

ITS *Mississippi Department of Information Technology Services*

RFP No: 3713

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until **May 2, 2013 @ 3:00 p.m.** Central Time for the acquisition of the products/services described below for Mississippi Department of Human Services.

Services of a Vendor to provide Quality Assurance/Independent Verification and Validation (QA/IV&V) services for the replacement of the Mississippi Automated Child Welfare Information System (MACWIS)

The Vendor must submit proposals and direct inquiries to:

Debra Spell
Technology Consultant
Information Technology Services
3771 Eastwood Drive
Jackson, MS 39211
(601) 432-8132
debra.spell@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. 3713
due May 2, 2013 @ 3:00 p.m.,
ATTENTION: debra.spell

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

ITS RFP Response Checklist

RFP Response Checklist: These items should be included in your response to RFP No. 3713.

- _____ 1) One clearly marked original response, ten (10) identical copies, and an electronic copy 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)
- _____ 9) Initial project plan

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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 Attachment 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 _____

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.

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

- 8.1 The Vendor is required to submit one clearly marked original response, ten (10) identical copies, and an electronic copy of the complete proposal, including all sections and attachments, in three-ring binders.

- 8.2 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.
 - 8.3 Number each page of the proposal.
 - 8.4 Respond to the sections and attachments in the same order as this RFP.
 - 8.5 Label and tab the responses to each section and attachment, using the corresponding headings from the RFP.
 - 8.6 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.)
 - 8.7 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.”
 - 8.8 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
 - 8.9 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*.
 - 8.10 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.
 - 8.11 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.
9. 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*.

10. **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.
11. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **ITS**.
12. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
 - 12.1 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.
 - 12.2 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.
 - 12.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
 - 12.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.
 - 12.5 The Vendor must submit a statement outlining the circumstances for the clarification.
 - 12.6 The Vendor must submit one clearly marked original and ten (10) copies of the clarification.
 - 12.7 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).
13. **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.

- 13.1 The State's contact person for the selection process is: Debra Spell, Technology Consultant, 3771 Eastwood Drive, Jackson, MS 39211, 601-432-8132, debra.spell@its.ms.gov.
- 13.2 Vendor may consult with State representatives as designated by the State's contact person identified in 13.1 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

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 Attachment 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 attachments of this RFP, including the *Standard Contract* attached as Attachment 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 Statewide Automated Accounting System (“SAAS”) 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.state.ms.us.

13.2 For state agencies that make payments through SAAS, 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. Should the requirement for electronic invoicing be implemented during the term of the project contract, the State will work with the Vendor to determine a reasonable timeframe for initiating electronic invoicing.

13.3 Items 13.1 and 13.2 only apply to state agencies that make payments through SAAS. 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. Prior to the Vendor receiving the requested policy information, the Vendor must sign and submit the non-disclosure agreement found on the ITS website, <http://www.its.ms.gov>, as follows: hover over "Services" at the top of the screen; select "Information Security", on the right hand side of the page, click on the link "Policy & Plans". The form can be found at the "Enterprise Security Policy" link under the "Third Party" heading. The complete web address is shown below:

<http://www.its.ms.gov/Services/Pages/ENTERPRISE-SECURITY-POLICY.aspx>

Vendor must provide contact information (name, email address, phone number) that can be used to 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.

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

The Vendor must include the price of a performance bond or irrevocable bank letter of credit with its RFP proposal. The cost of the bond or letter of credit must be shown as a separate line item in the *Cost Information Submission*. The performance bond or letter of credit must be procured at the Vendor's expense prior to the execution of the contract and may be invoiced to Mississippi Department of Human Services after contract initiation only if itemized in the *Cost Information Submission* and in the executed contract. **The final decision as to the requirement for a Performance Bond or Irrevocable Bank Letter of Credit will be made upon contract award and is at the State's sole discretion.**

If a Performance Bond /Irrevocable Bank Letter of Credit is required, the Vendor must procure and submit to ITS, on behalf of **Mississippi Department of Human Services**, with the executed contract, (a) a performance bond from a reliable surety company authorized to do business in the State of Mississippi or (b) an irrevocable bank letter of credit that is acceptable to the State. The Performance Bond or the Irrevocable Letter of Credit shall be for the total amount of the contract or an amount mutually agreed upon by the State and the successful Vendor and shall be payable to **Mississippi Department of Human Services**, to be held by their contracting agent, the Mississippi Department of Information Technology Services. No contract resulting from this RFP will be valid until the required Performance Bond or Irrevocable Bank Letter of Credit has been received and found to be in proper form and amount. The Vendor agrees that the State has the right to request payment for a partial amount or the full amount of the Irrevocable Letter of Credit/Performance bond should the products/services being procured hereunder not be provided in a manner consistent with this RFP and the Vendor's proposal by the delivery dates agreed upon by the parties. The State may demand payment by contacting the bank issuing the letter of credit or the bonding company issuing the performance bond and making a written request for full or partial payment. The issuing bank/bonding company is required to honor any demand for payment from the State within fifteen (15) days of notification. The letter of credit/performance bond shall cover the entire contract period, with the exception of post-warranty maintenance and support, and shall not be released until final acceptance of all products and deliverables required herein or until the warranty period, if any, has expired, whichever occurs last. If applicable, and at the State's sole discretion, the State may, at any time during the warranty period, review

Vendor's performance and performance of the products/services delivered and determine that the letter of credit/performance bond may be reduced or released prior to expiration of the full warranty period.

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 3713.

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 Attachment 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 Attachments, 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. **Statewide Automated Accounting System (SAAS) Information for State of Mississippi Vendor File**

1.1 **SAAS Vendor Code:** Any Vendor who has not previously done business with the State and has not been assigned a SAAS Vendor code should furnish a signed copy of an IRS W-9 form with the proposal. A copy of the W-9 Form can be obtained at the following link on the **ITS** website:

1.2 <http://www.its.ms.gov/Procurement/Pages/Vendor.aspx>

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

SAAS Vendor Code: _____ OR Signed W-9 Form Attached: _____

1.4 **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. 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.

Minority Vendor Self-Certification Form Included: _____
Minority Vendor Self-Certification Form Previously Submitted: _____
Not claiming Minority or 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

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 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. **General Overview and Background**

The Mississippi Department of Information Technology Services, on behalf of the of the Mississippi Department of Human Services (MDHS), Division of Family and Children’s Services (DFCS) is seeking the services of a Contractor to provide Quality Assurance (QA)/Independent Verification and Validation (IV&V) services. MDHS is beginning the process of replacing the existing Mississippi Automated Child Welfare Information System (MACWIS). An RFP will be released in the coming months for the selection of a

Contractor to implement a Statewide Automated Child Welfare Information System (SACWIS). The QA/IV&V Contractor will be required to perform quality assurance/control functions from project start through the implementation of the replacement system.

MDHS' mission is to provide services for people in need by optimizing all available resources to sustain the family unit and to encourage traditional family values, thereby promoting self-sufficiency and personal responsibility for all Mississippians. Within MDHS, the DFCS manages protective programs on behalf of Mississippi's children, youth and their families by providing a wide range of family-centered services with the goal of strengthening the family system. DFCS seeks to protect vulnerable children and adults from abuse, neglect or exploitation; support family preservation and community living; and prevent family violence and disruption, while supporting families and children in their own homes and communities whenever possible.

DFCS is currently staffed by approximately 1,500 people in 13 state regions for a total of 88 county office locations statewide. The state office is located at 750 North State Street, Jackson, MS. Additional information concerning DFCS organization and functions can be found on the DFCS web site <http://www.mdhs.ms.gov> (click "Family & Children's Services" on the left navigation).

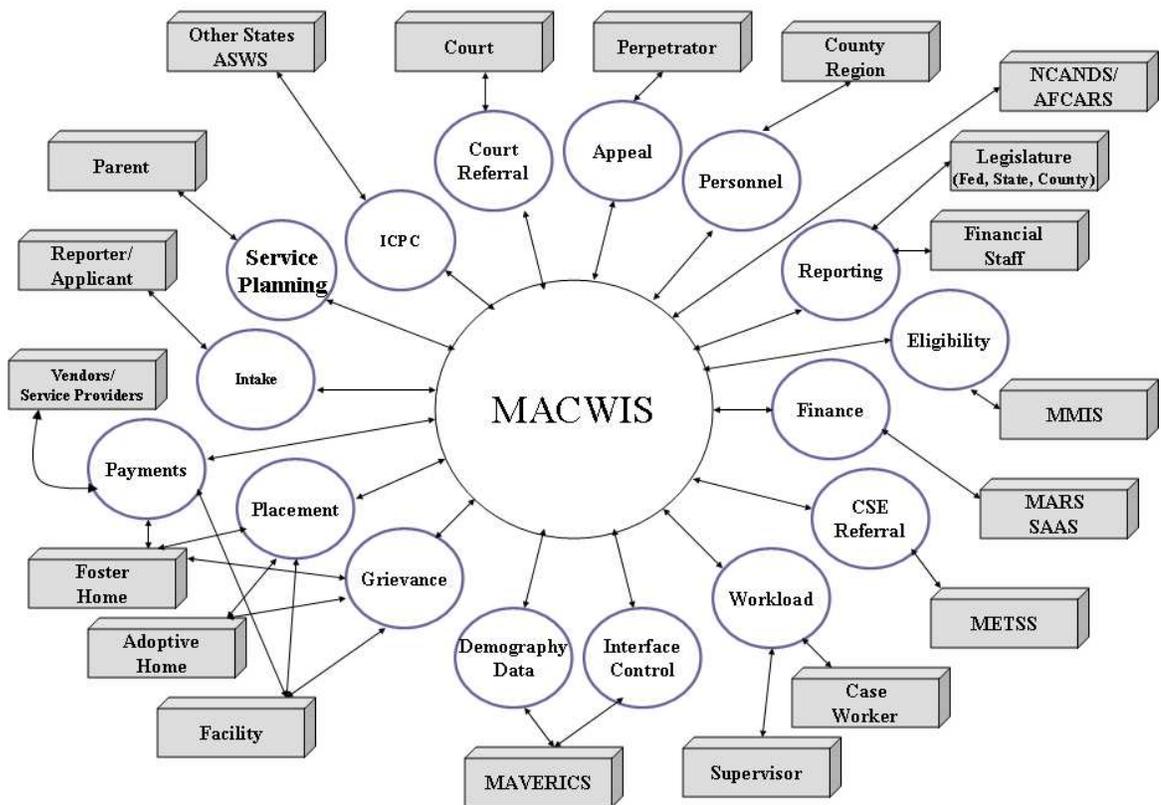
This acquisition is Phase II of a three-phase project. Phase I consisted of selecting a Contractor to analyze current practices in the functional areas in Mississippi's child welfare community; evaluate, assess, and identify deficiencies in the existing system, business processes, policies, regulations and practices; and perform a gap analysis to determine, at a minimum, functional processes not supported by the current system, data elements not captured by the current system as well as additional report definitions required. Phase I has been completed and the final recommendation provided DFCS with available alternatives that included a cost benefit analysis and a recommended solution. The recommended solution was required to support DFCS' current and planned business processes, the requirements of the *Olivia Y. et al. v. Barbour (Oliver Y.)* lawsuit and Reform Plan (Settlement Agreement), its annual Implementation Plans and Council on Accreditation (COA) requirements). Pursuant to the Settlement Agreement, a "comprehensive analysis of the MACWIS system and its ability to perform the computer functions required by section II.A.5.a. of the Settlement Agreement and for recommendations of remedial efforts necessary to enable MACWIS to perform those Settlement Agreement requirements" is mandated. The proposed solution must: (1) be capable of being easily modified to meet ever-changing federal and state child welfare legal and regulatory regulations requirements; (2) be strategically aligned with accepted standards and the strategic technology plan of the State; and (3) move MDHS toward achieving the goal of federal SACWIS compliance. Phase III is the implementation of the replacement system to accomplish these goals.

3. EXISTING MACWIS SYSTEM

MACWIS is the current application that provides for the automation of the business processes of DFCS to assist in providing services to families and children in Mississippi. This application has been deployed in a production environment statewide since May 2001 and has been modified and enhanced extensively through the years. MACWIS was designed to provide DFCS with accurate case information sufficient to maintain family centered practice in a service delivery system. MACWIS interfaces with numerous internal applications such as Child Support and Economic Assistance, and applications external to the agency such as Medicaid.

3.1 **MACWIS Environment and Application** - The current MACWIS System exists within a highly complex business and technology environment (see the workflow diagram provided in Attachment D).

3.2 **MACWIS Application Diagram** - The diagram below illustrates the conceptual technical architecture of the current MACWIS system.



3.3 **MACWIS Modules** - Since implementation, MACWIS has undergone numerous modifications. These modifications were necessitated due to changes

in policies, regulations, Performance Improvement Plans (PIP), *Olivia Y.* lawsuit, legislative requirements as well as routine maintenance needs of such a large scale application. The complex rules that are specific to the organization of various divisions and agencies within the State have also led to various customizations over this period. The key modules of the current MACWIS system are listed below:

- **Workload module** provides workload management functions so that case workers can view their workload responsibilities and timeframes with the supervisors. Each case worker's workload consists of four major categories: Applications, Investigations, Service Cases, and Resource Cases. Assignments made to the case worker are displayed on the workload under the appropriate category. Bookkeepers for the county have an additional category on their workloads called County Finance. The counties assigned to this person as bookkeeper display under this category. Supervisors have those workers assigned to them for supervision on their workload. The Supervisor can view the worker's workload by clicking the plus sign by the worker's name, then clicking the plus sign by the particular category to be viewed.
- **Intake module** handles all the necessary rules, regulations and processes related to the intake of each new client. This is the entry point for Abuse, Neglect and Exploitation (ANE) Reports, Case Management Services, Intake and Referral (I&R) Referrals, Resource Homes and all other specialized custody cases. The Intake module contains an Intake log that displays all intakes for a particular county. There are several different filter criteria that can be used to narrow the search for a particular intake. There is also a Special Investigation log that is viewable only by those with special access. These are investigations involving high profile persons or employees or relatives of employees. The resource home studies, investigations, I&R and case management services (one-time payment services) are completed in the Intake module. Once approved, the resource home moves to the Resource module. If a case is opened from an investigation or other specialized custody intake, the case is moved to the Case module. There is also a function in intake that allows supervisors to transfer workers or workload from one person to another without having to do these one at a time. This is known as mass transfer.
- **Demographics module** provides entry for all persons involved in the various aspects of MACWIS and includes general demographic data. Demographic data such as name, date of birth, race, ethnicity and address can be entered along with employment history, military service and education history.

- **Case module** provides the necessary functionality to define, create, plan and manage services for each case that is managed by the Division. Service case information is stored in the case module. Case narratives, individual service plans, support services, placement information for foster children and support services provided are included in the case module along with other pertinent service case information.
- **Court module** provides the functionality related to court interactions. Intake recommendations can be completed for each ANE intake that is screened in for investigation. Custody episodes can be recorded. Court hearings, county conferences and child support referrals can be tracked. Termination of parental rights information can be recorded in this module
- **Eligibility module** provides the facility to manage the IV-E eligibility determination of each child in custody. Adoption Subsidies determination as well as Medicaid processing for adopted children is included in this module.
- **Finance module** provides all necessary functionality for financial management for requesting payments to Vendors and providers to include foster homes and other agencies as well as integration with other financial systems and banking facilities. County funds and state allotments are tracked in this module. Funds received by children in custody, such as child support or SSI, are tracked also. Requests for payment of support services for clients are made in the case module and are paid through the finance module. Case management one time payments are initiated in the intake module and paid through the finance module. Payment records for foster board payments are generated from the case module and paid through the finance module. Adoption subsidy payments are generated in the eligibility module and paid through the finance module.
- **Resource module** provides all functionality related to the maintenance and management of all Vendors and resource providers to the Division. All approved resource homes can be found in the resource directory. Facility license information for those licensed by MDHS is tracked in this module. Information on other placement resources not licensed by MDHS is also found in the directory. License renewals and changes for facilities and homes are tracked in this module. Information on Vendors for support service payment can be tracked in this module.
- **Personnel module** provides all functionality related to position assignments, position history, county designations, employee detail, training history, performance appraisal ratings, and county designations such as Regional Director or bookkeeper. Subordinates are assigned to supervisors in this module.

- **Reports module** contains a limited number of reports that provide employee statistics, such as the vacancy rate in each county. Batch reports are generated as scheduled on the 5th, 10th, 15th, 20th, 22nd, and the last day of the month. Reports are run monthly/quarterly/yearly as specified.
- **System Administration module** provides Management Information Systems (MIS) with the ability to manage and administer different parts of the system. User security is maintained by adding new users, creating user IDs and setting passwords. State level role assignments are made such as state financial manager. Code tables are created and maintained. Ticklers, notices and alerts are added to the system in this module. Proxy and profile maintenance functions are also in this module. County and region information tables are created and updated here. Selective MACWIS support staff can view the workload of MACWIS users and have limited capabilities to maintain workers within the system. Certain staff such as Help Desk can view the workload of any MACWIS user. Management has access to the workload selection function that allows the user to view the workload of their subordinates.

3.4 **MACWIS Interfaces** - The MACWIS system is integrated with both, internal and external systems through the use of file transfers as well as direct database access of other internal systems. Additional interfaces are currently in the planning stages based on federal requirements (such as the National Youth in Transition Database project – details listed below in the MACWIS data extractions section). One separate website exists that does not integrate with MACWIS but serves as an instrument for collecting needed information. MACWIS interfaces are included page 43 of this document. A detailed MACWIS Workflow Diagram is included in Attachment D of this document.

3.4.1 MACWIS interfaces with these key internal systems:

- Mississippi Applications Verification Eligibility Reporting Information and Control System (MAVERICS), for obtaining information regarding the demographics of persons who have been entered into the system via the intake function.
- Mississippi Enforcement and Tracking of Support System (METSS) for referrals of clients coming into the system and requiring support.

3.4.2 MACWIS interfaces with key external systems:

- Mississippi Statewide Automated Accounting System (SAAS)/MMRS (Mississippi Management Reporting System) is integrated for all fiscal activities involving payment disbursements to foster homes, and contracted facilities. This

system also serves the collection of funds and warrant management. This interface occurs on a monthly basis. Plans are underway to replace this system with Mississippi's Accountability System for Government Information and Collaboration (MAGIC) by June 30, 2014

- MMIS is the Medicaid Management Information System that MACWIS interacts with for establishing Medicaid eligibility. A file transfer is sent on a monthly basis from MACWIS to MMIS to for Medicaid-eligible children within the MACWIS system to become eligible within MMIS.
- Mississippi Youth Court Information Data System (MYCIDS) reports information on children who fall under the jurisdiction of the Youth Court. Mississippi Youth Court developed the DHS-MYCIDS Import Report application which connects to the MYCIDS server allowing users to view, print or save reports of cases imported into the MYCIDS system from the DHS-MYCIDS interface. The XML interface with MYCIDS occurs on a daily basis. Currently MYCIDS information is only gathered from two pilot counties.
- Family Preservation XML Import – DFCS works with two Vendors providing prevention services to families. The use of an XML interface specifically designed for Family Preservation Vendors provides a method for Vendor workers to input case narratives and support services from their systems into MACWIS via a weekly XML import

3.4.3 MACWIS Data Extractions for Federal Reporting to ACF

- Adoption Foster Care Reporting System (AFCARS) and National Child Abuse and Neglect Data System (NCANDS) are data extracts based on federal guidelines submitted to the federal government regarding children who are in foster care or who have been adopted in state child welfare agencies and is used for assessing the data quality and compliance of those agencies. DFCS submits AFCARS data extractions twice a year, March and November. DFCS submits NCANDS data extraction once a year in January.
- NSCAW - To learn what happens to the children and families who come in contact with the child welfare system, the Children's Bureau of the Administration on Children, Youth and Families, U.S. Department of Health and Human Services, has undertaken the National Survey of Child and

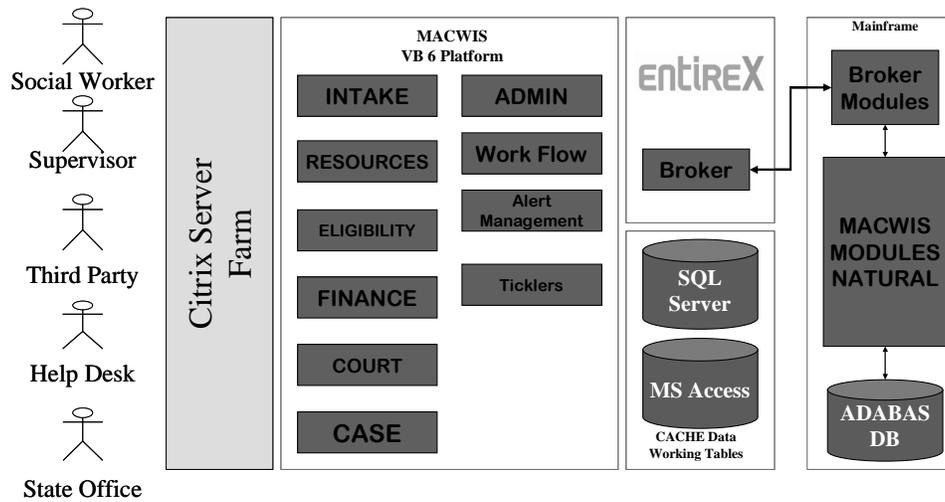
Adolescent Well-Being (NSCAW). DFCS submits to the federal government a data extraction based on federal NSCAW guidelines as requested.

- National Youth in Transition Database (NYTD) – To meet the law’s mandate, ACF published a proposed rule in the Federal Register on July 14, 2006 and a final rule on February 26, 2008. The rule establishes the NYTD and requires that States engage in two data collection activities. First, the State is to collect information on each youth who receives independent living services paid for or provided by the State and transmit this information to ACF biannually. Second, the State is to collect demographic and outcome information on certain youth in foster care whom the State will follow over time to collect additional outcome information. This information will allow ACF to track which independent living services States provide and assess the collective outcomes of youth.

3.4.4 Stand-alone Website

In October 2009 DFCS project Centralized Intake was implemented which changed the process of counties entering intake reports within MACWIS. This website is a stand-alone instrument for collecting necessary information needed for intake data entry into the MACWIS system upon investigation of the reports.

- 3.5 **MACWIS Architecture** - The current implementation of the MACWIS architecture is based on the Client-Server architecture of the late nineties. The architecture of the current MACWIS system is based predominantly on the Visual Basic 6.0 platform with back-end access provided by the NATURAL/ADABAS databases. The current technology architecture is pictured below.



3.6 Key Characteristics of the Current MACWIS Technology Architecture

- The cornerstone of the architectural decision was to retain all of the information in centralized databases on the IBM Mainframes in ADABAS hierarchical databases. Direct access to this data store is not allowed.
- The ADABAS databases are accessed by implementing the data access logic in application programs implemented using NATURAL language programs. The NATURAL language programs are maintained on the mainframe, by NATURAL programmers and contain most of the business logic and business rules associated with the MACWIS system.
- Currently, six ADABAS databases support all of the DFCS business needs, serving different needs in the life cycle of the MACWIS application, such as test, development and production.
- The GUI front-end for the MACWIS system is implemented using Microsoft Visual Basic 6.0 platform and runs on Windows 2003 servers. The GUI front-end is not deployed on each desktop, but runs on 26 centralized servers and is accessed through the Citrix XenAPP technologies.
- Each user is equipped with a Wyse Thin Client or PC, and/or laptop that connects to Citrix servers using TCPIP accessing MACWIS functions within a Citrix environment.
- Each user is assigned a Microsoft Active Directory ID. Authentication and access to the MACWIS system is controlled through the Microsoft Active Directory settings. Once the user is authenticated, MACWIS maintains its own access control to provide role based access. Depending

on the system administration setup, each user is assigned specific roles and has access to different modules.

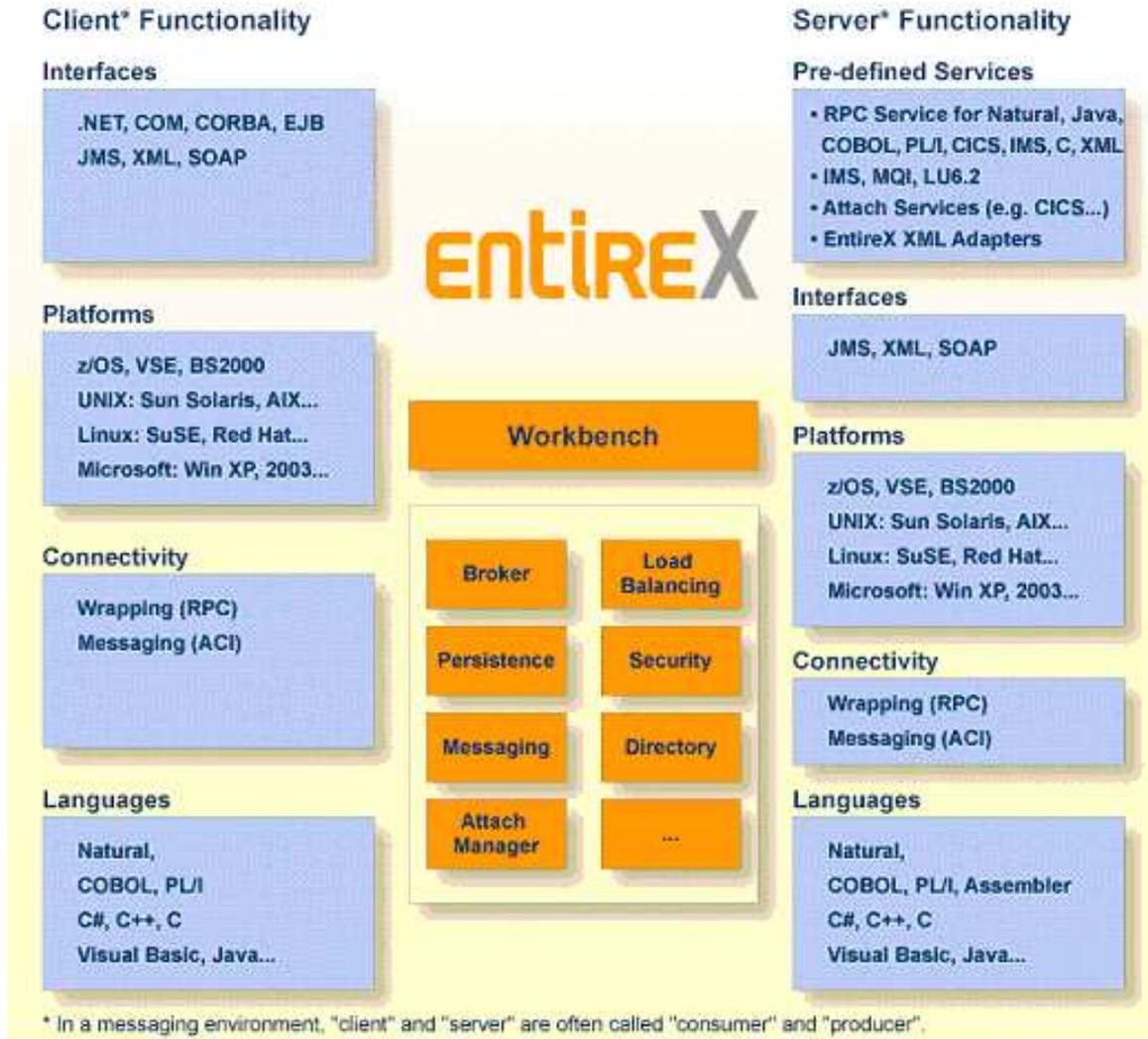
- The Citrix Load Balancer and other associated software are used to control and manage the load on the Citrix systems.
- A localized and individual Microsoft Access database is used to keep information for caching purposes. The MS Access caching enables the MACWIS application to meet performance and response time requirements.
- The mainframe MVS NATURAL language data access modules are accessed through the Middleware systems provided by Software AG's EntireX product line.

3.7 **MACWIS Middleware Architecture**

A detailed description of the MACWIS middleware architecture is important to understand the impact of the current architecture on maintenance and extensibility. The middleware architecture is provided by the Software AG EntireX product line as well as the NATURAL/ADABAS backend databases. The architectural decision to centralize all the databases on the mainframe under ADABAS was a sound one, so that information was not replicated across several systems.

The EntireX system architecture is illustrated in the diagram below. The following middleware flow is used to integrate between the Visual Basic 6.0 (VB6) GUI platform and the mainframe databases. The VB6 applications use the COM/DCOM integration mechanism provided by the EntireX platform to communicate with the EntireX Broker. The EntireX Broker is configured to invoke the correct back end applications using the Broker components running on the mainframe. The Broker component on the mainframe invokes the data access modules implemented using the NATURAL language. The Broker performs the necessary data transformation between the Windows VB6 platform and the mainframe EBCDIC based platform by marshalling and unmarshalling data. The NATURAL language applications incorporate the business logic, the business rules and the data integrity mechanisms to provide the appropriate level of access to the backend ADABAS databases. Since ADABAS databases are not relational, all referential and data integrity mechanisms are implemented in the NATURAL language applications.

This type of middleware architecture was conducive to the two-tier Client Server, thick client architecture that was popular during the initial days of the implementation of the MACWIS system. Further documentation on the EntireX architecture can be found at the <http://www.softwareag.com> website (see diagram below for EntireX architecture).



3.8 Additional Information

- Public financial information is available at the following link: <http://merlin.state.ms.us> (under the Public Access query section).
- MDHS' website URL is: <http://www.mdhs.state.ms.us>.
- State of Mississippi portal URL is: <http://www.mississippi.gov> .
- State Personnel Board/Personal Services Contract Review Board Regulations can be found at: <http://www.mspb.ms.gov>

3.9 ***Olivia Y. et al. v. Barbour* Lawsuit/Settlement Agreement**

3.9.1 Mississippi Department of Human Services, Division of Family and Children’s Services is currently under a Settlement Agreement (*Olivia Y. et al. v. Barbour* lawsuit) which was approved by a federal judge on January 4, 2008. MDHS/DFCS has five years to comply with all aspects of the court ordered settlement, including COA accreditation requirements detailed in the *Olivia Y* Settlement Agreement and Annual Implementation Plans. The MACWIS case management/data system will play an important role in the settlement agreement as new functionality and reporting must be added in order to collect, analyze, and report on all elements required by the settlement agreement. The content and schedule of the proposed settlement agreement implementation plan must be considered. The *Olivia Y* lawsuit Settlement Agreement and Annual Implementation Plans (Year I, II and III) details can be found on the MDHS website at the following link: <http://www.mdhs.state.ms.us/fcs.html>.

3.9.2 Based on the Settlement Agreement, a “*comprehensive analysis of the MACWIS system and its ability to perform the computer functions required by section II.A.5.a. of the Settlement Agreement and for recommendations of remedial efforts necessary to enable MACWIS to perform those Settlement Agreement requirements*” is mandated. Page 7, Sections 5a-e of the Mississippi Settlement Agreement and Reform Plan.

3.10 **Federal Requirements** - Federal requirements are detailed in the United States Department of Health and Human Services (HHS) Administration for Children and Families (ACF) Feasibility Study Guide which will be utilized as a guideline for this project. Additional information can be found at the following links:

<http://www.acf.hhs.gov/programs/cb/resource/cba-guide>

<http://www.acf.hhs.gov/programs/cb/systems/index.htm#sacwis>.

4. **Procurement Project Schedule**

Task	Date
First Advertisement Date for RFP	2/26/13
Second Advertisement Date for RFP	3/05/13
Deadline for Vendor’s Written Questions	3:00 p.m. Central Time on 4/1/13
Deadline for Questions Answered and Posted to ITS Web Site	4/17/13
Intent to Propose	4/23/13
Open Proposals	5/2/13
Evaluation of Proposals Begins	5/3/13
ITS Board Presentation	6/20/13
Contract Negotiation Begins	6/20/13
Proposed Project Implementation Start-up	7/15/13

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 Debra Spell at **ITS** by Monday, April 1, 2013 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 Debra Spell 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 Wednesday, April 17, 2013.

- 5.3 **ITS** reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
- 5.4 The use of the term “Contractor” in this RFP in most cases shall mean the Vendor that has been selected to provide the services requested in this RFP using the State’s evaluation process through the execution of a contract.
- 5.5 Vendor must be aware that **ITS** and MDHS wants to leverage investments in the current hardware, software and infrastructure where possible.
- 5.6 The Contractor must adhere to the Drug-Free Workplace requirements in Attachment C, and must sign an agreement with MDHS.
- 5.7 The Contractor must be prepared to sign confidentiality agreement with MDHS. See the sample agreement in Attachment E.
- 5.8 The Contractor is solely responsible for the fulfillment of the contract with MDHS. The Contractor will assume responsibility for all tasks, goods, and services offered. MDHS will consider the Contractor to be the sole point of contact with regard to all contractual matters. The Contractor will be responsible for the entire contract performance whether or not subcontractors are used. All references in this RFP to the Contractor and Vendor should be construed to encompass both the Contractor or Vendor and any and all subcontractors.
- 5.9 Contractor must be aware that this project is being completed in three phases. The Contractor along with its subsidiaries or subcontractors receiving the award for Phase II, QA/IV&V, will **not** be allowed to participate in the Phase III, transfer and implementation.
- 5.10 MDHS shall be the sole source of contact for all matters relating to this project with all officials of HHS ACF. MDHS will keep appropriate federal officials informed of the progress of the project as provided in funding regulations.
- 5.11 Cost or Pricing Data - If DFCS determines that any price, including profit or fee, negotiated in connection with this RFP was increased because the Contractor furnished incomplete or inaccurate cost or pricing data not current as certified in the Vendor’s certification of current cost or pricing data, then such price or cost shall be reduced accordingly and this RFP must be modified in writing and acknowledged by the Contractor to reflect such reduction.
- 5.12 The Contractor must not commence any billable work until a valid contract has been fully executed by the parties and has been approved by the HHS ACF. Subsequent to federal approval, the MDHS MACWIS Project Director will notify the Contractor in writing that work may commence.

- 5.13 At the State's option, all Vendors, or the top scoring Vendors may be requested to make an oral presentation, demonstration or discussion of their proposed solution for the purpose of clarification, confirmation, or to provide more detail on the materials presented in any part of the proposal. Vendor must be aware that:
- 5.13.1 The State is not required to request clarification. Therefore, all proposals must be complete and concise and reflect the most favorable terms available from the Vendor;
 - 5.13.2 The project manager and other assigned key Vendor personnel must play a role in the presentation/demonstration/discussion;
 - 5.13.3 All cost associated with this meeting will be the responsibility of the Vendor; and
 - 5.13.4 The time and place of such presentations will be scheduled by the State to occur in Jackson, MS. The projected scheduled dates for presentations are Thursday, May 30, 2013, and Friday, May 31, 2013.
- 5.14 Vendors are requested to submit an "Intent to Propose" document to **ITS** by the date indicated in the project schedule in item 4 of this section (Section VII) indicating their intent to submit a proposal by the RFP due date and time. Please refer to the document in Attachment B, "Vendor Notification of Intent to Propose" for details.
- 5.15 The Vendor is requested to provide details on what features, functions, or other considerations exclusive of the specified requirements that either his company or the proposed solution offers the customer that may provide a distinct added value to MDHS. In the event that MDHS and **ITS** agree that such features, functions, or other considerations do provide a distinct benefit, the State reserves the right to give the Vendor additional consideration.
- 5.16 To be eligible to submit a proposal in response to this RFP, the Vendor must provide a statement of affirmation for each requirement as specified below:
- 5.16.1 The Vendor has not been sanctioned by a state or federal government within the last 10 years. For any action or suit filed within the last 10 years, or any claim made by any party that might reasonably be expected to result in litigation related in any manner to this contract or which may impact the Vendor's ability to perform, MDHS requires immediate notice in writing from the Contractor.

- 5.16.2 The Vendor must have experience providing the type of services described in this RFP; and
 - 5.16.3 The Vendor must be able to provide each required component and deliverable as detailed in the Scope of Work.
- 5.17 Additional Proposal Submission Requirements
- 5.17.1 As stated in Section II, Proposal Submission Requirements, the Vendor must respond to the sections and the Appendices in the same order as the RFP, and must label and tab its responses to each section. Vendor should refer to Section II for instructions on how to respond. The State reserves the right to reject poorly completed proposals.
 - 5.17.2 Proposals must be submitted in two parts: the functional/technical proposal and the cost proposal. The cost proposal will consist of Section VII, Item 12, Cost Proposal and Section VIII, the Cost Information Submission. The content of the functional/technical proposal will consist of all other sections of the RFP. The format must be in accordance with the instructions for submission outlined in Section II, and Section VII, Item 1 of this RFP.
 - 5.17.3 The Vendor must include at the beginning of the technical/functional proposal a Transmittal Letter in the form of a standard business letter and must be signed by an individual authorized to legally bind the Vendor. It must include:
 - 5.17.3.1 A statement listing for verification, all addenda to this RFP issued by the State and received by the Vendor. If no addendum has been received, a statement to that effect must be included;
 - 5.17.3.2 A statement that the Vendor has sole and complete responsibility for the production of the deliverables defined in the RFP for the entire contract term, except those items specifically defined as the responsibility of the State;
 - 5.17.3.3 A statement confirming that the Vendor is registered to do business in Mississippi. The Vendor must provide its corporate charter number to work in Mississippi, if applicable;

- 5.17.3.4 A statement that no cost or pricing information has been included in this letter or any other part of the technical/functional (non-cost) proposal.
- 5.17.3.5 A statement that the Vendor agrees that any lost or reduced federal matching money as a result of unacceptable performance of a Contractor task or responsibility, as defined in this RFP, shall be accompanied by reductions in state payments to the Contractor;
- 5.17.3.6 A statement that no attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal;
- 5.17.3.7 A statement that the person signing this proposal certifies that he or she is the person in the Vendor's organization responsible for or authorized to make decisions as to the prices quoted in the cost proposal;
- 5.17.3.8 If the use of a subcontractor(s) is proposed, a statement from each subcontractor must be appended to the transmittal letter, signed by an individual authorized to legally bind the subcontractor stating:
 - 5.17.3.8.1 The general scope of work to be performed by the subcontractor; and
 - 5.17.3.8.2 The subcontractor's ability and willingness to perform the work indicated.
- 5.17.3.9 A statement naming any outside firms responsible for writing the proposal;
- 5.17.3.10 A statement agreeing that the Contractor and all subcontractors will sign the Drug Free Workplace Certificate (Attachment C);
- 5.17.3.11 A statement that the Vendor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this contract, and it shall not employ, in the performance of this contract, any person having such interest; and.

5.17.3.12 If the proposal deviates from the detailed specifications and requirements of this RFP, the transmittal letter must identify and explain the deviations. The State reserves the right to reject any proposal containing such deviations or to require modifications before acceptance.

5.17.4 The Vendor must also include an Executive Summary to follow the Transmittal Letter that condenses and highlights the contents of the functional/technical proposal to provide the State with a summary (five pages or less) of the Vendor's qualifications and approach to meeting the RFP requirements.

5.17.5 Each Vendor, its subsidiaries, affiliates or related entities shall be limited to one proposal which is responsive to the requirements of this RFP. Failure to submit a responsive proposal will result in the rejection of the Vendor's proposal. Submission of more than one proposal by a Vendor may result in the rejection of all proposals submitted.

6. Objectives

- 6.1 Provide an independent review of all DDI Vendor's project-related deliverables beginning with onset of the QA/IV&V contract and continuing through the design, development, implementation, and closeout of the project as a continuous process. These activities include, but are not limited to: Work plans, implementation plans, design, system testing, conversion, and acceptance testing.
- 6.2 Assist MDHS with developing state project processes prior to the selection of a DDI Vendor. Some processes are stated in this section, such as the knowledge transfer plan, quality management plan, and recommendations for a successful statewide implementation. The Contractor must propose other processes that will be developed.
- 6.3 Assist MDHS with the assessment of state technical and program resources needed for the implementation project.
- 6.4 Develop and implement the Quality Management Plan, standards and quality management process, quality checklist, quality controls, metrics, monitoring and analysis using an industry standard such as IEEE Standard 730-2002, or equivalent.
- 6.5 Conduct ongoing risk analysis, identifying potential risks and issues in all phases of the project lifecycle, including their impact and mitigation.

- 6.6 Conduct an ongoing review and provide feedback/recommendations on required activities, tasks, resources, schedule, and scope.
- 6.7 Assess design methodology, feature maintenance and adaptability, and requirements for system functionality.
- 6.8 Assess/review infrastructure architecture, facilities and operations management, and disaster recovery proposed for the design/facilities of the MACWIS replacement operations.
- 6.9 Asses/review and provide feedback on conversion of legacy system databases and data planning activities. These activities include, but are not limited to, assessing the data conversion approach/methodology, and evaluating the data conversion testing and quality assurance.
- 6.10 Review and provide feedback on any Contractor testing activities to include the following:
 - 6.10.1 Assessing quality assurance criteria;
 - 6.10.2 Assessing overall testing/quality assurance approach/methodology; and
 - 6.10.3 Evaluating testing facilities and tools.
- 6.11 Review and provide feedback on knowledge transfer plans, training materials and training plans.
- 6.12 Assist with any pilot plans for the project and assessment of results.
- 6.13 Make recommendations for a successful statewide implementation.
- 6.14 Ensure all state and federal requirements are met by the Design, Development, and Implementation (DDI) Contractor.
- 6.15 Conduct reviews throughout the product development phases, based on an industry standard, to ensure that each phase of the project is completed successfully. Vendor must state the standard and provide detail on how it will be used. Vendor must provide this detail in the proposal submitted in response to this RFP. State approval must be given prior to moving on to a subsequent phase. State approval must also be given to start a phase prior to the completion of its predecessor.
- 6.16 Assist MDHS with determining requirements and data elements to be included in the DDI RFP. In determining the requirements, the Contractor shall review the deliverables from the Phase I analysis, such as the Final Project Report, and a spreadsheet consisting of 1,426 requirements as a basis. These

documents will be provided to the selected QA/IV&V. This analysis should be in accordance IEEE standard IEEE 1233-1998 and 830-1998, or their equivalent. The Vendor's proposal should note what standard will be used and how it will be applied. Contactor must work with MDHS to:

- 6.16.1 Validate current requirements with the State's program staff;
- 6.16.2 Determine other requirements that have not been included in the requirement's document; and
- 6.16.3 Ascertain appropriate level of requirements suitable for the DDI RFP.
- 6.17 Assist MDHS with preparing the Implementation Advanced Planning Document (IAPD) and Annual Advance Planning Documents Updates.
- 6.18 Review/assess the DDI Vendor's maintenance and operations plan.
- 6.19 Review the system's usability and provide recommendations for improvement.
- 6.20 Be available as a resource should MDHS need assistance during the evaluation of the DDI Contactor proposals.

7. Scope of Work

- 7.1 The QA/IV&V Contractor must assist the State in verifying and validating that all construction/development, testing, and installation of software is done in such a manner that it meets all the State's business, functional and technical requirements of the system and is compliant with any relevant federal compliance requirements. This will be an ongoing task throughout all project phases. The QA/IV&V Contractor will be responsible for providing the following services:
 - 7.2 Project Work Plan
 - 7.2.1 The Vendor must propose an initial Project Plan and approach **in the proposal submitted** in response to this RFP which outlines the overall strategy for providing QA/IV&V services. The Project Plan must include, at minimum, the following:
 - 7.2.1.1 Project phases;
 - 7.2.1.2 Major activities/tasks within each phase;
 - 7.2.1.3 Timeframe for each phase and tasks;

- 7.2.1.4 Project milestones;
- 7.2.1.5 Quality assurance checkpoints;
- 7.2.1.6 Project Management Plan;
- 7.2.1.7 Organization/Staffing Plan;
- 7.2.1.8 Communications Plan;
- 7.2.1.9 Risk Assessment Mitigation;
- 7.2.1.10 Responsibilities and person-hour estimates of effort for each deliverable and work activity, showing the Vendor and State Project Team effort separately; and
- 7.2.1.11 Other deliverables as deemed appropriate by the Contractor to perform a complete evaluation; and
- 7.2.2 Vendor must provide a Microsoft Project document, or equivalent, showing the estimated start and end dates of all sub-tasks.
- 7.2.3 The Vendor must include any assumptions or constraints considered by the Vendor in developing the work plan.
- 7.2.4 Awarded Vendor must prepare and submit to the State Project Team as the first deliverable of the project, a final work plan and project schedule for review and approval.
- 7.2.5 The Contractor and the State Project Team will jointly modify this plan to develop a mutually agreed upon project work plan, including a risk assessment and mitigation plan.
- 7.2.6 The “official approved” detailed project plan must be updated by the Contractor and approved by the State Project Team as necessary prior to the beginning of each major project phase. Any and all deviations from the Work Plan must follow the accepted Change Management Plan.
- 7.3 Project Management
 - 7.3.1 The Vendor must state, **in the proposal submitted** in response to this RFP, the project management methodology that will be used to guide the project. This must include detail on the monitoring methodology, standards, process, etc., that the Contractor will use to meet the requirements for this project.

- 7.3.2 The Vendor shall establish criteria, based on an industry standard, and tailor their formal methodology to evaluate, assess, recommend, and track progress of the MACWIS replacement pilot project variables (including but not limited to cost, schedule, scope, quality, accuracy, completeness, timeliness, and consistency of deliverables) throughout the project life cycle. Vendor must state the standard that will be used, and provide detail on how it will be used. Vendor must provide this detail in the proposal submitted in response to this RFP.
- 7.3.3 The Vendor must provide a project manager to facilitate the project and manage the Vendor's project team through all aspects of the analysis, design, development, and testing for the implementation of the proposed solution. Project management activities will include, but will not be limited to:
- 7.3.3.1 Establishing and administering controls to ensure the quality of deliverables are acceptable to the State Project Team;
 - 7.3.3.2 Developing and maintaining a detailed work plan and schedule in conjunction with the State Project Team;
 - 7.3.3.3 Monitoring project activities to ensure project schedules are met;
 - 7.3.3.4 Providing weekly and/or monthly status reports;
 - 7.3.3.5 Recap of the previous period's work;
 - 7.3.3.6 Preview next period's tasks;
 - 7.3.3.7 Status of major activities/milestones;
 - 7.3.3.8 Any potential delays in reaching target dates and supporting information about the delays;
 - 7.3.3.9 Any proposed revisions to the overall work schedule;
 - 7.3.3.10 Presenting weekly reports orally when requested and written monthly reports; and
 - 7.3.3.11 Facilitating and escalating, within the Vendor's organization, any problems or issues that arise during the project.

- 7.3.4 Issue Resolution Escalation - The Contractor must clearly describe **in the proposal submitted** in response to this RFP, the issue resolution escalation process that will be used within the Vendor's organization to resolve any problems or issues that may arise during the course of the project.
- 7.3.4.1 The Contractor's Project Manager will work with the State's Project Manager, during project initiation, to set standards for all aspects of the project (e.g., time of the regularly scheduled project meetings, project communication, information to be included, and the format of the written status reports, etc.).
- 7.3.4.2 The Contractor must facilitate discussions with the project team, utilizing industry best practices, to determine the best course of action for incorporating the changes necessary for implementing the proposed solution. Contractor must document the agreed upon course of action.
- 7.3.4.3 For each issue identified, the Contractor must detail key elements of the problem task(s) and the manner in which a resolution will be approached.
- 7.3.5 Deliverable Review Process
- 7.3.5.1 The State will subject each deliverable that it receives to an in-depth review. During review, the following deliverable characteristics will be considered:
- 7.3.5.1.1 Completeness (full coverage of all topics within the defined scope of the deliverable);
- 7.3.5.1.2 Accuracy/correctness;
- 7.3.5.1.3 Level of detail (sufficient to prevent, minimize, and avoid errors when used as intended);
- 7.3.5.1.4 Usability (clarity, conciseness, and consistency);
- 7.3.5.1.5 Conformance to applicable State standards; and
- 7.3.5.1.6 Pervasiveness of cosmetic errors (spelling, grammar, syntax, etc.).

- 7.3.5.2 Each deliverable shall be defined prior to the start of the task. The State Project Team shall review the outline, format description, schedule, and approach. If necessary, the State Project Team shall request changes until it is satisfied.
- 7.3.5.3 Each deliverable shall be reviewed by the State Project Team and shall require formal approval prior to payment for the deliverable. The primary focus of the review is to determine compliance with the agreed plan and content of the deliverable and within the terms of the contract.
- 7.3.5.4 The Contractor shall include at least 15 business days per deliverable in the project work plan for the State Project Team to conduct a complete review and to document their findings, although some deliverables may not require 15 days to review. Based on the review findings, the Team may grant approval, reject portions of or the complete document, or request that contractor revisions be made.
- 7.3.5.5 Additional eight (8) business-day review periods may be required whenever revisions are requested or a deliverable is rejected.
- 7.3.6 The Contractor will provide a weekly written report to the State Project Director, Program Sponsor, and ACF. All reports will be provided in an electronic file format using Microsoft Office software.
- 7.3.7 The Contractor shall be responsible for providing the documents listed below at least two (2) business days in advance of each status meeting in the formats approved by the State Project Team:
 - 7.3.7.1 A report that details status of major milestones and deliverables completed, in process, planned, delayed, or added;
 - 7.3.7.2 Updated Risk Matrix;
 - 7.3.7.3 Updated Issues Log;
 - 7.3.7.4 Recommendations for each deliverable evaluated or assessed;

- 7.3.7.5 Updated Work Plans for the project reflecting progress;
 - 7.3.7.6 The Contractor shall also provide an updated Work Plan if the Project Work Plan changes, with changes noted; and
 - 7.3.7.7 Any other documents required by the MDHS.
- 7.3.8 The Contractor will make a recommendation to the State Project Director and Program Sponsor at each of each phase whether to approve current phase results and authorize work to begin on the next phase as follows:
- 7.3.8.1 Ensure that project direction and goals remain consistent with the organization's strategic (business) plan and goals;
 - 7.3.8.2 Provide an evaluative process and opportunity to justify termination if project fails to demonstrate an adequate return on investment;
 - 7.3.8.3 Measure the ongoing progress (i.e., budget, schedule and deliverables) and identify potential problems for corrective actions; and
 - 7.3.8.4 Approve phase results and authorize further work.
- 7.4 Quality Management (QM)
- 7.4.1 The Contractor must evaluate and make recommendations on the DDI Contractor's QA plans, procedures, and organization.
 - 7.4.2 The Contractor must develop within 45 days of contract execution, an initial QM Plan for the project in accordance with IEEE Standard 730-2002. The Contractor will maintain and keep this plan up-to-date throughout each of the contract phases. The QM plan must show both State and Contractor respective responsibilities and planned activities regarding project quality. The QM Plan must cover, at a minimum, the following topics:
 - 7.4.2.1 Purpose and scope of the plan, including identifying related project management documents;
 - 7.4.2.2 All project tasks, activities and resources including a project schedule detailing estimated start and completion dates, actual start and completion dates, estimated and actual task hours, the resource(s)

allocated for each task, any predecessors or dependencies associated with the task, and completion percentages for all in-process tasks;

7.4.2.3 Project quality objectives and the metrics needed to assess progress toward those objectives;

7.4.2.4 Standards to be used in the project (these may be references to external documents);

7.4.2.5 Quality control activities (those performed by both the Contractor and State); and

7.4.2.6 Executive-level, milestone or payment-point review activities.

7.4.3 The Contractor must periodically review the QM Plan and evaluate project performance against the planned goals and objectives.

7.4.4 The Contractor must assess that project self-evaluations are performed and that measures are continually taken to improve the process.

7.4.5 The Contractor must review and make recommendations on all defined processes and product standards associated with the system implementation.

7.4.6 The Contractor must document and update the QM plan on an on-going basis to reflect the current status of the project.

7.4.7 The Contractor must assess that all major development processes are defined, and that the defined and approved processes and standards are followed in implementation.

7.4.8 The Contractor must assess that all process definitions and standards are complete, clear, up-to-date, consistent in format, and easily available to project personnel.

7.5 Analysis and Planning Phase

7.5.1 The QA/IV&V Contractor must develop the following plans:

7.5.1.1 Initial QM Plan as stated above in 7.4 above;

7.5.1.2 QA Work Plan in coordination with the selected DDI Contractor's QA plan. The Vendor must provide details

in the proposal submitted in response to this RFP, on how this will be accomplished; and

- 7.5.1.3 Issue and Action Item Management Plan to be used to track issues noted by the Contractor as requiring resolution. This tool shall track all open items and indicate who is responsible for the resolution, action needed, and due date.

7.5.2 The Contractor must provide Project Plan Assessment Report(s) consisting of:

- 7.5.2.1 Evaluation of the overall project structure and assess the project teams' (State and DDI Contractor) ability to perform and meet the goals and objectives as set out in the DDI RFP;

- 7.5.2.2 Assessment of the selected DDI Contractor's proposal for adequacy and feasibility of the project plan and schedule. This assessment should provide specific areas of concern, if any, the rationale for the concern and recommendations for specific mitigation strategies, if appropriate; and

- 7.5.2.3 Evaluation of the proposed project management methodology of the DDI Contractor to ensure that it follows industry standards and adequately addresses all components of the system development process. Vendor must state the standard and provide detail on how it will be used. Vendor must provide this detail in the proposal submitted in response to this RFP.

7.5.3 The QA/IV&V Contractor must prepare the deliverable review and document control process, and obtain State approval of the procedures and reporting format to be used in the QA review of project plans, schedules, activities, and deliverables of the selected DDI Contractor.

7.5.4 The QA/IV&V Contractor must develop and document the dispute resolution process. Contractor must agree to the following if there are disputes between the QA/IV&V Contractor and the DDI Contractor that are presented to the State with respect to project activities and deliverables under Contractor's:

- 7.5.4.1 The QA/IV&V Contractor and DDI Contractor will meet with the State's Project Director to resolve the issue. QA/IV&V Contractor and DDI Contractor shall

not meet/communicate under any circumstances during this project without the presence of a State representative; and

7.5.4.2 If the issue cannot be resolved at the Project Director level, then the issue will be presented to the State Project Steering Committee for resolution.

7.5.5 The QA/IV&V Contractor shall assist the State annually with preparing updates as needed to the SACWIS APD throughout the contract period;

7.5.6 The QA/IV&V Contractor shall assist the State with preparing updates as needed to the SACWIS IAPD throughout the contract period;

7.5.7 The Contractor must maintain and keep all plans up-to-date throughout the remaining contract phases; and

7.5.8 The Contractor must assist MDHS with defining requirements and data elements for inclusion in an RFP for the design, development and implementation of the system.

7.6 Requirements Management/Validation Phase

7.6.1 The Contractor must participate in a walk-through of the requirements specification to ensure that the software requirements are correct, unambiguous, complete, verifiable, consistent, modifiable, traceable, testable, and usable throughout the lifecycle according to IEEE STD 830-1998 or equivalent standard.

7.6.2 The Contractor shall deliver the first iteration of the QM Plan and QA Project Work Plan during this phase.

7.6.3 The Contractor must update the following deliverables as needed and issue a written report on the degree that each DDI Contractor's deliverable meets State requirements, including a recommendation that the State accept or reject the deliverable and the justification for the recommendation. Deliverables include, but are not limited to the following:

7.6.3.1 Project Management Plan

7.6.3.2 Project Work Plan

7.6.3.3 Communications Plan

- 7.6.3.4 QM Plan
- 7.6.3.5 Risk Management Plan
- 7.6.3.6 Configuration Management Plan
- 7.6.3.7 Detailed Requirements Document
- 7.6.3.8 Requirement Traceability Matrix - Contractor must use the DDI Contractor's Requirements Traceability Matrix (RTM) to map to the State and ACF/federal SACWIS requirements to ensure that all state and federal functional, business and technical requirements are being addressed. Contractor must assess that software requirements can be traced through design, code, and test phases for verification that the system performs as intended. This must be an ongoing task throughout the remainder of the project phases.
- 7.6.4 The Contractor must evaluate and make recommendations on the project's process and procedures for managing requirements.
- 7.6.5 The Contractor must assess that requirements are under formal configuration control.
- 7.6.6 The Contractor must assess that an analysis of client and federal needs and objectives has been performed to verify that system requirements are well understood, well defined, and satisfy state and federal requirements.
- 7.6.7 The Contractor must assess that representatives from all DFCS areas have been consulted concerning desired functionality of the system, and that users have been involved in prototyping of the user interface.
- 7.6.8 The Contractor must assess that performance requirements (e.g., timing, response time, and throughput) satisfy user needs.
- 7.6.9 The Contractor must assess that user's maintenance requirements for the system are completely specified.
- 7.6.10 The Contractor must assess that all system interfaces are exactly described, by medium and by function, including input/output control codes, data format, polarity, range, units, and frequency.
- 7.6.11 The Contractor must assess that approved interface documents are available and that appropriate relationships (such as interface

working groups, or Memorandums of Understanding) are in place with all agencies and organizations supporting the interfaces.

7.7 Operating Environment and Design Phase

7.7.1 The Contractor must participate in a walk-through of the design and updates of the design to ensure completeness, correctness, technical integrity, and quality.

7.7.2 The Contractor must review the following DDI Vendor deliverables and issue a written report on the degree that each DDI Contractor's deliverable meets State requirements, including a recommendation that the State accept or reject the deliverable and the justification for the recommendation. Contractor must be aware that this list may not contain all deliverables from this phase. Deliverables include, but are not limited to the following:

7.7.2.1 Security Plan

7.7.2.2 Data Management Plan

7.7.2.3 Logical Data Model

7.7.2.4 Physical Data Model

7.7.2.5 General System Design

7.7.2.6 Detailed Design Document

7.7.2.7 Backup and Recovery Requirements

7.7.2.8 Data Conversion Plan

7.7.2.9 Migration Plan

7.7.2.10 Warranty/Maintenance Plan

7.7.2.11 Knowledge Transfer Plan

7.7.3 The Contractor must evaluate and make recommendations on existing high-level design products to verify the design is workable, efficient, and satisfies all system and system interface requirements.

7.7.4 The Contractor must evaluate and make recommendations on existing detailed design products to verify that the design is

workable, efficient, and satisfies all high-level design requirements.

- 7.7.5 The Contractor must evaluate the design products for adherence to project design methodology and standards.
- 7.7.6 The Contractor must evaluate the design and analysis process used to develop the design and make recommendations for improvements.
- 7.7.7 The Contractor must evaluate design standards, methodology, and CASE tools used and make recommendations for improvements.
- 7.7.8 The Contractor must assess that design requirements can be traced back to system requirements and high-level design.
- 7.7.9 The Contractor must assess that all design products are under configuration control and formally approved before coding begins.
- 7.7.10 QA/IV&V Contractor must assess the impact of changes being proposed to the DDI scope of work during the Design Phase and throughout the contract using the following process:
 - 7.7.10.1 Change Request will be generated by the DDI Contractor describing the change and why it is important that the requirements change(s) be made, and forward to the State SACWIS Project Director;
 - 7.7.10.2 The State Project Director will review the change request to determine the validity of the requested change to approved requirements/scope of work. If the change request is valid, the Change Request will be forwarded to the QA/IV&V Project Manager;
 - 7.7.10.3 QA/IV&V Contractor will provide an assessment within five (5) business days on how the change will impact the project (summarizing the impact to functional, technical, quality, and implementation (e.g., cost/schedule) requirements, whether the change is necessary, and how the change affects work already completed;
 - 7.7.10.4 The State Project Director will review the assessment within two (2) business days and make a recommendation to the SACWIS Steering Committee;

- 7.7.10.5 The State Steering Committee will review the Change Request(s) and formally approve/disapprove the request within 15 business days of receiving the Change Request; and
- 7.7.10.6 The Contractor must provide follow-up on the Change Request through the testing phase to ensure it has been completed as required.
- 7.7.11 The QA/IV&V Contractor must review and report on the sufficiency of the DDI Contractor's written response to discrepancies identified during this and subsequent project phases with particular emphasis on preparation and conduct of testing.
- 7.7.12 Hardware and Software
 - 7.7.12.1 The Contractor must evaluate new and existing system hardware configurations to determine if their performance is adequate to meet proposed system requirements.
 - 7.7.12.2 The Contractor must evaluate new and existing system software to determine if its capabilities are adequate to meet proposed system requirements. This evaluation will include, but is not limited to, operating systems, middleware, and network software including communications and file-sharing protocols.
 - 7.7.12.3 The Contractor must evaluate new and existing database products to determine if their capabilities are adequate to meet proposed system requirements.
 - 7.7.12.4 The Contractor will evaluate the database design as part of the design review process to include the following:
 - 7.7.12.4.1 Determine if the database's data format is easily convertible to other formats, if it supports the addition of new data items, if it is scalable, if it is easily refreshable, and if it is compatible with each of the State's existing hardware and software, including any online transaction processing environment;
 - 7.7.12.4.2 Identify the physical limitations of the database, such as maximum number of

records, maximum record length, largest numeric value, smallest numeric value, and maximum array length in a data structure and compare them to designated values;

7.7.12.4.3 Analyze the use of multiple indexes compared to the volume of stored data to determine if the proposed approach meets the requirements for data retrieval performance and size constraints; and

7.7.12.4.4 Review the methods employed for backup against the requirements or data recovery and system disaster recovery, and identify deficiencies.

7.7.13 Performance and Capacity

7.7.13.1 The Contractor must evaluate outcomes and plans as a result of telecommunications assessment to assure adequate telecommunication capacity.

7.7.13.2 The Contractor must evaluate the existing processing capacity of the system and verify that it is adequate for current statewide needs for both batch and online processing.

7.7.13.3 The Contractor must evaluate the results of any volume testing or stress testing.

7.7.13.4 The Contractor must evaluate any existing measurement and capacity planning program that will evaluate the system's capacity to support future growth.

7.7.14 The Contractor must make recommendations on changes in processing hardware, storage, network systems, operating systems, COTS software, and software design to meet future growth and improve system performance.

7.8 Development phase

7.8.1 The Contractor must review the following DDI Vendor deliverables and issue a written report on the degree that each DDI Contractor's deliverable meets State requirements, including a recommendation that the State accept or reject the deliverable and the justification for the recommendation. Contractor must be

aware that this list may not contain all deliverables from this phase. Deliverables include, but are not limited to the following:

- 7.8.1.1 Test Management Plan
- 7.8.1.2 System Test Plan
- 7.8.1.3 Integration Test Plan
- 7.8.1.4 Acceptance Test Plan
- 7.8.1.5 Capacity Plan
- 7.8.1.6 Documentation Plan
- 7.8.1.7 Implementation Plan
- 7.8.1.8 Training Plan
- 7.8.1.9 Contingency Plan
- 7.8.2 The Contractor must assess and make recommendations on the standards and process currently in place for code development.
- 7.8.3 The Contractor must evaluate the existing code base for portability and maintainability, taking software metrics that include, but are not limited to, modularity, complexity, and source and object size.
- 7.8.4 The Contractor must evaluate the source code and code documentation for quality, completeness (including maintenance history), consistency, accuracy, readability, accessibility, and testability as follows:
 - 7.8.4.1 Verify and validate that the source code component satisfies the software design;
 - 7.8.4.2 Verify that the source code components comply with standards, references, regulations, policies, physical laws, and business rules;
 - 7.8.4.3 Validate that the flow of data and control satisfy functionality and performance requirements;
 - 7.8.4.4 Validate data usage and format;
 - 7.8.4.5 Assess the appropriateness of coding methods and standards;

- 7.8.4.6 Verify that all terms and code concepts are documented consistently;
 - 7.8.4.7 Verify that there is internal consistency between the source code components;
 - 7.8.4.8 Validate external consistency with the software design and requirements;
 - 7.8.4.9 Validate the logic, computational and interface precision, such as truncation and rounding, in the system environment;
 - 7.8.4.10 Validate that the modeled physical phenomena conforms to system accuracy requirements and physical laws;
 - 7.8.4.11 Verify and validate that it includes functionality such as algorithms, state/mode definitions, input/output validation, exception handling, reporting and logging process definition, and scheduling;
 - 7.8.4.12 Verify and validate the hardware, software, and user interface description;
 - 7.8.4.13 Verify and validate the performance criteria (e.g., timing, sizing, speed, capacity, accuracy, precision, safety, and security);
 - 7.8.4.14 Verify and validate the critical configuration data;
 - 7.8.4.15 Verify that the documentation is legible, understandable, and unambiguous to the intended audience;
 - 7.8.4.16 Verify that the documentation defines all acronyms, mnemonics, abbreviations, terms and symbols; and
 - 7.8.4.17 Verify that there are objective acceptance criteria for validating each source code component.
- 7.8.5 The Contractor must evaluate the DDI Contractor's coding standards and guidelines and the project's compliance with these standards and guidelines. This evaluation will include, but is not limited to, structure, documentation, modularity, naming conventions, and format.

- 7.8.6 The Contractor must review and assess that developed code is kept under appropriate configuration control and is easily accessible by developers.
- 7.8.7 The Contractor must evaluate the project's use of software metrics in management and quality assurance.
- 7.8.8 The Contractor must evaluate the plans, requirements, environment, tools, and procedures used for unit testing system modules.
- 7.8.9 The Contractor must evaluate the level of test automation, interactive testing, and interactive debugging available in the test environment.
- 7.8.10 The Contractor must validate that an appropriate level of test coverage is achieved by the test process, test results are verified, the correct code configuration has been tested, and the tests are appropriately documented.
- 7.8.11 Development Hardware and Software
 - 7.8.11.1 The Contractor must evaluate the development hardware configurations to determine if performance is adequate to meet the needs of system development;
 - 7.8.11.2 The Contractor must assess that hardware is maintainable, easily upgradeable, and compatible with the State's existing development and processing environment. This evaluation will include, but is not limited to, CPUs and other processors, memory, network connections and bandwidth, communication controllers, telecommunications systems (LAN/WAN), terminals, printers, and storage devices; and
 - 7.8.11.3 The Contractor must evaluate current and projected support of the hardware, as well as hardware configuration management plans and procedures;
 - 7.8.11.4 The Contractor must evaluate development software to determine if is compatible with the State's existing hardware and software environment, is maintainable, easily upgradeable, and will adequately to meet system development requirements.

- 7.8.11.5 The Contractor must evaluate the total environment to see if it shows a degree of integration compatible with good development. This evaluation will include, but is not limited to, operating systems, network software, CASE tools, project management software, configuration management software, compilers, cross-compilers, linkers, loaders, debuggers, editors, and reporting software.
- 7.8.11.6 The Contractor must evaluate the language and compiler selection will be evaluated with regard to portability and reusability (ANSI standard language, non-standard extensions, etc.).
- 7.8.11.7 The Contractor must evaluate current and projected Contractor software support.

7.9 System and User Acceptance Testing

- 7.9.1 The Contractor must review the DDI Contractor's system and user acceptance testing in accordance with: - IEEE Standard for Software Test Documentation - 829-1998, and IEEE Standard for Software Unit Testing - 1008-1987.
- 7.9.2 The Contractor must review the following DDI Contractor deliverables and issue a written report on the degree that each DDI Contractor's deliverable meets State requirements, including a recommendation that the State accept or reject the deliverable and the justification for the recommendation. Contractor must be aware that this list may not contain all deliverables from this phase. Deliverables include, but are not limited to the following:
 - 7.9.2.1 Acceptance Test Plan
 - 7.9.2.2 Documentation Plan
 - 7.9.2.3 Training Plan
 - 7.9.2.4 Pilot Test Plan
- 7.9.3 The Contractor must participate in a walk-through of the test documentation to ensure that the planned testing is correct, complete, and test results will be correctly analyzed.
- 7.9.4 The Contractor must assess that an appropriate level of test coverage is achieved by the test process, test results are verified, the correct code configuration has been tested, and the tests are

appropriately documented, including formal logging of errors found in testing.

7.9.5 The Contractor must review re-test procedures to assure plan is thorough and complete to re-test system functionality.

7.9.6 System Testing

7.9.6.1 The Contractor must evaluate the plans, requirements, environment, tools, and procedures used for integration testing of system modules to ensure accuracy and quality.

7.9.6.2 The Contractor must evaluate the level of automation and availability of the system test environment.

7.9.6.3 The Contractor must evaluate interface testing plans and procedures for compliance with industry standards. Vendor must state the standard and provide detail on how it will be used. Vendor must provide this detail in the proposal submitted in response to this RFP.

7.9.6.4 The Contractor must assess that that the capacity evaluation (load/performance) testing is adequate, and validate the DDI Contractor's capacity evaluation testing methods and results.

7.9.7 User Acceptance Testing

7.9.7.1 The Contractor must evaluate the plans, requirements, environment, tools, and procedures for testing the system.

7.9.7.2 The Contractor must review and assess that a sufficient number and type of case scenarios are used to ensure comprehensive but manageable testing and that tests are run in a realistic, real-time environment.

7.9.7.3 The Contractor must provide test scripts, review and assess that test scripts are complete, with step-by-step procedures, required pre-existing events or triggers, and expected results.

7.10 Conversion

- 7.10.1 The Contractor must evaluate the system, user, and training documentation created by the DDI Contractor to ensure it is complete, correct, consistent, readable, and maintainable.
- 7.10.2 The Contractor must evaluate the proposed plans, procedures, and software for data conversion.
- 7.10.3 The Contractor must review and assess that procedures are in place and are being followed to review the completed data for completeness and accuracy and to perform data clean-up as required.
- 7.10.4 The Contractor must determine conversion error rates and if the error rates are manageable.
- 7.10.5 The Contractor must make recommendations on making the conversion process more efficient and on maintaining the integrity of data during the conversion.

7.11 Implementation

- 7.11.1 The Contractor must review the following DDI Contractor deliverables and issue a written report on the degree that each DDI Contractor's deliverable meets State requirements, including a recommendation that the State accept or reject the deliverable and the justification for the recommendation. Contractor must be aware that this list may not contain all deliverables from this phase. Deliverables include, but are not limited to the following:
 - 7.11.1.1 Conversion Plan
 - 7.11.1.2 Disaster Recovery Plan
 - 7.11.1.3 Post Implementation Review
- 7.11.2 The Contractor must evaluate the procedures for completeness, correctness, and consistency with respect to requirements for user interface and for any functionality that can be invoked by the user.
- 7.11.3 The Contractor must verify that the State possesses all new system artifacts and documentation needed to allow the State to establish, operate and maintain a SACWIS operational environment.

- 7.11.4 The Contractor must gauge user satisfaction with the system during pilot testing and implementation. The Contractor must describe in detail the processes and the functions they will initiate as an independent analyst of user issues and concerns that need to be brought to the State's attention.
- 7.11.5 The Contractor must make recommendation on whether to continue beyond the pilot stage with the project.

7.12 Training

- 7.12.1 The Contractor must make recommendations on the training provided to system users.
- 7.12.2 The Contractor must assess that there is sufficient knowledge transfer for maintenance and operation of the new system.
- 7.12.3 The Contractor must assess that training materials and help desk services are updated and easily available to all users.
- 7.12.4 The Contractor must assess that all necessary policies, processes, and documentation have been updated if needed and are easily available to users.
- 7.12.5 The Contractor must assess that all training is effective, sufficient, and performed as scheduled.

7.13 Project Completion

The QA/IV&V Contractor must prepare a Post Implementation Analysis Report within 30 days of statewide implementation that provides information regarding the benefits and success of the system, identifies future risks, verifies that all artifacts are in place and under configuration management, and provides lessons learned for use with subsequent development/implementation projects.

8. Vendor Qualifications and Experience

- 8.1 Organization Description - The Vendor must provide a description of his organization to include the following information:
 - 8.1.1 Corporate information to include Parent Corporation and any subsidiaries;
 - 8.1.2 The name of the state of incorporation;

- 8.1.3 Location of Vendor's principal office and the number of executive and professional personnel employed at this office;
 - 8.1.4 Disclosure of any company restructurings, mergers, and acquisitions in the past three years that have impacted any products the Vendor sold, serviced, and supported;
 - 8.1.5 A copy of the corporation'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 fiscal years preceding the end of the most recent fiscal year. The financial information listed above should be compiled, reviewed, and audited by a Certified Public Accountant;
 - 8.1.6 Lines of business and approximate percentages; and
 - 8.1.7 Number of years the company has been in business.
- 8.2 Experience
- 8.2.1 Vendor must discuss experience of company in furnishing the proposed application and services requested in response to the RFP.
 - 8.2.2 Vendor must have verifiable experience on at least three (3) projects of similar scope and complexity.
 - 8.2.3 The Vendor must provide detail demonstrating his ability to conduct both a process and an outcome evaluation.
 - 8.2.4 The Contractor must have a minimum of three (3) years experience working with child welfare system.
 - 8.2.5 The Vendor must have the capability to assess the cost effectiveness of the MDHS's data matching effort and determine efficiencies including other measures or resources that may improve future applications.
 - 8.2.6 The Vendor must provide details demonstrating his ability through past performance, for meeting the evaluation schedule and providing a Final Evaluation Report.
 - 8.2.7 Vendor must have experience and understanding of state and local government contracting and be responsive to its unique requirements.

9. Proposed Project Staff

9.1 General Staffing Requirements

- 9.1.1 The Contractor must furnish a organization chart identifying personnel proposed for the project and the chain of command inside the Vendor's organization for the designated staff.
- 9.1.2 The Vendor must discuss the nature of any Class A misdemeanor or felony convictions of proposed project personnel.
- 9.1.3 The State reserves the right to approve all individuals assigned to this project.
- 9.1.4 The Vendor must agree to allow staff to be subject to background checks.
- 9.1.5 The Contractor personnel must be available to MDHS during regular State work hours and at other such times as required by MDHS. The Contractor must provide the maximum number of person-hours dedicated to the project.
- 9.1.6 Upon contract award, the Contractor must commit the key personnel named in the proposal and must specify the percentage of time each person will commit to the project. The proposed individuals should possess the necessary skills and certifications for the roles they are fulfilling.
- 9.1.7 Key individuals must be available to work on the project once an award is made and a contract is signed. All Vendors' key staff members proposed must be approved by the State Project Team prior to the start of the project. Any replacement or substitution of staff as proposed requires written approval from the State Project Team prior to replacement or substitution.
- 9.1.8 The Vendor must acknowledge and agree that all Vendor personnel as well as subcontractor personnel, if applicable, assigned to this project will exercise due care with respect to the use, preservation, and safekeeping of confidential information (i.e., confidential information related to state employees, citizens, certification scores, and schools) that in the course of the project work they observe or otherwise come in contact with and will exercise due care to prevent disclosure to unauthorized third parties and to prevent unauthorized use of the confidential

information, as is the customary and accepted practice within the industry organization for that designated staff.

9.2 Project Manager

9.2.1 The Vendor must provide a Project Manager for project oversight, who will be available for the duration of the project. Project management activities will include, at minimum:

9.2.1.1 Establishing and administering controls to ensure the quality of deliverables are acceptable to State Project Team;

9.2.1.2 Serving as primary day-to-day contact to interact with the State Project Manager and Implementation Contractor;

9.2.1.3 Developing and maintaining a detailed work plan and schedule in conjunction with State Project Team;

9.2.1.4 Organizing, directing, and coordinating planning and production of all QA contract technical services activities;

9.2.1.5 Monitoring project activities to ensure project schedules are met; and

9.2.1.6 Providing weekly and/or monthly status reports including the following:

9.2.1.6.1 Recap of the previous period's work;

9.2.1.6.2 Preview of the next period's tasks;

9.2.1.6.3 Status of major activities/milestones;

9.2.1.6.4 Any potential delays in reaching target dates and supporting information about the delays;

9.2.1.6.5 Any proposed revisions to the overall work schedule;

9.2.1.6.6 Presenting weekly reports orally when requested and written monthly reports; and

9.2.1.6.7 Facilitating and escalating any problems or issues that arise during the project.

- 9.2.2 The project manager must have experience that meets or exceed the following:
- 9.2.2.1 Must have seven (7) years of project management experience with project requiring monitoring and overseeing, and QA/IV&V of system design and development projects. Vendor must provide details of this experience (resume should not be used as response to this requirement).
 - 9.2.2.2 Must be knowledgeable in the following:
 - 9.2.2.2.1 System requirements definition and analysis,
 - 9.2.2.2.2 System design,
 - 9.2.2.2.3 Project management,
 - 9.2.2.2.4 Test plan definition and execution, and
 - 9.2.2.2.5 Performance measurement.
 - 9.2.2.3 Must provide a detailed history of experience with projects of similar size, complexity, and scope that the proposed project manager has managed successfully.
 - 9.2.2.4 Must have at least two (2) years experience working with child welfare systems.
 - 9.2.2.5 Must have a bachelor's degree in computer science, information management, business administration, or a related field.
 - 9.2.2.6 It is desirable, but not required, that the project manager possesses training and certification in the following areas. Vendor must state in the proposal all relevant training and certification held, such as:
 - 9.2.2.6.1 Project Management Professional (PMP);
 - 9.2.2.6.2 American Society of Quality (ASQ);
 - 9.2.2.6.3 Professional Risk Management (PRM);
 - 9.2.2.6.4 Certified Public Auditor;

9.2.2.6.5 Certified Information System Auditor;
and/or

9.2.2.6.6 Other related certifications

9.2.2.7 Must have fluent written and spoken English language skills, as stated in Section III, Item 13.3 of this RFP.

9.2.3 Vendor must disclose other projects that the project manager is assigned and indicate the time allocated for each project. As stated above, it is the State's intent that the same individual be available for the duration of this project.

9.3 Key personnel

9.3.1 The Vendor must propose appropriate quantity and quality of staff to ensure successful completion of this project.

9.3.2 Vendor must clearly list/define all individuals proposed for this project.

9.3.3 Vendor must provide the classification (for example, Account Manager, Business Analyst, etc.) of each individual that will be used in providing the services for the duration of the project. Each classification must include a concise description of its primary duties.

9.3.4 Vendor must indicate the percentage of time that each will be dedicated to the project.

9.3.5 Proposed staff must have experience with federal and state government projects, preferably human services projects, as a group.

9.3.6 At least one proposed key staff, other than project manager, must have a minimum of three (3) years in large-scale government system implementations.

9.3.7 At least one proposed key staff, other than project manager, must have a minimum of three (3) years of internal processes review experiences such as quality control, application review and functional/performance testing.

9.3.8 At least one proposed key staff, other than project manager, must have a minimum of two (2) years experience preparing APDs and IAPDs.

- 9.3.9 At least one proposed key staff, other than project manager, must have a minimum of two (2) years experience preparing/determining content for DDI RFPs.
- 9.3.10 Proposed staff must be knowledgeable in the following:
 - 9.3.10.1 System requirements definition and analysis;
 - 9.3.10.2 System design;
 - 9.3.10.3 Project management;
 - 9.3.10.4 Test plan definition and execution; and
 - 9.3.10.5 Performance measurement.
- 9.4 Resumes
 - 9.4.1 The Vendor must provide resumes and references for each key individual assigned to the project. Resumes may also be provided for support staff. Resumes must reflect qualifications and recent experience relevant to the scope of the work indicated in this RFP. The description of experience must include:
 - 9.4.1.1 Specific responsibilities of Vendor personnel;
 - 9.4.1.2 The number of years of their experience;
 - 9.4.1.3 Month/year ranges for experience;
 - 9.4.1.4 Experience relating to the requirements identified in 9.3 above;
 - 9.4.1.5 Listing of relevant projects with customer names, time periods and brief description of project scope; and
 - 9.4.1.6 Educational background.
 - 9.4.2 Resumes must include at least two (2) professional references that can be contacted to verify the individual's qualifications and experience. Reference must not be a family member or current colleague. Resumes should list the following information for each project reference provided by individual:
 - 9.4.2.1 Company Name;
 - 9.4.2.2 Immediate Supervisor's Name;

- 9.4.2.3 Immediate Supervisor's Title;
- 9.4.2.4 Supervisor's Telephone Number;
- 9.4.2.5 Supervisor's Fax Number;
- 9.4.2.6 Supervisor's E-mail address;
- 9.4.2.7 Brief description of the project;
- 9.4.2.8 Duration of Project; and
- 9.4.2.9 Individual's role in the project.

10. Location of Work

- 10.1 MDHS requires the Contractor to have staff on-site during various stages of the project. The Vendor must fully discuss the approach and percentage of commitment of staff and time on-site versus off-site for the duration of this project.
- 10.2 MDHS will provide limited office workspace for two staff for work being performed on-site in Jackson. On-site work must be performed during normal MDHS business hours, 8:00 AM until 5:00 PM Central Time, Monday through Friday. The Contractor is expected to provide equipment for the staff assigned (laptop or desktop and printer). The Contractor must be prepared to find office space and provide computer resources needed for other staff.

11. Payment Information

The State will make payments after deliverables have been successfully completed as described by the Contractor in the State-approved Project Plan, and the State has provided written acceptance. Note: The Vendor must not begin any work until a contract has been executed by both parties and a purchase order has been submitted to the Vendor.

- 11.1 The Vendor must propose a method of payment that ties his payment to a tangible deliverable identified in the Vendor's Project Work Plan and agreed upon in final contract negotiations.
- 11.2 The payment for each major deliverable identified by the Vendor in the Project Work Plan from project beginning to completion shall be a contractually agreed amount minus a twenty percent (20%) retainage. The sum of payments will total the fixed costs for each Phase, as itemized in the contractor's cost proposal. The retainage will be paid after acceptance of the last deliverable and any outstanding issues have been corrected.

- 11.3 Vendor should be aware that payments for this project will be made on a deliverables-based schedule, upon State acceptance of the agreed upon deliverables/milestones. Delays caused by Vendor shall result in penalties being assessed at the time of a missed milestone on a daily basis at a rate of \$1,000.00 per calendar day until such milestone is met.

12. Cost Proposal

- 12.1 The Vendor must propose a fixed amount for all services requested in this RFP including equipment, software, professional services, implementation, equipment maintenance, software support, training, and any travel, subsistence or lodging costs. It is estimated that services from the QA/IV&V Contractor will be required for two to three years. A fixed price proposal must be submitted using the table in Section VIII, *Cost Information Submission*.

- 12.2 The Vendor must include and complete all parts of the cost proposal, Section VIII, *Cost Information Submission*, in a clear and accurate manner. The Vendor must summarize all costs in Section VIII and fully and explicitly itemize them on a separate document as supporting documentation of how they were derived. These costs must include all initial, one-time purchase prices, as well as, all recurring costs for ongoing maintenance, licensing, or other items.

13. Change Order

- 13.1 Vendor must submit, in Section VIII, *Cost Information Submission*, Table 4, a fully-loaded rate to include any travel or per diem costs, and a base rate that does not include travel or per diem costs. The fully-loaded rate would be used only when travel is required. These rates shall remain in effect for the duration of the contract.

- 13.2 Contractor staff related travel expenses, as required and approved by the State for a Change Order, must be invoiced at the fully-loaded rate (or less). Travel expenses will not be reimbursed for Change Order hours for any Contractor staff where travel is not required, and must be billed at the base rate Contractor Qualifications. See Article 40 of the Standard Contract attached as Attachment A for terms and conditions for Change Orders.

14. Scoring Methodology

- 14.1 An Evaluation Team composed of the MDHS 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:

- 14.1.1 Each category included in the scoring mechanism is assigned a weight between one and 100.
- 14.1.2 The sum of all categories, other than Value-Add, equals 100 possible points.
- 14.1.3 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.
- 14.1.4 For the evaluation of this RFP, the Evaluation Team will use the following categories and possible points:

Category	Possible Points
Non-Cost Categories:	
Scope of Work	35
Vendor Qualifications	30
Total Non-Cost Points	65
Cost	35
Total Base Points	100
Value Add	5
Maximum Possible Points	105

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

14.2.1 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, and timely delivery. No evaluation points will be awarded in this stage. Failure to submit a complete proposal may result in rejection of the proposal.

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

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

Non-Cost Categories	Possible Points
Scope of Work	35
Vendor Qualifications	30
Maximum Possible Points	65

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

14.2.2.3 **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 ‘Scope of Work’ category was allocated 35 points; a proposal that fully met all requirements in that section would have scored 31.5 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.

14.2.3 Stage 3 – Cost Evaluation

14.2.3.1 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

14.2.3.2 Cost categories and maximum point values are as follows:

Cost Category	Possible Points
Lifecycle Cost	33
Change Order Rate(s)	2
Maximum Possible Points	35

14.2.4 Stage 4 – Selection of the Successful Vendor

Final Quantitative Evaluation - Following any requested presentation and demonstrations using the guidelines in 14.3 and 14.4 below, 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.

14.3 On-site Demonstrations and Interviews

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

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

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

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

**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.

Table 1

Deliverable Item Number/Other	Deliverable	Deliverable Due Date	Estimated Hours to Complete	Deliverable Cost	Less 20% Retainage	Payment
Total						

Table 2 - Optional/Alternate Deliverables

Deliverable Item Number/Other	Deliverable	Deliverable Due Date	Estimated Hours to Complete	Deliverable Cost	Less 20% Retainage	Payment

Table 3 – Other Cost

Item Description	Quantity/Frequency	Cost	Extended
	Total		

Table 4 – Change Order Rates

Item Description	Base Rate	Fully-Loaded 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 five (5) 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 five (5) 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:

ATTACHMENT 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.

PROJECT NUMBER 40123
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
INSERT VENDOR NAME
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

This Professional Services 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 STREET ADDRESS** (hereinafter referred to as "Contractor"), 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 Department of Human Services located at 750 North State Street, Jackson, Mississippi 39201 (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively referred to herein as "State".

WHEREAS, Customer, pursuant to Request for Proposals ("RFP") No. 3713 requested proposals for the acquisition of a contractor to provide independent verification and validation (IV&V) services for the Customer's Mississippi Automated Child Welfare Information System ("MACWIS") replacement project, and

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

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

ARTICLE 1 PERIOD OF PERFORMANCE

1.1 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 until the close of business on June 30, 2017. At the end of the initial term, this Agreement may, upon the written agreement of the parties, be renewed for an additional term, the length of which will be agreed upon by the parties. Under no circumstances, however, shall this Agreement be renewed beyond June 30, 2018. Sixty (60) days prior to the expiration of the initial term or any renewal term of this Agreement, Contractor shall notify Customer and ITS of the impending expiration and Customer shall have thirty (30) days in which to notify Contractor of its intention to either renew or cancel the Agreement.

1.2 This Agreement will become a binding obligation on the State only upon the issuance of

a valid purchase order by the Customer following contract execution and the issuance by ITS of the CP-1 Acquisition Approval Document.

ARTICLE 2 SCOPE OF SERVICES

Contractor shall perform all work specified in RFP No. 3713 and Contractor's proposal, as accepted by Customer in response thereto, both of which are incorporated herein by reference. A Summary of the deliverables to be provided by Contractor are set forth in the Payment Schedule and Deliverables List attached hereto as "Exhibit A" and incorporated herein by reference.

ARTICLE 3 CONSIDERATION AND METHOD OF PAYMENT

3.1 Except as provided in the Change Order Rate and Procedure Article of this Agreement, the total compensation to be paid to the Contractor by Customer for all products, services, travel, performances and expenses under this Agreement shall not exceed the fixed price of **\$INSERT AMOUNT**, and shall be payable as set forth in the Payment Schedule and Deliverables List attached hereto as Exhibit A.

3.2 The Contractor and the Customer agree to the Deliverable Schedule as set forth in the Payment Schedule and Deliverables List included as Exhibit A to this Agreement. The Contractor will receive payment in the amount indicated in Article 3.1 herein, less retainage to be withheld in accordance with the Retainage Article herein, upon written acceptance by the Customer of each of the deliverables defined therein. 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 Contractor, but not the amounts of those payments, may likewise be revised only by written agreement of the parties.

3.3 Customer shall have up to fifteen (15) working days to review each deliverable and to either notify Contractor of acceptance or to provide Contractor a detailed list of deficiencies that must be remedied prior to payment being made. In the event the Customer notifies the Contractor of deficiencies, the Contractor shall correct such deficiencies within seven (7) working days unless the Customer consents in writing to a longer period of time.

3.4 Upon written acceptance, as set forth in Article 3.3 herein, by the Customer of a deliverable which has an associated payment, the Contractor will invoice the Customer for the invoice amount of that payment as indicated in the attached Exhibit A, less retainage to be withheld in accordance with the Retainage Article herein. Contractor shall certify that the billing is true and correct. Contractor shall submit invoices and supporting documentation to Customer electronically during the term of this Agreement using the processes and procedures identified by the State. Customer 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 Customer within forty-five (45) days of receipt of the invoice. Contractor understands and agrees that Customer is exempt from the payment of taxes. All payments shall be in United States currency. Payments by state agencies using the Statewide Automated Accounting System

("SAAS") shall be made and remittance information provided electronically as directed by the State. These payments by SAAS agencies shall be deposited into the bank account of the Contractor's choice. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Contractor shall remain responsible and liable for full performance.

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

ARTICLE 4 WARRANTIES

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

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

4.3 Contractor represents and warrants that no official or employee of Customer 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 Contractor 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 Contractor also warrants that in the performance of this Agreement no person having any such known interests shall be employed.

4.4 The Contractor 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 Contractor, terminate the right of the Contractor 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 Contractor 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 Contractor as it would pursue in the event of a breach of contract by the Contractor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

4.5 Contractor represents and warrants that it will comply with all of the requirements defined in IRS Publication 1075 and the provisions as set forth in Exhibit B which is attached to Agreement and incorporated herein by reference.

ARTICLE 5 EMPLOYMENT STATUS

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

5.2 Contractor 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 Customer.

5.3 Any person assigned by Contractor to perform the services hereunder shall be the employee of Contractor, who shall have the sole right to hire and discharge its employee. Customer may, however, direct Contractor to replace any of its employees under this Agreement.

5.4 Contractor 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 Contractor nor employees of Contractor are entitled to state retirement or leave benefits.

5.5 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 Contractor shall be paid as a gross sum with no withholdings or deductions being made by Customer for any purpose from said contract sum, except as permitted herein in the article titled "Termination".

ARTICLE 6 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Customer 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 Contractor employees and subcontractors who will be working at such locations shall be covered by Contractor's comprehensive general liability insurance policy.

ARTICLE 7 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 8 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

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

8.2 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.

8.3 Contractor must obtain the written approval of Customer before subcontracting any portion of this Agreement. No such approval by Customer of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Customer 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 Customer may deem necessary.

8.4 Contractor represents and warrants that any subcontract agreement Contractor 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 Customer, and that the subcontractor acknowledges that no privity of contract exists between the Customer and the subcontractor and that the Contractor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Contractor. The Contractor 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 Contractor's failure to pay any and all amounts due by Contractor to any subcontractor, materialman, laborer or the like.

8.5 All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between the Contractor and the Customer, where such dispute affects the subcontract.

ARTICLE 9 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Customer 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 Customer for the payments or performance due under this Agreement, Customer shall have the right to immediately terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Customer shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

ARTICLE 10 TERMINATION

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

10.2 In the event Customer terminates this Agreement, Contractor shall be paid for satisfactory work completed by Contractor and accepted by Customer prior to the termination. Such compensation shall be based upon the amounts set forth in the Article herein on

“Consideration and Method of Payment”, but in no case shall said compensation exceed the total fixed price of this Agreement.

10.3 Notwithstanding the above, Contractor shall not be relieved of liability to Customer for damages sustained by Customer by virtue of any breach of this Agreement by Contractor, and Customer may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due Customer from Contractor are determined.

ARTICLE 11 GOVERNING LAW

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

ARTICLE 12 WAIVER

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

ARTICLE 13 SEVERABILITY

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

ARTICLE 14 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 15 HOLD HARMLESS

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect and exonerate Customer, 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 Contractor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform this Agreement.

ARTICLE 16 THIRD PARTY ACTION NOTIFICATION

Contractor shall notify Customer in writing within five (5) business days of Contractor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Contractor or Customer by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Contractor's performance under this Agreement. Failure of the Contractor to provide such written notice to Customer shall be considered a material breach of this Agreement and the Customer 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 17 AUTHORITY TO CONTRACT

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

ARTICLE 18 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. Customer's address for notice is: Mr. William M. Simpson II, Deputy Administrator, Acting Chief Information Officer, Mississippi Department of Human Services, 750 North State Street, Jackson, Mississippi 39201. The Contractor'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 19 RECORD RETENTION AND ACCESS TO RECORDS

19.1 Contractor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Customer, ITS, any state or federal agency authorized to audit Customer, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Contractor's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Contractor's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Contractor for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has

begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

19.2 Customer must allow the United States Department of Health and Human Services (HHS), American Children and Families (ACF) (hereinafter referred to as “Department”) access to the system in all of its aspects, including pertinent state staff, design developments, operation, and cost records of contractors and subcontractors at such intervals as are deemed necessary by the Department to determine whether the conditions for approval are being met and to determine the efficiency, economy and effectiveness of the system. [43 FR 44853, Sept. 29, 1978, as amended at 45 FR 10794, Feb. 19, 1980 and 75 FR 66319, October 28, 2010]

ARTICLE 20 INSURANCE

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

ARTICLE 21 DISPUTES

Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Contractor and Customer, 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 22 COMPLIANCE WITH LAWS

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

ARTICLE 23 CONFLICT OF INTEREST

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

ARTICLE 24 SOVEREIGN IMMUNITY

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

ARTICLE 25 CONFIDENTIAL INFORMATION

25.1 Contractor shall treat all Customer 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 Customer. In the event that Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform Customer and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Agreement on behalf of, or under the rights of the Contractor following any termination or completion of this Agreement.

25.2 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 Contractor. ITS will provide third party notice to Contractor of any requests received by ITS for any such confidential exhibits so as to allow Contractor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

ARTICLE 26 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 Contractor on the basis of draftsmanship or preparation hereof.

ARTICLE 27 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

27.1 All data, electronic or otherwise, collected by Contractor and all documents, notes, programs, data bases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Contractor in connection with this Agreement, whether completed or in progress, shall be the property of Customer upon completion of this Agreement or upon termination of this Agreement. Customer 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. Contractor is prohibited from use of the above described information and/or materials without the express written approval of Customer.

27.2 (a) General: Customer must include a clause in all procurement instruments that provides that the Customer will have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation (FFP) under this subpart.

(b) Federal License: The United States Department of Health and Human Services (HHS), American Children and Families (ACF) (hereinafter referred to as "Department")

reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation.

(c) Proprietary Software: Proprietary operating/vendor software packages which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions in paragraphs (a) and (b) of this section. FFP is not available for proprietary applications software developed specifically for the public assistance programs covered under this subpart.

ARTICLE 28 NON-SOLICITATION OF EMPLOYEES

Contractor agrees not to employ or to solicit for employment, directly or indirectly, any of the Customer'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 Customer and the Contractor 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 29 ENTIRE AGREEMENT

29.1 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. The RFP No. 3713 and Contractor's Proposal in response to RFP No. 3713 are hereby incorporated into and made a part of this Contract.

29.2 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. 3713 and written addenda, and
- D. Contractor's Proposal, as accepted by Customer, in response to RFP No. 3713.

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

ARTICLE 30 STATE PROPERTY

Contractor shall be responsible for the proper custody of any Customer-owned property

furnished for Contractor's use in connection with work performed pursuant to this Agreement. Contractor shall reimburse the Customer for any loss or damage, normal wear and tear excepted.

ARTICLE 31 SURVIVAL

Articles 4, 11, 15, 19, 24, 25, 27, 28, 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 32 DEBARMENT AND SUSPENSION CERTIFICATION

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

ARTICLE 33 SPECIAL TERMS AND CONDITIONS

It is understood and agreed by the parties to this Agreement that there are no special terms and conditions.

ARTICLE 34 COMPLIANCE WITH ENTERPRISE SECURITY POLICY

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

ARTICLE 35 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 Customer's or Contractor's contractual obligations, financial or otherwise, contained within this Agreement.

ARTICLE 36 PERSONNEL ASSIGNMENT GUARANTEE

Contractor guarantees that the personnel assigned to this project will remain a part of the project throughout the duration of the Agreement as long as the personnel are employed by the Contractor and are not replaced by Contractor pursuant to the third paragraph of the Article herein titled "Employment Status". Contractor further agrees that the assigned personnel will function in the capacity for which their services were acquired throughout the life of the Agreement, and any failure by Contractor to so provide these persons shall entitle the State to terminate this Agreement for cause. Contractor agrees to pay the Customer fifty percent (50%) of the total contract amount if any of the assigned personnel is removed from the project prior to the ending date of the contract for reasons other than departure from Contractor's employment or replacement by Contractor pursuant to the third paragraph of the Article herein titled "Employment Status". Subject to the State's written approval, the Contractor may substitute qualified persons in the event of the separation of the incumbents therein from employment with Contractor or for other compelling reasons that are acceptable to the State, and in such event, will be expected to assign additional staff to provide technical support to Customer within thirty calendar days or within such other mutually agreed upon period of time, or the Customer may, in its sole discretion, terminate this Agreement immediately without the necessity of providing thirty (30) days notice. The replacement personnel shall have equal or greater ability, experience and qualifications than the departing personnel, and shall be subject to the prior written approval of the Customer. The Contractor shall not permanently divert any staff member from meeting work schedules developed and approved under this Agreement unless approved in writing by the Customer. In the event of Contractor personnel loss or redirection, the services performed by the Contractor shall be uninterrupted and the Contractor shall report in required status reports its efforts and progress in finding replacements and the effect of the absence of those personnel.

ARTICLE 37 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, Contractor shall pay Customer, within five (5) calendar days from the date of receipt of notice, fixed and liquidated damages of one thousand dollars (\$1,000.00) per day for each calendar day of delay caused by Contractor. Customer may offset amounts due it as liquidated damages against any monies due Contractor under this Agreement. Customer will notify Contractor in writing of any claim for liquidated damages pursuant hereto on or before the date Customer deducts such sums from money payable to Contractor. Any liquidated damages assessed are in addition to and not in limitation of any other rights or remedies of Customer.

ARTICLE 38 PERFORMANCE BOND

As a condition precedent to the formation of this Agreement, the Contractor must provide a performance bond as herein described. To secure the Contractor's performance, the Contractor shall procure, submit to the State with this executed Agreement, and maintain in effect at all

times during the course of this Agreement, a performance bond in the total amount of this Agreement. 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 performance bond, and shall identify a contact person to be notified in the event the State is required to take action against the bond. The term of the performance bond shall be concurrent with the term of this Agreement, with the exception of post-warranty maintenance and support, and shall not be released to Contractor until final acceptance of all products and deliverables required herein or until the warranty period, if any, has expired, whichever occurs last. If applicable, and at the State's sole discretion, the State may, at any time during the warranty period, review Seller's performance and performance of the products/services delivered and determine that the Seller's performance bond may be reduced or released prior to expiration of the full warranty period. The performance bond shall be procured at Contractor's expense and be payable to the Customer. The cost of the bond may be invoiced to the Customer after project initiation only if itemized in the Contractor's cost proposal and in the attached Exhibit A. Prior to approval of the performance bond, the State reserves the right to review the bond and require Contractor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by Contractor. The bond must specifically refer to this Agreement and shall bind the surety to all of the terms and conditions of this Agreement. If the Agreement is terminated due to Contractor's failure to comply with the terms thereof, Customer may claim against the performance bond.

ARTICLE 39 RETAINAGE

To secure the Contractor's performance under this Agreement, the Contractor agrees the Customer shall hold back as retainage twenty percent (20%) of each amount payable under this Agreement. The retainage amount will continue to be held until final acceptance of the deliverables by the Customer.

ARTICLE 40 CHANGE ORDER RATE AND PROCEDURE

40.1 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 Contractor except by the express written approval of the State. The Contractor shall be obligated to perform all changes requested by the Customer, which have no price or schedule effect.

40.2 The Contractor 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 Contractor shall be obligated to execute such a change order; and if no such change order is executed, the Contractor 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.

40.3 With respect to any change orders issued in accordance with this Article, the Contractor shall be compensated for work performed under a change order according to the hourly change order rate of \$**INSERT AMOUNT**. If there is a service that is not defined in the change order

rate, the Contractor and the State will negotiate the rate. The Contractor 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 Contractor in the performance of the change order. The Contractor shall invoice the Customer upon acceptance by the Customer of all work documented in the change order, and the Customer shall pay invoice amounts on the terms set forth in this Agreement. The Contractor acknowledges and agrees that the fully-loaded change order hourly rates in Exhibit A must remain valid for the duration of the Agreement, with annual increases not to exceed the lesser of a five percent increase or an increase in the consumer price index, all Urban Consumer U.S. City Average (C.P.I.-U).

40.4 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 Contractor to complete the work required by that change order. The project work plan will be revised as necessary.

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

40.6 In the event the Contractor 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 Contractor shall submit to the Customer a revised version of the project work plan, clearly indicating all changes, at least five (5) working days prior to implementing any such changes.

40.7 The Customer shall promptly review all revised project work plans submitted under this Agreement, and shall notify the Contractor 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 Contractor. If the Customer fails to respond in such time period or any extension thereof, the Customer shall be deemed to have approved the revised project work plan.

ARTICLE 41 SMALL, MINORITY AND WOMEN’S BUSINESSES

41.1 It is the federal grantor agency’s policy to award a fair share of contracts to small, minority and women’s businesses. The Contractor shall ensure, to the fullest extent possible, that at least the applicable fair share objectives for supplies, equipment and services are made available to Minority Business Enterprises (MBE)/Women’s Business Enterprises (WBE). The Contractor shall also include in its bid documents for subcontractors these fair share objectives. The fair share objectives are as follows: (a) equipment: 6.8% MBE and 5.1% WBE; (b) supplies: 7.7% MBE and 3.4% WBE, and (c) services: 1.1% MBE and 2.2% WBE.

41.2 Contractor's awarded contracts with full or partial federal funding will abide by the following affirmative steps and will include this clause in any subcontracts at any tier: (a) including small, minority, and women's businesses on solicitation lists; (b) assuring that small, minority and women's businesses are solicited whenever they are potential sources; (c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small, minority and women's businesses; (d) establishing delivery schedules, where the requirements of the work permits, which will encourage participation by small, minority and women's businesses; (e) using the services and assistance of the Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce, as appropriate, and (f) including these steps in any subcontracts awarded under this Agreement.

ARTICLE 42 RECYCLED PAPER

Pursuant to EPA Order 1000.25, dated January 24, 1990, the Contractor agrees to use recycled paper for all reports which are prepared as a part of the Agreement and delivered to Customer. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.

ARTICLE 43 HOTEL/MOTEL FIRE SAFETY ACT OF 1990

If, in the course of this Agreement, the Contractor conducts meetings at hotels or motels, including but not limited to, conferences, conventions, training sessions, and seminars, the Contractor shall conduct such meetings at hotels or motels that are in compliance with the Hotel and Motel Fire Safety Act of 1990 (P.L. 101-391). A list of certified hotels and motels will be provided upon the request of the Contractor. It is possible to have additional facilities added to the list if sufficient time is allowed.

ARTICLE 44 LOBBYING DISCLOSURE ACT OF 1995

If the Contractor is an organization described in Section 501 (c) (4) of the Internal Revenue Code of 1986, then the Contractor warrants that it does not and will not, engage in lobbying activities prohibited by the Lobbying Disclosure Act of 1995. The Contractor agrees to refrain from entering into any subcontract under this Agreement with any organization described in Section 501 (c) (4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of this Agreement.

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 Department of
Human Services**

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 B

CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

In performance of this Agreement, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the Contractor or the Contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The Contractor certifies that the data processed during the performance of this Agreement will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (7) No work involving Federal tax information furnished under this Agreement will be subcontracted without prior written approval of the IRS.
- (8) The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (9) The agency will have the right to void the Agreement if the Contractor fails to provide the

safeguards described above.

(10) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS:

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000.00 or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000.00 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as one (1) year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.00.

III. INSPECTION:

The IRS and the Customer shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Agreement. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

Attachment B

Vendor Notification of Intent to Propose

in Response to RFP Number 3713

for an MACWIS IV&V Services

ITS invites all prospective Vendors to offer their proposals in response to this RFP. **ITS** requests that Vendors mail, e-mail, or fax this form to the attention of the project contact, **Debra Spell, by 3:00 P.M. Central Time, Tuesday, April 23, 2013**, indicating the Vendor's intention to either participate in this procurement project by making a subsequent proposal by the RFP due date and time.

This information is requested to allow the **ITS** staff to gauge prospective participation in this project and monitor receipt of the indicated proposals as the due date and time arrives.

Please note: Filing this form is voluntary. Qualified Vendors are not required to file this form in order to participate in this RFP project. **ITS** will still accept proposals from Qualified Vendors even if they choose not to file this information. Additionally, even though a Qualified Vendor has indicated that they may file a proposal, they are not obligated to submit a proposal.

TO: Debra Spell ITS 3771 Eastwood Drive Jackson, MS 39211 Debra.spell@its.ms.gov Fax Number: 601.713.6380
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I intend to submit a proposal in response to the project indicated below:

Project Number: 3713

Project Title: QA/ IV&V Services

(Signature)

(Company Name)

(Name)

(Address)

(Title)

(Address)

(E-mail address)

(Phone Number)

(Fax Number)

DHHS CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS:

GRANTEES OTHER THAN INDIVIDUALS

Instructions for Certification

By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

1) This certification is required by regulations implementing the Drug-Free Act of 1988, 45 CFR Part 76, Subpart F. The regulations, published in the May 25, 1990, Federal Register, require certification by grantees that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the Department of Health and Human Services (HHS) determines to award the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HHS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

2) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

3) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

4) If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see above).

5) Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including (i) all direct charge employees; (ii) all indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

ACKNOWLEDGEMENT

I, _____, acknowledge that I have read the Mississippi Department of Human Services' Drug-Free Workplace Policy and agree to abide by all requirements of the policy. I acknowledge that failure to abide by this policy could result in disciplinary action up to and including termination.

Date: _____

Signature

Name Typed or Printed

Social Security Number

MACWIS
 Workflow Diagram



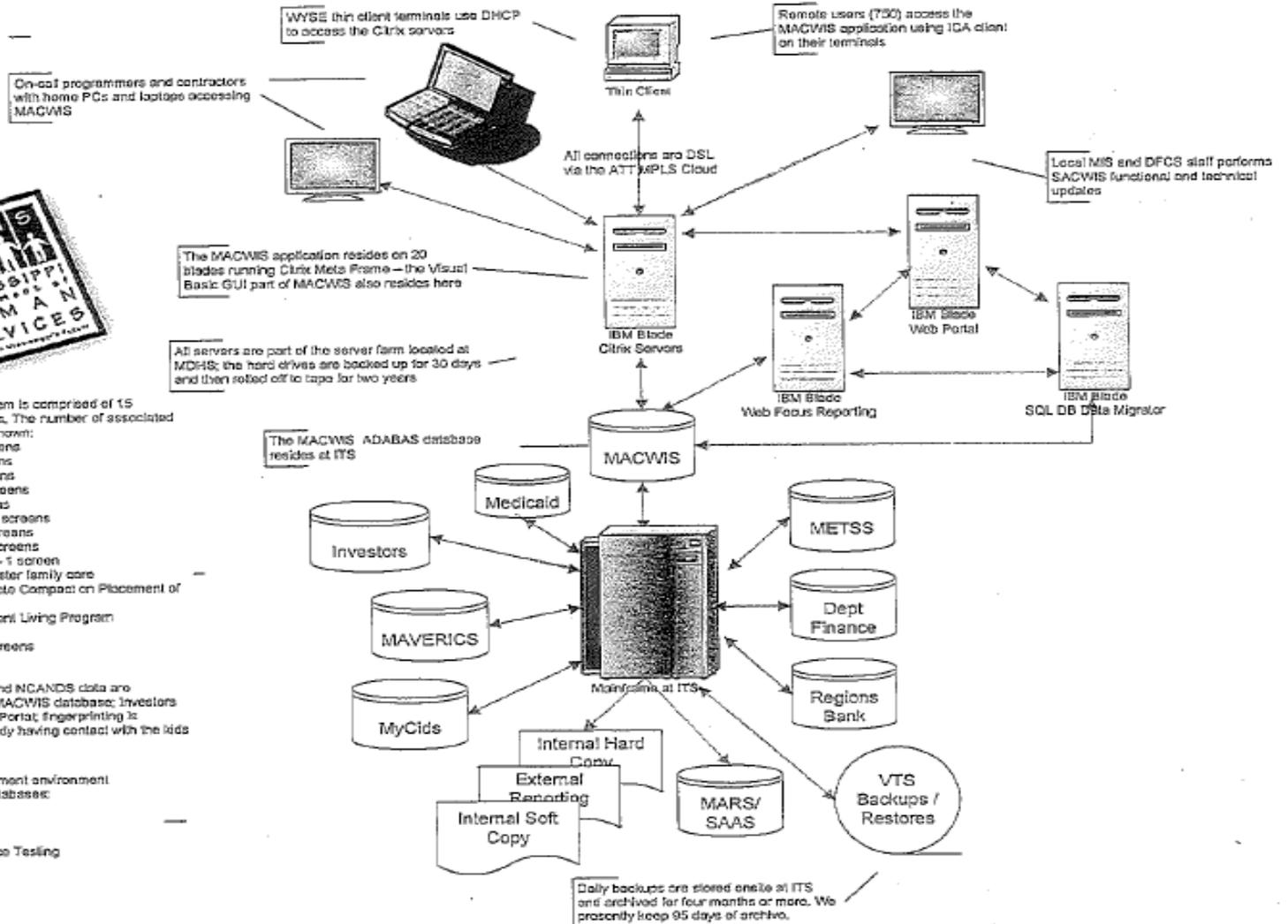
The MACWIS system is comprised of 15 business processes. The number of associated online screens is shown:

- 1) CASE – 18 screens
- 2) Intake – 7 screens
- 3) Admit – 8 screens
- 4) Eligibility – 5 screens
- 5) Court – 9 screens
- 6) Resources – 14 screens
- 7) Finance – 13 screens
- 8) Personnel – 8 screens
- 9) Demographics – 1 screen
- 10) GENL-basic foster family care
- 11) ICPC – Interstate Compact on Placement of Children
- 12) ILP- Independent Living Program
- 13) Interfaces
- 14) Reports – 5 screens
- 15) Workload

*Note: AFCARS and NCANDS data are contained on the MACWIS database; Investors come through the Portal; fingerprinting is required for anybody having contact with the kids

MACWIS development environment consists of five databases:

- 1) Development
- 2) Help Desk
- 3) QA
- 4) User Acceptance Testing
- 5) Training



Statement of Confidentiality

By signing this Statement of Confidentiality, I hereby acknowledge that all data, documents, notes, and other materials collected, prepared, or otherwise obtained by < Contractor name> and the <project name/description> and the <project name> project contract with Mississippi Department of Human Services (MDHS), is the property of MDHS. I further understand and acknowledge that I am prohibited from sharing, distributing, or otherwise disclosing such information and/or materials to third parties without the specific written consent of MDHS, **and pursuant to Mississippi law (Mississippi Code 43-21-257, et seq.) and/or the Health Insurance Portability and Accountability Act of 1996 (HIPAA).**

Signature

Date