 |
|                            |  |                  | 1/28/2011 | 2/7/2011    | 2/8/2011 | 2/11/2011 | 2/11/2011 | 2/28/2011  | 3/1/2011    |
|                            | ALCORN COUNTY W/A                                  | \$7,425.36       |           | 7425.36     |          |           |           |            |             |
|                            | BURNSVILLE, TOWN OF L710002-01 (9.19.13)           | \$962.41         |           |             |          |           |           |            |             |
|                            | DEESON ROUNDLAKE W/A (STARTS 8-1-14)               | \$644.17         |           |             |          |           |           |            |             |
|                            | HATTIESBURG-LAUREL RGNL AIRPORT AUTHORITY (7-1-20) | \$1,330.87       |           |             |          |           |           |            |             |
|                            | HIGH HILL W/A (8.1.12)                             | \$366.48         |           |             |          |           |           |            |             |
|                            | LONG BEACH (7.1.12)                                | \$3,816.29       |           |             |          |           |           |            |             |
|                            | MORTON DWE-L620009-01                              | \$1,151.88       |           |             |          |           |           | \$1,151.88 |             |
|                            | PASCAGOULA DWE-L300006-01 TAX BEGINS 6-2012        | \$4,662.06       |           |             |          |           |           |            |             |
|                            | PORT GIBSON DWE-L110005-01 TAX BEGINS 9-2012       | \$9,087.09       |           |             |          |           |           |            |             |
|                            | <b>TOTAL</b>                                       |                  | \$0.00    | \$14,586.41 | \$0.00   | \$0.00    | \$0.00    | \$1,151.88 | \$0.00      |

*Deposits - When Paid*

| IMPROVEMENTS LOAN REPAYMENTS |  | NO EAST LOWNDES PIF |          |               |           |            |               |            |
|------------------------------|--|---------------------|----------|---------------|-----------|------------|---------------|------------|
| Number                       | Loanes                                       | Loan Number         | Date Due | Received      | Total     | Current    | Repay Amt/No  | Pay Method |
|                              |  |                     |          | VLOOKUP COL 2 | Repay Due | Repayment# | VLOOKUP COL 5 |            |
| 1                            | ACL  | DWI-H280010-01-1    | 4/1/2014 | 3/21/2014     | 237       | 185        | \$1,828.31    | CHECK      |
| 2                            | ACL 2  | DWI-H280010-02      | 4/1/2014 | 3/21/2014     | 237       | 129        | \$2,813.88    | CHECK      |
| 3                            | ACL 3  | DWI-H280010-03      | 4/1/2014 | 3/21/2014     | 238       | 92         | \$1,997.48    | CHECK      |
| 4                            | ACL 4 (interest = admin fee till 3-2014)     | DWI-H280010-04      | 4/1/2014 | 3/21/2014     | 237       | 43         | \$637.52      | CHECK      |
| 5                            | ADAMSCO1                                     | DWI-H280062-01-2    | 4/1/2014 | 4/15/2014     | 237       | 130        | \$3,837.40    | CHECK      |
| 6                            | ADAMSCO2                                     | DWI-H280062-02-2    | 4/1/2014 | 4/2/2014      | 237       | 127        | \$4,449.71    | CHECK      |
| 7                            | ADAMSCO3                                     | DWI-H280062-03-2    | 4/1/2014 | 4/2/2014      | 237       | 114        | \$4,638.58    | CHECK      |
| 8                            | ADAMSCO4                                     | DWI-H280062-04-2    | 4/1/2014 | 4/2/2014      | 237       | 114        | \$3,058.08    | CHECK      |
| 9                            | ADAMSCO5 (interest = admin fee - all repays) | DWI-H280062-05-2    | 4/1/2014 | 4/2/2014      | 238       | 37         | \$543.73      | CHECK      |
| 10                           | ALGOMA                                       | DWI-H280034-01      | 4/1/2014 | 4/3/2014      | 233       | 145        | \$4,331.09    | CHECK      |
| 11                           | BEAR CREEK                                   | DWI-H280004-01-2    | 4/1/2014 | 4/14/2014     | 236       | 182        | \$5,783.45    | CHECK      |
| 12                           | BEAR CREEK 2                                 | DWI-H280004-02-2    | 4/1/2014 | 3/10/2014     | 237       | 129        | \$5,131.97    | CHECK      |
| 13                           | BEAR CREEK 3                                 | DWI-H280004-03-2    | 4/1/2014 | 3/10/2014     | 237       | 123        | \$4,729.73    | CHECK      |
| 14                           | BEAR CREEK 4                                 | DWI-H280004-04-2    | 4/1/2014 | 3/10/2014     | 237       | 81         | \$8,678.81    | CHECK      |
| 15                           | BEAR CREEK 5                                 | DWI-H280004-05-2    | 4/1/2014 | 3/10/2014     | 237       | 81         | \$2,466.41    | CHECK      |
| 16                           | BEAR CREEK 6                                 | DWI-H280004-06-2    | 4/1/2014 | 3/10/2014     | 238       | 78         | \$8,014.85    | CHECK      |
| 17                           | BEAR CREEK 7                                 | DWI-H280004-07-2    | 4/1/2014 | 3/10/2014     | 237       | 59         | \$8,369.88    | CHECK      |
| 18                           | BEAR CREEK 8                                 | DWI-H280004-08-2    | 4/1/2014 | 4/14/2014     | 238       | 79         | \$7,542.19    | CHECK      |

| #  | LOANEE  | PAYS OUT  | LOAN NUMBER      | DATE | 20                               |                                  | 21                               |                                     | 22        |                                     | 23                                 |  | 24 |  | 25 |  |
|----|---|-----------|------------------|------|----------------------------------|----------------------------------|----------------------------------|-------------------------------------|-----------|-------------------------------------|------------------------------------|--|----|--|----|--|
|    |   |           |                  |      | FY05 ACTUAL PRINCIPAL REPAYMENTS | FY06 ACTUAL PRINCIPAL REPAYMENTS | FY07 ACTUAL PRINCIPAL REPAYMENTS | FY08 PROJECTED PRINCIPAL REPAYMENTS | PULL DATE | FY09 PROJECTED PRINCIPAL REPAYMENTS | FY09 PROJECTED INTEREST REPAYMENTS |  |    |  |    |  |
| 1  | ACL THESE PROJECTIONS WERE DONE WITHOUT THE BUDGET FUNCTION | 8/1/2018  | DWH-H280010-01-1 |      | \$12,817.90                      | \$12,386.54                      | \$12,969.13                      | \$21,939.72                         | 6/1/2009  | \$14,187.01                         | \$7,742.71                         |  |    |  |    |  |
| 2  | ACL2  | 4/1/2023  | DWH-H280010-02   |      | \$17,708.81                      | \$19,388.74                      | \$19,093.12                      | \$19,730.77                         | 6/1/2009  | \$20,425.55                         | \$13,334.01                        |  |    |  |    |  |
| 3  | ACL3  | 4/1/2023  | DWH-H280010-03   |      |                                  |                                  | \$12,338.16                      | \$15,148.77                         | 6/1/2009  | \$15,531.88                         | \$9,437.88                         |  |    |  |    |  |
| 4  | ACL4 (interest = admin fee thru 3-2014)                     | 6/5/1930  | DWH-H280010-04-2 |      |                                  |                                  |                                  |                                     |           |                                     |                                    |  |    |  |    |  |
| 5  | ADAMS001  | 3/1/2023  | DWH-H280005-01-2 |      | \$25,232.90                      | \$26,000.38                      | \$26,781.21                      | \$27,696.09                         | 6/1/2009  | \$28,445.75                         | \$15,703.05                        |  |    |  |    |  |
| 6  | ADAMS002  | 6/1/2023  | DWH-H280005-02-2 |      | \$33,233.33                      | \$28,974.65                      | \$32,329.87                      | \$36,327.92                         | 6/1/2009  | \$34,538.59                         | \$19,857.93                        |  |    |  |    |  |
| 7  | ADAMS003  | 7/1/2024  | DWH-H280005-03-2 |      | \$21,180.21                      | \$26,652.32                      | \$30,065.83                      | \$33,779.20                         | 6/1/2009  | \$32,242.55                         | \$23,420.41                        |  |    |  |    |  |
| 8  | ADAMS004  | 7/1/2024  | DWH-H280005-04-2 |      | \$12,673.54                      | \$16,016.87                      | \$19,154.77                      | \$20,503.28                         | 6/1/2009  | \$19,664.22                         | \$17,032.74                        |  |    |  |    |  |
| 9  | ADAMS005 (interest = admin fee thru out life of loan)       | 1/1/2020  | DWH-H280002-05-2 |      |                                  |                                  |                                  |                                     |           |                                     |                                    |  |    |  |    |  |
| 10 | ALCONA  | 8/1/2021  | DWH-H280225-01   |      | \$31,954.77                      | \$32,463.01                      | \$32,450.41                      | \$34,487.83                         | 6/1/2009  | \$35,518.21                         | \$16,456.87                        |  |    |  |    |  |
| 11 | BEAR CREEK  | 10/1/2018 | DWH-H280004-01-2 |      | \$37,088.63                      | \$38,792.78                      | \$40,574.92                      | \$42,438.92                         | 6/1/2006  | \$44,388.56                         | \$14,772.84                        |  |    |  |    |  |
| 12 | BEAR CREEK 2  | 4/1/2023  | DWH-H280004-02-2 |      | \$35,600.81                      | \$36,592.16                      | \$37,799.41                      | \$38,851.95                         | 6/1/2009  | \$40,033.71                         | \$21,549.93                        |  |    |  |    |  |
| 13 | BEAR CREEK 3  | 10/1/2023 | DWH-H280004-03-2 |      | \$29,431.73                      | \$30,388.68                      | \$31,470.79                      | \$32,590.08                         | 6/1/2006  | \$33,749.21                         | \$22,007.55                        |  |    |  |    |  |
| 14 | BEAR CREEK 4  | 4/1/2027  | DWH-H280004-04-2 |      |                                  |                                  |                                  | \$44,114.49                         | 6/1/2009  | \$50,002.84                         | \$34,142.88                        |  |    |  |    |  |
| 15 | BEAR CREEK 5  | 3/1/2027  | DWH-H280004-05-2 |      |                                  |                                  |                                  | \$19,740.81                         | 6/1/2009  | \$19,709.12                         | \$10,891.80                        |  |    |  |    |  |
| 16 | BEAR CREEK 6 BEGAN 11-07                                    | 8/1/2027  | DWH-H280004-06   |      |                                  |                                  |                                  | \$39,358.67                         | 6/1/2006  | \$5,111.04                          | \$3,258.84                         |  |    |  |    |  |
| 17 | BEAR CREEK 7 BEGAN 6-09                                     | 2/1/2029  | DWH-H280004-07   |      |                                  |                                  |                                  |                                     | 6/1/2009  | \$59,843.67                         | \$33,602.61                        |  |    |  |    |  |
| 18 | BEAR CREEK 8 BEGAN 10-07                                    | 7/1/2027  | DWH-H280004-08   |      |                                  |                                  |                                  |                                     | 6/1/2009  |                                     |                                    |  |    |  |    |  |
|    | BEAVER MEADOW - BEGINS 6-11-14                              | 1/1/2024  | DWH-L310004-01-3 |      |                                  |                                  |                                  |                                     |           |                                     |                                    |  |    |  |    |  |

Projections  
 (this projects yearly receipts of principal + interest thru the life of the loan)

#

**ADMIN FEE DIVERSIONS from DIRECT REPAYMENTS**

MONTH: April-14 NOTE DATE PAID -TOTAL ONLY THOSE PAID IN THE CURRENT MONTH

|    | LOANEE                 | ADMIN FEE     | MO REPAY AMT | DATE PAID | INT->01ES    | CALCULATES TO PRINCIPAL |
|----|------------------------|---------------|--------------|-----------|--------------|-------------------------|
| 1  | ACL 4                  | \$ 28,909.00  | \$ 2,349.09  | 3/21/2014 | \$ 637.52    | \$ 1,711.57             |
| 2  | ADAMS CO 5             | \$ 50,832.85  | \$ 543.73    | 4/2/2014  | \$ 150.77    | \$ 392.96               |
| 3  | BEAVER MEADOW          | \$ 37,585.70  | \$ 1,288.04  | #N/A      | #N/A         | #N/A                    |
| 4  | BUNKER HILL goes       | \$ 15,825.00  | \$ 1,242.97  | 5/1/2014  | \$ 363.42    | \$ 879.55               |
| 5  | CEDAR GROVE- HARMON    | \$ 9,375.00   | \$ 531.14    | 4/8/2014  | \$ 154.88    | \$ 376.48               |
| 6  | CALEDONIA              | \$ 215,282.15 | \$ 16,715.83 | 4/15/2014 | \$ 4,874.11  | \$ 12,041.52            |
| 7  | CORINTH 5              | \$ 478,730.80 | \$ 38,307.73 | 3/27/2014 | \$ 10,622.04 | \$ 27,885.69            |
| 8  | CORINTH 6              | \$ 250,000.00 | \$ 24,575.99 | 3/27/2014 | \$ 7,354.08  | \$ 17,221.93            |
| 9  | CORINTH 7              | \$ 250,000.00 | \$ 22,971.53 | 3/27/2014 | \$ 6,716.35  | \$ 16,255.18            |
| 10 | CULKIN 3               | \$ 50,155.20  | \$ 4,238.40  | 2/21/2014 | \$ 1,169.70  | \$ 3,066.70             |
| 11 | FOXWORTH               | \$ 37,500.00  | \$ 1,534.16  | 4/17/2014 | \$ 453.83    | \$ 1,080.33             |
| 12 | GLADE                  | \$ 84,384.90  | \$ 4,942.43  | 4/3/2014  | \$ 1,370.45  | \$ 3,571.98             |
| 13 | GREENFIELD 4 (peys 3 m | \$ 52,535.95  | \$ 4,525.01  | 3/17/2014 | \$ 1,281.15  | \$ 3,243.86             |
| 14 | HILDALE 6              | \$ 65,501.90  | \$ 5,540.19  | 4/2/2014  | \$ 1,536.20  | \$ 4,003.99             |
| 15 | HILDALE 6 START 9-20   | \$ 68,451.26  | \$ 4,129.33  | 4/2/2014  | \$ 1,221.52  | \$ 2,907.81             |
| 16 | HWY 28 3               | \$ 18,580.40  | \$ 1,092.98  | 4/10/2014 | \$ 300.48    | \$ 792.47               |
| 17 | JEFF DAVIS             | \$ 7,800.00   | \$ 585.11    | 4/9/2014  | \$ 179.72    | \$ 405.38               |
| 18 | LEXIE                  | \$ 21,812.50  | \$ 990.94    | 4/18/2014 | \$ 288.58    | \$ 702.35               |
| 19 | MCHENRY BEGINS 9-20    | \$ 33,982.50  | \$ 1,880.35  | 4/11/2014 | \$ 500.91    | \$ 1,179.44             |
| 20 | NEW HOPE 3             | \$ 24,113.15  | \$ 1,468.77  | 4/16/2014 | \$ 407.27    | \$ 1,081.50             |
| 21 | NICHOLSON              | \$ 49,775.20  | \$ 2,398.50  | 3/24/2014 | \$ 664.51    | \$ 1,731.99             |

#2. DEPOSIT SUMMO  
 page

| CK # | DATE   | AMT       | PAYOR      | DWI-H289          | REPAY #    | REPAY MO | CHECK TOTAL | ADM FEE     | PRINCIPAL  |
|------|--------|-----------|------------|-------------------|------------|----------|-------------|-------------|------------|
| 1    | 4885   | 5/22/2014 | \$1,828.31 | ACL W/A           | L610001-01 | 187      | Jun-14      | \$0.00      | \$1,828.31 |
| 2    |        |           | \$2,813.88 | ACL W/A           | L610001-02 | 131      | Jun-14      | \$0.00      | \$2,813.88 |
| 3    |        |           | \$1,997.48 | ACL W/A           | L610001-03 | 84       | Jun-14      | \$0.00      | \$1,997.48 |
| 4    |        |           | \$2,349.09 | ACL W/A           | L610001-04 | 45       | Jun-14      | \$0.00      | \$2,349.09 |
| 5    | 001824 | 4/14/2014 | \$3,637.40 | ADAMS CO W/A      | H280082-01 | 130      | Apr-14      | \$0.00      | \$3,637.40 |
| 9    | 001843 | 4/30/2014 | \$4,449.71 | ADAMS CO W/A      | H280082-02 | 128      | May-14      | \$12,690.10 | \$4,449.71 |
| 7    |        |           | \$4,638.58 | ADAMS CO W/A      | H280082-03 | 115      | May-14      | \$0.00      | \$4,638.58 |
| 8    |        |           | \$3,058.08 | ADAMS CO W/A      | H280082-04 | 115      | May-14      | \$0.00      | \$3,058.08 |
| 9    |        |           | \$543.73   | ADAMS CO W/A      | H280082-05 | 38       | May-14      | \$150.13    | \$393.80   |
| 10   | 25442  | 5/2/2014  | \$7,425.36 | ALCORN COUNTY W/A | L020008-01 | 43       | May-14      | \$7,425.36  | \$0.00     |
| 11   |        |           | \$7,425.36 | ALCORN COUNTY W/A | L020008-01 |          |             | \$0.00      | \$7,425.36 |
| 12   | 11687  | 5/1/2014  | \$4,331.09 | ALGOMA W/A        | H280034-01 | 148      | May-14      | \$4,331.09  | \$0.00     |
| 13   | 018980 | 4/9/2014  | \$5,783.45 | BEAR CREEK W/A    | H280004-01 | 182      | Apr-14      | \$50,607.29 | \$0.00     |
| 14   |        |           | \$5,131.87 | BEAR CREEK W/A    | H280004-02 | 130      | May-14      | \$0.00      | \$5,131.87 |

**ATTACHMENT 4  
 DEPOSITS**

#5 Deposit Slip

DRINKING WATER STATE REVOLVING FUND  
 LG&RWS IMPROVEMENTS

| FUND | ORG  | REPT CAT | PROJECT | REVENUE | SUB REV | AMOUNT      |
|------|------|----------|---------|---------|---------|-------------|
| 3303 | 0380 | 011S     | 88000LQ |         |         | \$17,030.59 |
| 3303 | 0380 | 01ES     | 88000LQ | 49500   | AM      | \$0.00      |

ADMIN FEE

SUBMITTED: 5/28/2014

BY: DESMONE BLACK

| PAYOR            | PAY# | DATE   | DWI-H/L    | AMT         | CHECK #      | CHECK     |             | ADMIN FEE | 011S        |
|------------------|------|--------|------------|-------------|--------------|-----------|-------------|-----------|-------------|
|                  |      |        |            |             |              | DATE      | AMOUNT      |           |             |
| SW COVINGTON W/A | 142  | May-14 | H280054-01 | \$1,903.69  | 13658        | 5/22/2014 | \$1,903.69  | \$0.00    | \$1,903.69  |
| TRILAKE W/A      | 150  | Jul-14 | H280024-01 | \$1,893.41  | 8315         | 5/23/2014 | \$1,893.41  | \$0.00    | \$1,893.41  |
| WALLS W/A        | 58   | Jun-14 | H280101-02 | \$8,137.82  | 16557        | 5/22/2014 | \$13,433.49 | \$0.00    | \$8,137.82  |
| WALLS W/A        | 69   | Jun-14 | H280101-03 | \$5,295.67  |              |           |             | \$0.00    | \$5,295.67  |
|                  |      |        |            | \$17,030.59 | <b>TOTAL</b> |           | \$17,030.59 | \$0.00    | \$17,030.59 |

#3. Deposit Slip  
 Emergency  
 Project

DRINKING WATER STATE REVOLVING FUND  
 LG&RWS EMERGENCY  
 DEPOSIT

FUND: 3302 RPTG CAT: 010S  
 ORG: 0360 PROJECT: 88000LE0  
 SUBMITTED: 5/28/2014 BY: NANCY STALLINGS

| PAYOR        | PAY # | DATE | DWE- | CHECK # | CHECK DATE | REPAY AMT | CHECK AMOUNT |
|--------------|-------|------|------|---------|------------|-----------|--------------|
|              |       |      |      |         |            | #N/A      | #N/A         |
| <b>TOTAL</b> |       |      |      |         |            |           | #N/A         |

## ATTACHMENT 5 DOR DEPOSITS

| Health Department - DWERLF Program<br>Local Government & Rural Water Systems Improv. Board<br>Emergency Loans - Fund #3302 |                  |                 |
|--|------------------|-----------------|
| CITY   | LOAN NUMBER      | 2/12/2014       |
|  |                  | AMOUNT          |
|  |                  | Month Collected |
|  |                  | Jan-14          |
|  |                  | Feb-14          |
| Burnsville   | DWE-L710002-01   | 962.41          |
| Long Beach   | DWE-L240005-01-0 | 3816.29         |
| Pascagoula   | DWE-L300006-01   | 4662.06         |
| Port Gibson  | DWE-L110005-01-1 | 9087.09         |
| Total Loans for Fund #3302   |                  | 18,507.85       |

| Health Department - DWSIRLF Program<br>Local Government & Rural Water Systems Improv. Board<br>Improvement Loans-Fund #3303 |                  |                 |
|---|------------------|-----------------|
| CITY  | LOAN NUMBER      | 2/12/2014       |
|   |                  | AMOUNT          |
|   |                  | Month Collected |
|   |                  | Jan-14          |
|   |                  | Feb-14          |
| Belzoni   | DWI-L270001-01-2 | 1,782.15        |
| Belzoni   | DWI-L270001-02-2 | 1,075.43        |
| Biloxi  | DWI-L240001-01   | 5788.25         |
| Carthage  | DWI-H280056-01-2 | 3,387.89        |
| Clinton   | DWI-H280088-02-2 | 9,584.94        |
| D'iberville   | DWI-H280009-01-1 | 3,727.55        |
| D'iberville   | DWI-H280009-02   | 2,370.70        |
| Gautier   | DWI-H280092-01-3 | 9,019.22        |
| Gautier   | DWI-H280114-01-2 | 3,765.83        |
| Gautier   | DWI-H280114-02-2 | 2,149.95        |
| Gloster   | DWI-H280059-01-2 | 1,387.01        |
| Gloster   | DWI-H280059-02-2 | 1,234.47        |
| Hernando  | DWI-L170009-04-2 | 4,674.53        |
| Horn Lake   | DWI-H280033-01-2 | 9,248.99        |
| Horn Lake   | DWI-H280033-02-2 | 4,527.59        |
| Laurel  | DWI-H280093-01   | 4,550.68        |
| Long Beach  | DWI-H280008-01-3 | 5,710.44        |
| Long Beach  | DWI-H280008-02-3 | 2,295.45        |
| Long Beach  | DWI-H280008-03-3 | 1,543.03        |
| Louis   | DWI-H280119-01-1 | 495.35          |
| Marion  | DWI-H280906-01-2 | 4,344.41        |
| Marks   | DWI-L600007-01-2 | 2,934.00        |
| Morton  | DWI-H280089-01-1 | 6,889.34        |
| Morton  | DWI-H280089-02-1 | 564.21          |
| Moss Point  | DWI-H280120-01-2 | 6,558.32        |
| Newton  | DWI-H280140-01-2 | 4,010.11        |
| Ocean Springs   | DWI-H280035-01-3 | 3,549.06        |
| Ocean Springs   | DWI-H280035-02-3 | 6,171.05        |
| Ocean Springs   | DWI-H280035-03-2 | 9,920.50        |
| Ocean Springs   | DWI-H280035-04-2 | 5,236.61        |
| Ocean Springs   | DWI-H280035-05-2 | 4,281.20        |
| Olive Branch  | DWI-H280049-05-3 | 7,751.28        |
| Pearl   | DWI-H280055-01-1 | 2,282.27        |
| Pearl   | DWI-H280055-03-1 | 4,158.78        |
| Pearl   | DWI-H280055-04   | 4,079.42        |
| Pearl   | DWI-H280055-05-2 | 9,554.74        |
| Picayune  | DWI-H280065-01-1 | 1,488.91        |
| Purvis  | DWI-H280041-01-2 | 3,405.94        |
| Raymond   | DWI-H280125-01-2 | 2,365.04        |
| Ridgeland   | DWI-L450013-01-2 | 9,076.09        |
| Southaven   | DWI-H280067-01-2 | 7,865.89        |
| Southaven   | DWI-H280067-02-2 | 7,668.16        |
| Southaven   | DWI-H280067-03-2 | 7,020.75        |
| Southaven   | DWI-H280067-04-2 | 8,707.70        |
| Southaven   | DWI-H280067-05-2 | 4,250.61        |
| Southaven   | DWI-H280067-06-2 | 10,704.56       |
| Southaven   | DWI-L170018-07-2 | 5,543.60        |
| Southaven   | DWI-H280067-08-2 | 9,328.69        |
| Starkville  | DWI-H280073-04-2 | 5,012.28        |
| Tunica  | DWI-L720004-01-2 | 2,156.72        |
| Tupelo  | DWI-H280090-01-2 | 6,507.52        |
| Tupelo  | DWI-H280090-02-1 | 2,571.84        |
| Winona  | DWI-L490010-02-2 | 1,676.77        |
| Total Loans for Fund #3303  |                  | 255,956.12      |

#4. DOR email listing loan repayments deposited for municipalities from sales tax withholding receipts

| #     | LOANEE          | DWI-280      | IMPROV<br>REPAY | EMERG<br>REPAY | INT TO<br>ADMIN | ACTUAL<br>REPAY AMT | REPAY #      | MONTH  |
|-------|-----------------|--------------|-----------------|----------------|-----------------|---------------------|--------------|--------|
| 1     | 1 BELZONI       | 034-01       | \$1,782.15      |                | \$468.82        | \$1,313.33          |              | Jun-18 |
| 2     | 2 BELZONI 2     | 034-02       | \$1,075.43      |                | \$304.48        | \$770.95            |              |        |
| 3     | BILOXI          | L240001-01   | \$5,788.35      |                | \$1,892.38      | \$4,095.97          |              |        |
| 4     | EMR BURNSVILLE  | E-L710002-Q1 |                 | \$882.41       |                 |                     |              |        |
| 5     | CARTHAGE        | 056-01       | \$3,387.89      |                |                 | \$3,387.89          |              |        |
| 6     | CLINTON         | 088-02       | \$9,584.94      |                | \$2,498.48      | \$7,086.46          |              |        |
| 7     | 1 DIBERVILLE    | 009-01       | \$3,727.55      |                |                 | \$3,727.55          |              |        |
| 8     | 2 DIBERVILLE    | 009-02       | \$2,370.70      |                |                 | \$2,370.70          |              |        |
| 9     | GAUTIER         | 092-01       | \$9,019.22      |                |                 | \$9,019.22          |              |        |
| 10    | GAUTIER1        | 114-01       | \$3,765.83      |                |                 | \$3,765.83          |              |        |
| 11    | GAUTIER2        | 114-02       | \$2,149.95      |                |                 | \$2,149.95          |              |        |
| 12    | 1 GLOSTER       | 059-01       | \$1,387.01      |                |                 | \$1,387.01          |              |        |
| 13    | 2 GLOSTER       | 059-02       | \$1,234.47      |                |                 | \$1,234.47          |              |        |
| 14    | HERNANDO 4      | L170009-04   | \$4,874.53      |                | \$1,345.17      | \$3,329.36          |              |        |
| 15    | 1 HORN LAKE     | 033-01       | \$9,248.99      |                |                 | \$9,248.99          |              |        |
| 16    | 2 HORN LAKE     | 033-02       | \$4,527.59      |                |                 | \$4,527.59          |              |        |
| 17    | LAUREL          | 093-01       | \$4,550.88      |                | \$1,202.56      | \$3,348.33          |              |        |
| 18    | 1 LONG BEACH    | 008-01       | \$5,710.44      |                |                 | \$5,710.44          |              |        |
| 19    | 2 LONG BEACH    | 008-02       | \$2,295.45      |                |                 | \$2,295.45          |              |        |
| 20    | 3 LONG BEACH    | 008-03       | \$1,543.03      |                |                 | \$1,543.03          |              |        |
| 21    | EMR LONG BEACH  | L240005-01   |                 | \$3,816.20     |                 |                     |              |        |
| 22    | LOUIJ           | 119-01       | \$495.35        |                |                 | \$495.35            |              |        |
| 23    | MARION          | 006-01       | \$4,344.41      |                |                 | \$4,344.41          |              |        |
| 24    | MARKS           | L600007-01   | \$2,934.00      |                | \$827.27        | \$2,106.73          |              |        |
| 25    | MORTON          | 089-01       | \$8,889.34      |                |                 | \$8,889.34          |              |        |
| 26    | MORTON 2        | 089-02       | \$584.21        |                |                 | \$584.21            |              |        |
| 27    | MOSS POINT      | 120-01       | \$8,558.32      |                |                 | \$8,558.32          |              |        |
| 28    | NEWTON          | 140-01       | \$4,010.11      |                | \$1,040.48      | \$2,969.63          |              |        |
| 29    | 1 OCEAN SPRINGS | 035-01       | \$3,549.08      |                |                 | \$3,549.08          |              |        |
| 30    | 2 OCEAN SPRINGS | 035-02       | \$8,171.05      |                |                 | \$8,171.05          |              |        |
| 31    | 3 OCEAN SPRINGS | 035-03       | \$9,920.50      |                |                 | \$9,920.50          |              |        |
| 32    | 4 OCEAN SPRINGS | 035-04       | \$5,238.61      |                |                 | \$5,238.61          |              |        |
| 33    | 5 OCEAN SPRINGS | 035-05       | \$4,281.20      |                |                 | \$4,281.20          |              |        |
| 34    | 5 OLIVE BRANCH  | 049-05       | \$7,751.28      |                |                 | \$7,751.28          |              |        |
| 36    | EMR PASCAGOULA  | E-L300008-01 |                 | \$4,682.08     |                 |                     |              |        |
| 36    | 1 PEARL         | 055-01       | \$2,282.27      |                |                 | \$2,282.27          |              |        |
| 37    | 3 PEARL         | 055-03       | \$4,158.78      |                |                 | \$4,158.78          |              |        |
| 38    | 4 PEARL         | 055-04       | \$4,079.42      |                |                 | \$4,079.42          |              |        |
| 39    | 5 PEARL         | 055-05       | \$9,554.74      |                |                 | \$9,554.74          |              |        |
| 40    | PICAYUNE        | 085-01       | \$1,488.91      |                |                 | \$1,488.91          |              |        |
| 41    | EMR PORT GIBSON | E-L110005-01 |                 | \$9,087.09     |                 |                     |              |        |
| 42    | PURVIS          | 041-01       | \$3,405.94      |                |                 | \$3,405.94          |              |        |
| 43    | RAYMOND         | 125-01       | \$2,365.04      |                |                 | \$2,365.04          |              |        |
| 44    | RIDGELAND       | 121-01       | \$9,076.09      |                |                 | \$9,076.09          |              |        |
| 45    | 1 SOUTHAVEN     | 087-01       | \$7,885.89      |                |                 | \$7,885.89          |              |        |
| 46    | 2 SOUTHAVEN     | 087-02       | \$7,688.36      |                |                 | \$7,688.36          |              |        |
| 47    | 3 SOUTHAVEN     | 087-03       | \$7,020.75      |                |                 | \$7,020.75          |              |        |
| 48    | 4 SOUTHAVEN     | 087-04       | \$8,707.70      |                |                 | \$8,707.70          |              |        |
| 49    | 5 SOUTHAVEN     | 087-05       | \$4,250.81      |                |                 | \$4,250.81          |              |        |
| 50    | 8 SOUTHAVEN     | 067-08       | \$10,704.56     |                |                 | \$10,704.56         |              |        |
| 51    | 7 SOUTHAVEN     | 087-07       | \$5,543.60      |                |                 | \$5,543.60          |              |        |
| 52    | 8 SOUTHAVEN     | 087-08       | \$9,328.89      |                |                 | \$9,328.89          |              |        |
| 53    | 4 STARKVILLE    | 073-04       | \$5,012.28      |                |                 | \$5,012.28          |              |        |
| 54    | TUNICA          | L720004-01   | \$2,158.72      |                | \$633.06        | \$1,525.67          |              |        |
| 55    | 1 TUPELO        | 090-01       | \$8,507.52      |                |                 | \$8,507.52          |              |        |
| 56    | 2 TUPELO        | 090-02       | \$2,571.84      |                |                 | \$2,571.84          |              |        |
| 57    | WINONA 2        | L490010-02   | \$1,876.77      |                | \$223.25        | \$1,453.52          |              |        |
| TOTAL |                 |              | \$258,958.12    | \$18,507.88    | \$10,238.93     | \$245,720.19        | \$258,958.12 |        |

# 4. Month:  
 Summary  
 Page for  
 DOR  
 Deposit

### ATTACHMENT 6 CONTRACTOR PAYMENTS

| CRG - FY2014                 | CONTRACT AMT       | \$ 94,500.00       |                    |                    |                    |
|------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
|                              | AMOUNT             | EXPENDS            | BALANCE            |                    |                    |
| W12C                         | \$13,484.60        | \$13,484.60        | \$0.00             |                    |                    |
| W13C                         | \$81,015.40        | \$63,833.77        | \$17,181.63        |                    |                    |
| <b>TOTAL</b>                 | <b>\$94,500.00</b> | <b>\$77,318.37</b> | <b>\$17,181.63</b> |                    |                    |
|                              |                    |                    | W12C               | W13C               | CONTRACT BALANCE   |
|                              | DATED SUBMITTED    | INVOICE AMOUNT     | \$13,484.60        | \$81,015.40        | \$ 94,500.00       |
|                              |                    |                    |                    |                    | \$94,500.00        |
| August-13                    | 11/26/2013         | \$8,590.91         | \$4,893.69         | \$81,015.40        | \$85,909.09        |
| September-13                 | 11/26/2013         | \$4,893.69         | \$0.00             | \$81,015.40        | \$81,015.40        |
| September-13                 | 11/26/2013         | \$3,697.22         | \$0.00             | \$77,318.18        | \$77,318.18        |
| October-13                   | 11/28/2013         | \$8,590.91         | \$0.00             | \$68,727.27        | \$68,727.27        |
| November-13                  | 12/17/2013         | \$8,590.91         | \$0.00             | \$60,136.36        | \$60,136.36        |
| December-13                  | 2/6/2014           | \$8,591.00         | \$0.00             | \$51,545.36        | \$51,545.36        |
| January-14                   | 3/10/2014          | \$8,591.00         | \$0.00             | \$42,954.36        | \$42,954.36        |
| February-14                  | 3/24/2014          | \$8,590.91         | \$0.00             | \$34,363.45        | \$34,363.45        |
| March-14                     | 5/2/2014           | \$8,590.91         | \$0.00             | \$25,772.54        | \$25,772.54        |
| April-14                     | 5/27/2014          | \$8,590.91         | \$0.00             | \$17,181.63        | \$17,181.63        |
| May-14                       |                    |                    | \$0.00             | \$17,181.63        | \$17,181.63        |
| June-14                      |                    |                    | \$0.00             | \$17,181.63        | \$17,181.63        |
|                              |                    |                    |                    |                    |                    |
| <b>EXPENDED</b>              |                    | <b>\$77,318.37</b> | <b>\$13,484.60</b> | <b>\$63,833.77</b> |                    |
| <b>BALANCE</b>               |                    |                    | <b>\$0.00</b>      | <b>\$17,181.63</b> | <b>\$17,181.63</b> |
| <b>AVERAGE</b>               |                    | <b>\$8,590.93</b>  |                    |                    |                    |
| <b>PROJ REMNG MO EXPENSE</b> |                    | <b>\$17,181.86</b> |                    |                    |                    |
| <b>PROJ REMNG BALANCE</b>    |                    | <b>-\$0.23</b>     |                    |                    |                    |

# 2 Summary Page  
 Contractors

| FY2014 CONTRACTOR BALANCES |            |               |              |                  |                     |
|----------------------------|------------|---------------|--------------|------------------|---------------------|
| CONTRACTOR                 | CONTRACT # | CONTRACT AMT  | EXPENDS      | CONTRACT BALANCE | LAST MONTH INVOICED |
| CRG - TECH ASSIST          | 82389      | \$ 94,500.00  | \$77,318.37  | \$17,181.63      |                     |
| MSU - BOARD                | 82969      | \$ 45,000.00  | \$30,853.42  | \$14,346.58      |                     |
| MRWA - HOOT                | 82967      | \$ 47,925.00  | \$23,103.93  | \$24,821.07      |                     |
| MRWA-PEER                  | 82965      | \$ 15,838.93  | \$8,623.01   | \$7,215.92       |                     |
| MRWA - WELL                | 82384      | \$ 79,841.19  | \$58,594.28  | \$21,246.91      |                     |
| MRWA - SOUTH - WELL        | 82391      | \$ 420,000.00 | \$426,483.08 | -\$6,483.08      |                     |
| MSU - ERG                  | Doris      | \$ 206,808.87 | \$20,322.63  | \$186,486.24     |                     |
| MRWA - ADV MGT             | Doris      | \$ 108,721.34 | \$66,070.35  | \$42,650.99      |                     |

| <b>Payment Request</b>   |  |   |   |                                   |
|--|--|---|---|-----------------------------------|
| Mississippi State Department of Health<br>P. O. Box 1700<br>Jackson, Mississippi 39215-1700  |  |   |   |                                   |
| <b>Payee:</b>  | <u>STATE TREASURY FUND 3301</u><br><u>MISS STATE DEPARTMENT OF HEALTH</u><br><u>P O BOX 1700</u><br><u>JACKSON MS 39215-1700</u> | <b>Date of Voucher:</b>   | <u>4/30/2014</u>  | <b>Fiscal Year</b><br><u>2014</u> |
|  |  | <b>Authorized By:</b>   | <u>JAMES H. CRAIG, III, CHAIRMAN</u>  |                                   |
|  |  | <b>Name of Unit:</b>  | <u>Local Governments &amp; Rural Water</u><br><u>Systems Improvements Loan Fund</u> |                                   |
| <b>DATE</b>  | <b>DESCRIPTION</b>   | <b>AMOUNT</b>   |   |                                   |
| <p><b>TOTAL AMOUNT:</b>     <u>    \$5,313.99</u></p><br><p><b>MONTH:</b>     February-14     <u>    \$5,313.99</u></p><br><p><b>DESCRIPTION: REIMBURSEMENT</b><br/> <u>TO FUND 3301 / 0356 / 05LS / 22000WS0</u></p><br><p><b>FOR: WORK DONE BY MISS RURAL WATER ASSOCIATION TO PROVIDE<br/>           ADVANCED MANAGEMENT &amp; CONTINUING EDUCATION TRAINING<br/>           FOR THE STATE'S WATER SYSTEMS</b></p> |  |   |   |                                   |
| <b>Certificate of Receiving</b><br>THE ABOVE DESCRIBED MATERIALS AND/OR SERVICES HAVE BEEN RECEIVED AND/OR PERFORMED; ARE SATISFACTORY AND UP TO SPECIFICATIONS; AND THE AMOUNT INDICATED IS HEREBY RECOMMENDED FOR PAYMENT.   |  | <b>Accounting Office Approval</b><br>The above named person or vendor is certified to pay cash for the above described materials and/or services. |   |                                   |
| <b>SIGNATURE</b>   |  | <b>DATE</b>   |   | <b>(Date)</b>                     |
| <b>FUND</b>  | <b>ORG</b>   | <b>ACTIVITY</b>   | <b>REPTG CATEGORY</b>   | <b>Department (Treasury Fund)</b> |
| 3303   | 0360   | 1707  | W12F  | <b>Object Code</b>                |
| <b>PROJECT: 88000L10</b>   |  |   |   |                                   |
| <b>Instructions:</b><br>1. To request payment with order, attach Purchase Request.     4. Complete upper portion of form and the Certificate of Receiving.<br>2. To request payment of an invoice >\$200, attach invoice.     5. Send the first 2 copies with required attachments to the Division of Finance & Accounts, Purchasing Branch.<br>3. To request payment of periodic invoices, attach invoice.          |  |   |   |                                   |

# ATTACHMENT 7 LOAN INFORMATION

The screenshot shows a web application interface for entering loan information. The browser title is "DEPARTMENT OF HEALTH" and the date is "12/05/2016 09:49:43". The interface is divided into two main sections: "Project Information" and "Geographical Info".

**Project Information:**

- Program Name
- Loan/Grant Recipient
- Loan / Grant Number (with a "List" button)
- Loan / Grant Name\*
- Pfd Order Number
- Flag
- Fed Fund Year
- Loan/Grant Recipient FY
- Congressional District
- County
- City
- Description (with a "CRD" button)
- Start Date
- End Date

**Geographical Info:**

| Type | Description | Lat | Long |
|------|-------------|-----|------|
|      |             |     |      |
|      |             |     |      |
|      |             |     |      |
|      |             |     |      |

\* Loan / Grant Name = Project Name  
\* Loan / Grant Number = Project Number





**LOAN DISBURSEMENTS**

#6 Report

01/01/2013 - 12/31/2013

|                           |                              |
|---------------------------|------------------------------|
| Loanee: Beaver Meadow W/A | Loanee's FY: JAN-01 - DEC-31 |
| Loan #: DWI-L310004-01    |                              |

| PR # | Date Processed | Check Mailed Date | Regular Federal | SP1    | SP2    | State       | 0118         | Total Amt.   |
|------|----------------|-------------------|-----------------|--------|--------|-------------|--------------|--------------|
| 3    | 01/22/2013     | 01/26/2013        | \$16,535.50     | \$0.00 | \$0.00 | \$4,175.30  | \$0.00       | \$20,710.80  |
| 4    | 02/15/2013     | 02/23/2013        | \$33,984.73     | \$0.00 | \$0.00 | \$8,581.32  | \$0.00       | \$42,566.05  |
| 5    | 03/12/2013     | 03/26/2013        | \$0.00          | \$0.00 | \$0.00 | \$0.00      | \$103,083.81 | \$103,083.81 |
| 6    | 04/15/2013     | 05/01/2013        | \$0.00          | \$0.00 | \$0.00 | \$0.00      | \$44,587.96  | \$44,587.96  |
| 7    | 05/16/2013     | 06/29/2013        | \$0.00          | \$0.00 | \$0.00 | \$0.00      | \$18,992.16  | \$18,992.16  |
| 8    | 07/29/2013     | 08/14/2013        | \$0.00          | \$0.00 | \$0.00 | \$0.00      | \$86,688.45  | \$86,688.45  |
|      |                | TOTALS            | \$50,520.23     | \$0.00 | \$0.00 | \$12,756.62 | \$253,352.38 | \$316,629.23 |

**ALL LOAN DISBURSEMENTS DURING SFY**  
**2013**  
 07/01/2012 - 06/30/2013

| Loanee Name      | Loan #         | Check      | PR #   | Regular Federal | SP1    | SP2    | State  | O11S        | Total Amt.  |
|------------------|----------------|------------|--------|-----------------|--------|--------|--------|-------------|-------------|
| Baldwyn, Town of | DW1-L590001-01 | 04/24/2013 | 1      | \$0.00          | \$0.00 | \$0.00 | \$0.00 | \$65,192.00 | \$65,192.00 |
|                  |                |            | TOTALS | \$0.00          | \$0.00 | \$0.00 | \$0.00 | \$65,192.00 | \$65,192.00 |

#6. Report  
by loanee for  
SFY

**LOAN RECIPIENTS RECEIVING ITS 1ST DISBURSEMENT DURING SFY**

2013

07/01/2012 - 06/30/2013



| Payment Date | Loanee Name          | Loan #         | Regular Federal     | SP1           | SP2           | State              | 011S                | Total Amt.          |
|--------------|----------------------|----------------|---------------------|---------------|---------------|--------------------|---------------------|---------------------|
| 04/08/2013   | Baldwyn, Town of     | DWI-L590001-01 | \$0.00              | \$0.00        | \$0.00        | \$0.00             | \$65,192.00         | \$65,192.00         |
| 06/28/2013   | Center W/A           | DWI-L550001-01 | \$0.00              | \$0.00        | \$0.00        | \$0.00             | \$40,115.00         | \$40,115.00         |
| 10/18/2012   | Central Yazoo W/A    | DWI-L820004-01 | \$38,299.03         | \$0.00        | \$0.00        | \$0.00             | \$9,241.97          | \$47,541.00         |
| 07/25/2012   | Columbia, City of    | DWI-L460003-01 | \$42,747.15         | \$0.00        | \$0.00        | \$10,315.35        | \$0.00              | \$53,062.50         |
| 07/23/2012   | Good Hope W/A        | DWI-L330004-01 | \$57,250.00         | \$0.00        | \$0.00        | \$0.00             | \$0.00              | \$57,250.00         |
| 05/13/2013   | Greenwood, City of   | DWI-L420001-01 | \$0.00              | \$0.00        | \$0.00        | \$0.00             | \$92,624.00         | \$92,624.00         |
| 11/19/2012   | Port Gibson, City of | DWI-L110005-01 | \$66,053.23         | \$0.00        | \$0.00        | \$15,941.77        | \$0.00              | \$82,005.00         |
| 11/19/2012   | Tchula, Town of      | DWI-L260016-01 | \$13,534.08         | \$0.00        | \$0.00        | \$3,265.92         | \$0.00              | \$16,800.00         |
| 08/28/2012   | Wiggins, City of     | DWI-L660005-01 |                     | \$0.00        | \$0.00        |                    | \$61,876.00         | \$61,876.00         |
|              | <b>GRAND TOTALS</b>  |                | <b>\$217,893.48</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$29,523.04</b> | <b>\$269,048.97</b> | <b>\$516,465.50</b> |

#6 Report



**LOANS RECEIVING PR #1 DURING FY**

# 6 Report

07/01/2012 - 06/30/2013

| #             | Loanee               | Loan #         | Total Disbursements As of 06-30-2013 |
|---------------|----------------------|----------------|--------------------------------------|
| 1             | Baldwyn, Town of     | DWI-L590001-01 | \$65,192.00                          |
| 2             | Central Yazoo W/A    | DWI-L820004-01 | \$47,541.00                          |
| 3             | Columbia, City of    | DWI-L460003-01 | \$291,881.40                         |
| 4             | Good Hope W/A        | DWI-L330004-01 | \$312,452.29                         |
| 5             | Greenwood, City of   | DWI-L420001-01 | \$92,624.00                          |
| 6             | Port Gibson, City of | DWI-L110005-01 | \$82,005.00                          |
| 7             | Tchula, Town of      | DWI-L260016-01 | \$16,800.00                          |
| 8             | Wiggins, City of     | DWI-L660005-01 | \$123,752.00                         |
| <b>TOTALS</b> |                      |                | <b>\$1,032,247.69</b>                |

# 6 Single Audit  
Report

| DWI - Single Audit Report Tracking |      |
|------------------------------------|------|
| Program:                           | DWI  |
| Loan Number:                       | ALL  |
| Loan Grant Name:                   | ALL  |
| Loan Recipient:                    | ALL  |
| Project Manager:                   | ALL  |
| Federal Funding Year:              |      |
| From:                              | 1997 |
| To:                                | 2015 |
| Cost Category:                     | ALL  |
| Single Audit Tracking Year:        | 2013 |

**STATE OF MISSISSIPPI**  
**DEPARTMENT OF HEALTH**  
 DWI - Single Audit Report Tracking  
 For the Year 2013

Wednesday, May 28 2014 1:39 PM

| Loan Recipient                   | Loan Number    | LR FY Start | FFY          | Total Federal Share Paid | Calendar Year | Date SRF/6 Mailed | Date Received | Date Reviewed | Date Sent for Expanded Review | Date Approved | Date SRF50 Notice of Delinquency Mailed |
|----------------------------------|----------------|-------------|--------------|--------------------------|---------------|-------------------|---------------|---------------|-------------------------------|---------------|---|
| BEAVER MEADOW WATER ASSN.        | DWI-L310004-01 | 01-01       | \$161,785.21 | \$161,785.21             | \$50,320.23   |                   |               |               |                               |               |   |
| BILLYS CREEK RURAL W/A           | DWI-L810012-01 | 01-01       |              |                          |               |                   |               |               |                               |               |   |
| CEDAR GROVE HARMONY W/A          | DWI-L460002-02 | 07-01       |              |                          |               |                   |               |               |                               |               |   |
| CENTER W/A-CAESAR SYSTEM         | DWI-L550001-01 | 07-01       | \$0.00       | \$0.00                   | \$0.00        |                   |               |               |                               |               |   |
| CITY OF BELZONI                  | DWI-L270001-02 | 10-01       |              | \$68,118.02              |               |                   |               |               |                               |               |   |
| CITY OF BRANDON                  | DWI-L610003-01 | 10-01       |              |                          |               |                   |               |               |                               |               |   |
| CITY OF CLINTON                  | DWI-L250003-03 | 10-01       | \$0.00       | \$0.00                   | \$0.00        |                   |               |               |                               |               |   |
| CITY OF CORINTH                  | DWI-L020002-04 | 10-01       | \$0.00       | \$210,431.63             | \$0.00        |                   |               |               |                               |               |   |
| CITY OF CORINTH                  | DWI-L020002-05 | 10-01       |              |                          |               |                   |               |               |                               |               |   |
| CITY OF CORINTH                  | DWI-L020002-06 | 10-01       |              | \$218,951.61             |               |                   |               |               |                               |               |   |
| CITY OF CORINTH                  | DWI-L020002-07 | 10-01       |              |                          |               |                   |               |               |                               |               |   |
| CITY OF FLOWOOD                  | DWI-L610017-01 | 10-01       |              |                          |               |                   |               |               |                               |               |   |
| CITY OF HERNANDO                 | DWI-L170009-04 | 10-01       | \$160,267.79 | \$321,794.32             | \$160,267.79  |                   |               |               |                               |               |   |
| CITY OF LAUREL                   | DWI-L340021-01 | 10-01       |              |                          |               |                   |               |               |                               |               |   |
| CITY OF LAUREL                   | DWI-L340021-02 | 10-01       | \$0.00       | \$133,348.20             | \$866,363.02  |                   |               |               |                               |               |   |
| CITY OF MARKS                    | DWI-L600017-01 | 10-01       |              | \$67,877.83              |               |                   |               |               |                               |               |   |
| CITY OF RIDGELAND                | DWI-L450013-01 | 10-01       |              |                          |               |                   |               |               |                               |               |   |
| CITY OF SOUTHAVEN                | DWI-L170018-07 | 10-01       |              |                          |               |                   |               |               |                               |               |   |
| CITY OF SOUTHAVEN                | DWI-L170018-08 | 10-01       |              |                          |               |                   |               |               |                               |               |   |
| CITY OF WINONA                   | DWI-L490010-01 | 10-01       |              |                          |               |                   |               |               |                               |               |   |
| CULKIN WATER DIST                | DWI-L750002-04 | 07-01       |              |                          |               |                   |               |               |                               |               |   |
| FOXWORTH WATER AND SEWERAGE ASSN | DWI-L460005-01 | 01-01       |              |                          |               |                   |               |               |                               |               |   |
| GOOD HOPE WATER ASSOCIATION      | DWI-L330004-01 | 07-01       | \$46,120.60  | \$103,370.60             | \$80,638.33   |                   |               |               |                               |               |   |
| GROSS WATER ASSOCIATION          | DWI-L460005-01 | 01-01       |              |                          |               |                   |               |               |                               |               |   |
| HILLDALE WATER DISTRICT          | DWI-L750005-03 | 01-01       |              |                          |               |                   |               |               |                               |               |   |
| HILLDALE WATER DISTRICT          | DWI-L750005-06 | 01-01       |              |                          |               |                   |               |               |                               |               |   |
| JEFF DAVIS W/A INC               | DWI-L810005-01 | 01-01       | \$73,003.11  | \$366,624.94             | \$78,763.15   |                   |               |               |                               |               |   |
| LANGFORD WATER ASSOCIATION       | DWI-L610012-02 | 01-01       |              |                          | \$14,345.45   |                   |               |               |                               |               |   |
| LEXIE WATER ASSOCIATION, INC.    | DWI-L740004-01 | 01-01       |              |                          |               |                   |               |               |                               |               |   |
| MCHENRY UTILITY ASSN, INC        | DWI-L660002-01 | 01-01       |              | \$48,456.87              |               |                   |               |               |                               |               |   |
| MOOREVILLE RICHMOND W/A#4        | DWI-L410001-01 | 07-01       |              |                          |               |                   |               |               |                               |               |   |
| NEW HOPE WATER ASSOCIATION       | DWI-L610008-02 | 01-01       |              |                          |               |                   |               |               |                               |               |   |

**STATE OF MISSISSIPPI**  
**DEPARTMENT OF HEALTH**  
 DWI - Single Audit Report Tracking  
 For the Year 2013

Wednesday, May 18, 2014 1:39 PM

| Loan Recipient                | Loan Number    | LN FY Start | Total Federal Share Paid |                | Date SRF16 Mailed | Date Received | Date Reviewed | Date Sent for Expanded Review | Date Approved | Date SRES0 Notice of Delinquency Mailed |
|-------------------------------|----------------|-------------|--------------------------|----------------|-------------------|---------------|---------------|-------------------------------|---------------|---|
|                               |                |             | FFY                      | SFY            |                   |               |               |                               |               |   |
| NICHOLSON WATER ASSOCIATION   | DWI-L50041-02  | 01-01       |                          |                |                   |               |               |                               |               |   |
| NORTHEAST COPLAH WATER ASSN   | DWI-L130010-02 | 05-01       |                          |                |                   |               |               |                               |               |   |
| SOUTH NEWTON RURAL W/A #1     | DWI-L510010-01 | 01-01       | \$116,921.12             | \$116,921.12   |                   |               |               |                               |               | \$59,950.70                             |
| SOUTHWEST JONES W/A-NORTH     | DWI-L340019-01 | 07-01       |                          |                |                   |               |               |                               |               |   |
| SUNRISE UTILITY ASSN INC      | DWI-L180013-01 | 01-01       |                          |                |                   |               |               |                               |               |   |
| TAYLORSVILLE W/A #1           | DWI-L610028-01 | 01-01       | \$642,476.27             | \$654,060.26   |                   |               |               |                               |               | \$135,539.26                            |
| TOWN OF SEMINARY              | DWI-L160006-01 | 10-01       |                          |                |                   |               |               |                               |               |   |
| TOWN OF TUNICA                | DWI-L720004-01 | 10-01       | \$292,259.64             | \$605,138.24   |                   |               |               |                               |               | \$61,110.09                             |
| TROY WATER ASSOCIATION        | DWI-L580010-01 | 01-01       | \$0.00                   |                |                   |               |               |                               |               | \$157,950.50                            |
| WEST JACKSON CO UTILITY DIST  | DWI-L300156-05 | 10-01       | \$1,111,521.19           | \$1,590,111.21 |                   |               |               |                               |               | \$480,882.80                            |
| WEST JACKSON CO UTILITY DIST  | DWI-L300156-06 | 10-01       | \$0.00                   |                |                   |               |               |                               |               | \$211,422.98                            |
| WEST MARION WATER ASSOCIATION | DWI-L460013 01 | 04-01       |                          |                |                   |               |               |                               |               |   |
| YOUNGS W/S DIST #2-YOUNGS SYS | DWI-L220065-01 | 07-01       | \$299,908.26             | \$299,908.26   |                   |               |               |                               |               | \$283,981.55                            |

#6 Report

**Exhibit 10  
 SFY- 2013 COMPLETED Projects**

| No. | Project Name<br>Communities Served | Project #       | Interest<br>Rate (%) | Award Date | Start<br>1st Contr. | Start<br>Last Contr. | Elig. End<br>Last Contr. | Final<br>Inspect | FDL &<br>Repay to<br>LR | LR Exec<br>Repay                                      | First<br>Repay | Final<br>Repay   | Final Loan<br>Amount |
|-----|------------------------------------|-----------------|----------------------|------------|---------------------|----------------------|--------------------------|------------------|-------------------------|---|----------------|------------------|----------------------|
| 1   | Belzoni, City of                   | DWI-L-270001-02 | 1.95                 | 09/30/10   | 09/12/11            | 09/12/11             | 06/08/12                 | 07/03/12         | 09/07/12                | 09/10/12  | 11/01/12       | 08/01/32         | \$210,683.00         |
| 2   | Biloxi, City of                    | DWI-L-240038-01 | 1.95                 | 09/30/11   | 06/25/12            | 09/25/12             | 02/02/13                 | 03/04/13         | 05/03/13                | 05/23/13  | 07/01/13       | 02/01/33         | \$1,133,881.00       |
| 3   | Corinth, City of                   | DWI-L-020002-04 | 1.95                 | 09/30/08   | 04/23/09            | 02/16/10             | 03/06/13                 | 03/22/13         | 05/28/13                | 08/10/13  | 07/15/13       | 02/15/33         | \$25,752,580.00      |
| 4   | Hernando, Town of                  | DWI-L-170009-04 | 1.95                 | 09/30/10   | 09/09/11            | 09/15/11             | 10/19/12                 | 10/30/12         | 01/23/13                | 02/01/13  | 04/01/13       | 10/01/32         | \$912,491.00         |
| 5   | Jeff Davis W/A                     | DWI-L-810005-01 | 1.95                 | 09/30/11   | 10/08/12            | 10/08/12             | 01/08/13                 | 02/05/13         | 04/04/13                | 04/11/13  | 05/15/13       | 01/15/33         | \$115,914.00         |
| 6   | Tunica, Town of                    | DWI-L-720004-01 | 1.95                 | 09/30/11   | 06/18/12            | 08/18/12             | 03/15/13                 | 03/29/13         | 05/17/13                | 06/10/13  | 08/01/13       | 03/01/33         | \$422,472.00         |
| 7   | Young's Water & Sewer              | DWI-L-220065-01 | 1.95                 | 09/30/11   | 07/24/12            | 07/24/12             | 02/19/13                 | 03/08/13         | 05/16/13                | 05/30/13  | 07/01/13       | 02/01/33         | \$202,983.00         |
|     |                                    |                 |                      |            |                     |                      |                          |                  |                         | Final Loan Total for State FY- 2013                   |                | \$28,750,074.00  |                      |
|     |                                    |                 |                      |            |                     |                      |                          |                  |                         | Cumulative Final Loan Total for State FY- 1997 - 2012 |                | \$178,187,371.00 |                      |
|     |                                    |                 |                      |            |                     |                      |                          |                  |                         | Grand Total:  |                | \$206,937,445.00 |                      |

**Exhibit 10**  
**SFY- 2010 Historical Record of COMPLETED Projects**

| No. | Project Name<br>Communitiless Served | Project #      | Interest<br>Rate (%) | Award Date | Start<br>1st Contr. | Start<br>Last Contr. | Elig. End<br>Last Contr. | Final<br>Inspected | F.D.L. &<br>Reply to<br>LR | LR Exec<br>Reply | First Reply | Final Reply | Final Loan<br>Amount |
|-----|--------------------------------------|----------------|----------------------|------------|---------------------|----------------------|--------------------------|--------------------|----------------------------|------------------|-------------|-------------|----------------------|
| 1   | ACL W/A                              | DWI-L610001-01 | 4.50                 | 09/19/97   | 09/12/97            | 09/02/98             | 09/02/98                 | 09/02/98           | 10/20/98                   | 10/30/98         | 12/02/98    | 08/02/16    | \$280,750.00         |
| 2   | ACL W/A                              | DWI-L610001-03 | 2.50                 | 09/30/05   | 11/29/05            | 04/10/06             | 04/27/06                 | 04/27/06           | 07/05/06                   | 07/07/06         | 09/04/06    | 04/04/26    | \$372,089.00         |
| 3   | ACL W/A                              | DWI-L610001-02 | 3.50                 | 05/10/02   | 05/30/02            | 10/24/02             | 03/26/03                 | 04/17/03           | 06/05/03                   | 06/05/03         | 08/10/03    | 04/10/23    | \$480,377.00         |
| 4   | Adams County W/A                     | DWI-L010008-02 | 3.00                 | 08/30/01   | 04/09/02            | 10/21/02             | 05/21/03                 | 08/11/03           | 10/17/92                   | 08/14/03         | 10/01/03    | 06/01/23    | \$794,981.00         |
| 5   | Adams County W/A                     | DWI-L010008-03 | 3.50                 | 09/10/02   | 04/30/03            | 08/21/04             | 07/07/04                 | 07/07/04           | 08/23/04                   | 09/14/04         | 11/01/04    | 06/01/23    | \$792,873.00         |
| 6   | Adams County W/A                     | DWI-L010009-01 | 3.00                 | 08/30/01   | 03/25/02            | 04/08/02             | 03/24/03                 | 04/15/03           | 05/21/03                   | 06/04/03         | 07/15/03    | 03/15/23    | \$649,854.00         |
| 7   | Adams County W/A                     | DWI-L010009-04 | 4.00                 | 05/18/03   | 12/15/03            | 08/25/04             | 07/25/04                 | 07/25/04           | 08/21/04                   | 09/11/04         | 11/01/04    | 07/01/24    | \$900,808.00         |
| 8   | Algona W/A                           | DWI-L560001-01 | 3.00                 | 05/31/00   | 09/05/00            | 08/18/01             | 08/21/01                 | 08/21/01           | 02/28/02                   | 03/07/02         | 04/10/02    | 08/10/21    | \$764,166.00         |
| 9   | Bear Creek W/A                       | DWI-L450002-08 | 2.50                 | 07/18/05   | 06/18/06            | 06/18/06             | 07/13/07                 | 07/13/07           | 08/19/07                   | 09/11/07         | 10/13/07    | 07/13/27    | \$1,414,152.00       |
| 10  | Bear Creek W/A                       | DWI-L450002-04 | 4.00                 | 08/29/03   | 01/05/06            | 03/30/07             | 04/28/07                 | 04/28/07           | 06/11/07                   | 07/02/07         | 08/01/07    | 04/01/27    | \$1,429,439.00       |
| 11  | Bear Creek W/A                       | DWI-L450002-03 | 3.50                 | 05/27/02   | 11/16/02            | 10/10/03             | 10/29/03                 | 10/29/03           | 12/23/03                   | 01/09/04         | 02/01/04    | 10/01/23    | \$808,454.00         |
| 12  | Bear Creek W/A                       | DWI-L450002-01 | 4.50                 | 08/29/97   | 12/26/97            | 03/27/98             | 10/05/98                 | 10/21/98           | 01/27/99                   | 02/09/99         | 03/10/99    | 10/10/18    | \$901,581.00         |
| 13  | Bear Creek W/A                       | DWI-L450002-06 | 2.50                 | 08/05/05   | 06/26/06            | 06/26/06             | 06/26/07                 | 06/26/07           | 08/31/07                   | 09/11/07         | 11/01/07    | 08/01/27    | \$1,502,776.00       |
| 14  | Bear Creek W/A                       | DWI-L450002-07 | 2.50                 | 08/05/05   | 07/03/08            | 07/03/08             | 02/13/09                 | 02/13/09           | 04/20/09                   | 04/22/09         | 06/01/09    | 02/01/29    | \$1,564,242.00       |
| 15  | Bear Creek W/A                       | DWI-L450002-05 | 2.50                 | 09/30/04   | 04/07/06            | 04/07/06             | 04/02/07                 | 04/28/07           | 06/12/07                   | 07/02/07         | 08/01/07    | 04/01/27    | \$460,947.00         |
| 16  | Bear Creek W/A                       | DWI-L450002-02 | 3.00                 | 09/28/01   | 02/11/02            | 02/11/02             | 03/24/03                 | 04/22/03           | 06/05/03                   | 07/09/03         | 08/01/03    | 04/01/23    | \$916,673.00         |
| 17  | Billys Creek W/A                     | DWI-L610015-01 | 1.95                 | 09/30/08   | 03/06/09            | 03/06/09             | 11/14/09                 | 11/14/09           | 12/04/09                   | 12/11/09         | 02/01/10    | 10/01/19    | \$128,470.00         |
| 18  | Bunkar Hill W/A                      | DWI-L460001-01 | 4.00                 | 09/15/98   | 10/19/98            | 10/19/98             | 05/20/99                 | 05/20/99           | 07/14/99                   | 07/22/99         | 09/01/99    | 05/01/19    | \$141,530.00         |
| 19  | Bunkar Hill W/A                      | DWI-L460001-03 | 3.00                 | 06/25/01   | 04/15/02            | 04/15/02             | 11/29/02                 | 12/18/02           | 02/03/03                   | 02/10/03         | 04/01/03    | 12/01/22    | \$343,726.00         |
| 20  | Bunkar Hill W/A                      | DWI-L460001-02 | 3.00                 | 09/30/99   | 03/16/00            | 03/16/00             | 09/06/01                 | 09/06/01           | 07/31/00                   | 08/11/00         | 10/01/00    | 06/01/20    | \$5,849.00           |
| 21  | Cardiase, City of                    | DWI-L600001-01 | 3.00                 | 09/29/00   | 03/05/01            | 03/05/01             | 12/21/01                 | 01/10/02           | 04/05/02                   | 04/09/02         | 07/01/02    | 01/01/22    | \$801,524.00         |
| 22  | Cedar Grove Harmony W/A              | DWI-L460002-01 | 4.50                 | 09/30/97   | 08/19/97            | 04/01/99             | 04/16/99                 | 04/16/99           | 06/21/09                   | 07/06/99         | 08/01/99    | 04/01/18    | \$298,181.00         |

Exhibit 7  
 DWSIRLF Project Financial Report - State

| No. | Project Name            | Project # / Amendment | Award Date | Int. % | Initial Loan Amount  | Amendment No. 1 | Amendment No. 2 | Final Amendment | Loan Amount Before Int. Added | Interest Accrued/Added to Principal | Final Principal |                 |
|-----|-------------------------|-----------------------|------------|--------|----------------------|-----------------|-----------------|-----------------|-------------------------------|-------------------------------------|-----------------|-----------------|
| 1   | ACL W/A                 | DWI-L610001-01-1      | 08/18/97   | 4.5    | \$297,445.00         | \$0.00          | \$0.00          | -\$15,317.00    | \$284,148.00                  | \$2,002.00                          | \$286,750.00    |                 |
| 2   | Bear Creek W/A          | DWI-L450002-01-2      | 06/28/97   | 4.5    | \$997,500.00         | -\$13,648.00    | \$0.00          | -\$32,085.00    | \$991,767.00                  | \$0,794.00                          | \$991,561.00    |                 |
| 3   | Cedar Grove Harmony W/A | DWI-L480002-01-2      | 08/30/97   | 4.5    | \$296,179.00         | -\$4,448.00     | \$0.00          | -\$2,919.00     | \$288,812.00                  | \$10,369.00                         | \$299,181.00    |                 |
| 4   | Columbus, City of       | DWI-L440003-01-2      | 04/30/97   | 4.5    | \$998,626.00         | -\$411,003.00   | \$0.00          | -\$48,773.00    | \$536,850.00                  | \$1,250.00                          | \$540,100.00    |                 |
| 5   | Colkin Water District   | DWI-L750002-01-2      | 01/30/98   | 4      | \$375,378.04         | \$523,447.00    | \$0.00          | -\$78,307.99    | \$820,518.00                  | \$5,360.00                          | \$825,878.00    |                 |
| 6   | Diberville W/S          | DWI-L240002-01-1      | 08/12/97   | 4.5    | \$469,316.09         | \$0.00          | \$0.00          | -\$78,289.00    | \$581,025.00                  | \$2,061.00                          | \$583,990.00    |                 |
| 7   | Double Ponds W/A        | DWI-L330003-01-2      | 09/30/97   | 4.5    | \$893,428.08         | \$0.00          | \$0.00          | \$76,968.00     | \$670,304.00                  | \$11,944.00                         | \$682,338.00    |                 |
| 8   | East Lowndes W/A        | DWI-L440008-01-2      | 05/05/98   | 4      | \$929,800.08         | -\$5,969.00     | \$0.00          | -\$37,001.00    | \$876,870.00                  | \$11,411.00                         | \$887,981.00    |                 |
| 9   | Fannin W/A              | DWI-L610008-01-1      | 09/30/97   | 4.5    | \$638,388.00         | \$0.00          | \$0.00          | -\$46,188.00    | \$592,752.00                  | \$8,679.00                          | \$601,471.00    |                 |
| 10  | Leesburg W/A            | DWI-L610013-01-2      | 09/30/97   | 4.5    | \$292,890.00         | -\$10,020.00    | \$0.00          | -\$33,380.00    | \$259,590.00                  | \$2,930.00                          | \$262,480.00    |                 |
| 11  | Long Beach, City of     | DWI-L240005-01-3      | 09/30/97   | 4.5    | \$900,371.00         | -\$2,301.00     | \$0.00          | -\$22,850.00    | \$875,114.00                  | \$13,424.00                         | \$888,538.00    |                 |
| 12  | Long Beach, City of     | DWI-L240005-02-3      | 09/30/97   | 4.5    | \$510,888.00         | \$43,125.00     | \$0.00          | -\$898.00       | \$355,175.00                  | \$4,948.00                          | \$360,123.00    |                 |
| 13  | Magnolia, City of       | DWI-L570005-01-2      | 06/22/97   | 4.5    | \$1,008,000.00       | \$0.00          | \$0.00          | -\$313,814.00   | \$696,486.00                  | \$15,812.00                         | \$702,298.00    |                 |
| 14  | Magnolia, City of       | DWI-L570005-02-2      | 08/23/97   | 4.5    | \$1,860,000.00       | \$0.00          | \$0.00          | -\$191,879.00   | \$668,121.00                  | \$21,446.00                         | \$689,567.00    |                 |
| 15  | ML Gilhead Improves W/A | DWI-L480012-01-2      | 06/30/97   | 4.5    | \$385,875.00         | \$0.00          | \$0.00          | -\$138,388.00   | \$247,485.00                  | \$4,725.00                          | \$252,214.00    |                 |
| 16  | NE MS Regional W/S      | DWI-L290019-01-2      | 05/18/98   | 4      | \$1,000,000.00       | \$0.00          | \$0.00          | -\$65,258.00    | \$534,744.00                  | \$19,212.00                         | \$553,954.00    |                 |
| 17  | North District 1 W/A    | DWI-L490006-01-2      | 09/30/97   | 4.5    | \$151,725.00         | \$30,213.00     | \$0.00          | -\$9,083.00     | \$172,875.00                  | \$1,597.00                          | \$174,462.00    |                 |
| 18  | Progress Community W/A  | DWI-L370008-01-2      | 09/10/97   | 4.5    | \$916,300.00         | \$216,816.00    | \$0.00          | -\$150,893.00   | \$661,223.00                  | \$13,774.00                         | \$674,997.00    |                 |
| 19  | Thomasville W/A         | DWI-L610029-01-2      | 07/21/97   | 4.5    | \$274,050.00         | -\$32,124.00    | \$0.00          | -\$8,875.00     | \$232,951.00                  | \$1,546.00                          | \$234,497.00    |                 |
|     |                         |                       |            |        | 1998 Totals:         | \$11,706,262.00 | \$333,688.00    | \$0.00          | -\$1,194,765.00               | \$10,864,665.00                     | \$184,877.00    | \$11,019,482.00 |
|     |                         |                       |            |        | Cum. FY: 1997 - 1998 | \$12,593,648.00 | \$333,688.00    | \$0.00          | -\$1,253,653.00               | \$11,673,483.00                     | \$177,610.00    | \$11,846,093.00 |

Wednesday May 28 2013 11:22 PM

Exhibit 1

Part 1: Projects Receiving DWSIRLF Financial Assistance in SFY 2013

| No. | Project Name<br>Communities Served | Project #      | Assistance<br>Amount | Interest (%)<br>Rate on Loan | Binding<br>Commitment<br>Date | Construction<br>Start Date | Initial<br>Operation Date | Date Loan<br>Matures |
|-----|------------------------------------|----------------|----------------------|------------------------------|-------------------------------|----------------------------|---------------------------|----------------------|
| 1   | Baldwyn, Town of                   | DWI-L590001-01 | \$1,838,518.00       | 1.55                         | 03/07/13                      | 10/01/13                   | 05/29/14                  |                      |
| 2   | Centar WIA                         | DWI-L560001-01 | \$1,372,960.00       | 1.55                         | 06/14/13                      | 04/10/14                   | 11/06/14                  |                      |
| 3   | Central Yazoo WIA                  | DWI-L820004-01 | \$1,509,573.00       | 1.95                         | 09/28/12                      | 05/19/13                   | 05/16/14                  |                      |
| 4   | Columbia, City of                  | DWI-L460003-01 | \$1,733,375.00       | 1.95                         | 07/09/12                      | 02/11/13                   | 09/09/13                  |                      |
| 5   | Conahoma WIA                       | DWI-L040001-01 | \$973,160.00         | 1.55                         | 08/14/12                      | 12/09/13                   | 09/05/14                  |                      |
| 6   | Good Hope WIA                      | DWI-L330004-01 | \$2,023,352.00       | 1.55                         | 07/09/12                      | 03/18/13                   | 05/01/14                  |                      |
| 7   | Greenwood, City of                 | DWI-L420001-01 | \$2,949,025.00       | 1.95                         | 09/28/12                      | 12/22/13                   | 12/17/14                  |                      |
| 8   | Madison, City of                   | DWI-L450010-01 | \$4,793,310.00       | 1.95                         | 09/28/12                      | 05/20/13                   | 08/15/13                  |                      |
| 9   | Part Gibson, City of               | DWI-L110005-01 | \$2,847,109.00       | 1.95                         | 09/07/12                      | 12/01/13                   | 12/29/14                  |                      |
| 10  | Tchula, Town of                    | DWI-L260016-01 | \$438,850.00         | 1.95                         | 09/21/12                      | 12/15/13                   | 01/09/15                  |                      |
| 11  | Troy WIA                           | DWI-L590010-01 | \$533,000.00         | 1.95                         | 00/14/13                      | 09/09/13                   | 06/06/14                  |                      |
| 12  | West Jackson Co Utility Dist       | DWI-L390156-06 | \$5,060,900.00       | 1.85                         | 09/28/12                      | 05/06/13                   | 11/02/13                  |                      |
| 13  | Wiggins, City of                   | DWI-L690005-01 | \$1,996,436.00       | 1.95                         | 07/31/12                      | 07/15/13                   | 03/12/14                  |                      |

Part 1 Total: \$28,103,757.00

#6 Report  
for Annual  
Report

Exhibit 2  
 FY- 2013 Binding Commitments by Quarter

| No.    | Project Name            | Project #      | Award Date | QTR1   | QTR2           | QTR3           | QTR4            | TOTAL           |
|--------|-------------------------|----------------|------------|--------|----------------|----------------|-----------------|-----------------|
| 1      | Baldwyn, Town of        | DWI-L580001-01 | 03/01/13   | \$0.00 | \$1,938,518.00 | \$0.00         | \$0.00          | 1,938,518.00    |
| 2      | Center W/A              | DWI-L560001-01 | 08/14/13   | \$0.00 | \$0.00         | \$1,372,550.00 | \$0.00          | 1,372,550.00    |
| 3      | Troy W/A                | DWI-L580010-01 | 08/14/13   | \$0.00 | \$0.00         | \$533,000.00   | \$0.00          | 533,000.00      |
| 4      | Clinton, City of        | DWI-L250003-03 | 07/01/13   | \$0.00 | \$0.00         | \$0.00         | \$1,909,855.00  | 1,909,855.00    |
| 5      | Tupelo, City of         | DWI-L410015-03 | 07/30/13   | \$0.00 | \$0.00         | \$0.00         | \$3,448,382.00  | 3,448,382.00    |
| 6      | Central Rankin W/A      | DWI-L610081-02 | 08/18/13   | \$0.00 | \$0.00         | \$0.00         | \$835,000.00    | 835,000.00      |
| 7      | Hilldale Water District | DWI-L750005-07 | 09/03/13   | \$0.00 | \$0.00         | \$0.00         | \$2,346,769.00  | 2,346,769.00    |
| 8      | New Hope W/A            | DWI-L640008-04 | 09/03/13   | \$0.00 | \$0.00         | \$0.00         | \$147,000.00    | 147,000.00      |
| 9      | Guntown, Town of        | DWI-L410006-01 | 09/30/13   | \$0.00 | \$0.00         | \$0.00         | \$975,170.00    | 975,170.00      |
| 10     | Horn Lake, City of      | DWI-L170022-03 | 09/30/13   | \$0.00 | \$0.00         | \$0.00         | \$1,542,470.00  | 1,542,470.00    |
| 11     | Union W/A               | DWI-L810030-02 | 09/30/13   | \$0.00 | \$0.00         | \$0.00         | \$635,000.00    | 635,000.00      |
| TOTAL: |                         |                |            | \$0.00 | \$1,938,518.00 | \$1,905,950.00 | \$11,839,646.00 | \$15,684,114.00 |

#6. Report for Annual Report

Exhibit 2  
 2013 Binding Commitments by Scheduled Payments from ACH

| No. | Project Name            | Project #      | Construction Start Date | Award Date | QTR1   | QTR2           | QTR3           | QTR4           | TOTAL        |
|-----|-------------------------|----------------|-------------------------|------------|--------|----------------|----------------|----------------|--------------|
| 1   | Baldwyn, Town of        | DWH-L580001-01 | 10/09/13                | 03/01/13   | \$0.00 | \$1,938,518.00 | \$0.00         | \$0.00         | 1,938,518.00 |
| 2   | Center W/A              | DWH-L550001-01 | 04/10/14                | 06/14/13   | \$0.00 | \$0.00         | \$1,372,950.00 | \$0.00         | 1,372,950.00 |
| 3   | Troy W/A                | DWH-L580010-01 | 08/09/13                | 06/14/13   | \$0.00 | \$0.00         | \$533,000.00   | \$0.00         | 533,000.00   |
| 4   | Clinton, City of        | DWH-L350003-03 | 06/28/14                | 07/01/13   | \$0.00 | \$0.00         | \$0.00         | \$1,909,855.00 | 1,909,855.00 |
| 5   | Tupelo, City of         | DWH-L410015-03 | 10/23/14                | 07/30/13   | \$0.00 | \$0.00         | \$0.00         | \$3,448,382.00 | 3,448,382.00 |
| 6   | Central Rankin W/A      | DWH-L610081-02 | 10/21/13                | 08/18/13   | \$0.00 | \$0.00         | \$0.00         | \$835,000.00   | 835,000.00   |
| 7   | Hilldale Water District | DWH-L780008-07 |                         | 08/03/13   | \$0.00 | \$0.00         | \$0.00         | \$2,346,769.00 | 2,346,769.00 |
| 8   | New Hope W/A            | DWH-L840008-04 |                         | 09/03/13   | \$0.00 | \$0.00         | \$0.00         | \$147,000.00   | 147,000.00   |
| 9   | Guntown, Town of        | DWH-L610006-01 |                         | 09/30/13   | \$0.00 | \$0.00         | \$0.00         | \$975,170.00   | 975,170.00   |
| 10  | Horn Lake, City of      | DWH-L170022-03 |                         | 09/30/13   | \$0.00 | \$0.00         | \$0.00         | \$1,542,470.00 | 1,542,470.00 |
| 11  | Union W/A               | DWH-L810030-02 | 12/02/13                | 09/30/13   | \$0.00 | \$0.00         | \$0.00         | \$635,000.00   | 635,000.00   |

#6 Report for Annual Report

Exhibit 2

2013 Binding Commitments by Scheduled Payments from ACH

| No. | Project Name  | Project # | Construction Start Date | Award Date | QTR1             | QTR2             | QTR3             | QTR4             | TOTAL           |  |
|-----|---|-----------|-------------------------|------------|------------------|------------------|------------------|------------------|-----------------|--|
|     | SUB TOTAL :   |           |                         |            | \$0.00           | \$1,938,518.00   | \$1,905,850.00   | \$11,839,646.00  | \$15,684,114.00 |  |
|     | Program Administration Grant for 2013   |           |                         |            |                  |                  |                  |                  |                 |  |
|     | 2013 Binding Commitment Total   |           |                         |            |                  |                  |                  |                  |                 |  |
|     |   |           |                         |            | \$0.00           | \$1,938,518.00   | \$1,905,850.00   | \$11,839,646.00  | \$15,684,114.00 |  |
|     | FY-1997 - 2013  |           |                         |            |                  |                  |                  |                  |                 |  |
| *   |   |           |                         |            | \$226,132,620.50 | \$226,071,136.50 | \$229,977,088.50 | \$241,816,734.50 |                 |  |
|     | FY-1997 - 2013 Cumulative Binding Commitments \$226,132,620.50                          |           |                         |            |                  |                  |                  |                  |                 |  |
| **  |   |           |                         |            | \$0.00           | \$944,514.10     | \$1,650,261.38   | \$2,089,032.64   |                 |  |
|     | Cumulative Federal LOC Payment Schedule Amount through 2012                             |           |                         |            |                  |                  |                  |                  |                 |  |
| *** |   |           |                         |            | \$0.00           | 24147%           | 13606%           | 11576%           |                 |  |
|     | Actual Binding Commitments through 2013 as a % of Payment Schedule Amounts through 2012 |           |                         |            |                  |                  |                  |                  |                 |  |

\* Includes only binding commitments for loan projects and administration through FY- 2012

\*\* These figures do not include set-asides.

\*\*\* The above percentages compare the actual binding commitments through 2013 to the cumulative payment schedule amounts through FY- 2012. Federal law allows one year after the payment schedule quarter to achieve the 120%.

#6 Report for Annual Report

## ATTACHMENT 8 LOAN FUNDING

| FY2014 |            |            |                     |               |            |                 |                |                     |            | FY2014 RESERVE |
|--------|------------|------------|---------------------|---------------|------------|-----------------|----------------|---------------------|------------|----------------|
| LFA #  | DATE       | AWD DATE   | LOAN RECIPIENT      | LOAN #        | ACTION     | ACTUAL INCREASE | DECREASE       | DEOBL FUNDS BALANCE | LOAN AWARD | \$1,000,000.00 |
| 851    | 10/3/2013  | 10/11/2013 | BEAVER MEADOW       | L310004-01-2  | INCR AMEND | \$58,801.00     |                |                     |            | \$0.00         |
| 852    | 10/21/2013 | 10/30/2013 | TROY WA             | L590010-01-1  | DECR AMEND |                 | \$97,224       | \$97,224.00         |            | \$0.00         |
| 853    | 10/25/2013 | 11/4/2013  | BALDWIN             | L590001-01-1  | N/A        | N/A             |                | \$97,224.00         |            | \$0.00         |
| 854    | 1/27/2014  | 2/3/2014   | WEST JACKSON 5      | L300158-05    | DECR FINAL |                 | \$845,654      | \$1,042,878.00      |            | \$0.00         |
| 855    | 2/27/2014  | 3/7/2014   | CONEHOMA WVA        | L040001-01-1  | DECR AMEND |                 | \$108,244      | \$1,151,122.00      |            | \$0.00         |
| 858    | 4/24/2014  | na         | CORRECTIONS/REVENUE | NA            |            |                 |                | \$1,151,122.00      |            | \$0.00         |
| 857    | 4/24/2014  | 5/1/2014   | BEAVER MEADOW       | L310004-01-3  | DECR AMEND |                 | \$123,947      | \$1,275,069.00      |            | \$0.00         |
| 859    | 4/24/2014  | 5/5/2014   | CENTRAL YAZDO WATER | L820004-01-01 | DECR AMEND |                 | \$234,381      | \$1,509,450.00      |            | \$0.00         |
| 859    |            |            |                     |               |            |                 |                | \$1,509,450.00      |            | \$0.00         |
| 860    |            |            |                     |               |            |                 |                | \$1,509,450.00      |            | \$0.00         |
| 861    |            |            |                     |               |            |                 |                | \$1,509,450.00      |            | \$0.00         |
| 862    |            |            |                     |               |            |                 |                | \$1,509,450.00      |            | \$0.00         |
| 863    |            |            |                     |               |            |                 |                | \$1,509,450.00      |            | \$0.00         |
| 864    |            |            |                     |               |            |                 |                | \$1,509,450.00      |            | \$0.00         |
| 865    |            |            |                     |               |            |                 |                | \$1,509,450.00      |            | \$0.00         |
| 866    |            |            |                     |               |            |                 |                | \$1,509,450.00      |            | \$0.00         |
| 867    |            |            |                     |               |            |                 |                | \$1,509,450.00      |            | \$0.00         |
| 868    |            |            |                     |               |            |                 |                | \$1,509,450.00      |            | \$0.00         |
| 869    |            |            |                     |               |            |                 |                | \$1,509,450.00      |            | \$0.00         |
|        |            |            |                     | TOTAL         |            | \$58,801.00     | \$1,509,450.00 |                     |            | \$1,000,000.00 |

#7  
 Summary  
 Page  
 for  
 Year's  
 LFAs

DRINKING WATER SRF LOAN FUNDING AUTHORIZATION #658

CAP GRANTS AWARDED TO DATE (LESS SETASIDES) SAP FUNDS YES \_\_\_ NO \_\_\_

| AWARD YEAR               | FEDERAL                 | STATE                  | TOTAL                   | CUMULATIVE       |
|--------------------------|-------------------------|------------------------|-------------------------|------------------|
| <b>FFY1997-2010</b>      |                         |                        |                         |                  |
| <b>Cumulative Totals</b> | \$132,649,748.00        | \$26,203,066.00        | \$158,852,814.00        | \$158,852,814.00 |
| FFY2011                  | \$8,125,760.00          | \$1,625,152.00         | \$9,750,912.00          | \$168,603,726.00 |
| ERG Transfer             | \$9,166.00              | \$1,834.00             | \$11,000.00             | \$168,614,726.00 |
| FFY2012                  | \$7,397,980.00          | \$1,868,200.00         | \$9,266,180.00          | \$177,880,906.00 |
| FFY2013 partial          | \$134,305.00            | \$407,309.00           | \$541,614.00            | \$178,422,520.00 |
| <b>TOTALS</b>            | <b>\$148,316,959.00</b> | <b>\$30,105,561.00</b> | <b>\$177,880,306.00</b> |                  |

CUMULATIVES TO DATE:

|                | PREVIOUS LFA TOTALS | DEPOSITS THRU 3/31/2014 | PRE-TRANSACTION TOTALS | BALANCE           |
|----------------|---------------------|-------------------------|------------------------|-------------------|
| FEDERAL GRANTS | \$148,316,959.00    |                         | \$148,316,959.00       |                   |
| STATE MATCH    | \$30,105,561.00     |                         | \$30,105,561.00        | THIS              |
| *REPAYMENTS    | \$105,083,203.45    |                         | \$105,083,203.45       | TRANSACTION       |
| INTEREST       | \$12,508,543.14     |                         | \$12,508,543.14        | (+/-)             |
|                | \$282,414,147.41    | \$0.00                  | \$296,014,266.59       | \$296,014,266.59  |
|                |                     | LOAN AMOUNT AWARDED     | -\$270,706,731.70      | -\$270,472,350.70 |
|                |                     | UNOBLIGATED BALANCE     | \$25,307,534.89        | \$25,541,915.89   |

THIS TRANSACTION:

|  |                                   |
|--|-----------------------------------|
| LOAN RECIPIENT: CENTRAL YAZOO WATER ASSN | TRANSACTION AMOUNT: -\$234,381.00 |
| LOAN NUMBER: DWI-L820004-01-1            | AWARD DATE: May 5, 2014           |
| ACTION: DECREASE LOAN AMENDMENT          | PROJECT FY: 2012                  |

|  |      |           |
|--|------|-----------|
| FORM PREPARED BY:  |      | 4/24/2014 |
| DWSRF Administrative Officer                               | Date |           |
| FORM REVIEWED BY:  |      | 4/24/2014 |
| DWSRF Program Director                                     | Date |           |
| FUNDS ACCURACY VERIFIED BY:                                |      |           |
| MSDH-Bureau of Finance & Accounts                          | Date |           |
| FINAL APPROVAL   |      |           |
| JAMES H. CRAIG, III, CHAIRMAN                              | Date |           |
| Local Governments & Rural Water Systems Improvements Board |      |           |

| CURRENT FUNDS AVAILABILITY            | PREVIOUS BALANCE       | NEW DEPOSITS  | CURRENT BALANCE        | THIS TRANSACTION (+/-) | REMAINING BALANCE      |
|---------------------------------------|------------------------|---------------|------------------------|------------------------|------------------------|
| REGULAR CAP GRANT FUNDS + STATE MATCH | \$7,529,406.92         | \$0.00        | \$7,529,406.92         | \$0.00                 | \$7,529,406.92         |
| DEOBLIGATED FUNDS                     | \$1,387,606.00         | \$0.00        | \$1,387,606.00         | \$234,381.00           | \$1,621,987.00         |
| SRF REPAYMENTS                        | \$16,101,947.66        | \$0.00        | \$16,101,947.66        | \$0.00                 | \$16,101,947.66        |
| INTEREST EARNED                       | \$288,574.31           | \$0.00        | \$288,574.31           | \$0.00                 | \$288,574.31           |
| <b>TOTAL</b>                          | <b>\$25,307,534.89</b> | <b>\$0.00</b> | <b>\$25,307,534.89</b> | <b>\$234,381.00</b>    | <b>\$25,541,915.89</b> |

#7. Loan Funding

## ATTACHMENT 9 MONTHLY FUNDS REPORT

FFY-2014 ANTICIPATED MONTHLY FUNDS REPORT - APRIL 1, 2014  
 DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAN FUND PROGRAM

LWRS  
Report

|  |      |               |    |               |
|--|------|---------------|----|---------------|
| <b>FFY-2014 National Title I DWSRF Appropriation (Estimated)</b>   | \$   | 908,896,000   | \$ | 908,896,000   |
| * Mississippi's Allotment [section 1452(m)] (Estimated)  | \$   | 9,159,000     | \$ | 9,159,000     |
| <b>FFY-2014 State Match Required (20% of Mississippi's Allotment) (Estimated)</b>  | \$   | 1,831,800     | \$ | 1,831,800     |
| <b>Total Estimated FFY-2014 Federal Allotment and Required State Match</b>   | \$   | 10,990,800    | \$ | 10,990,800    |
| <b>FFY-2014 Actual and Anticipated Funding (Federal and State)</b>   |      |               |    |               |
| **2013 Legislated State Match from Bonds (received Dec 2013)   | + \$ | 1,000,000     | \$ | 1,000,000     |
| Portion of FFY-2012 Cap Grant Balance Captured by 2013 Legislation (match \$819,552)   | + \$ | 3,097,760     | \$ | 3,097,760     |
| Emergency Funds Used to Complete State Match for FFY-2012 Cap Grant  | + \$ | 593,139       | \$ | 593,139       |
| FFY-2012 Cap Grant Balance Captured by Emergency Funds (Cap Grant Completely Matched)  | + \$ | 2,965,695     | \$ | 2,965,695     |
| Portion of the FFY-2013 Cap Grant Award Matched by 2013 Bond Legislation (Setaside Match = \$360,446)  | + \$ | 1,902,240     | \$ | 1,902,240     |
| Balance Remaining in Emergency Funds Used as State Match   | + \$ | 26,861        | \$ | 26,861        |
| FFY-2013 Cap Grant Funds Captured by Balance of Emergency Funds Used as State Match  | + \$ | 134,305       | \$ | 134,305       |
| Anticipated 2014 Legislated Match Funds for the Remaining FFY-2013 Cap Grant Funds (\$8,727,455)   | + \$ | 1,345,491     | \$ | -             |
| <b>FFY-2013 Cap Grant Balance Captured by Anticipated 2014 Bond Legislation</b>  | + \$ | 8,727,455     | \$ | -             |
| <b>Total Estimated FFY-2014 Federal and State Funds Anticipated to be Available for Loan Obligation</b>  | \$   | 17,792,946    | \$ | 9,720,000     |
| <b>FFY-2013 Cap Grant Set-Asides shown above</b>   |      |               |    |               |
| DWSRF Administrative Expenses [section 1452(g)(2) - 4%]  | + \$ | 350,560       | \$ | 350,560       |
| Small Systems Technical Assistance [section 1452(g)(2) - 2%]   | + \$ | 175,280       | \$ | 175,280       |
| Local Assistance and Other State Program [section 1452(g)(2) - 15%] (taking ~5.2%)   | + \$ | 500,000       | \$ | 500,000       |
| State Program Management [section 1452(g)(2) -10%]   | + \$ | 676,400       | \$ | 676,400       |
| <b>Total FFY-2013 Cap Grant Set-Asides</b>   | \$   | 1,902,240     | \$ | 1,902,240     |
| <b>NOTE: No FFY-2014 Cap Grant Funds or Setasides are being shown as anticipated in order to make this projection more realistic. Funding is usually received during QTR1 of following Federal FY.</b> |      |               |    |               |
| <b>Total Estimated FFY-2014 Federal and State Funds Anticipated to be Available for Loan Obligation</b>  | \$   | 17,792,946    | \$ | 9,720,000     |
| <b>Less FFY-2013 Cap Grant Setasides</b>   | - \$ | (1,902,240)   | \$ | (1,902,240)   |
| <b>Total Estimated FFY-2014 Federal and State Funds Anticipated to be Available for Loan Obligation</b>  | \$   | 15,890,706    | \$ | 7,817,760     |
| <b>FFY-2014 DWSRF Funds Projections</b>  |      |               |    |               |
| <b>Total FFY-2014 Federal and State Funds Anticipated to be Available for Loan Obligation</b>  | + \$ | 15,890,706    | \$ | 7,817,760     |
| Unobligated Funds Carried Over from FFY-2013   | + \$ | 9,530,568     | \$ | 9,530,568     |
| Loan Repayments Deposited to the Fund 10/1/13 - 4/30/14  | + \$ | 6,543,475     | \$ | 6,543,475     |
| Interest Deposited to the Fund 10/1/13 - 4/30/14   | + \$ | 262,080       | \$ | 262,080       |
| Anticipated Loan Repayments To Be Deposited 5/1/14 - 8/31/14   | + \$ | 4,207,521     | \$ | 4,207,521     |
| Anticipated Interest on Fund To Be Deposited 5/1/14 - 8/31/14  | + \$ | 250,893       | \$ | 250,893       |
| FY2014 Loan Decreases (actual) 10/1/13 - 4/30/14   | + \$ | 1,509,450     | \$ | 1,509,450     |
| FY2014 Loan Increases (actual) 10/1/13 - 4/30/14   | - \$ | (58,801)      | \$ | (58,801)      |
| Anticipated Loan Increases 5/1/14 - 8/31/14  | - \$ | (2,001)       | \$ | (2,001)       |
| Anticipated Loan Decreases 5/1/14 - 8/31/14  | + \$ | -             | \$ | -             |
| <b>FFY-2014 Loan Increase Reserve (\$1.0m)</b>   | - \$ | (1,000,000)   | \$ | (1,000,000)   |
| <b>Total FFY-2014 Funds Available for Loan Awards</b>  | \$   | 37,133,891    | \$ | 28,080,945    |
| <b>Funds Needed for Projects Funded on the Final FFY-2014 Priority List &amp; FFY-2015 and After Planning List</b>   | \$   | (131,287,946) | \$ | (131,287,946) |
| <b>Excess Funds Available for New Projects in FFY-2014</b>   | \$   | (94,154,055)  | \$ | (102,227,001) |

\* Mississippi will apply for the entire Cap Grant. Cap Grant Funds must be matched within 24 months of award.

\*\* Match Bond Legislation was passed by the Legislature in Spring 2011. Bond sale / deposit was made Fall 2011. Total amount approved by the FY-2011 Legislature was \$2,700,000. Total less issuance / discount costs matched remainder of FY-2010 Grant, all of FY-2011 Grant and the \$9,168 SRO Grant funds transferred to DWSRF. Remaining balance of \$855,509 was used to match a portion of FFY-2012 Cap Grant (\$3,277,545). Match Legislation (\$1,000,000) was passed by the Legislature in Spring, 2013. Bonds were sold and the proceeds received in Dec, 2013. A total of \$819,552 was used to match \$3,097,760 of the FFY-2012 Cap Grant. The remaining balance (\$360,446) of the \$1m match was used to match the FFY-2013 Cap Grant setasides (\$1,902,240), leaving a balance of \$8,861,760 of the FFY-2013 Cap Grant to be matched. Approval was received to use a portion (\$820,000) of the Drinking Water Emergency Loan Fund proceeds above the initial \$5m start up. Of the \$620,000, \$593,139 was used to match the remaining balance of the FFY-2012 Cap Grant (\$2,965,695) leaving a balance of \$26,861 to match \$134,305 in FFY-2013 Cap Grant. The remaining balance (\$8,727,455) of the FFY-2013 Cap Grant awaits state match of \$1.345m.

#8 Supporting Document

**FY2014  
 REPAYMENTS & INTEREST**

| MONTH         | REPAY<br>ACTUALS   | ANTICIPATED<br>REPAY<br>BALANCE<br>\$10,750,996 | INTEREST<br>ACTUALS | ANTICIPATED<br>INTEREST<br>BALANCE<br>\$512,973 |
|---------------|--------------------|---|---------------------|---|
| Oct-13        | \$1,023,683        | \$9,727,313                                     | \$23,250            | \$489,723                                       |
| Nov-13        | \$690,248          | \$9,037,066                                     | \$50,496            | \$439,228                                       |
| Dec-13        | \$1,247,393        | \$7,789,673                                     | \$40,653            | \$398,575                                       |
| Jan-14        | \$892,496          | \$6,897,176                                     | \$52,416            | \$346,159                                       |
| Feb-14        | \$994,561          | \$5,902,615                                     | \$31,872            | \$314,287                                       |
| Mar-14        | \$995,069          | \$4,907,546                                     | \$38,221            | \$276,066                                       |
| Apr-14        | \$700,025          | \$4,207,521                                     | \$25,172            | \$250,894                                       |
| May-14        |                    | \$4,207,521                                     |                     | \$250,894                                       |
| Jun-14        |                    | \$4,207,521                                     |                     | \$250,894                                       |
| Jul-14        |                    | \$4,207,521                                     |                     | \$250,894                                       |
| Aug-14        |                    | \$4,207,521                                     |                     | \$250,894                                       |
| Sep-14        |                    | \$4,207,521                                     |                     | \$250,894                                       |
| <b>TOTALS</b> | <b>\$6,543,475</b> |   | <b>\$262,080</b>    |   |

| FY2014 AMENDMENTS  |                |             |              |
|--------------------|----------------|-------------|--------------|
| MONTH              | LOANEE         | INCREASE    | DECREASE     |
| Oct-13             | BEAVER MEADOW  | \$ (58,801) |              |
| Oct-13             | TROY W/A       |             | \$ 97,224    |
| Jan-14             | WEST JACKSON 5 |             | \$ 945,654   |
| Feb-14             | CONEHOMA       |             | \$ 108,244   |
| Apr-14             | BEAVER MEADOW  |             | \$ 123,947   |
| Apr-14             | CENTRAL YAZOO  |             | \$ 234,381   |
| ACTUAL TOTALS      |                | \$ (58,801) | \$ 1,509,450 |
| ANTICIPATED        |                |             |              |
| Apr-14             | HILLDALE       | \$ (2,001)  |              |
| ANTICIPATED TOTALS |                | \$ (2,001)  | \$ -         |

**ATTACHMENT 10  
LOAN DOCUMENTS**

LOCAL GOVERNMENTS AND RURAL WATER SYSTEMS  
IMPROVEMENTS BOARD

September 28, 2012

**CERTIFIED MAIL NO. 7004 2510 0003 6290 0063**

Brian Finnegan, CEO  
City of Greenwood Utilities  
P.O. Box 866  
Greenwood, MS 38930

Re: City of Greenwood Utilities  
DWSIRLF Loan Offer  
DWI-L420001-01-0  
CFDA # 66.468

Dear Mr. Finnegan:

I am pleased to offer the enclosed Drinking Water Systems Improvements Revolving Loan Fund (DWSIRLF) Loan in the amount of \$2,949,025 to the City of Greenwood Utilities for drinking water system improvements. Principal forgiveness funds have been exhausted at this time; therefore no principal forgiveness will be applied to this initial loan award. Principal forgiveness may be awarded on a future amendment if additional funds are secured during the next legislative session.

Please carefully review the loan agreement and the DWSIRLF Regulations enclosed. Of particular importance are Articles 6.4 with Exhibit 1, 6.5 and 10.01(1) of the loan agreement. Article 6.4 with Exhibit 1 and Article 6.5 deal with additional provisions required in accordance to federal appropriation legislation. Article 10.01(1) is the schedule of actions you must take on this project. Compliance with the federal provisions and this schedule is extremely important in order to avoid default of your loan agreement and subsequent loss of DWSIRLF loan funding for this project. Also, in accordance with Article 7.04 of the loan agreement, please be aware that this award is based upon anticipated federal, state match, and other funds being made available to the Mississippi State Department of Health (MSDH) and the Local Governments and Rural Water Systems Improvements Board (Board). Although at this time we expect to receive these funds as projected, the MSDH and the Board reserve the right to implement the actions outlined in Article 7.04 should these funds be delayed or otherwise become unavailable.

We are providing one (1) original and two (2) copies of the loan agreement. After signing, keep one copy with your official project files, send one copy to your consulting engineer, and send the original by certified mail to:

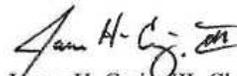
Nancy Stallings  
Mississippi State Department of Health  
Bureau of Public Water Supply/DWSRF U-232  
P.O. Box 1700  
Jackson, MS 39215-1700

The signed loan agreement must be submitted by October 28, 2012. If an extension is needed, a written request with a detailed justification must be submitted to the above address by this date. If the signed agreement or request for extension is not submitted by the specified date, this loan offer becomes void.

Also enclosed is a partially completed Payment Request No. 1 for the first half of your Allowance for Planning and Design. To expedite the payment process, please complete and submit the form, with original signatures, to the above address along with the signed loan agreement.

If you wish, Drinking Water State Revolving Fund (DWSRF) Staff will hold a Project Management Conference at your offices in which administrative and technical guidance will be provided to assist you in the management of your project. Please contact Colleen Cook, E.I., Project Manager at 601/576-7518 if you wish to schedule a Project Management Conference or if you otherwise need assistance.

Sincerely,



James H. Craig, III, Chairman  
Local Governments and Rural Water  
Systems Improvements Board

JHC:chc

Enclosures

cc: Dana Weir, P.E., Burns & McDonnell  
Nancy Stallings  
Final Closeout File

**DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAN FUND  
LOAN AGREEMENT**

THIS AGREEMENT is executed by the STATE OF MISSISSIPPI LOCAL GOVERNMENTS AND RURAL WATER SYSTEMS IMPROVEMENTS BOARD (Board) acting through the MISSISSIPPI STATE DEPARTMENT OF HEALTH (Department) and the CITY OF GREENWOOD UTILITIES, existing as an eligible Loan Recipient (Loan Recipient) under the laws of the State of Mississippi.

**WITNESSETH:**

WHEREAS, pursuant to Sections 41-3-16, et seq. Mississippi Code Annotated (1972), the Department is authorized to make loans to certain eligible loan recipients to finance the construction of eligible water systems improvements; and

WHEREAS, the Loan Recipient has made application for the financing of the Project, and the Department has determined that such Project meets all requirements for a loan;

NOW, THEREFORE, in consideration of the Department loaning money to the Loan Recipient, in the principal amount and the covenants hereinafter set forth, it is agreed as follows:

**ARTICLE I - DEFINITIONS**

1.01. WORDS AND TERMS. Words and terms used herein shall have the meanings set forth in the Drinking Water Systems Improvements Revolving Loan Fund (DWSIRLF) Regulations and as set forth below:

- (1) "Agreement" or "Loan Agreement" shall mean this Agreement, as amended.
- (2) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement.
- (3) "Loan Repayment" shall mean the monthly payment due from the Loan Recipient to the Department, comprised of principal and interest.
- (4) "Project" shall mean facilities funded under this Agreement as described in Article IX.
- (5) "Revenues" shall mean all income or earnings received by the Loan Recipient from the ownership or operation of its facilities, including investment income, all as calculated in accordance with generally accepted accounting principles as

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prescribed by the State Auditor. Revenues shall not include proceeds from the sale or other disposition of any part of the facilities, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the facilities.

- (6) "DWSIRLF Regulations" shall mean the Drinking Water Systems Improvements Revolving Loan Fund Program Regulations, in effect as of the date of the original loan award which is September 28, 2012.
- (7) "Principal Forgiveness" shall mean that component of the loan principal which is provided by the FY-2012 federal capitalization grant funds, and which in accordance with the FY-2012 Appropriations Act is being forgiven as part of this loan agreement and thus does not require repayment.

1.02. CORRELATIVE WORDS. Words of the masculine gender shall be understood to include correlative words of the feminine gender. Unless the context shall otherwise indicate, the singular shall include the plural, and the word "person" shall include corporations and associations, including public bodies, as well as natural persons.

## **ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS**

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS. The Loan Recipient warrants, represents and covenants that:

- (1) The Loan Recipient has full power and authority to enter into this Agreement and to comply with the provisions hereof.
- (2) The Loan Recipient is not subject to bankruptcy, insolvency, or reorganization and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would restrain or enjoin it from entering into, or complying with, this Agreement.
- (3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body pending which seeks to restrain or enjoin the Loan Recipient from entering into or complying with this Agreement.
- (4) All permits and approvals required as of the date of this Agreement have been obtained for construction, operation and maintenance of the Project. The Loan Recipient knows of no reason why any future required permits or approvals for the Project cannot be obtained within the time frames required by this Agreement.
- (5) The Loan Recipient shall undertake the Project on its own responsibility, and, to the extent permitted by law, shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the

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planning, design, construction, operation, maintenance, replacement, performance, or fiscal integrity of the Project. The Loan Recipient is responsible for the proper planning, design, construction, operation, maintenance, replacement, performance, and fiscal integrity of the Project. The Department's approval of any document does not relieve the Loan Recipient or any others of any liabilities or responsibilities. Such approval of any document is for loan eligibility or allowability purposes only and does not establish or convey any such liability or responsibility.

- (6) The Loan Recipient has, or will have prior to advertisement of the Project for bids, a procurement protest procedure in accordance with Appendix L of the DWSIRLF Regulations for dealing with third parties and shall independently resolve any bid protest or other dispute between the Loan Recipient and a third party.
- (7) The financial information delivered by the Loan Recipient to the Department is current and correct. The Loan Recipient shall provide the Department with additional financial information via the audits required by Section 49-17-87 of the Mississippi Code and other notification of changing conditions relating to the Loan Recipient's ability to repay this Loan.
- (8) The Loan Recipient covenants that this Agreement is entered into for the purpose of borrowing moneys to plan, design, acquire property interests, repair and/or construct, and place in operation the Project which will in all events serve a public purpose. The Loan Recipient covenants that it will, under all conditions, complete and place the Project in operation to the end that the public need will be met.

2.02. COMPLIANCE WITH STATE STATUTES AND REGULATIONS. The Loan Recipient agrees to comply with all applicable state statutes and regulations including, but not limited to, the DWSIRLF Regulations. The DWSIRLF Regulations are attached hereto and made a part hereof for all purposes.

2.03. PROHIBITION AGAINST ENCUMBRANCES. The Loan Recipient is prohibited from selling, leasing or disposing of any part of the Project which would materially reduce its operational integrity unless the written consent of the Department is first secured. The Loan Recipient is also prohibited from selling, leasing or transferring ownership of all or a substantial portion of the Project to another entity unless the written consent of the Department is first secured.

2.04. LOCAL FUNDS. In addition to the proceeds of this Loan, the Loan Recipient covenants that it has obtained, or will obtain within 90 days after approval of the plans, specifications, and contract documents, sufficient moneys from other sources, if required to complete and place the Project in operation on, or prior to, the completion date specified in this Agreement. Failure of the Department to award additional loan funds shall not constitute a waiver of the Loan Recipient's covenants to complete and place the Project in operation.

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**ARTICLE III - OPERATION AND FISCAL INTEGRITY OF THE SYSTEM**

3.01. OPERATION AND MAINTENANCE OF THE PROJECT. The Loan Recipient shall operate and maintain the Project in a proper, sound and economical manner, shall promptly make all necessary repairs and replacements.

3.02. ADDITIONS AND MODIFICATIONS. The Loan Recipient may make any additions, modifications or improvements to the Project which it deems desirable and which do not materially reduce the operational integrity of any part of the Project. All such additions, modifications, or improvements must be approved by the Department and, if approved, shall become part of the Project.

3.03. COLLECTION OF REVENUES. The Loan Recipient shall use its best efforts to collect all rates, fees and other charges due to it. The Loan Recipient shall establish liens on premises served by the Project for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Loan Recipient shall, to the full extent permitted by law, cause to discontinue the services of the Project and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Project rates, fees and other charges. The Loan Recipient shall comply and require compliance with its approved User Charge System and Ordinance during the life of the Project.

3.04. LOAN RECIPIENT ACCOUNTING AND AUDITING PROCEDURES. The Loan Recipient shall maintain Project accounts in accordance with generally accepted accounting principles as prescribed by the State Auditor.

**ARTICLE IV - DEFAULTS AND REMEDIES**

4.01. EVENTS OF DEFAULT. Each of the following events is hereby declared an event of default:

- (1) Failure of the Loan Recipient to make any loan repayment when it is due and such failure shall continue for a period of thirty (30) days.
  - (2) Failure to comply with the provisions of this Agreement or in the performance or observance of any of the covenants or actions required by this Agreement.
  - (3) Any warranty, representation or other statement by, or on behalf of, the Loan Recipient contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading in any material respect.
  - (4) An order or decree entered, with the acquiescence of the Loan Recipient, appointing a receiver of any part of the Project or Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Loan Recipient, shall not be vacated or discharged or stayed on appeal within sixty (60) days after the entry thereof.
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- (5) Any proceeding instituted, with the acquiescence of the Loan Recipient, for the purpose of effecting a compromise between the Loan Recipient and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Revenues of the Project.
- (6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Loan Recipient under federal or state bankruptcy or insolvency laws now or hereafter in effect and, if instituted against the Loan Recipient, is not dismissed within sixty (60) days after filing.
- (7) Failure to give timely notice of default as required below when such failure shall continue for a period of thirty (30) days.

4.02. NOTICE OF DEFAULT. The Loan Recipient shall give the Department immediate written notice of an event of default.

4.03. REMEDIES. Upon any event of default and subject to the rights of bondholders with prior liens, the Department may enforce its rights by utilizing one or more of the following remedies:

- (1) By mandamus or other proceeding at law or in equity, cause to establish and collect fees and charges for use of the Project and to require the Loan Recipient to fulfill this Agreement.
- (2) By action or suit in equity, require the Loan Recipient to account for all moneys received from the Department or from the ownership of the Project and to account for the receipt, use, application or disposition of the Revenues.
- (3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.
- (4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Project, establish and collect fees and charges, and apply the Revenues to the reduction of the obligations under this Agreement.
- (5) By certifying to the Tax Commissioner delinquency on loan repayments, the Department may intercept the delinquent amount, plus ten (10) percent annual penalty interest on the amount due to the Department, from any unobligated funds due to the Loan Recipient under any revenue or tax sharing fund established by the State. Penalty interest shall accrue on any amount due and payable beginning on the thirtieth (30th) day following the date upon which payment is due. The penalty interest shall be compounded monthly.
- (6) By notifying financial market credit rating agencies.

- (7) By administratively charging or suing for payment of amounts due, or becoming due, plus ten (10) percent annual penalty interest which shall accrue on any amount due and payable beginning on the thirtieth (30th) day after such notification by the Department, together with all costs of collection, including attorneys' fees. The penalty interest shall be compounded monthly.
- (8) By accelerating the repayment schedule or increasing the interest rate in accordance with the DWSIRLF Regulations.
- (9) By withholding payments to the Loan Recipient.
- (10) By terminating the Agreement, after providing thirty (30) days written notice of such intent to terminate the Agreement. Such termination will not affect the duty of the Loan Recipient to repay loan funds paid thus far.

4.04. DELAY AND WAIVER. No delay or omission to exercise any right or power accruing upon event of default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent event of default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

#### ARTICLE V - GENERAL PROVISIONS

5.01. DISCHARGE OF OBLIGATIONS. All loan repayments required to be made under this Agreement shall be cumulative. Any deficiencies in any month shall be added to the repayment due in the succeeding month and all months thereafter until fully repaid. Repayments shall continue to be secured by this Agreement until all of the repayments required shall be fully repaid to the Local Governments and Rural Water Systems Improvements Revolving Loan Fund. If, at any time, the Loan Recipient shall have repaid the Loan and interest required, the pledge of, and lien on, the Revenues to the Local Governments and Rural Water Systems Improvements Revolving Loan Fund shall be no longer in effect.

5.02. PROJECT RECORD AND STATEMENT. Books, records, reports, design documents, contract documents, and papers related to the Project shall be available to the authorized representatives of the Department and the U. S. Environmental Protection Agency for inspection at any reasonable time after the Loan Recipient has executed an Agreement and before one year has elapsed after the Loan Recipient repays the loan in full. If litigation, a claim, an appeal, or an audit is begun before the end of the one year period, all records must be kept for one year after the litigation, appeal, claim, or audit is complete or resolved.

5.03. ASSIGNMENT OF RIGHTS UNDER AGREEMENT. The Department may assign any part of its rights under this Agreement without the consent of the Loan Recipient. The Loan Recipient shall not assign rights created by this Agreement without the consent of the Department.

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5.04. AMENDMENT OF AGREEMENT. Modification, changes or amendments to this Agreement may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification or amendment of any term, provision or condition of this Agreement shall be (1) in writing and signed by both parties, and (2) consistent with applicable statutes, rules, regulations, executive orders, or written agreements between the Department and the U. S. Environmental Protection Agency.

5.05. SEVERABILITY CLAUSE. If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

5.06. CONFLICTS CLAUSE. In the event that any provision of this Agreement conflicts with the DWSIRLF Regulations, the Regulations will govern unless this Agreement specifically provides otherwise.

5.07. EXECUTION OF AGREEMENT. This Agreement becomes effective upon execution by the Board and the Loan Recipient. This Agreement will not be altered by the Loan Recipient after execution by the Board.

5.08. BONDS AND INSURANCE REQUIRED. The Loan Recipient shall require contractors to provide performance and payment bonds for the full amount of the contracts. Insurance against all risks during the period of construction shall be provided. Builder's risk or similar types of insurance in the amount of the full replacement cost of the Project shall be provided to the extent that such insurance is obtainable from time to time against any one or more of such risks.

The Loan Recipient shall cause insurance to be obtained and maintained against such risks as is customary during construction. Insurance requirements include workers' compensation, comprehensive general liability, contractors' indemnification obligations, vehicle liability, flood and property insurance. The Department reserves the right to require business interruption insurance when the Project includes revenue producing facilities and when such revenue produced therefrom is to be used for repayment of the loan. Any such requirement shall be included in the Project Specific Loan Conditions. The proceeds of insurance policies received as a result of damage to, or destruction of, facilities or structures shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Loan Recipient shall provide such restoration or replacement of the damaged portions of the facilities. Such restoration or replacement shall be promptly completed.

The Loan Recipient shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, to be insured by an insurance company or companies licensed to do business in the State of Mississippi against such risks as are customary in connection with the operation of facilities of like size, type and location in customary amounts to the extent such insurance is obtainable from time to time against any one or more of such risks. Such insurance shall be maintained at least until such time as the loan amount has been completely repaid.

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**ARTICLE VI - SAFE DRINKING WATER ACT  
AND OTHER FEDERAL REQUIREMENTS**

6.01. SAFE DRINKING WATER ACT. The Loan Recipient shall comply with all provisions of the Safe Drinking Water Act and regulations thereunder.

6.02. CROSS-CUTTING FEDERAL LAWS AND AUTHORITIES. The Loan Recipient shall comply with the cross-cutting Federal Laws and Authorities as required by the DWSIRLF Regulations, Appendix H.

6.03. SINGLE AUDIT ACT. The Loan Recipient shall comply with all provisions of the Single Audit Act Amendments of 1996 and regulations thereunder. When required by the Act, the Loan Recipient must submit the required copies of its Single Audit to the Department and to the designated Federal Clearinghouse, within the time frames allowed in the Act.

6.04. ADDITIONAL CAPITALIZATION GRANT APPROPRIATION PROVISIONS. Due to legislation that provided the federal appropriation, additional provisions are required of the loan recipient. All funds received for the project cited in this loan agreement are subject to the additional provisions outlined in the attached Exhibit 1, which is considered part of this document.

6.05. FEDERAL APPROPRIATION – GREEN INFRASTRUCTURE. Projects that have been designated “Green Infrastructure” under a given fiscal year, will be required to submit a business case certification. This certification will serve as proof that the project is justified as “Green Infrastructure.”

6.06. DEBARMENT, SUSPENSION, AND VIOLATING FACILITIES. By signing this agreement, Loan Recipient certifies to the best of its knowledge and belief that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;

(2) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (b) of this certification; and

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(4)Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Furthermore, Loan Recipient shall fully comply with Subpart C of 2 Code of Federal Regulations (CFR) Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment. Recipient may access the Excluded Parties List System at [www.epls.gov](http://www.epls.gov). This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

If it has been determined that the Loan Recipient has been debarred, suspended, proposed for debarment, declared ineligible, or excluded from covered transactions, it may have this proposal rejected or the loan award terminated. Additionally, under Section 97-7-10, Mississippi Code of 1972, as amended, the loan recipient may be fined up to \$10,000 or imprisoned for up to 5 years, or both.

#### ARTICLE VII - DETAILS OF FINANCING

7.01. AMOUNT OF LOAN. The amount of the Loan authorized is \$2,949,025.

7.02. SOURCE OF FUNDS. The Loan Recipient understands and agrees that the source(s) of funds for this Loan may be through EPA Regular Capitalization Grant monies, state funds, or a combination of these sources. This project is funded in the amount of \$2,949,025. Principal forgiveness has been awarded to a portion of this loan award due to the federal appropriation in the amount of \$0.

7.03. PROJECT BUDGET. The Loan Recipient agrees to the following project budget. Payments to the Loan Recipient for land, the facilities planning and design allowance, and the allowance for construction phase professional services may not exceed the project budget line items for each. Payments for other cost items may not exceed the sum of that project budget line item and any remaining contingency. Payments out of the contingency line item may be further limited if the Department determines that such payments could jeopardize completion of the Project. Amendments to the project budget must be requested by the Loan Recipient and approved by the Department and must be in accordance with the DWSIRLF Regulations.

|   | <u>Loan Amount</u> |
|---|--------------------|
| (1) Construction  | \$ 2,399,000       |
| (2) Equipment   | \$ - 0 -           |
| (3) Supplies  | \$ - 0 -           |
| (4) Testing   | \$ - 0 -           |
| (5) Contingency   | \$ 239,899         |
| (6) Land, Easements, Rights-of-Way                            | \$ -0-             |
| (7) Allowance for Facilities<br>Planning and Design           | \$ 185,248         |
| (8) Allowance for Construction Phase<br>Professional Services | \$ 124,878         |
| (9) SUBTOTAL LOAN AMOUNT                                      | \$ 2,949,025       |
| (10) LESS: PRINCIPAL FORGIVENESS                              | \$ (0)             |
| (11) TOTAL LOAN AMOUNT  | \$ 2,949,025       |

7.04. BIDS IN EXCESS OF BUDGET AMOUNTS. Should the bids for construction, equipment and supplies, and testing for this Project exceed the budget amounts for these items plus contingency, the Board may terminate this agreement in accordance with the procedures described in Article 4.03 (10).

7.05. AVAILABILITY OF FUNDS. The Loan Recipient understands and agrees that this loan award is based upon anticipated federal, state match, and other funds being made available to the Department. The Loan Recipient agrees that should such anticipated funds not be made available to the Department, the Department may delay payments to the Loan Recipient, may terminate the loan agreement, and/or may recover any previous payments made to the Loan Recipient. The Loan Recipient releases the Department from all liability for any claims or damages related to such actions and further agrees not to take any legal or other actions against the Department in regard to such claims, damages, or actions by the Department.

7.06. PROHIBITION OF DUPLICATE FUNDING. The Loan Recipient hereby agrees that all costs requested for reimbursement from the Drinking Water Systems Improvements Revolving Loan Fund Program as administered by the Local Governments and Rural Water Systems Improvements Board have not been, and will not be, also requested or received from other State or Federal agency funding sources.

7.07. INTEREST RATE AND ACCRUAL. The rate of interest on the unpaid principal of the Loan is 1.95 percent per annum, to be compounded monthly. Interest on amounts paid to the Loan Recipient will commence on the last construction contract completion date as established in the initial loan agreement or one year after the date established in the initial loan agreement for issuance of the notice to proceed on the earliest construction contract, whichever occurs first. Interest accrued prior to initiation of the repayment process will be added to the final allowable project costs to determine the principal amount to be repaid by the Loan Recipient.

7.08. INITIAL REPAYMENT SCHEDULE. The Loan Recipient hereby agrees to pay directly to the Mississippi State Department of Health, or their successor, the amount of

\$15,002.63 monthly, made payable to State Treasury Fund #3303, for repayment of the loan amount as specified in Article 7.01. of this Agreement, to begin April 1, 2015, and by the same day of each succeeding month for a period of 237 months, subject to amendment in accordance with the DWSIRLF Regulations. These repayments, including that portion of the repayments specified in Article 7.09. below as the administrative fee, will be deposited into the Local Governments and Rural Water Systems Improvements Revolving Loan Fund (Fund). The Department will deposit the administrative fee portion of the repayment into a specified sub-revenue category within the Fund until such time that the administrative fee is collected in full. This repayment schedule is subject to amendment in accordance with DWSIRLF Regulations.

7.09 ADMINISTRATIVE FEE. An administrative fee will be collected from the loan repayment amounts described in Article 7.08. to defray the costs of administering the Fund. Beginning with the initiation of the repayment process and until such time that the total administrative fee is collected, the interest portion of each repayment will not be charged. In lieu of the interest portion, an equal amount of the repayment will be collected as the administrative fee. The amount of the administrative fee to be collected will be equal to \$147,451.25 (which is five percent of the initial loan amount reflected in Article 7.01. of the Initial Loan Agreement.) or the total amount of interest due over the life of the loan, whichever is less.

#### **ARTICLE VIII - PROJECT BUDGET PERIOD**

8.01. PROJECT BUDGET PERIOD. Unless amended, the budget period for this Project begins on September 28, 2012, and expires on January 16, 2015. No costs that are incurred or requested after the expiration date will be eligible. The expiration date is 30 days after the Department's final construction observation date. Department approval of loan eligible time extension change orders will automatically extend the budget period through such loan eligible date.

#### **ARTICLE IX - PROJECT DESCRIPTION**

9.01. PROJECT DESCRIPTION. The Project shall mean facilities funded in whole or in part under this Agreement described as follows:

Construction of a new 500,000 gallon ground storage tank, service pumps, and the installation of approximately 5,500 linear feet of a 12 inch pipeline

The loan eligible scope is specifically limited to that described above and, if applicable, to that identified as eligible in the facilities plan and as further described by plans, specifications, contract documents, and change orders approved as eligible by the Department. The Loan Recipient hereby agrees that no additional eligible scope will be added to this Project Description.

## ARTICLE X - PROJECT SPECIFIC LOAN CONDITIONS

10.01. PROJECT SPECIFIC LOAN CONDITIONS. The Loan Recipient shall comply with the following Project Specific Loan Conditions and any amendments made thereto pursuant to the provisions of the DWSIRLF Regulations.

- (1) The Loan Recipient shall comply with the following schedule in accordance with DWSIRLF Regulation III.D.(3) and III.F.(7). **Earlier completion of certain actions may require earlier completion of other actions.**
    - a. By March 27, 2013, submit a complete set of plans, specifications and contract documents to the Department;
    - b. By June 25, 2013, secure approval of plans, specifications and contract documents by the Department;
    - c. By September 23, 2013 (no later than 90 days after approval of plans, specifications, and contract documents), submit clear title certificates from the Loan Recipient and title counsel for all real property (eligible and ineligible) and easements;
    - d. By September 23, 2013 (no later than 90 days after approval of plans, specifications, and contract documents), secure all local funds necessary for the project and submit proof of such funds;
    - e. By September 23, 2013 (no later than 90 days after approval of plans, specifications, and contract documents), advertise all construction contracts for bids and submit proof of such advertisement;
    - f. By October 23, 2013 (no later than 120 days after approval of plans, specifications, and contract documents), open bids on all construction contracts;
    - g. By November 6, 2013 (no later than 14 days after receipt of bids), submit the completed MBE/WBE documentation on all construction contracts;
    - h. By November 13, 2013 (no later than 21 days after receipt of bids), submit bid packages on all construction contracts, executed copies of all construction phase professional services contracts, and a loan agreement amendment request;
    - i. By December 22, 2013 (60 days after receipt of bids), execute and submit all construction contract documents and issue and submit a notice to proceed on all such contracts;
-

- j. By November 17, 2014 (may change due to change orders), complete construction on the last construction contract. All other contracts must be completed by their original contract completion date, or as amended by approved change orders;
  - k. By November 27, 2014 (10 days after the last construction contract completion date), notify the Department of construction completion. Notification of completion must be given within 10 days after completion of each contract;
  - l. By December 17, 2014 (30 days after the last construction contract completion date), submit all change orders which include time extensions exceeding 30 days beyond the original contract completion date and/or documentation that the Loan Recipient is implementing all legal remedies provided in the contract documents for failure to complete construction when required;
  - m. By December 17, 2014 (30 days after the last construction contract completion date), hold final construction observation. A final observation will be held on each contract within 30 days after the current completion date on that contract;
  - n. By January 16, 2015 (30 days after final construction observation), submit final payment requests, approvable summary change orders, full-scale record drawings, the registered engineer's certification of compliance with plans, specifications and contract documents, appropriate bacteriological test results, final construction phase professional services contract amendments and all other administrative forms and documents required by the Agreement and the Department. **Payment requests submitted after this date are not allowable regardless of when the costs were incurred;**
- (2) Should the Loan Recipient be subject to any administrative order, court order, or other enforcement action presently or in the future, the Loan Recipient shall comply with such enforcement action regardless of any schedules, document submittals or approvals, or any other requirements under this Agreement. Any such schedules, document submittals or approvals, or any other requirements under this Agreement which vary from the enforcement action requirements shall in no way relieve the Loan Recipient from compliance with such enforcement action, nor shall such enforcement action relieve the Loan Recipient from compliance with any Agreement requirement.
- (3) If any ineligible construction, equipment, supplies, or testing are added to this Project, the final payment for the allowance for professional services after loan award shall be reduced to reflect eligible costs using one of the following methods.
-

- a. The Loan Recipient shall submit separate invoices for eligible and ineligible work. All contracts for professional services after loan award shall have separate compensation clauses and cost ceilings for eligible and ineligible work.
- b. The allowance payment shall be prorated by the eligibility ratio shown below. The final ratio shall be based on actual, final costs for construction, equipment and supplies, and testing; an interim ratio may be used as needed.

$$\text{Eligibility Ratio} = \frac{\text{Eligible Construction/Equipment/Supplies/Testing Cost}}{\text{Total Construction/Equipment/Supplies/Testing Cost}}$$

If it becomes apparent that the allowance payments will exceed the eligible amount, the Department may limit payments prior to the final payment.

- (4) The Loan Recipient understands and agrees that the Mississippi State Department of Health will be performing loan eligibility/allowability document reviews and other routine loan management activities. The Loan Recipient agrees to submit all documents when so required by this Agreement (and the DWSIRLF Regulations) directly to the Mississippi State Department of Health, and to respond to such review and take such actions as required by the Mississippi State Department of Health in order to secure loan eligibility/allowability of costs incurred in the construction of this Project.
- (5) The Loan Recipient shall undertake the six affirmative steps as stated in Appendix E of the DWSIRLF Regulations and as further described in the Department's MBE/WBE Utilization Guidance to assure minority and women's business enterprises have the maximum feasible opportunity to participate in a fair share of the subagreements awarded under this Project. The fair share objectives negotiated for this Project are 3.1% minority and 1.2% women's business enterprises.

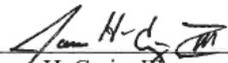
IN WITNESS WHEREOF, the Board has caused this Agreement to be executed on its behalf by the Board Chairman or his designee, and the Loan Recipient has caused this Agreement to be executed on its behalf by its Authorized Representative.

**THE CITY OF GREENWOOD  
UTILITIES**

**STATE OF MISSISSIPPI**

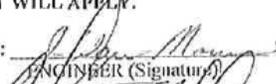
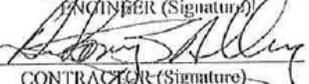
CHAIRMAN, LOCAL GOVERNMENTS  
AND RURAL WATER SYSTEMS  
IMPROVEMENTS BOARD  
DIRECTOR, OFFICE OF HEALTH  
PROTECTION  
MISSISSIPPI STATE DEPARTMENT  
OF HEALTH

By:   
Brian Finnegan  
CEO

By:   
James H. Craig, ID

10-17-12  
(Date)

September 28, 2012  
(Date)

| CONTRACT CHANGE ORDER  |  |   |                    |                     |
|--|--|---|--------------------|---------------------|
| OWNER: <u>CENTRAL YAZOO WATER ASSOCIATION, INC.</u>  |  |   |                    |                     |
| CONTRACTOR: <u>LAYNE CHRISTENSEN CO.</u>   |  |   |                    |                     |
| DATE: <u>05/08/2014</u> LOAN NUMBER: <u>DWI-0820004-01</u>   |  |   |                    |                     |
| CHANGE ORDER NUMBER: <u>5</u> CONTRACT NUMBER: <u>MS0820004</u>  |  |   |                    |                     |
| PROJECT NAME: <u>NEW 500 GPM WATER WELL-PARADISE ROAD</u>  |  |   |                    |                     |
| REASON FOR CHANGE: <u>ADDITION FENCING NEEDED AROUND WELL SITE</u>   |  |   |                    |                     |
| <b>THE CONTRACTOR IS HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS (USE ADDITIONAL SHEETS IF REQUIRED):</b> |  |   |                    |                     |
| ITEM NO.   | DESCRIPTION OF CHANGE(S)<br>(QUANTITIES, ETC.) | UNIT COST   | TOTAL CONTRACT     | TOTAL ELIGIBLE COST |
| 1  | 33 ft. additional fencing                      | \$528.66  | \$528.66           | \$528.66            |
|  |  |   | TOTAL              | TOTAL ELIGIBLE      |
| ORIGINAL CONTRACT AMOUNT:  |  |   | \$ 616,704.00      | \$ 616,704.00       |
| CURRENT CONTRACT AMOUNT:   |  |   | \$ 614,154.00      | \$ 614,154.00       |
| THIS CONTRACT CHANGE:  |  |   | (+)\$ 528.66       | (+)\$ 528.66        |
| REVISED CONTRACT AMOUNT:   |  |   | \$614,682.66       | \$ 614,682.66       |
| CURRENT CONTRACT COMPLETION DATE:  |  |   |                    |                     |
| TIME EXTENSION REQUIRED BY CHANGE:   |  |   |                    |                     |
| REVISED CONTRACT COMPLETION DATE:  |  |   | 05/16/2014         |                     |
| THIS CONTRACT CHANGE ORDER SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.  |  |   |                    |                     |
| RECOMMENDED BY:  |  |  | <u>5-8-14</u>      | DATE                |
|  |  | ENGINEER (Signature)  |                    |                     |
| ACCEPTED BY:   |  |  | <u>May 8, 2014</u> | DATE                |
|  |  | CONTRACTOR (Signature)  |                    |                     |
| APPROVED BY:   |  |  | <u>5/12/14</u>     | DATE                |
|  |  | OWNER (Signature)   |                    |                     |

2014 MAY 13 PM 3:23

**PAYMENT REQUEST FOR CONSTRUCTION**  
**THE DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAN FUND PROGRAM**

1. STATE LOAN NUMBER DWI-L330004-01-0

2. a. PAYMENT REQUEST NO. 15 b. IS THIS THE FINAL PAY REQUEST? No

3. PERIOD COVERED BY THIS REQUEST: 03/01/2014 TO 04/27/2014  
MONTH/DAY/YEAR MONTH/DAY/YEAR

4. LOAN RECIPIENT: \_\_\_\_\_ 5. PAYEE (IF OTHER THAN LOAN RECIPIENT): \_\_\_\_\_

GOOD HOPE WATER ASSOCIATION \_\_\_\_\_  
NAME NAME

45 HAWKINS AVENUE \_\_\_\_\_  
STREET ADDRESS STREET ADDRESS

BASSFIELD, MS 39421 \_\_\_\_\_  
CITY, STATE, ZIP CITY, STATE, ZIP

601-943-6619 \_\_\_\_\_  
TELEPHONE TELEPHONE

| 6. FUNDS REQUESTED:                                       | TOTAL COST      | ELIGIBLE AMOUNT REQUESTED |
|---|-----------------|---------------------------|
| a. Construction   | \$ 1,964,684.26 | \$ 1,454,684.27           |
| b. Equipment (Not included in line a)                     |                 |                           |
| c. Supplies   |                 |                           |
| d. Testing  |                 |                           |
| e. Land, Easements, Rights-of-Way                         |                 |                           |
| f. Allowance for Facilities P/D                           | \$ 114,500.00   | \$ 114,500.00             |
| g. Allowance for Construction Phase Professional Services | \$ 56,525.00    | \$ 56,525.00              |
| h. DWSIRLF Administrative Fee                             |                 |                           |
| i. Total  |                 | \$ 1,625,709.27           |
| j. Less: DWSIRLF Payments Previously Paid                 |                 | \$ 1,592,908.97           |
| k. Amount Requested for Payment                           |                 | \$ 32,800.30              |

7. CERTIFICATION

I certify that all requested payments are in accordance with the contracts for such services, that this request represents the amount due and not previously requested, that all costs requested for reimbursement from the Drinking Water Systems Improvements Revolving Loan Fund have not been, and will not be, also requested or received from other State or Federal agency funding sources, and that all work included in this request is in accordance with the terms of the DWSIRLF Loan Agreement.

Thomas Arnold  
 SIGNATURE OF AUTHORIZED OFFICIAL REPRESENTATIVE

THOMAS ARNOLD, PRESIDENT  
 TYPED NAME AND TITLE

May 09, 2014  
 DATE

FOR DEPARTMENT USE ONLY

ASSOCIATED WITH SEAP FUNDS? YES/NO

Christopher Johnson 05/13/14  
 PROJECT MANAGER APPROVAL DATE

8. DEPARTMENT RECOMMENDATION/APPROVAL:  
 Check Mailed: \_\_\_\_\_

San H. C. Jr 20 MAY 2014  
 DEPARTMENT OF HEALTH APPROVAL DATE

HDWILF45d  
 Bid Package  
 November 30, 2006

**DWSIRLF Loan Amendment Request**

| Budget Item   | Total Project Cost (Eligible & Ineligible) | *Eligible Amount Requested |
|---|--|----------------------------|
| Construction  | \$ 2,096,682.64                            | \$ 1,586,682.64            |
| Equipment   | \$   | \$                         |
| Supplies  | \$   | \$                         |
| Testing   | \$   | \$                         |
| Contingency (**Generally 5% of the above costs)   | \$   | \$                         |
| Land, Easements, Right-of-Way   | \$ 104,834.36                              | \$ 104,834.36              |
| Planning and Design Allowance (Note: Eligible portion is limited to the maximum percentage derived from DWSIRLF Regulations Appendix B, Table 1 unless otherwise approved by the Department)                      | \$   | \$                         |
| Construction Phase Professional Services Allowance (Note: Eligible portion is limited to the maximum percentage derived from DWSIRLF Regulations Appendix B, Table 2 unless otherwise approved by the Department) | \$ 114,500.00                              | \$ 114,500.00              |
| Administrative Fee (Not recalculated after Initial Award)   | \$ 59,500.00                               | \$ 59,500.00               |
| <b>TOTALS</b>   | \$   | \$                         |
| <b>ORIGINAL LOAN AMOUNT</b>   | \$ 2,375,517.00                            | \$ 1,865,517.00            |
| <b>LOAN INCREASE/DECREASE AMOUNT</b>  |  | \$ 2,023,352.00            |
|   |  | - \$ 157,835.00            |

Do not include costs that have been or will be also requested or received from other State or Federal funding sources. This may be further reduced depending on the availability of funds at the time bid package is received.

Estimated cost of construction contracts in loan scope but not yet bid: \$ 0

| PROJECT FUNDING SOURCES |                 |
|-------------------------|-----------------|
| DWSIRLF Loan            |                 |
| DBG Grant               | \$ 1,865,517.00 |
| S Loan/Grant            | \$ 510,000.00   |
| C Grant                 | \$              |
| d Issue                 | \$              |
| l Funds                 | \$              |
| r (specify)             | \$              |
|                         | \$ 2,375,517.00 |

**DWILF LOAN AWARD CODE SHEET FOR INITIAL OFFERS AND AMENDMENTS**  
(Information Required for DWNIMS)

\*Loan Number: ~~DWI-H280~~ L420001-01-0

\*Loan Recipient: The City of Greenwood Utilities

County: Leflore Congressional Dist: 2nd Priority List FY: 2012

Facility Numbers: 0420001 Population of Entire Service Area 20,303  
(Needs Numbers - get from William Moody @ MSDH) (EPA 4700-4 Form)

Coordinated Funding? Yes  No  (If YES, list below from p. 2 of Loan Application NDWILF11)  
List Source (CDBG, SPAP, ARC, etc.) & Amount:

\*Award Date: September 28, 2012 \*Interest Rate 1.95%

\*Amendment Type: Initial \*Amendment Amount \$ 2,949,025

- Loan Cost Categories - Note: CATS I-VI must equal total loan amount.  
Do not include accrued interest in the total loan amount.

CAT - I - Planning & Design Only (assistance provided for a combined planning, design, and construction project should all be reported under the appropriate categories below): N/A

CAT - II - Construction (includes both new and existing):

IIA - Treatment [disinfection, filtration, waste handling & treatment, other treatment needs (i.e., GAC, aeration, iron/manganese removal), and chemical storage tanks]: \_\_\_\_\_

IIB - Transmission & Distribution (raw & finished water transmission, service lines, valves, backflow prevention, water meters, and/or pumping stations): \$2,168,168

IIC - Source (wells, wellhead pumps & surface water intakes): \_\_\_\_\_

IID - Storage (elevated and ground level storage for finished/treated water and covers for existing storage): \$780,857

CAT - III - Purchase of systems (i.e., as part of consolidation/regionalization): \_\_\_\_\_

CAT - IV - Restructuring (costs associated with changes in organizations structure, management, accounting, rates, or other procedures conducted in order to meet technical, financial and managerial requirements): \_\_\_\_\_

CAT - V - Land Acquisition: \_\_\_\_\_

CAT - VI - Other: \_\_\_\_\_

Total Loan Amount: \$2,949,025

Completed by: Colleen Cook Date: 9/21/2012

\* Complete only these items for loan amendments.

CHANGE ORDER LOG

LOAN NUMBER: DWI-4280 L B 2 0004 - 01

CONSTRUCTION CONTINGENCY AMOUNT (IN THE LOAN AGREEMENT): \$ \_\_\_\_\_

CONTRACT NUMBER: 1 CONTRACTOR'S NAME: Layne Christensen

DESCRIPTION OF WORK: Water Well

CONTRACT START DATE: 8/19/2013 ORIGINAL CONTRACT PERIOD: 180 Days

ORIGINAL COMPLETION DATE: 2/15/2014 30 days + ORIGINAL COMPLETION DATE: 3/17/2014

|                     | TOTAL \$   | ELIGIBLE \$ | TOTAL TIME EXTENSION DAYS | ELIGIBLE TIME EXTENSION DAYS | ELIGIBLE CONSTRUCTION COMPLETION DATE |
|---------------------|------------|-------------|---------------------------|------------------------------|---------------------------------------|
| ORIGINAL CONTRACT * | 616,704    | 616,704     |                           |                              | 2/15/2014                             |
| CHANGE ORDER 1      | -0-        | -0-         | 60                        | 60                           |                                       |
| REVISED CONTRACT    | 616,704    | 616,704     | 60                        | 60                           | 4/16/2014                             |
| CHANGE ORDER 2      | +750       | +750        | 0                         | 0                            |                                       |
| REVISED CONTRACT    | 617,454    | 617,454     | 0                         | 0                            | 4/16/2014                             |
| CHANGE ORDER 3      | -3,300     | -3,300      | 0                         | 0                            |                                       |
| REVISED CONTRACT    | 614,154    | 614,154     | 0                         | 0                            | 4/16/2014                             |
| CHANGE ORDER 4      | -0-        | -0-         | 30                        | 30                           |                                       |
| REVISED CONTRACT    | 614,154    | 614,154     | 90                        | 90                           | 5/16/2014                             |
| CHANGE ORDER 5      | \$528.66   | 528.66      | 0                         | 0                            |                                       |
| REVISED CONTRACT    | 614,682.66 | 614,682.66  | 0                         | 0                            | 5/16/2014                             |
| CHANGE ORDER 6      |            |             |                           |                              |                                       |
| REVISED CONTRACT    |            |             |                           |                              |                                       |
| CHANGE ORDER 7      |            |             |                           |                              |                                       |
| REVISED CONTRACT    |            |             |                           |                              |                                       |
| CHANGE ORDER 8      |            |             |                           |                              |                                       |
| REVISED CONTRACT    |            |             |                           |                              |                                       |
| CHANGE ORDER 9      |            |             |                           |                              |                                       |
| REVISED CONTRACT    |            |             |                           |                              |                                       |
| CHANGE ORDER 10     |            |             |                           |                              |                                       |
| REVISED CONTRACT    |            |             |                           |                              |                                       |

\*Refer to bid package

2/3/2010

DRINKING WATER IMPROVEMENTS AND EMERGENCY PROGRAMS  
 INTERIM CONSTRUCTION OBSERVATION REPORT

The purpose of this observation is to determine the Loan Recipient's (LR's) compliance with the loan agreement and is not to interpret, manage, or otherwise affect the construction contract between the LR and the construction contractor or any other contracts relating to this project.

DWSRF PM: Colleen Cook Loan Recipient: Central Yazoo W/A PWS ID#: 0820004

County: Yazoo Report #: 2 Project Name: New Well and Distribution Upgrades

Reference: \_\_\_\_\_ Total # of Contracts: 2

Type: DWI (X); DWE ( ) L 820004 - 01 Observation Date/Time: 5/27/2014 @10:00

| CONTRACT #   | ONE                 | TWO          | THREE        |
|--|---------------------|--------------|--------------|
| CONTRACTOR NAME  | Layne Central       |              |              |
| GENERAL SITE CONDITIONS  |                     |              |              |
| 1. Did site appear to be workable?<br>(details below)  | (X)Yes ( )No        | ( )Yes ( )No | ( )Yes ( )No |
| 2. Was work being performed?   | ( )Yes (X)No        | ( )Yes ( )No | ( )Yes ( )No |
| 3. Did all work (completed and in progress) appear to be in accordance with the approved P/S/CD and change orders? (details below) | (X)Yes ( )No        | ( )Yes ( )No | ( )Yes ( )No |
| 4. Was the Resident Inspector on site?   | ( )Yes (X)No        | ( )Yes ( )No | ( )Yes ( )No |
| 5. Were LR's standard files reviewed?<br>(Should be reviewed at least quarterly)<br>If yes:  | ( )Yes (X)No        | ( )Yes ( )No | ( )Yes ( )No |
| A. Did Files appear to be adequately organized? (If no, give details and/or recommendations below)                                 | ( )Yes ( )No<br>N/A | ( )Yes ( )No | ( )Yes ( )No |
| B. Does the Resident Inspector's log appear to be up to date?  | ( )Yes ( )No<br>N/A | ( )Yes ( )No | ( )Yes ( )No |