



RFP No: M3PS2017

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until March 30, 2017 @ 3:00 p.m. Central Time for the acquisition of the Software, Maintenance and services described below for Mississippi Department of Human Services.

Modernization 3rd Party Software, Maintenance and Services

The Vendor must submit proposals and direct inquiries to:

Valeria O'Neal Technology Consultant Mississippi Department of Human Services 750 North State St. Jackson, MS 39202 (601) 359-4640 Valeria.O'Neal@mdhs.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. M3PS2017 due March 30, 2017 @ 3:00 p.m., ATTENTION: Valeria O'Neal

John Davis
Executive Director, MDHS

MDHS RFP Response Checklist

RFP Response Checklist: These items should be included in your response to MDHS RFP No. M3PS2017.

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

Table of Contents

SECTION I	4
SUBMISSION COVER SHEET & CONFIGURATION SUMMARY	4
PROPOSAL BONDS	5
SECTION II	6
PROPOSAL SUBMISSION REQUIREMENTS	6
SECTION III	9
VENDOR INFORMATION	9
SECTION IV	13
LEGAL AND CONTRACTUAL INFORMATION	13
SECTION V	23
PROPOSAL EXCEPTIONS	23
PROPOSAL EXCEPTION SUMMARY FORM	25
SECTION VI	26
RFP QUESTIONNAIRE	26
SECTION VII	30
TECHNICAL SPECIFICATIONS	30
SECTION VIII	44
COST INFORMATION SUBMISSION	44
SECTION IX	45
REFERENCES	45
REFERENCE FORM	48
SUBCONTRACTOR REFERENCE FORM	49
EXHIBIT A	50
STANDARD CONTRACT	50

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 Human Services, (**MDHS**), should contact for questions and/or clarifications.

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

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

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

Name (typed or
printed)

Title

Company name

Physical address

State of Incorporation

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 **MDHS** 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 **MDHS** by the date and time specified. **MDHS** 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. **MDHS** reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
7. **MDHS** 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 **MDHS** is the official version and will supersede any conflicting RFP language submitted by the Vendor.
9. The Vendor must conform to the following standards in the preparation of the Vendor's proposal:
 - 9.1 The Vendor is required to submit one clearly marked original response and three (3) identical copies of the complete proposal, including all sections and exhibits, in three-ring binders.
 - 9.2 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the RFP cover page must be clearly typed and affixed to the package in a clearly visible location.

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

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

- 13.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.
- 13.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.
- 13.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
- 13.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.
- 13.5 The Vendor must submit a statement outlining the circumstances for the clarification.
- 13.6 The Vendor must submit one clearly marked original and three (3) copies of the clarification.
- 13.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (e.g., must include exact RFP reference to section and outline point).

14. **Communications with State**

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

- 14.1 The State's contact person for the selection process is: Valeria O'Neal, IT Procurement Manager, 750 North State St., Jackson, MS 39202, 601-359-4640, Valeria.O'Neal@mdhs.ms.gov
- 14.2 Vendor may consult with State representatives as designated by the State's contact person identified in 14.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.

SECTION III VENDOR INFORMATION

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

1. **Interchangeable Designations**

The terms "Vendor" and "Contractor" are referenced throughout this RFP. Generally, references to the "Vendor" are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term "Contractor" denotes the role assumed, post-award, by the winning Vendor. Additionally, the terms "State of Mississippi," "State" or "MDHS" 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 MDHS 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 **MDHS** 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 **MDHS** website, together with the associated RFP specification. Vendors are required to check the **MDHS** website periodically for RFP amendments before the proposal opening date at:

<http://www.mdhs.ms.gov>

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 **MDHS** website, you may contact the **MDHS** 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 **MDHS** 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**

MDHS reserves the right to make multiple awards.

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

MDHS 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 **MDHS** 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 **MDHS** successfully.

1. **Acknowledgment Precludes Later Exception**

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

2. **Failure to Respond as Prescribed**

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

3. **Contract Documents**

MDHS 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 **MDHS** and the Vendor:

- 3.1 The Proposal Exception Summary Form as accepted by **MDHS**;
- 3.2 Contracts which have been signed by the Vendor and **MDHS**;
- 3.3 **MDHS'** Request for Proposal, including all addenda;
- 3.4 Official written correspondence from **MDHS** to the Vendor;
- 3.5 Official written correspondence from the Vendor to **MDHS** when clarifying the Vendor's proposal; and
- 3.6 The Vendor's proposal response to the **MDHS** 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 **MDHS** and the winning Vendor.

5. **Additional Contract Provisions**

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

6. **Mandatory Legal Provisions**

- 6.1 The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.
- 6.2 Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.
- 6.3 The Vendor shall have no limitation on liability for claims related to the following items:
 - 6.3.1 Infringement issues;
 - 6.3.2 Bodily injury;
 - 6.3.3 Death;
 - 6.3.4 Physical damage to tangible personal and/or real property; and/or
 - 6.3.5 The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor's employees or subcontractors.
- 6.4 All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.
- 6.5 Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.
- 6.6 Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.
- 6.7 The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.
- 6.8 The State will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See Section 31-7-305 of the Mississippi Code Annotated. Seller

understands and agrees that Purchaser is exempt from the payment of taxes.

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

7. **Approved Contract**

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

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

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

- 7.2 A contract is not deemed final until five (6) working days after either the award of contract or post procurement review, as stipulated in the **MDHS** 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 **MDHS** Protest Procedure and Policy. If the procurement is stayed, the contract is not deemed final until the protest is resolved.

8. **Contract Validity**

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

9. **Order of Contract Execution**

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

10. **Availability of Funds**

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

11. **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.***

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

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

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

12.3 Items 12.1 and 12.2 only apply to state agencies that make payments through MAGIC. Payments and invoices for all other entities will conform to their standard methods of payment to contractors.

13. **Time For Negotiations**

13.1 All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor's initial receipt of the project contract from MDHS, unless MDHS 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. MDHS may withdraw the proposal award and begin negotiations with the next ranked Vendor immediately or pursue any other option.

13.2 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 MDHS consents to a different period.

14. **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.

15. **Sole Point of Contact**

MDHS 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.

15.1 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.

15.2 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.

15.3 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.

16. **MDHS 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. **MDHS** 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.

17. **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.
18. **Negotiations with Subcontractor**
In order to protect the State's interest, **MDHS** reserves the right to attempt to resolve the contractual disagreements that may arise between the Vendor and its subcontractor after award of the contract.
19. **References to Vendor to Include Subcontractor**
All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors.
20. **Outstanding Vendor Obligations**
 - 20.1 Any Vendor who presently owes the State of Mississippi money pursuant to any contract for which MDHS is the contracting agent and who has received written notification from MDHS 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, MDHS 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.
 - 20.2 Any Vendor who is presently in default on existing contracts for which MDHS 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.
 - 20.3 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.
21. **Equipment Condition**
For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to **MDHS** specifications, unless an explicit requirement for used equipment is otherwise specified.
22. **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.
23. **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.

24. **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.

25. **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.

26. **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.

27. **Ownership of Developed Software**

27.1 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.

27.2 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.

28. **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.

29. **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.

30. **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.

31. **Compliance with Enterprise Security Policy**

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

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

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

34. **Disclosure of Proposal Information**

Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated. All disclosures of proposal information will be made in compliance with the **MDHS** Public Records Procedures established in accordance with the Mississippi Public Records Act.

As outlined in the Third Party Information section of the **MDHS** Public Records Procedures, **MDHS** will give written notice to any affected Vendor of a request to view or reproduce the Vendor's proposal or portion thereof. **MDHS** 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, and/or similar written documentation prepared for the project file. In addition, **MDHS** will not provide third-party notice for requests for any contract executed as a result of this RFP.

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

Vendors should further be aware that requests for disclosure of proposal information are sometimes received by **MDHS** significantly after the proposal opening date. **MDHS** 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 is not required to include the price of a performance bond or irrevocable bank letter of credit with its RFP proposal.

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

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

39. **Post-Award Vendor Debriefing**

A respondent, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the Director of MDHS within three (3) business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within five (5) business days of receipt of the request. If a respondent prefers to have legal representation present, the respondent must notify the Director of MDHS in writing and identify its attorney by name, address, and telephone number. MDHS will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present.

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-114 through 7-114.07, Post-Award Vendor Debriefing, of the Personal Service Contract Review Board's Rules and Regulations.

40. **Protests**

The Executive Director of **MDHS** shall have the authority to resolve Vendor protests in connection with the selection for award of a contract.

41. **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 **MDHS** Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP. The outside of the envelope must be marked "Protest" and must specify RFP number M3PS2017.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the **MDHS** 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 Human Services. Prior to approval of the protest bond, **MDHS** 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 **MDHS'** 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 **MDHS** Executive Director.

42. **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. **MDHS** has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and **MDHS** 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 MDHS 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 MDHS 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 MDHS either disqualifies the Vendor's proposal or withdraws the award and proceeds to the next ranked Vendor.
3. Should **MDHS** and the Vendor reach a successful agreement, **MDHS** 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 **MDHS**, will become a part of any contract on acquisitions made under this RFP.
4. An exception will be accepted or rejected at the sole discretion of the State.
5. The State desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the State's RFP, including the *Standard Contract* in Exhibit A, if

included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

6. For Vendors who have successfully negotiated a contract with **MDHS** in the past, **MDHS** 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 **MDHS** or participated in contract negotiations with **MDHS** on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

PROPOSAL EXCEPTION SUMMARY FORM

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

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

SECTION VI RFP QUESTIONNAIRE

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

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

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

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

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

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

All Vendors must furnish MDHS with their MAGIC Vendor code.

MAGIC Vendor Code: _____

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

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

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

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

2. **Certification of Authority to Sell**

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

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

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

3.1 Does there exist any possible conflict of interest in the sale of items to any institution within MDHS 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, **MDHS** will use the **MDHS** website to post amendments regarding RFPs before the proposal opening at:

<http://www.mdhs.ms.gov/public-meetings-rfps/>

MDHS 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 **MDHS** amendments for RFPs as above stated? (A yes or no answer is required.)

8. **Certification of Liability Insurance**

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

9. **E-Verify Registration Documentation**

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

10. **System for Award Management (SAM) Registration Documentation**
Vendor must include a copy of their registration with the Federal Government's System for Award Management (SAM) with their RFP response.

SECTION VII TECHNICAL SPECIFICATIONS

1. How to Respond to this Section

- 1.1 Beginning with Item 2.1 of this section, label and respond to each outline point in this section as it is labeled in the RFP.
- 1.2 The Vendor must respond with “ACKNOWLEDGED,” “WILL COMPLY” or “AGREED” to each point in this section, including the attached *Standard Purchase Agreement*, (Attachment D). In addition, Vendors must respond to each specification in Section VII, Technical Specifications with a narrative description. 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. The description must include the following:
 - 1.2.1 A description of the methodology to be followed in accomplishing each requirement, in order to demonstrate the Vendors understanding of this RFP.
 - 1.2.2 Information about past performance results for similar work in a co-location environment; lessons learned from those projects and how they will be applied to this project.
- 1.3 “ACKNOWLEDGED” should be used when no vendor response or vendor compliance is required. “ACKNOWLEDGED” simply means the vendor is confirming to the State that he read the statement. This is commonly used in the RFP sections where the agency’s current operating environment is described or where general information is being given about the project.
- 1.4 “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the vendor will adhere to the requirement. These terms are used to respond to statements that specify that a vendor or vendor’s proposed solution must comply with a specific item or must perform a certain task.
- 1.5 If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED,” then the Vendor must respond with “EXCEPTION.” (See Section V, for additional instructions regarding Vendor exceptions.)
- 1.6 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 1.7 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

2. Mandatory Provisions in Technical Requirements for this RFP

- 2.1 Certain items in the technical specifications of this RFP are MANDATORY. Vendors are specifically disallowed from taking exception to these

mandatory requirements, and proposals that do not meet all mandatory requirements are subject to immediate disqualification.

2.2 Mandatory requirements are those features classified as “**Mandatory**” Section VII, *Technical Specifications*.

3. **General Overview and Background**

The Mississippi Department of Human Services (MDHS), in conjunction with the Department of Information Technology Services (ITS), released RFP No. 3784 Acquisition of Services and Software to Re-host Adabas and Natural Applications to a Linux platform on September 15, 2015. Cambria Solutions, Inc. (Cambria) was awarded on May 10, 2016 and began work officially with MDHS on June 29, 2016. The project was split into two phases:

- Phase I - Review and analyze the existing applications including ancillary systems that may be affected by the migration, in order to define the scope of impacted applications, identify the target architecture platform, develop a plan for the migration, identify issues/risks, and identify necessary software/hardware.
- Phase II –Execute the plan and install all software and hardware required for all environments and migrate the systems to the new platform including design and implement quick win modernization improvements along the way to meet business objectives.

Cambria successfully completed Phase I on August 26, 2016 with the approval of twelve required deliverables and the completion of the analysis of the existing applications and ancillary systems. MDHS is requesting approval to proceed with Phase II of the work competed under RFP No. 3784 based on the outcome of Phase I and the content of this business case.

MDHS operates five (5) core systems that support eligibility, benefit issuance, and collections across the human service enterprise that it administers. These systems serve one out of every four citizens in Mississippi and process over \$1 Billion dollars annually. And yet these systems are decades old – much of the software is no longer supported and the legacy applications are running on the mainframe in the State Data Center that were developed in Natural, Cobol, and Assembler programming languages accessing Adabas databases. In 2013, MDHS conducted an alternatives analysis, risk/value assessment, and return on investment (ROI) analysis to assist leadership in setting their strategic direction for needed systems improvement -- choosing between rip-and-replace, iterative replacement, migration, and enhancement/modernization approaches. A year later, after thoughtful analysis and best value and least risk considerations, MDHS collaborated with ITS on its recommended path forward and decided on a re-hosting (migration) plus modernization solution. The cost of completely replacing these massive, complex systems was not deemed feasible. Instead, MDHS determined that a more achievable solution would be to migrate the legacy applications to an open systems platform which would improve end-user productivity with a better user interface (UI), extend the life of the systems, enable more agility for providing solutions to evolving business requirements, and enhance the capabilities for systems integration. MDHS is embarking on a long-term vision to transform the MDHS technical and business environment whereas this solution is the first step in a multi-step process. MDHS CIO Mark Allen presented this vision and solution to the ITS Board on February 19, 2015 and it was approved by the ITS Board. MDHS in conjunction with the ITS released RFP No. 3784 Acquisition of services and software to re-host Adabas and Natural applications to a

Linux platform on September 15, 2015. Cambria Solutions, Inc. (Cambria) was awarded on May 10, 2016 and began work officially with MDHS on June 29, 2016.

The scope is to migrate the existing applications, as is, to a Linux platform with minimal changes plus to improve the front-end and data analytics/reporting capabilities through quick win enhancement/modernizations. The five core systems in scope are:

- Mississippi Automated Verification Eligibility Reporting Information System (MAVERICS) - Supplemental Nutrition Assistance Program (SNAP) and Temporary Assistance for Needy Families (TANF),
- Mississippi Enforcement and Tracking of Support System (METSS) - Child Support Enforcement,
- Jobs Automated Work System (JAWS) - Temporary Work Program,
- Electronic Financial Interface Tracking System (E-FITS-CMI), and
- Mississippi Automated Child Welfare Information System (MACWIS) - Family and Children Services Programs.

The value attributed to the legacy applications includes mature business logic that reliably meets core business requirements, data structures and tables that are aligned with business processes and, importantly, system reliability. However, problems with the current Adabas/Natural ecosystem include obsolete versions of software components, complex point-to-point interfaces that increase reconciliation costs, and an inability to gain business value from improved business processes, data integration, caseworker productivity and SOA level encapsulation of business and technical services. Moreover, MDHS has many pressing business and technology needs that demand action:

- State Legislation mandates that MDHS and MDCPS must separate and decouple IT and business operations by June 2018
- MDHS is currently running on obsolete version of software components that endanger federal funding, audit requirements, and delivery of services
- MDHS must meet Federal mandates for data exchange and the development of web services that cannot be met with the current IT infrastructure
- MDHS has not upgraded its existing UIs and features/functionality for caseworker productivity in decades
- MDHS cannot improve data integrity, improved client identification, and reporting requirements without significantly enhancing system capabilities
- MDHS must reduce maintenance and operations costs of its existing system environment
- OMB A-87 Cost Allocation Waiver allows MDHS, MDCPS, and the MS Division of Medicaid to collaborate on integration of systems and leverage enhanced funding by December 2018
- MDHS must modernize and migrate applications to provide greater architectural flexibility to meet federal mandates, meet additional data sharing agreements, collaborate with MDCPS and DOM, and improve value to the caseworker.

In order to accomplish this vision and meet the many pressing business and technology needs, Cambria was contracted to provide the following phases:

- Phase I - Review and analyze the existing applications including ancillary systems that may be affected by the migration, in order to define the scope of impacted applications, identify the target architecture platform, develop a plan for the migration, identify issues/risks, and identify necessary software/hardware.
- Phase II –Execute the plan and install all software and hardware required for all environments and migrate the systems to the new platform including design and

implement quick win modernization improvements along the way to meet business objectives..

Cambria successfully completed Phase I on August 26, 2016 with the approval of twelve required deliverables and the completion of the analysis of the existing applications and ancillary systems. MDHS is requesting approval to proceed with Phase II of the work competed under RFP No. 3784 based on the outcome of Phase I and the content of this business case.

4. Procurement Project Schedule

Task	Date
First Advertisement Date for RFP	03/13/2017
Second Advertisement Date for RFP	03/21/2017
Deadline for Vendor's Written Questions	3:00 p.m. Central Time on 03/23/2017
Deadline for Questions Answered and Posted to MDHS Web Site	03/27/2017
Deadline for Proposals	03/30/2017
Evaluation of Proposals	03/30/2017-04/03/2017
Contract Negotiation	04/04/2017 – 04/05/2017
Proposed Project Implementation Start-up	04/10/2017

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) and pages in the RFP that are in question. The following table should be used to format Vendor questions.

Question	RFP Section	RFP Page	Vendor Question
1			
2			
3			
4			
5			

5.1.2 Vendor must deliver a written document to Valeria O'Neal at MDHS by Thursday, March 30, 2017 at 3:00 p.m. Central Time. This

document may be delivered by hand, mail, email. Address information is given on page one of this RFP. **MDHS 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 **MDHS** on time. Vendors may contact Valeria O'Neal 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 MDHS web site by close of business on March 27, 2017.
- 5.3 The Vendor must understand, and provide information in his response, to support a deliverable-based project. The Project Work Plan and the *Cost Information Submission* should define and denote milestones and deliverables, both paid and unpaid, for the entirety of the project.
- 5.4 The State acknowledges that the functional/technical specifications for this RFP are not exhaustive. Rather, these specifications reflect the known requirements necessary for the software, maintenance and services. Vendor is tasked with proposing software, maintenance and services that meet these known specifications, and that address functionality not covered in this RFP. The State expects the Vendor to identify and outline any area that was overlooked or misstated.
- 5.5 If any component(s) necessary for the successful implementation is omitted from Vendor's proposal, Vendor must be willing to provide the component(s) at no additional cost.

6. Vendor Qualifications

- 6.1 Vendor must provide a description of their expertise and background in providing the proposed software, maintenance and services.
- 6.2 Vendor must detail the number of years they have provided the proposed software, maintenance and services. Vendor must have at least three (3) years or more of experience in providing the proposed software, maintenance and services.
- 6.3 Vendor must state the number of customers for which they currently provide the proposed software, maintenance and services.
- 6.4 Vendor must provide at least three (3) references the proposed software, maintenance and services is currently being provided. Refer to Section IX, References for further instructions.
- 6.5 Vendor must discuss any aspects of the proposed software, maintenance and services that differentiate it from competing products in the marketplace.

7. Vendor Requirements

- 7.1 Vendor will work with the MDHS Project Team to define roles and responsibilities for those individuals performing the review tasks.
- 7.2 Vendor will work with the project team to define roles/groups and responsibilities based on the job function as well as the security settings for each role/group.

8. Functional/Technical Requirements.

- 8.1 The products should provide the ability to compile the existing COBOL/CICS/ADASQL programs in the native Linux environment.
- 8.2 The executables produced by the compilation process should be able to interact with a re-hosted ADABAS database in ASCII.
- 8.3 The re-hosted COBOL/CICS/ADASQL programs should not be required to undergo significant change to any aspect of the programs logic or the way in which they interfaces with the environment and ADABAS database.
- 8.4 The COBOL development environment should be integrated with a leading IDE either Visual Studio or Eclipse.
- 8.5 This means that it should be possible to edit, compile and debug a COBOL/CICS/ADASQL program within that environment natively.
- 8.6 The support for ADASQL should be integrated thus allowing for all the debug features of these IDE's to apply to ADABAS data structures as well.
- 8.7 CICS specifics
 - 8.7.1 Must provide runtime module to establish calling parameter list followed by an EXEC CICS LINK to the ADABAS interface.
 - 8.7.2 Must ensure that the ADABAS connection is closed at end the end of every transaction whether Normal or Abnormal task termination
 - 8.7.3 Must provide error handling module to display error screen in the event of any ADABAS call error.
- 8.8 Run-time for both Batch & CICS
 - 8.8.1 Provide a run-time interface/API callable from COBOL to connect to the SAG ADABAS database.
 - 8.8.2 Debugging within the IDE's editor such that one is seeing the original un-expanded source code level.

- 8.8.3 Provide active program and active user information to the ADABAS call for support and diagnosing any run-time issues. Information to be viewed from SAG ADABAS operator console.
- 8.8.4 Must provide a run-time override facility to change the DBID on each CICS transaction or Batch Job.
- 8.9 **Licensing – Development and Test Environments**
Software Products comparable to those listed below:
 - 8.9.1 Micro Focus Enterprise Developer – 10 users or a product
 - 8.9.2 Micro Focus Enterprise Server (Dev) Xeon – 4 Cores
 - 8.9.3 Micro Focus Enterprise Server (Test/QA) Xeon – 4 Cores
- 8.10 **Licensing – Production and DR COLD Environments**
Software Products comparable to those listed below:
 - 8.10.1 Micro Focus Enterprise Server (Production) Xeon – 8 Cores
 - 8.10.2 Micro Focus Enterprise Server (Staging) Xeon – 8 Cores
 - 8.10.3 Micro Focus Enterprise Server (DR Cold) Xeon – 8 Cores
- 8.11 **Licensing – ADABAS Add-on**
Software Products comparable to those listed below:
 - 8.11.1 ADABAS Add-on for Enterprise Developer – 10 users
 - 8.11.2 ADABAS Add-on for Dev Environment – 4 Cores
 - 8.11.3 ADABAS Add-on for Test/QA Environment – 4 Cores
 - 8.11.4 ADABAS Add-on for Production Environment – 8 Cores
 - 8.11.5 ADABAS Add-on for Staging Environment– 8 Cores
 - 8.11.6 ADABAS Add-on for DR COLD Environment – 8 Cores
- 8.12 **Environments (Hardware and Operating System) the product will be hosted on:**
 - 8.12.1 **Production** - Dell PowerEdge R630 Server with 2 X Intel Xeon E5-2640 v4 2.4GHz,25M CPU's and 256GB memory – 8 Cores; Operating System – Red Hat Enterprise Linux (RHEL) v7

- 8.12.2 **Staging** - Dell PowerEdge R630 Server with 2 X Intel Xeon E5-2640 v4 2.4GHz,25M CPU's and 256GB memory – 8 Cores; Operating System – Red Hat Enterprise Linux (RHEL) v7
- 8.12.3 **UAT/QA** - Dell PowerEdge R630 Server with 2 X Intel Xeon E5-2640 v4 2.4GHz,25M CPU's and 256GB memory – 4 Cores; Operating System – Red Hat Enterprise Linux (RHEL) v7
- 8.12.4 **Test/Dev** - Dell PowerEdge R630 Server with 2 X Intel Xeon E5-2640 v4 2.4GHz,25M CPU's and 256GB memory – 4 Cores; Operating System – Red Hat Enterprise Linux (RHEL) v7
- 8.12.5 **Production** - Dell PowerEdge R630 Server with 2 X Intel Xeon E5-2640 v4 2.4GHz,25M CPU's and 256GB memory – 8 Cores; Operating System – Red Hat Enterprise Linux (RHEL) v7
- 8.12.6 **DR COLD** - Dell PowerEdge R630 Server with 2 X Intel Xeon E5-2640 v4 2.4GHz,25M CPU's and 256GB memory – 8 Cores; Operating System – Red Hat Enterprise Linux (RHEL) v7
- 8.13 The Environment will provide support for:
 - 8.13.1 Pre-compiler: ADABAS Native SQL for COBOL
 - 8.13.2 Generate expanded source code for all EXEC ADABAS statements when compiling a program.
 - 8.13.3 Must be seamlessly integrated into industry standard IDE. IE COBOL under Eclipse.
 - 8.13.4 Provide support PANVALET –INCLUDE copy file facility via a stackable integrated pre-processor.
 - 8.13.5 Ability to run the pre-processor under Windows and Linux.
 - 8.13.6 Automatically switch computational formats from IBM z/Architecture using big-endian to Linux using little-endian.
 - 8.13.7 Provide a utility to support the import of Predict layouts into a library to be used by the pre-processor
- 8.14 Con-nect for RHEL or Software Products comparable to them
 - 8.14.1 General Functionality - **Con-nect** is an Integrated Calendar Product used as part of the mainframe applications.

Currently this product is integrated into the MDHS Natural applications and is used for scheduling of meetings and tracking of client appointments.

Requiring a Linux emailer and calendar application which will integrate into Natural. The calendar functions must integrate with Natural to programmatically permit making appointments.

8.15 Con-form for RHEL or Software Products comparable to them

8.15.1 General Functionality - **Con-form** is an Integrated Document/print product as part of the mainframe applications.

Currently this product is integrated into the MDHS Natural applications for the formatting of documents using predefined templates.

Requiring a Linux form command processor. Must be able to process all current MDHS form commands / form variables / form logic, for the purpose of designing and deploying form content to printers and output files.

8.16 Environments (Hardware and Operating System) the product will be hosted on:

8.16.1 **Production** - Dell PowerEdge R630 Server with 2 X Intel Xeon E5-2640 v4 2.4GHz,25M CPU's and 256GB memory – 8 Cores; Operating System – Red Hat Enterprise Linux (RHEL) v7

8.16.2 **Staging** - Dell PowerEdge R630 Server with 2 X Intel Xeon E5-2640 v4 2.4GHz,25M CPU's and 256GB memory – 8 Cores; Operating System – Red Hat Enterprise Linux (RHEL) v7

8.16.3 **UAT/QA** - Dell PowerEdge R630 Server with 2 X Intel Xeon E5-2640 v4 2.4GHz,25M CPU's and 256GB memory – 4 Cores; Operating System – Red Hat Enterprise Linux (RHEL) v7

8.16.4 **Test/Dev** - Dell PowerEdge R630 Server with 2 X Intel Xeon E5-2640 v4 2.4GHz,25M CPU's and 256GB memory – 4 Cores; Operating System – Red Hat Enterprise Linux (RHEL) v7

8.16.5 **Production** - Dell PowerEdge R630 Server with 2 X Intel Xeon E5-2640 v4 2.4GHz,25M CPU's and 256GB memory – 8 Cores; Operating System – Red Hat Enterprise Linux (RHEL) v7

8.16.6 **DR COLD** - Dell PowerEdge R630 Server with 2 X Intel Xeon E5-2640 v4 2.4GHz,25M CPU's and 256GB memory – 8 Cores; Operating System – Red Hat Enterprise Linux (RHEL) v7

8.17 Xitext Print Spooler or Software Products comparable to them

8.17.1 General Functionality - This product is to replace CA-SPOOL that is currently used on the mainframe. This is used for viewing and spooling of reports. It will need to be integrated with EspBatch.

8.18 Print Drivers

- 8.18.1 General Functionality - Print Drivers to be used on Linux that are comparable to the print drivers on the mainframe.
- 8.19 SUSPR Spooler Security Interface of Software Products comparable to them
 - 8.19.1 General Functionality - This product is to replace CA-SPOOL that is currently used on the mainframe. This is used for viewing and spooling of reports. It will need to be integrated with EspBatch.
- 8.20 CoSort External high speed sort utility or Like Product
 - 8.20.1 General Functionality - This product will be used on the Linux environment and will replace DFSORT which is used on the mainframe today.

This is a sort utility used in batch jobs to sort datasets. The replacement should also be able to be relinked with the Natural nucleus which significantly increases the speed on internal sorts within Natural

This product is al so integrated into EspBatch.
- 8.21 S4Software SecuritySoftware Product or Like Product
 - 8.21.1 General Functionality - This product will be used on the Linux environment and will replace RACF which is used on the mainframe today.

Currently used in conjunction for Natural Security to provide security with the MDHS applications..

Product should provide functionality on the Linux environment similar to RACF

This product offers LDAP support.
- 8.22 Environments (Hardware and Operating System) the above products will be hosted on:
 - 8.22.1 **Production** - Dell PowerEdge R630 Server with 2 X Intel Xeon E5-2640 v4 2.4GHz,25M CPU's and 256GB memory – 8 Cores; Operating System – Red Hat Enterprise Linux (RHEL) v7
 - 8.22.2 **Staging** - Dell PowerEdge R630 Server with 2 X Intel Xeon E5-2640 v4 2.4GHz,25M CPU's and 256GB memory – 8 Cores; Operating System – Red Hat Enterprise Linux (RHEL) v7
 - 8.22.3 **UAT/QA** - Dell PowerEdge R630 Server with 2 X Intel Xeon E5-2640 v4 2.4GHz,25M CPU's and 256GB memory – 4 Cores; Operating System – Red Hat Enterprise Linux (RHEL) v7

- 8.22.4 **Test/Dev** - Dell PowerEdge R630 Server with 2 X Intel Xeon E5-2640 v4 2.4GHz,25M CPU's and 256GB memory – 4 Cores; Operating System – Red Hat Enterprise Linux (RHEL) v7
- 8.22.5 **Production** - Dell PowerEdge R630 Server with 2 X Intel Xeon E5-2640 v4 2.4GHz,25M CPU's and 256GB memory – 8 Cores; Operating System – Red Hat Enterprise Linux (RHEL) v7
- 8.22.6 **DR COLD** - Dell PowerEdge R630 Server with 2 X Intel Xeon E5-2640 v4 2.4GHz,25M CPU's and 256GB memory – 8 Cores; Operating System – Red Hat Enterprise Linux (RHEL) v7

9. Training Requirements

- 9.1 Vendor must identify if the training is on-site at the MDHS or not, including implementation, operation and maintenance. Vendor must provide a detailed description of the training services provided including, at a minimum, content, duration, and type of training (e.g., individual trainer or online training). Costs associated with training must be included as a separate line item in *Section VIII – Cost Information Submission*.
- 9.2 Vendor must supply any and all training course materials and documentation necessary for training. Attendees shall retain course materials upon completion of training. Training material should be accessible and printable from an online source.
- 9.3 Vendor may propose other available training opportunities for optional consideration. The cost of this training must be included as a separate item in *Section VIII – Cost Information Submission*.
- 9.4 Vendor must provide specific training related to the use of customized products. Vendor must identify the cost associated with this training in *Section VIII – Cost Information Submission*.

10. Cost Information

- 10.1 If any software, maintenance and services are omitted from Vendor's proposal, Vendor must be willing to provide the component(s) at no additional cost.
- 10.2 Vendor must detail cost options associated with implementation, including but not limited to, training, professional services, and software license fees. Vendor pricing must be detailed in *Section VIII – Cost Information Submission*.
- 10.3 Vendor must indicate what discounts, such as volume discounts, are available to MDHS. Vendor must clearly identify how these discounts are applied.

Vendor pricing must be detailed in *Section VIII – Cost Information Submission*.

- 10.4 Vendor's proposal should include installation/configuration.
- 10.5 Vendor's proposal should include annual ongoing Maintenance.
- 10.6 Vendor's Proposal should include training.
- 10.7 Vendor's proposal should be fully loaded relative to cost including travel and any other expenditures to accomplish the required tasks.

11. **Additional Requirements**

- 11.1 Production outages requires a 4 hour response time
- 11.2 MDHS acknowledges that the specifications within this RFP are not exhaustive. Rather, they reflect the known requirements. Vendors must specify, here, what additional products and services may be needed and are proposed in order to complete each configuration.

12. **Scoring Methodology**

- 12.1 An Evaluation Team composed of MDHS 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.
 - 12.1.1 Each category included in the scoring mechanism is assigned a weight between one and 100.
 - 12.1.2 The sum of all categories, other than Value-Add, equals 100 possible points.
 - 12.1.3 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.
 - 12.1.4 For the evaluation of this RFP, the Evaluation Team will use the following categories and possible points:

Category	Possible Points
Non-Cost Categories:	

Technical Requirements	40
Vendor Requirements	15
Total Non-Cost Points	55
Cost	45
Total Base Points	100
Value Add	5
Maximum Possible Points	105

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

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

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

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

Non-Cost Categories	Possible Points
Technical Requirements	40
Vendor Requirements	15
Maximum Possible Points	55

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

12.2.3.2 MDHS 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 "Technical Requirements category was allocated 40 points; a proposal that fully met all requirements in that section would have scored 36 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.

12.3 Stage 3 – Cost Evaluation

12.3.1 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

12.3.2 Cost categories and maximum point values are as follows:

Cost Category	Possible Points
Lifecycle Cost	45
Maximum Possible Points	45

12.4 Stage 4 – Selection of the successful Vendor

12.4.1 On-site Demonstrations and Interviews

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

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

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

Please submit all unit and extended costs, as well as all required supporting details and other requested information, using the format below. 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

Contact E-mail: _____

44

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 three (3) references consisting of Vendor accounts that the State may contact. Required information includes customer contact name, address, telephone number, email address, and engagement starting and ending dates. Forms for providing reference information are included later in this RFP section. The Vendor must make

arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession.

- 1.2 Any of the following may subject the Vendor's proposal to being rated unfavorably relative to these criteria or removed from further consideration, at the State's sole discretion:
 - 1.2.1 Failure to provide reference information in the manner described;
 - 1.2.2 Inability of the State to substantiate minimum experience or other requirements from the references provided;
 - 1.2.3 Non-responsiveness of references to the State's attempts to contact them; or
 - 1.2.4 Unfavorable references that raise serious concerns about material risks to the State in contracting with the Vendor for the proposed products or services.
- 1.3 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
 - 1.3.1 The reference installation must be for a project similar in scope and size to the project for which this RFP is issued;
 - 1.3.2 The reference installation must have been operational for at least six (6) months.
- 1.4 The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, including the procuring agency and/or other agencies or institutions of the State, even if that customer is not included in the Vendor's list of references, and to utilize such information in the evaluation of the Vendor's proposal.
- 1.5 Unless otherwise indicated in the Scoring Methodology in Section VII, reference information available to the State will be used as follows:
 - 1.5.1 As documentation supporting mandatory experience requirements for companies, products, and/or individuals, as required in this RFP;
 - 1.5.2 To confirm the capabilities and quality of a Vendor, product, or individual for the proposal deemed lowest and best, prior to finalizing the award.
- 1.6 The State reserves the right to forego reference checking when, at the State's sole discretion, the evaluation team determines that the capabilities of the recommended Vendor are known to the State.

2. **Subcontractors**

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

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

REFERENCE FORM

Complete three (3) Reference Forms.

Contact Name:

Company Name:

Address:

Phone #:

E-Mail:

Project Start Date:

Project End Date:

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

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SUBCONTRACTOR REFERENCE FORM

Complete a separate form for each subcontractor proposed.

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

Scope of services/products to be provided by subcontractor:

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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:

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EXHIBIT A STANDARD CONTRACT

A properly executed contract is a requirement of this RFP. After an award has been made, it will be necessary for the winning Vendor to execute a contract with **MDHS**. The inclusion of this contract does not preclude **MDHS** 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.

**ATTACHMENT D
PROJECT NUMBER M3PS2017
PURCHASE AGREEMENT
BETWEEN
INSERT VENDOR NAME
AND
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES**

This Purchase 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 "Seller"), and Mississippi Department of Human Services having its principal place of business at 750 North State St., Jackson, Mississippi 39202 (hereinafter referred to as "Purchaser").

WHEREAS, Purchaser, based on General Request for Proposals ("RFP") No. M3PS2017, requested proposals for the acquisition of software, maintenance and services; and

WHEREAS, Seller was the successful proposer in an open, fair and competitive procurement process;

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

ARTICLE 1 TERM OF AGREEMENT

1.1 Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, the period of performance of software maintenance and support Services under this Agreement shall begin on date signed by all parties, and will continue in effect until the close of business on **INSERT DATE** (hereinafter referred to as "Initial Term"). At the end of the Initial Term, this Agreement may, upon the written agreement of the parties, be renewed for additional terms, the length of which will be agreed upon by the parties. Sixty (60) days prior to the expiration of the Initial Term or any renewal term of this Agreement, Seller shall notify Purchaser of the impending expiration and any inflation increase allowed for in this Agreement, and Purchaser shall have thirty (30) days in which to notify Seller of its intention to either renew or cancel the Agreement. Failure of the Seller to so notify Purchaser will result in the Seller providing the maintenance and support Services to Purchaser without charging penalties until a new contract can be negotiated. The parties shall negotiate a new contract in good faith within sixty (60) days of receipt of notification of the expiration of the contract.

1.2 This Agreement will become a binding obligation on the State only upon the issuance of a valid purchase order by the Purchaser following contract execution.

ARTICLE 2 FURNISHING OF SERVICES

2.1 Subject to the terms and conditions set forth herein, Seller agrees to provide and Purchaser agrees to buy as needed, the Products and Services listed in the attached Exhibit A and at the purchase price set forth therein, but in no event will the total compensation to be paid hereunder exceed the specified sum of \$**INSERT AMOUNT** unless prior written authorization has been obtained. Purchaser shall submit a purchase order signed by a representative of Purchaser

itemizing the Services to be purchased. The purchase order shall be subject to the terms and conditions of this Agreement. The parties agree that Purchaser reserves the right to adjust the quantities of purchases based upon the availability of funding or as determined necessary by Purchaser. Seller guarantees pricing for the Initial Term of this Agreement. In the event there is a national price decrease of the Services bid during this time, Seller agrees to extend the new, lower pricing to Purchaser.

2.2 The Services provided by Seller shall meet or exceed the minimum specifications set forth in the RFP No. M3PS2017 and the Seller's Proposals in response thereto.

ARTICLE 3 CONSIDERATION AND METHOD OF PAYMENT

3.1 During the Initial Term of this Agreement, Purchaser shall pay not-to-exceed amounts to Seller \$INSERT AMOUNT for year 1, \$INSERT AMOUNT for year 2, and \$INSERT AMOUNT for year 3 for the maintenance and support Services as detailed in Exhibit A. Seller shall submit an invoice annually with the appropriate documentation to Purchaser, including specific documentation of any inflation increase for any renewal term. Seller shall submit invoices and supporting documentation to Purchaser electronically during the term of this Agreement using the processes and procedures identified by the State. In no event will the total compensation to be paid hereunder for the Initial Term exceed the specified sum of \$INSERT AMOUNT, unless prior written authorization has been obtained. Purchaser 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 Purchaser within forty-five (45) days of receipt of the invoice. Seller understands and agrees that Purchaser is exempt from the payment of taxes.

3.2 In no event shall the cost for maintenance services for any renewal term increase by more than five percent (5%) per year or an increase consistent with the percent increase in the consumer price index, all Urban Consumer US City Average (C.P.I.-u) for the preceding year ("inflation increase"), whichever is less. Purchaser shall submit payments to: INSERT ADDRESS. All payments should be made in United States currency. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Seller's choice.

ARTICLE 4 WARRANTIES

4.1 Seller represents and warrants that Seller has the right to sell the Services provided under this Agreement.

4.2 Seller represents and warrants that the Services provided by Seller shall meet or exceed the minimum specifications set forth in the RFP No. M3PS2017 and Seller's Proposals in response thereto.

4.3 Seller 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 Seller shall, for a period of ninety (90) days from performance of the Service, perform the Services again, at no cost to Purchaser, or if Seller is unable to perform the Services as warranted, Seller shall reimburse

Purchaser the fees paid to Seller for the unsatisfactory Services.

4.4 Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Seller agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Seller understands and agrees that any breach of these warranties may subject Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

4.5 Seller represents and warrants, to the best of its knowledge, that neither the replacement parts provided to Purchaser under this Agreement nor their use by Purchaser will violate, infringe, or constitute an infringement of any patent, copyright, trademark, servicemark, trade secret, or other proprietary right of any person or entity.

4.6 Seller represents and warrants that it has and will obtain and pass through to Purchaser any and all warranties obtained or available from any manufacturer of the replacement parts supplied to Seller for use by Purchaser.

4.7 Seller understands and agrees that pursuant to Section II-7-18, Section 75-2-315.1, and Section 75-2-719 of the Mississippi Code Annotated, there is no disclaimer of the implied warranties of merchantability and fitness for a particular purpose.

4.8 The parties understand and agree that pursuant to Section 100 of the Mississippi Constitution, the State can’t agree to indemnify Seller or any third party.

4.9 Contractor represents and warrants that it will comply with all of the requirements defined in IRS Publication 1075 as set forth in Exhibit B and the requirements as defined in the document entitled :Safeguarding and Reporting Responsibilities for Personally Identifiable Information: as set forth in Exhibit C, both of which are attached hereto and incorporated herein by reference.

ARTICLE 5 EMPLOYMENT STATUS

5.1 Seller shall, during the entire term of this Agreement, be construed to be an independent

contractor. Nothing in this Agreement is intended to nor shall it be construed to create an employer-employee relationship or a joint venture relationship.

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

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

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

ARTICLE 6 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

Seller will be responsible for the behavior of all its employees and subcontractors while on the premises of any Purchaser location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive, or offensive to any of the staff will be asked to leave the premises and may be suspended from further work on the premises. All Seller employees and subcontractors who will be working at such locations shall be covered by Seller'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 Seller represents all contractors, third parties, and/or subcontractors Seller has assembled for this project. The Purchaser is required to negotiate only with Seller, as Seller's commitments are binding on all proposed contractors, third parties, and subcontractors.

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

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

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

ARTICLE 9 AVAILABILITY OF FUNDS

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

ARTICLE 10 TERMINATION

Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, as follows: (a) upon the mutual, written agreement of the parties; (b) 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) Purchaser may terminate the Agreement in whole or in part without the assessment of any penalties upon thirty (30) days written notice to Seller if Seller becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, or (d) Purchaser may terminate the Agreement without the assessment of any penalties for any reason after giving thirty (30) days written notice specifying the effective date thereof to Seller. Upon termination, Seller shall refund any and all applicable unexpended prorated annual service fees previously paid by Purchaser. The provisions of this

Article do not limit either party's right to pursue any other remedy available at law or in equity.

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. Seller expressly agrees that under no circumstances shall Purchaser be obligated to pay an attorneys fee, prejudgment interest or the cost of legal action to Seller. Further, nothing in this Agreement shall affect any statutory rights Purchaser may have that cannot be waived or limited by contract.

ARTICLE 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 section of this Agreement.

ARTICLE 15 HOLD HARMLESS

To the fullest extent allowed by law, Seller shall indemnify, defend, save and hold harmless, protect and exonerate Purchaser, and the State, 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 the negligence or willful acts or omissions of Seller 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

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

ARTICLE 17 AUTHORITY TO CONTRACT

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

ARTICLE 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. Purchaser's address for notice is: John Davis, Executive Director, Mississippi Department of Human Services, 750 North State St., Jackson, Mississippi 39202. Seller's address for notice is: **INSERT NAME, TITLE, AND 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

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

ARTICLE 20 INSURANCE

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

ARTICLE 21 DISPUTES

Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Seller and Purchaser shall be decided by the Executive Director of MDHS 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

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

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

ARTICLE 23 CONFLICT OF INTEREST

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

ARTICLE 24 SOVEREIGN IMMUNITY

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

ARTICLE 25 CONFIDENTIAL INFORMATION

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

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

25.3 The parties understand and agree that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the

services provided; the price to be paid; and the term of this Agreement shall not be deemed confidential information.

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 Seller on the basis of draftsmanship or preparation hereof.

ARTICLE 27 NON-SOLICITATION OF EMPLOYEES

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

ARTICLE 28 ENTIRE AGREEMENT

28.1 This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto, including all terms of any unsigned or "shrink-wrap" license included in any package, media or electronic version of Seller-furnished software, or any "click-wrap" or "browse-wrap" license presented in connection with a purchase via the internet. The LOC, General RFP No. 3849 and Seller's Proposals in response thereto are hereby incorporated into and made a part of this Agreement.

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

- A. This Agreement signed by both parties;
- B. Any exhibits attached to this Agreement;
- C. LOC;
- D. General RFP No. 3849 and written addenda, and
- E. Seller's Proposals, as accepted by Purchaser, in response to the LOC and General RFP No. 3849.

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

ARTICLE 29 SURVIVAL

Articles 4, 11, 15, 19, 24, 25, 27, 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 30 DEBARMENT AND SUSPENSION CERTIFICATION

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

ARTICLE 31 COMPLIANCE WITH ENTERPRISE SECURITY POLICY

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

ARTICLE 32 TRANSPARENCY

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

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

**State of Mississippi, Department of
Human Services**

INSERT VENDOR NAME

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: John Davis

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

EXHIBIT A
PAYMENT SCHEDULE

EXHIBIT B

CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

In performance of this contract, 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 performed under the supervision of the contractor or the contractor's responsible employees.

(2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

(3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. 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 this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

(4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

(5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

(6) 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.

(7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(8) (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 shall 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 or imprisonment for as long as five years, or both, together with the costs

EXHIBIT C

SAFEGUARDING AND REPORTING RESPONSIBILITIES FOR PERSONALLY IDENTIFIABLE INFORMATION (PII)

The state agency's employees, contractors, and agents who access, use, or disclose SSA data in a manner or purpose not authorized by the Agreement may be subject to both civil and criminal sanctions pursuant to applicable Federal statutes. The state agency will provide its contractors and agents with copies of the Agreement, related IEAs, and all related attachments before initial disclosure of SSA data to such contractors and agents. Prior to signing the Agreement, and thereafter at SSA's request, the state agency will obtain from its contractors and agents a current list of the employees of such contractors and agents with access to SSA data and provide such lists to SSA.

Contractors of the state agency must adhere to the same security requirements as employees of the state agency. The state agency is responsible for the oversight of its contractors and the contractor's compliance with the security requirements. The state agency must enter into a written agreement with each of its contractors and agents who need SSA data to perform their official duties. Such contractors or agents agree to abide by all relevant Federal laws, restrictions on access, use, disclosure, and the security requirements contained within the state agency's agreement with SSA.

The state agency must provide proof of the contractual agreement with all contractors and agents who encounter SSA-provided information as part of their duties. If the contractor processes, handles, or transmits information provided to the state agency by SSA or has authority to perform on the state agency's behalf, the state agency should clearly state the specific roles and functions of the contractor within the agreement. The state agency will provide SSA written certification that the contractor is meeting the terms of the agreement, including SSA security requirements. The service level agreements with the contractors and agents must contain non-disclosure language as it pertains to SSA-provided information.

The state agency must also require that contractors and agents who will process, handle, or transmit information provided to the state agency by SSA to include language in their signed agreement that obligates the contractor to follow the terms of the state agency's data exchange agreement with SSA. The state agency must also make certain that the contractor and agent's employees receive the same security awareness training as the state agency's employees. The state agency, the contractor, and the agent should maintain awareness-training records for their employees and require the same mandatory annual certification procedures.