

**EXHIBIT A-1
Statement of Work Template**

**STATEMENT OF WORK FOR A MILESTONE, DELIVERABLE OR SERVICE-BASED PROJECT
BETWEEN
State of Mississippi, Department of Environmental Quality
AND
GUIDESOFT, INC., d/b/a KNOWLEDGE SERVICES
AND
Information Management Systems**

Authorization for work performed pursuant to this Statement of Work "SOW" is granted under the terms of the Master Consulting Services Agreement between GuideSoft, Inc. d/b/a Knowledge Services and Mississippi Department of Information Technology Services.

INTRODUCTION

BP2K is written on the Oracle Forms and Reports (F&R) platform and has been in place for almost twenty years. The contractors who originally coded the system are no longer with the agency; however, the agency has two full-time employee programmers who are skilled in maintaining and modifying the system. The agency also has two Oracle DBAs who administer the Oracle database for the system. Over the years the system has been modified and customized significantly to support the MDEQ business functions. Due to the nature of the Oracle F&R platform, reporting is inflexible and requires programming staff to create code for the generation of new reports. While some of the reports are a standard component of daily/monthly/yearly activity, flexible reporting capability should be included for users.

Although not all-inclusive, below is a list of some of the essential functionality to be modernized:

1. Master Data Functions / Account Maintenance
2. Vendor Maintenance
3. Purchase Requisition, Purchase Order, and Purchase Order Payment Voucher Processing
4. Invoice/Bill Tracking, Reporting, and Query
5. Non-PO Payment Vouchers
6. Employee Travel and Advance
7. Warrants
8. Revenue / Refund Processing
9. Accounts Receivable
10. Accounts Receivable / Revenue Reports
11. Accounts Receivable Billing/Customer Interface to MUSTER, enSite, and Mining
12. Generation of MAGIC Interface Files
13. Cell Phone, Fuelman, and ITS Allocations, Interfaces and Maintenance
14. Procurement Card Preparation and Reports
15. Contractor Payroll and Travel
16. Monthly Payroll and SPAHRS Interface
17. Labor Distribution Functions and Reports
18. MAGIC and Asset ID Tables
19. Journal Vouchers
20. Month-End Processing and Reporting
21. Annual and Multi Year Reports
22. Year-end Processing / Generate New Year

Most of the items listed above have sub-menu functionality which must be incorporated into the new system.

SCOPE OF WORK

Review the existing BP2K system and processes. Gather the information that is necessary to plan the development of the new system, through the use of tasks such as system demonstrations; interviews with the business stakeholders, programmers, and IT management; and analysis of the existing code. BP2K currently uses native authentication, although MDEQ is considering using Active Directory authentication for the system re-write. Provide a planning document that explains how the new system will be developed. Vendor should describe how they would incorporate Active Directory authentication and security roles in the new system. The planning document should include a recommendation on the platform where the system will be developed and tested, keeping in mind that MDEQ users will require access to the new system for testing purposes while it is in development. The planning document should explain their system development lifecycle methodology, to include application security techniques used, as well as post-implementation support. The planning document should also include a tentative timeline.

Build and test the functionality of the new system as specified in the Milestones. Include documentation of the system, along with Visio diagrams that show the flow of the data where appropriate.

As new functionality is coded, user training and coordinated testing with users is required.

As the milestones are progressing, the vendor must ensure that newly-coded modules successfully execute successfully and integrate with the already-coded modules.

MDEQ requires services to migrate all of the existing BP2K application functionality from the Oracle F&R platform to the .Net platform. This includes all transactions, reports, interfaces, and batch processes that currently reside in this legacy platform.

MDEQ requests that record logging be included for some of the BP2K functions in this system re-write. Record logging functions would be the creation of a record log each time an addition, modification, or deletion of a record in BP2K occurs.

BP2K interfaces with existing systems for the transmission of pertinent data back and forth between the systems. Some of these interfaces are automated, and some of the interfaces require export and import of files. These systems include:

MUSTER – Manages the functions of the Groundwater Assessment and Remediation Division in support of Underground Storage Tanks – written in-house and resides on SQL Server platform

enSite – System purchased from CGI that manages permitting, compliance, and inspections

Mining – Management of permitting activities associated with mining – written in-house

TEALS – Time Entry, Attendance, and Leave system written in-house

SPAHRs – Statewide Payroll and Human Resources System

MAGIC – Mississippi's Accountability System for Government Information and Collaboration

Fuelman – Fleet maintenance (repairs, gasoline, etc.)

C SPIRE – telecommunications billing

ITS – telecommunications billing

All of the above interfaces must function correctly in the new system.

The vendor must provide skilled developers who can learn (or already know) how to maintain the existing Oracle F&R system in the event that support is required for this system while the new system is being created, during the testing phase, and after implementation if needed.

The vendor must provide staff knowledgeable in developing code in the .Net platform using C# and Visual Studio, in addition to SQL Server Reporting Services (SSRS). Preference will be given to vendors who can provide developers who are experienced with Oracle F&R or similar programming languages.

The vendor must have developers and analysts who are experienced in Agile programming methodology, and the vendor must use this methodology in the creation of the new system.

The vendor must dedicate specific resources to this project who remain the same throughout the project, unless prior approval is received from the customer to replace a resource. The resources provided by the vendor must possess excellent verbal and written communication skills.

The vendor developers will work closely with Debbie Wolfgram and Veronica Turnage (MDEQ programmers), as well as MDEQ users of the existing system, to completely understand the functionality that is being replaced. It is important that the developers have excellent communication, documentation, and knowledge-transfer skills.

Vendors who have familiarity with the MDEQ business processes that utilize BP2K are desirable in order to facilitate early and rapid progress in developing the new system.

Resumes of the staff who will be assigned to this project must be provided.

Vendor must provide experienced and credentialed staff for the management of the project. Vendor must explain in detail their methodology for providing project status reporting, including sample reports. Also explain methodology for re-aligning the project when schedules are not being met.

PERIOD OF PERFORMANCE

The start of the project will be March 18, 2019 and the project will conclude by September 30, 2019 during which time IMS staff will be dedicated to the completion of the project. This includes an on-site Oracle support staff member. The project will be spread over a six-month time period similar to the earlier proposed project plan.

PLACE OF PERFORMANCE

Work must be conducted at the MDEQ office at 700 N. State Street, Jackson, MS 39202, unless prior approval is granted by MDEQ. If remote work is mutually agreed upon by MDEQ and Vendor, deliverables may be performed remotely utilizing Vendor's conference call bridges, email, and ITS VPN connectivity.

Project Name: Modernization of BP2K application		Posting ID#: 58277
Project Start Date: March 18, 2019		Project End Date: September 30, 2019
Milestone/Deliverable or Services Description		Cost
Milestone/Deliverable or Services 1: Plan Development and Report Testing		\$ 50,000.00
Milestone/Deliverable or Services 2: Master Data and Account Maintenance		\$ 63,420.00
Milestone/Deliverable or Services 3: Vendor Maintenance, Purchase Requisition, and Purchase Order		\$ 63,420.00
Milestone/Deliverable or Services 4: Invoice/Bill Tracking		\$ 63,420.00
Milestone/Deliverable or Services 5: Non-Purchase Order payment voucher, Employee Travel and Advance, Purchase Order Payment Voucher, and Warrant		\$ 63,420.00
Milestone/Deliverable or Services 6: Revenue/Refund Processing, Accounts Receivable Processing, Accounts Receivable / Revenue Reporting, and Accounts Receivable Billing/Customer interface to MUSTER and enSite		\$ 63,420.00
Milestone/Deliverable or Services 7: MAGIC Interface Files; Cell Phone, Fuelman, and ITS allocations and Maintenance; and Procurement Card Preparation		\$ 63,420.00
Milestone/Deliverable or Services 8: Contractor Payroll and Travel and Monthly Payroll		\$ 63,420.00
Milestone/Deliverable or Services 9: Labor Distribution		\$ 63,420.00
Milestone/Deliverable or Services 10: MAGIC and Asset ID table maintenance, Journal Vouchers, and Month-end Processing		\$ 63,420.00
Milestone/Deliverable or Services 11: Annual and Multi-Year Reporting, Year-end Processing, and Generation of New Year		\$ 63,420.00
Total Project Cost		\$ 684,200.00

A change order will be required for any modifications to the project (including project scope/project cost). The change order must be created by Knowledge Services, based on the approved change order justification received by VENDOR (approved by AGENCY). The change order must be signed by AGENCY, VENDOR, and Knowledge Services prior to the vendor receiving clearance to move forward with the requested changes.

ACCEPTANCE CRITERIA

For each Milestone/Deliverable MDEQ will require ten business days to conduct acceptance testing, although acceptance testing in some instances may conclude in a shorter timeframe. If additional time is necessary to perform acceptance testing written notice will be provided to the vendor prior to the conclusion of the tenth business day. MDEQ will notify Vendor of acceptance by accepting the milestone in dotStaff, or by denying the milestone in dotStaff and providing Vendor a detailed list of deficiencies that must be remedied prior to approval of the milestone/deliverable. In the event MDEQ notified the Vendor of deficiencies, the Vendor shall make necessary corrections within five working days unless MDEQ consents in writing to a longer period of time. MDEQ has five working days to review and accept or reject the corrected deliverable. If MDEQ deems the corrected deliverable(s) as not acceptable, MDEQ reserves the right to terminate the SOW contract with selected Vendor and payment for the unacceptable deliverable(s) will not be authorized.

OTHER REQUIREMENTS

n/a

LIQUIDATED DAMAGES

It is agreed by the parties hereto that time is of the essence, and that in the event of a delay in the satisfactory completion and acceptance of the services provided for herein, damage shall be sustained by Customer. In the event of a delay as described herein, Vendor shall pay

Customer, within five (5) calendar days from the date of receipt of notice, fixed and liquidated damages of \$100.00 per deliverable per day for each calendar day of delay caused by Vendor up to an aggregate cap of five thousand dollars (\$5,000.00) per deliverable. Customer may offset amounts due it as liquidated damages against any monies due Vendor under this Agreement.

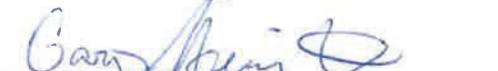
Customer will notify Vendor in writing of any claim for liquidated damages pursuant hereto on or before the date Customer deducts such sums from money payable to Vendor. Any liquidated damages assessed are in addition to and not in limitation of any other rights or remedies of Customer. Notwithstanding the forgoing, in no event shall Vendor be subject to liquidated damages or any other form of liability if a delay in the submission of deliverables or their acceptance is the result of, or is contributed to by, the acts or omissions of the State, its employees, or its other Vendors, consultants, or agents or a force majeure event.

For the faithful performance of the terms of this Statement of Work, the parties hereto have caused this Statement of Work to be executed by their undersigned authorized representatives.

Mississippi Department of Environmental Quality

Information Management Systems - Vendor


Authorized Signature


Authorized Signature

Terri Lawrence
Printed Name

Gary Hennington
Printed Name

CEO
Title

President
Title

3/14/19
Date

3/8/19
Date

Guidesoft Inc., d/b/a Knowledge Services

Guidesoft Inc., d/b/a Knowledge Services - Legal


Authorized Signature


Authorized Signature

Doreen DeLancy
Printed Name

Katie Belange
Printed Name

Program Manager
Title

Corporate Counsel
Title

March 8, 2019
Date

Mar 11, 2019
Date