



State of Mississippi

Request for Proposals Procurement Card Services (RFP # 3120000975)

MS Department of Finance and Administration
Office of Purchasing, Travel and Fleet Management
501 North West Street
701 Woolfolk Building, Suite A
Jackson, Mississippi 39201

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Section I – General Information

1. Objective

The State of Mississippi is seeking to replace the existing contract for Procurement Card Services due to expire March 31, 2017. This Request for Proposals (RFP) will be used to establish a contract with a single vendor to meet the State's purchasing card needs. It is the intent of the State to maximize the use of state funds; therefore, at this time a procurement card program with rebates/revenue sharing is required.

2. General and Background Information

The State of Mississippi, Department of Finance and Administration (DFA), through the Office of Purchasing, Travel and Fleet Management is soliciting competitive written proposals from qualified vendors to establish a contract with a vendor, who shall provide procurement cards, travel cards, declining balance cards – including but not limited to agency clothing cards and Education Enhancement Fund cards (EEF) and other applicable services for use in making small dollar purchases by governmental entities. The contract will be available for use by all state agencies (including universities) and governing authorities within the geographic limits of the State of Mississippi.

The State of Mississippi currently has a Small Purchase Procurement Card Program, which includes more than one hundred state agencies, universities, and participating governing authorities across the State. Under the program, cards are issued to individual employees, departments, boards, and agencies/entities, which allow employees to make small dollar purchases (under \$5,000) of commodities and some services.

Currently, there are some state universities operating under separate and distinct card programs (with larger transaction limits and other personalized controls). It is the intention of the DFA to encourage those universities to join any program resulting from this RFP in order to maximize the use of state funds.

3. Estimated Quantities

State of MS Small Purchase Card Program data through 2015:

- Approximately 161 state agencies (including universities) and governing authorities utilize the procurement card program, 148 school districts utilize the EEF card program, and 142 state agencies and governing authorities utilize the travel card program
- Approximately 39,271 plastic purchasing cards were issued, with an estimated total expenditure of \$37,629,860.00
- Approximately 330,072 transactions have been made

University data (for those universities under separate programs):

- 3 institutions; approximately 1,770 cards
- Approximately \$76,280,000 in spend

4. **Timeline**

Date	Action
December 16, 2016	RFP Released
December 30, 2016	Written Questions Due to Office of Purchasing, Travel and Fleet Management
January 6, 2017	Written Responses to Questions Released
January 31, 2017	Proposals Due at Office of Purchasing, Travel and Fleet Management
Week of February 13, 2017	Presentations (if deemed necessary)
February 24, 2017	Vendor Selected
March 1, 2017	Contract Effective Date

If deemed necessary by the Office of Purchasing, Travel and Fleet Management some proposers identified as having submitted a proposal within a competitive range which could reasonably lead to an award may be asked to make presentations in Jackson, Mississippi. All such presentations will be at the expense of the proposer and sufficient notification will be given if a request for a presentation is made by the State.

Following any requested presentations, the State reserves the right to solicit Best and Final Offers (BAFOs) from those proposers in the competitive range in accordance with Section 3.107 of the Mississippi Procurement Manual.

5. **Submission of Proposals and Due Date for Proposals**

Proposals are due at the Office of Purchasing, Travel and Fleet Management on January 31, 2017 by 2:00 p.m. Central Standard Time. Any proposal received after the deadline will not be considered.

Submit one (1) original and five (5) copies, clearly identified as such, which must be signed, in **blue ink**, by an official authorized to bind the offeror to the proposal provisions. The copy marked “Original” shall take precedence over any other copies, should there be a discrepancy. All original proposal submissions shall be submitted in a loose leaf binder.

One (1) USB Flash Drive of the entire proposal must be submitted.

Proposals must be submitted to and labeled:

DFA Office of Purchasing, Travel and Fleet Management
 State of MS, Procurement Card Services
 501 North West Street
 701 Woolfolk Building, Suite A
 Jackson, MS 39201

If using a commercial delivery company, which requires that you use their shipping package, your proposal should be sealed separately and labeled as stated above within the commercial packaging to prevent premature opening. Parties submitting proposals assume all risks of delivery. Facsimile or e-mail proposals will not be accepted.

6. Issuing Written Questions/Responses

All written questions concerning this RFP should be addressed to the following:

DFA Office of Purchasing, Travel and Fleet Management
State of MS, Procurement Card Services
501 North West Street
701 Woolfolk Building, Suite A
Jackson, MS 39201

Or:

Email: Purchasingandtravel@dfa.ms.gov

Fax: (601) 359-3910

The deadline for submitting written questions (by fax, mail, or email) is December 30, 2016. Questions must be clearly marked "Procurement Card Services Questions". Copies of all written questions submitted and the responses to those questions will be mailed or emailed to all parties who received a copy of the solicitation. Responses will be issued on January 6, 2017. Prospective Offerors should note that all clarifications and exceptions, including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a proposal.

7. Errors and Omissions

The offeror shall not take advantage of any errors and/or omissions in this Request for Proposals or resulting Contract. The offeror must promptly notify the Office of Purchasing, Travel and Fleet Management of any errors and/or omissions that are discovered.

8. Contract Period

Anticipated contract effective date is March 1, 2017. A contract will be awarded, if any, to the offeror whose proposal is determined to be the most advantageous to the State. The contract will be in effect for a period of thirty-six (36) months with an option to renew for up to two (2) additional twelve (12) month periods. There will no option to change any prices upon contract renewal.

9. Payment Terms

Section 31-7-305 of the Mississippi Code Ann., as amended, allows a state entity to pay invoices within forty-five (45) days without penalty and allows for an interest rate of 1 ½ % to be applied to any unpaid, undisputed balance not paid within forty-five (45) days.

10. Contractor Information

Services procured under this Request for Proposals shall not deviate from those originally contracted for without written approval from the Office of Purchasing, Travel and Fleet Management.

This Request for Proposals shall, until revised or rescinded by the Office of Purchasing, Travel and Fleet Management, apply to each future purchase and contract for the services described herein.

It is the intent of this Request for Proposals to obtain a service that will adequately meet the needs of the user while promoting the greatest extent of competition that is practicable. It is the responsibility of the prospective offeror to review the entire Request for Proposals packet and to notify the Office of Purchasing, Travel and Fleet Management, if the Request for Proposals is formulated in a manner which would unnecessarily restrict competition.

11. Format of Proposals

The proposal format submitted should be in the best interest of the respondent so that the evaluation process can proceed in a timely manner. The proposals shall be prepared simply and economically, providing a straight forward, concise description of capabilities.

Part I – Proposal Appearance:

1. General Proposal Appearance:
Respondents shall submit proposals in a loose leaf three ring binder. The official name of the vendor submitting the proposal must appear on the outside of the front cover of the binder.
2. The offeror shall complete the Request for Proposals Form and this form shall be the first form inside of the binder.
3. Title Page:
Indicate name, address and phone number of the offeror, including contact person and name(s) of the person(s) who prepared the proposal, and the location of offeror's principal place of business if different from contact person.
4. Table of Contents:
Include a Table of Contents outlining each section of the proposal.
5. Executive Summary:
Provide a brief description of the card services available and highlight the strengths and capabilities of your company to provide such services.

6. Offeror's Mandatory Requirements:

See Section III – Specifications & Program Parameters and Section V – Miscellaneous Requirements

Part II – Financial:

The provided Fees and Charges Proposal Form of the proposal should consist of the program costs. The State currently seeks a purchasing card program that has no cost (i.e. no set up costs, annual costs, conversion costs, license costs, etc.). However, the State acknowledges that there may be some fees associated with special services. Offerors must identify all fees. Annual card fees will not be allowed.

The fees that are proposed will be evaluated for reasonableness of cost for each section submitted with this proposal, and if needed, serve as the basis for subsequent negotiations of fees if necessary. Any conditions or contingencies associated with these fees must be clearly stated. All fees included in this submittal must be inclusive of all direct and non-direct costs (costs borne by merchants).

NOTE:

In addressing fees, it is the State's intent to remain as flexible and open as possible to the various fee formulas typically utilized by vendors while, at the same time, meeting the needs of the State. Excessive fees (when compared to other proposals) could be considered a deterrent to card acceptance and therefore could be viewed negatively during the proposal evaluations. It is the goal of the State to have a card program that is accepted by the greatest number of merchants.

Rebates/Revenue Sharing:

The provided Rebate Proposal Form of the proposal consists of the rebate or revenue sharing schedule. The offeror shall indicate any rebate or revenue sharing that will be provided based on the total aggregated volume of all contract users for the procurement purchasing card. All agencies and entities utilizing the program will receive rebate or revenue sharing directly. The contractor will submit the rebate or revenue sharing check for each card program; along with the statistical spend data for the preceding year, to the agency or institutions. After the first anniversary period, the agency or institution may want to receive their rebate or revenue sharing checks semi-annually. In addition, a copy of the statistical spend data shall be provided to the Office of Purchasing, Travel and Fleet Management annually. The offeror shall report all contract usage and shall show all calculations in determining the final amounts of rebates or revenue sharing to the agencies.

Offeror must allow for any government entity or university that participates in the State's Procurement Card Program to benefit from increased program rebate or revenue sharing due to consolidating overall program spend. Additionally, the offeror must provide a means by which any participating entity can earn points for earlier payment.

Example: A specific participant should NOT be penalized by the payment cycle of any other participant, other than their own. Should a participating entity be on a ten day pay cycle, then the entity should be entitled to all aggregate rebate or revenue sharing, as well as early pay incentives.

The Offeror's rebate or revenue sharing or incentives shall be firm for the entire duration of the Contract.

Part III – Assurances

The offeror shall:

Indicate agreement with the terms and conditions as set forth in this Request for Proposals. If the offeror objects to any of the terms and conditions, the offeror shall so state and shall indicate any revisions desired by the offeror. Please note that any revisions may be considered adequate cause for rejection of the proposal as non-responsive.

Include the following statement: The prospective offeror represents as a part of such offeror's bid or proposal that such offeror has/has not (use applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If such a person or agency has been retained, the arrangement must be fully disclosed in writing.

12. Oral Presentations and Best and Final Offers

In the event the Office of Purchasing, Travel and Fleet Management deems it necessary to have the offeror further explain or demonstrate the functions of the proposal, offerors may be required to participate in oral presentations for the purpose of explaining and/or clarifying characteristics or significant elements related to the proposal. Offerors will not be allowed to alter or amend their proposals through the presentation process. Only representatives of the State and the presenting offeror will be permitted to attend the oral presentations and/or demonstrations.

Offerors may be asked to provide a website link through which the evaluation team can access a live test site to demonstrate Offeror's Procurement Card Services and technologies. The evaluation team will evaluate, at a minimum, the following tasks and / or capabilities:

- a) Managing/Billing Level Set-up
- b) Cardholder Set-up
- c) Online Statement Capabilities
- d) Online Data Reports Available
- e) Cost Accounting Structure
- f) Transaction Viewing
- g) Online Reconciliation
- h) What is viewable for Cardholder, Billing Office, Accounts Payables
- i) Web-based Training
- j) Web-based Help Desk

After any requested presentations, the State may request Best and Final Offers (BAFOs) and will establish a common date and time for the submission of the written BAFOs from offerors having submitted potentially acceptable proposals.

13. Acceptance of Proposals

The Office of Purchasing, Travel and Fleet Management reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP, which does not affect the price of the proposal, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of the Office of Purchasing, Travel and Fleet Management. Waivers, when granted, shall in no way modify the RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements if the party is awarded the contract.

14. Rejection of Proposals

The Office of Purchasing, Travel and Fleet Management reserves the right, in its sole and complete discretion, to reject any proposal, in whole or in part, when it is determined to be in the best interest of the State. Offerors whose proposals are unacceptable shall be so notified promptly.

15. Disposition of Proposals

All submitted proposals become the property of the Mississippi Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management. Proposals will not be returned to the offeror.

16. Alternate Proposals

The Office of Purchasing, Travel and Fleet Management has identified the basic approach to meeting its requirements, allowing offerors to be creative and propose their best solution to meeting these requirements. The Office of Purchasing, Travel and Fleet Management will not accept alternate proposals.

Section II – Conditions of Solicitation

1. General Conditions

The release of the Request for Proposals does not constitute an acceptance of any offer, nor does such release in any way obligate the Office of Purchasing, Travel and Fleet Management to execute a contract with any other party. The Office of Purchasing, Travel and Fleet Management reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with the Office of Purchasing, Travel and Fleet Management.

The offeror shall assure compliance with the following conditions of this Request for Proposals:

- Any proposal submitted in response to the Request for Proposals shall be in writing.
- The Office of Purchasing, Travel and Fleet Management will not be liable for any costs associated with the preparation of proposals or negotiations of contract incurred by any party.
- The Office of Purchasing, Travel and Fleet Management also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services, or prices. Therefore, all parties are advised to propose their most favorable terms initially.
- Contracted parties will be required to assume full responsibility for all specified products and services and may subcontract only as specified in the RFP.
- Offerors may designate those portions of the proposal, which contain trade secrets or other proprietary data, which remain confidential in accordance with the Sections 25-61-9 and 79-23-1 of the Miss. Code Ann., as amended. Any such confidential information shall be on colored paper, thus making the documents easily identifiable.
- The Office of Purchasing, Travel and Fleet Management reserves the right to cancel this solicitation when it is determined, in writing, to be in the best interest of the State.
- Any proposal received after the time and date set for receipt of proposals is late. Any withdrawal or modification of a proposal received after the time and date set for receipt of proposals at the place designated for receipt is late. No late proposals, late modification, or late withdrawal will be considered unless receipt would have been timely but for the action or inaction of State personnel directly serving the procurement activity.
- The multi-term contract will be canceled if funds are not appropriated or otherwise made available to support continuation or performance in any fiscal year succeeding the first; however, this does not affect either the State's rights or the Contractor's rights under any termination clause in the contract.

- The offeror represents that it has not retained a person to solicit or secure a State contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the offeror's bid or proposal.
- The bidder, offeror, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in the State of Mississippi Procurement Manual, Section 9.105 (Gratuities).
- Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, or by identifying the amendment number and date in the space provided for this purpose on the proposal form. The acknowledgement must be received in the Office of Purchasing, Travel and Fleet Management by the time, date and at the place specified for receipt of proposals.
- The Offeror certifies that the rebate or revenue sharing and fees submitted in response to the solicitation have been arrived at independently and without - for the purpose of restricting competition - any consultation, communication, or agreement with any other offeror, bidder or competitor relating to those rebate or revenue sharing and fees, the intention to submit a proposal, or the methods or factors used to calculate the rebate or revenue sharing and fees proposed.
- Each participating authorized agency will determine to whom the cards should be issued. The authorized agencies must have the ability to designate more than one administrator and cards should not be issued without prior approval from the Office of Purchasing, Travel and Fleet Management, Program Administrator(s) or those entities with delegated approval authority to issue cards.
- The contractor must make all requested changes to cardholder or agency accounts when requested in writing by the Office of Purchasing, Travel and Fleet Management Program Administrator(s) or those entities with delegated authority to make changes. The changes must be made within 48 hours after receipt of written request. The individual cardholder will not be permitted to request changes.
- No form of travel checks, convenience checks, or cash advances will be allowed on the State's Procurement Card Program.

2. Legal and Technical Support

The offeror shall utilize its knowledge and understanding of applicable legal standards and comply with recognized professional standards and generally accepted principles applicable to the services described in this contract. The offeror shall consult with the Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management concerning its implementation of the requirements of this section. In the event of a challenge in which the products or services provided under this contract is an issue (other than a challenge based on infringement of copyright or other proprietary rights of a third party), the Offeror shall cooperate with the Department of

Finance and Administration, Office of Purchasing, Travel and Fleet Management and/or the State of Mississippi in the defense of the issue and shall provide reasonable technical and legal support with regard to the Offeror's activities under this contract without additional charges to the Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management or the State.

Section III – Specifications and Program Parameters

The Office of Purchasing, Travel and Fleet Management reserves the right to request additional support from the contractor in the event that more streamlined oversight is necessary. Examples of additional requests include:

- Requests for additional data to be submitted to the program administrator each month
- Notification of purchases over a certain dollar amount or from a certain vendor

1. Representation

The Office of Purchasing, Travel and Fleet Management will designate a representative who will act as the State's primary contact with the contractor during the course of the contract – also known as the Program Administrator. This representative will be responsible for conferring with any and all parties necessary to resolve unanticipated issues or requirements that might occur. This representative will also be the state liaison for implementing or initiating change to the program, including new authorization strategies, trials and pilots, new techniques or uses for the program. The assigned representative will communicate to contractor on behalf of procurement card users from state agencies and governing authorities.

Additionally, some participating entities will have delegated authority to their individual administrators which will allow them to serve all primary functions of the Program Administrator with respect to their individual entity.

2. Account Types

All Accounts are to be made visible to those persons with the State of Mississippi Program Administrator Access. Overall transaction and credit limits may vary from card to card, agency to agency.

- Regular procurement cards - Carded accounts for purchases of commodities and some services (transaction limits of up to \$5,000); Agencies may also require multiple strategies (i.e. transaction limits) within their organization. Cards can either be assigned to an individual or to a department/agency that multiple employees can utilize. Transaction limits start at \$100. At this time all cards are limited to \$5,000 per transaction; however, the State may delegate authority to some participating entities to authorize larger transactions.
- Travel cards – Carded accounts for purchases of all travel related expenses such as airfare, hotel fees, transportation fees – rental vehicles, toll fees, taxi fare, fuel for rental vehicles, etc. Cards can either be assigned to an individual or to a department/agency that multiple employees can utilize.

- Travel Cardless Accounts – These accounts will have the same parameters as regular carded travel cards but these accounts will not have a tangible, plastic card. All information for cardless accounts will be transferred to the appropriate parties via encrypted/protected email. Cards can be either be assigned to an individual or to a department/agency that multiple employees can utilize.
- Declining Balance Cards – issued to approved agencies with a set dollar amount that declines over time. Cards are not renewed from year to year. Cards will be reissued every year with a new account number.

All Procurement and Travel cards are to be EMV chip protected.

3. Transaction Validation

The Office of Purchasing, Travel and Fleet Management specifies overall program parameters, including the specification and approval of valid strategies for the State of Mississippi small purchase card program. For example, cash advances and entertainment type expenditures are strictly prohibited.

The procurement card coordinators of participating agencies specify how each agency's procurement cards are used, within the parameters of the statewide procurement card program:

- Account Credit Limit - Credit limit assigned to each account, based on usage needs and internal control considerations
- Agency Credit Limit - Credit limit assigned to each control / billing account, based on usage needs and internal control considerations
- Select agencies will be given specific program coordinator access. This access includes but is not limited to:
 - Program Administrator Access (just for their specific agency)
 - The ability to request/set up new accounts, close accounts no longer needed, to put an override strategy in place for declined purchases
 - The ability to increase transaction limits over \$5,000
 - The unlimited access to all cards assigned to their agency
 - The ability to communicate with the contracted financial institution on behalf of their specific agency

4. Card Format

The following information shall be placed on the front of the card:

- STATE OF MISSISSIPPI (OR UNIVERSITY NAME)
- FOR OFFICIAL USE ONLY
- Tax-Exempt
- The name of the State agency (or a second line of embossing specified by agency) and the cardholder's name
- The seal of the State of Mississippi –Travel Cards
- A picture of the State Capitol Building for all other procurement cards
- Institutions of higher learning may substitute unique university logos and/or pictures to replace the State Seal/State Capitol Building

The following information shall be placed on the back of the card:

- Contractor's toll free contact number

The vendor should propose a card design to be used for the State of Mississippi small purchase card program purchasing cards which conforms to the requirements above.

5. Card Issuance and Program Functionality

The offeror shall be responsible for the embossing and printing of the procurement cards. The offeror will be required to mail all cards issued within five (5) to ten (10) business days or sooner after the offeror receives cardholder account set-up information. Cards will only be mailed to the Office of Purchasing, Travel and Fleet Management or designated location of those participating entities with delegated administrator authority. The proposal must provide detailed information on the proposed card processes including, but not limited to:

- Card generation, paper process/electronic online process
- Restrictions on how many lines or characters that can be embossed on a card
- Card delivery (time frames) and activation process
- Card security
- Card cancellation, temporary suspension, card termination and replacement (lost and stolen cards) – including reporting
- Card re-issuance (time frame)
- Card reporting and notification process
- Card issuance and expiration time periods
- Addition of new cardholders within an established program
- Fraud, Disputes and Charge backs
- Billing Statements (Methods of how bills may be received; online, email, mail, etc.)
- Declining Balances
- Issuing a card to a new cardholder
- Editing hierarchy levels

- Allowing Manager of a specified agency (with no card) to view cards
- Making Changes Online – Real-time
- Setting transaction limits and increasing transaction limits electronically
- Increasing monthly limits electronically
- Number of transactions per day before the card declines
- Address Change
- Name Change
- Closing accounts in real-time
- Checking Authorizations against card – Real-time
- Checking Current Status of Card
- Checking Current Balance
- Editing or lifting restrictions on Merchant Category Codes (MCC) or other codes
- Online Reconciliation of transactions

6. Contractor's Electronic Operating System

The Contractor shall have and maintain an electronic operating system(s) that would support the State's procurement card program. The system utilized shall be maintained current during the life of the contract including any renewals. Upgrades to the system shall be performed in a manner that provides a transparent implementation or minimizes the impact to the State's program.

7. Compatibility with Operating Systems

The State of Mississippi has implemented e-procurement financial management systems. The Contractor must be willing to provide procurement card information and transaction detail to this system in a format compatible with all systems utilized by any state agency/governing authority that is a part of the procurement card program. Those systems include, but are not limited to: any SAP system (including the State's primary ERP system - MAGIC), or Banner, Oracle, or PeopleSoft systems.

Some state agencies have their own financial management systems and the contractor ***must*** provide downloads, data transmissions, and integration in support of each of these systems. A statement of understanding and willingness to support these types of systems must be included with submission of any contractor's proposal.

The awarded contractor shall be able to provide data downloads of all transactions on cards within each agency in the following file outputs but not limited to: CSV (comma delimited) format and XLS.

The program utilized to manage the State of Mississippi small purchase card program shall allow the program administrator and those individuals with delegated program administrator capabilities to extract/download data **at any given time** so that a report can be generated.

The data can be downloaded by the following areas:

- All Transactions (a data dump filtered by the date of transaction)
- Merchant Category Group
- Merchant
- Merchant Spend
- Card Spend

The data download file should be electronic and should include the following information:

- Vendor Name
- Charge Amount
- Accounting String (Fund, Organization, Account, Program, Activity, etc.) minimum 30 characters – each part is 6 characters
- Travel or Equipment Code
- Date transaction processed
- Date transaction occurred
- Merchant Category
- Last 4 digits of Credit Card number
- Merchant Transaction Number
- Agency Name
- Department Name
- Card Holder first name
- Card Holder last name
- Transaction Reference Number
- City of which the transaction occurred
- State of which the transaction occurred

An online reconciliation program should also be integrated with the program management system so that 100% audits can occur on a daily basis that can be managed on a hierarchical level. The reconciliation program should also be compatible with any state agency financial management system in order for a complete payment process to occur online.

8. Program and Transaction Data Reports

Critical to the operation of the State is the ability to obtain required transaction data as well as overall procurement card program information. The offeror will be required to provide versatile and comprehensive reporting capabilities. The State will also be looking for a system that has the most reporting capabilities at all hierarchical program levels and that is deliverable through various media. The proposal must provide detailed descriptions of all on-line query and reporting capabilities including standard and optional reports and any electronic means by which they can be transmitted to the State, including but not limited to:

- Ability to download transactions into excel spreadsheet
- Transaction Detail Report
- Decline Report
- Authorizations Report
- Cardholder Status Report
- Central Reconciliation Report
- Transaction Detail report for cardholder to verify transactions and receipts
- Ability to review reports that show a count of all active cards
- Ability to schedule various reports to run specific days
- Non-Activation Report
- Delinquency Reports
- Customized Reports (if applicable)
- Cardholder Statement (view online and print)

9. Card Acceptance

The intent of the State of Mississippi small purchase card program is to allow State agencies to make purchases easily and economically. Card acceptance at a wide variety of merchants throughout the State of Mississippi and the nation, as well as international transactions, is of utmost importance in maintaining a successful procurement card program.

10. Training

The Contractor shall be prepared to provide training at various levels during the contract period. This will include transition training, new cardholder training, training on new system capability, recertification training, fraud training for program oversight, and so forth. Upon notification by an authorized user agency that they will be utilizing the procurement card services contract, the contractor will be expected to make arrangements with that entity to provide training. Transition training shall be provided to agencies who are joining the program immediately no later than April 1, 2017. Training must be tailored to meet the needs of individual agencies. It is anticipated that the larger universities that do not currently participate in the program would join at a later time in order to support proper transition from their current programs.

Contractor will be required to provide training that will meet the specific needs of individual agencies to support implementation of the statewide procurement card program, including training conducted at various locations throughout Mississippi. Topics to be addressed include, but are not limited to, the proper use of the card, the responsibilities of the cardholder, agency, and the Department of Finance and Administration, procedures for setting up accounts, payment process, how to report lost/stolen cards, development of purchase restrictions, understanding billing and management reports, dispute resolution process, how to

change account information, and etc.

Each proposal should include information on the type of training materials, the location of training sessions, an estimate of time to budget for the training for each individual, and any other item necessary for training not already mentioned.

The offeror must provide training and any ongoing training for cardholders who utilize any systems offered in the contract. Cardholder training should be developed as a web-based training platform with abilities to create learning modules and testing capabilities.

11. Adding New Agencies to the Statewide Procurement Card Program

During the term of the contract it can be anticipated that new participants will be added. For example, the three state universities which are currently operating in separate programs would likely join this program later than March 1st due to the complexity of their integration.

The addition of new participants throughout the life of the program may also include new governing authorities in the program for the first time which will require audited financial statements to fit into the established program. In addition, it should be anticipated that new accounts will be added within an existing account as well as new cardholders within an account.

All of these needs will be required to be supported in the program structure utilized by the contractor.

12. Account Maintenance, Organizational Support, and Staffing

Card account support, maintenance and troubleshooting is required on a “24 hours a day, 7 days a week, 365 days a year” basis. This activity will include assistance for reporting lost or stolen cards, account inquiries, disputed transactions, limiting override authorization, and assisting agency procurement card coordinators in changing card attributes, limitations and restrictions, including the mechanism for requesting these changes and the time frames for processing these changes.

The State expects a dedicated (i.e., a primary individual or group of individuals) service group or contact person to act as customer service representatives. This service group or person shall be able to work with the State on an ongoing basis to improve and manage the program and shall be able to help facilitate change and resolve problems. While the State understands that turnover occurs, frequent turnover rates of every few months would be unacceptable. It is also expected that the Contractor will provide the availability of dedicated toll free telephone, FAX numbers and e-mail contacts for the account maintenance function and the availability of an electronic account maintenance system.

An agency's procurement card coordinator is authorized to request account changes from

the State Program Administrator or Contractor directly (where authority has been delegated) in order to change individual procurement cards, including credit limits, transaction dollar limits, and number of, account strategy, cardholder name and termination of a card, within the parameters of the overall Mississippi procurement card program. The State of Mississippi small purchase card program administrator or delegated agency administrator shall be able to make any changes to established accounts on the card program and to any new account set ups.

The offeror must provide highly skilled personnel in sufficient number to support the State of Mississippi's Procurement Card Program. In supporting the operation of the Procurement Card Program, the offeror must provide the following information regarding their organizational staffing:

- Identification of the account managers assigned
- Identification of all key support personnel assigned
- A statement indicating the responsibilities each staff member will have while supporting this program

The Contractor shall communicate with the Office of Purchasing, Travel and Fleet Management when significant problems occur (including fraudulent purchases, delinquent accounts, and disputes).

All accounts over 60 days delinquent shall be suspended until the delinquent amount has been paid in full by the agency.

The Contractor shall reissue cards no less than 15 days prior to a card's expiration date.

13. Disputed Transactions

The Contractor shall support multiple methods of handling and resolving disputed transactions which may include issuing a temporary credit pending dispute resolution.

14. Billing/Reporting

Each cardholder shall receive a monthly statement by mail or electronic statement. Each participating entity shall receive a consolidated master billing statement by mail (or electronic statement) and by the online system set in place for administrators to utilize. The cardholder reviews and verifies the expenditures and forwards the statement and supporting transaction documents to the program coordinator and agency's accounts payable personnel. Each agency then issues payment(s) for all, or part, of the cards within that agency.

The Contractor shall support a hierarchy access structure to data and reports. In other words, the Office of Purchasing, Travel and Fleet Management (program administrator) can view and report on all program data, an agency can view and report on only agency data, a sub-agency can only view and report on the sub-agency data.

The Contractor shall be able to report transaction volume and dollars by vendor, by type of vendor, by minority or woman owned businesses, 1099 reportable transactions, sales tax reporting for those transactions that are not tax exempt, etc.

The Contractor shall make available transaction data for both billed and unbilled transaction data.

15. Cardholder Information

It is the State's expectation that the contractor shall not sell, distribute or otherwise make available the list of participating agency addresses, or any other information to any person, firm or other entity for any purpose.

16. Contract Succession/Transition

The State expects the contractor to furnish phase-out training to a successor contractor and to exercise its best efforts to effect a cooperative, orderly, and seamless transition to a successor. The contractor would also be expected to provide sufficient and experienced personnel to ensure that the quality of services during the phase out period are not diminished or sacrificed.

The contractor would be expected to provide the State with a complete, current and accurate master copy of all non-proprietary account data in hard copy or other agreed upon medium in a format agreed upon by the State.

The contractor would be expected to settle all transaction disputes within 180 calendar days of the completed transactions.

17. Migration and Implementation Schedule

Offerors must propose one (1) implementation schedule that addresses all activities necessary to achieve a successful implementation on or around April 1, 2017. The implementation schedule shall include a time line for the various steps required, as well as risk mitigation strategies, to ensure that the implementation stays on schedule. The Office of Purchasing, Travel and Fleet Management will, through the evaluation process, choose the implementation date(s) that it deems to be in the best interest of the State. At its discretion, the State may reduce or extend the transition period. Items to be addressed in the implementation schedule should include but not be limited to:

- Contact information and roles and responsibilities for all Contractor Program Support Staff
- Schedule with dates and locations for program and technology solution training
- Information that will be discussed and estimated hours required
- Agency training methods and training materials
- Agency hierarchy establishment (i.e., Administrators, Coordinators, Liaisons, Reviewers, Cardholders, etc.)
- Billing process flow and associated reports
- Card controls and issuance options
- Card/account set-up
- Card/account production and distribution
- Card/account activation
- Electronic access set-up and testing
- Mapping for interface with the State's accounting system(s)
- Sample instructional guidebooks
- Review of state-specific policies and procedures
- Contractor's Guidelines (Policies and Procedures)
- Costs associated with migrating from one provider to another provider, if applicable.

18. Liability

The State of Mississippi will not accept any liability or financial responsibility for a state employee's charges that have been incorrectly authorized by offeror, including but not limited to those that:

- Exceed any of the limits specified to the contractor by a cardholder's agency or the Office of Purchasing, Travel and Fleet Management, or
- Violate any of the standard Industry Classification Code and/or Merchant Category Code restrictions specified to the contractor by a cardholder's agency or the Office of Purchasing, Travel and Fleet Management.

19. Program Information

All program information concerning the State of Mississippi Small Purchase Card program including but not limited to card spend, transactions, vendors associated with those transactions, and etc. shall be kept on file with the Contractor for the duration of the contract. If the Office of Purchasing, Travel and Fleet Management requests said information, the contractor shall be able to submit the information within five (5) to seven (7) business days. At the end of each calendar year, the data for that year shall be electronically sent to the program administrator. At the end of the contract, the contractor shall send all transaction data for the duration of the entire program to the program administrator electronically.

Section IV – Proposal Evaluation Criteria

1. Evaluation Criteria

The State will select a vendor through a formal evaluation process. Consideration will be given to capabilities or advantages that are clearly described in the proposal, confirmed by oral presentations or demonstrations, if conducted, and verified by information from reference sources contacted by the Program Administrator.

	Evaluation Factor Description	Evaluation Factor Points
	The Plan for Performing Required Services (Migration Plan, Card Issuance & Program Functionality, Business Requirements, Program Benefits & Features, Compatibility with Operating System(s))	40
	The Ability to Perform the Services (Contractor Organization Support & Staffing (Customer Service), Qualifications, Reporting Abilities, and Training Capabilities)	35
	Rebate/Revenue sharing	25
	Total	100

2. Method of Award

All proposals will first be reviewed to ensure they are complete and meet the minimum mandatory requirements. Responsive proposals submitted by the specified date, time and containing the described information in the proposal will be evaluated by an Evaluation Committee selected by the Office of Purchasing, Travel and Fleet Management. Those proposals that are incomplete and do not meet the minimum mandatory requirements will be rejected and will not be evaluated or scored.

The proposal selected will be the one determined to provide the “Best Value” to the State of Mississippi. The evaluation and award process for responses which meet the mandatory requirements of this RFP and our assessment of vendor responsibility will then be scored. The State RFP Evaluation Committee will evaluate and utilize consensus scoring to rate the proposals using the criteria in the RFP.

In a consensus scoring method, individual evaluators read the assigned proposals prior to evaluation work sessions and make notes of proposed scoring, observations of strengths and weaknesses, and questions regarding the vendor’s proposal. During consensus scoring sessions, the evaluation facilitator directs the team’s attention to each item in the specifications. The team will consider one proposal at a time. Once the team has arrived at a consensus score for an item in the proposal, the facilitator captures the consensus score along with the documentation of the team’s observations. Only the consensus score sheet and comments are official and become part of the procurement file. Individual team member evaluation worksheets and notes are collected and destroyed once the consensus scoring is completed.

Maximum points possible are specified in the table above. The State is under no obligation to make an award.

Section V – Miscellaneous Requirements

1. Qualifications

- Describe the extent of offeror's qualifications and experience in providing corporate cards to State and Federal governmental entities.
- Provide a list of State and Federal entities currently utilizing your services and the current total number of dollar volume, number of transactions and number of cards issued under each program listed.
- Describe offeror's overall financial strength, (e.g., profitability ratios, operational ratios, assets and liabilities, Standard & Poor Rating, etc.).
- Provide at least four (4) references from current clients, at least two (2) of which should be from universities who conduct research and have a minimum of 15,000 students. Each reference must contain the organization's name, contact person, contact person's title, and phone number. Indicate the type of program the client has with your company.
- Describe any new concepts or innovative ideas.
- List location(s) of your company's customer service call center(s).

2. Customer Support

- Describe your company's customer service capabilities, including the following:
 - Hours of customer service operation
 - Toll-free numbers
 - Cardholder complaints
 - Cardholder account management
- Describe how inquiries requiring research are handled by your company and the established turnaround times for responses.
- How many points of contact would we have with your company? (i.e. business account manager, card account representative, web-based solution/application manager, etc.)

3. Business Requirements

- Describe your company's collections procedures and explain what actions are taken at specified dates in the past due cycle. Include the following:
 - The manner and frequency in which past due notices are sent
 - Please provide samples of all notices used

- Under what conditions will a cardholder's charging privileges be suspended? Will a suspension be reinstated if requested by the State?
- The Authorized Agency shall be liable for the use of the card by authorized cardholders, provided that the use is within the transactions limits established by the State. The State will not accept liability for unauthorized use of credit cards and account numbers that are fraudulently used, lost or stolen. Please indicate your company's agreement to these terms or indicate what exceptions you would propose to apply in these scenarios.
- Offeror should indicate an agreement in its proposal a response to the following statements:
 - The Contractor shall not sell or distribute a list of participating Authorized Agencies, cardholder(s), addresses or any other information acquired from Authorized Agencies or cardholder(s) to any person, firm or other entity for any purpose. Note: (This does not intend to prevent the Contractor from complying with the requirements herein and the resulting contract for reports and reporting.)
 - Use of Government Employees' Names: The Contractor must agree not to use the names and addresses of Mississippi government employees for any purpose not directly related to and necessary for, fulfilling the terms of the contract awarded pursuant to this request.

4. Program Benefits and Features

- Provide a "Best Practice" on how to grow the State of Mississippi's Procurement Card Program.
- Describe any additional type of cards your company offers (i.e. virtual cards, one time use cards, etc.)
- What card platform(s) does your company offer? (e.g. VISA, MasterCard, AmEx, Discover, etc.)
- Authorized User Administrators must be notified in writing within 72 hours prior to any card suspension or cancellation. Describe the process for notification. (Internet and other electronic processes are preferred by the State.)
- Address in detail policies for reporting the participating entity to a credit reporting agency for past due account(s). Distinguish the actions that would be taken by the offeror from those actions that would be taken by a collection firm(s) to whom delinquent accounts have been sub-contracted by offeror.
- Describe the ability to indicate to vendors that purchases by the State are "Tax Exempt". (This may include embossing the words "Tax Exempt" and/or the tax-exempt number on the card or providing the State with a unique number sequence.)

- The State is contemplating extending the use of the Purchasing Card to utility charges and other larger ticket items for some authorized users. Describe your company's success in recruiting utility companies to accept a purchasing card and discuss the impact of these items on the rebate or revenue sharing structure to the State.
- Describe any post audit tools that can be utilized by participating agencies.
- The Office of Purchasing, Travel and Fleet Management, Program Administrator, and/or Agencies' Program Card Administrators, may establish single transaction dollar limits, monthly transaction limits, and vendor restrictions for cardholders. Describe or indicate any other limits or controls available.

5. Electronic Data

- What physical and software security measures does your company take to protect the confidentiality of your company's client's transaction information?
- Describe any unique features provided by your company's product(s) that we should consider.
- What technical support is available for your company's reporting package(s) and what hours are technical support available?
- Does your company have the ability to provide billing statements that will reflect the foreign currency transaction amounts (local currency) as well as the converted home currency equivalent (USD)?
- Describe what levels of data (i.e.: level 1, level 2, level 3), and line item detail is captured at the point of sale.

6. General

- What differentiates your company's services from that of other providers? Please describe how your company can provide a value added advantage in service and technology.
- What, if any, commercial card activities/services are outsourced to third parties?
- Please describe any recent technological enhancements to your company's product(s) and service(s).
- On average, how quickly would your company pay our suppliers?

7. Program Payment Options and Billing

The Offeror will be required to receive payment from the State of Mississippi agencies that process payments through the Department of Finance and Administration's electronic payment and remittance processor (PayMode). Note: Remittance detail is available in report and downloadable form from the State's PayMode website.

<http://www.dfa.ms.gov/applications/paymode/paymode-electronic-payment-and-remittance/>

- Describe all payment and billing options, including methods of payment and billing, including electronic. (The State reserves the right to migrate to another payment option at any time during the term of the contract based on the State's best interest).
- Describe your company's level of compliance and/or overall capabilities in regards to Automated Clearinghouse (ACH).
- Describe your company's specific capability to modify your system(s) to interface with the State system(s) and provide formats of any required remittance data formats.
- Describe and affirm your company's commitment to interface with the State's system(s) at no additional costs to the State.
- Describe your company's billing dates and/or billing cycle(s).
- The State currently requires that each cardholder receive a monthly statement and that the agency receive a consolidated master statement. Each agency issues one payment for all of the cards within that particular agency. Describe your company's ability to comply with this requirement for all participating agencies.

The Procurement Card Program will require the awarded Contractor to have a diversified system of delivering accounting/billing information. The State prefers to have an electronic access system for data exchange.

The program and transaction data must be provided through the Contractor's electronic access system. The system shall be able to provide electronic review and manipulation of all captured transaction information, including the ability to sort data by any field. The system shall also have the ability to filter out unnecessary information, edit account allocation manually, and split transaction amounts into sub-units for multi-account allocation. This includes summary roll-up, review and manipulation at different hierarchical levels.

8. Contract Execution

Should the State elect to make an award as a result of this RFP, the successful proposer must execute the State's standard personal service contract template, without substantive revisions, a sample of which is included in substantial form in Section VI. By submitting a proposal,

offerors understand and agree that any proposed revisions may deem an offeror's proposal nonresponsive.

9. Debriefings

Offerors may request a debriefing following the award of a contract, in accordance with Section 6.210 of the Mississippi Procurement Manual.

10. Protests

Protests concerning this solicitation or any resulting contract award shall be governed by the provisions of Chapter 6 of the Mississippi Procurement Manual.

Section VI – Terms and Conditions

PERSONAL SERVICE CONTRACT

This Personal Service Contract is made by and between the Department of Finance and Administration, a state agency, (the “DFA”) whose address is 501 North West Street, Suite 1301 Woolfolk Building, Jackson, Mississippi 39201 and _____, (the “Contractor”) whose address is _____ on the ____ day of _____, 20__, under the following terms and conditions:

1. **Scope of Services** *(Insert the scope of services to be performed by Contractor)*
The Contractor will provide services as specified in the *(Request for Proposal, Invitation for Bid, etc...)* (hereinafter referred to and attached as Exhibit “A”), and the *(Proposal Bid, etc...)* by Contractor dated *(insert date)* (hereinafter referred to and attached as Exhibit “B”).
2. **Contract Term** *(May be entered into for a period of time, not to exceed three (3) years, with two (2) optional renewals for one (1) year.)*
3. **Consideration** *(Insert payment amount, schedule of payments, etc...)*
4. **E-Payment** The Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The DFA 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 the agency within forty-five (45) days of receipt of the invoice.
5. **Paymode** Payments by state agencies using the Statewide Accounting System shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor’s choice. The State, may at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
6. **Availability of Funds** It is expressly understood and agreed that the obligation of the DFA 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. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the

DFA, the DFA shall have the right upon ten (10) working days written notice to the Contractor, to terminate this Agreement without damage, penalty, cost or expenses to the DFA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

7. **Record Retention and Access to Records** Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the Contractor agrees that the DFA or any of its duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this Agreement shall be kept by the Contractor for a period of three (3) years after final payment under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.
8. **Applicable Law** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Contractor shall comply with applicable federal, state, and local laws and regulations.
9. **Anti-Assignment/Subcontracting** Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. The Contractor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the DFA, which DFA may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer without said consent shall be null and void. No such approval by DFA of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of DFA in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
10. **Compliance with Laws** The Contractor understands that the DFA is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services.

The Contractor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

11. **Transparency** This Contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this Contract is subject to provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
12. **E-Verification** If applicable, the Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (1972, as amended), 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. The Contractor 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. The Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Contractor to the following:
 - (1) 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;
 - (2) the loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
 - (3) both. In the event of such cancellation/termination, the Contractor would also

be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit.

13. **Independent Contractor Status** The Contractor shall, at all times, be regarded as and shall be legally considered an Independent Contractor and shall at no time act as an agent for the DFA. Nothing contained herein shall be deemed or construed by DFA, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between DFA and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of DFA or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of DFA and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of DFA. No act performed or representation made, whether oral or written, by the Contractor with respect to third parties shall be binding on the DFA. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the DFA; and the DFA shall at no time be legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. DFA shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, DFA shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by DFA for its employees.
14. **Modification or Renegotiation** This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal, state and/or the DFA revisions of any applicable laws or regulations make changes in this Agreement necessary.
15. **Procurement Regulations** The contract shall be governed by the applicable provisions of the *Mississippi Procurement Manual*, a copy of which is available for inspection or downloadable at www.dfa.ms.gov.
16. **Representation Regarding Contingent Fees** The Contractor represents that it has not retained a person to solicit or secure a DFA contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid or proposal.
17. **Representation Regarding Gratuities** The Bidder, Offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.

18. **Termination for Convenience**

- (1) **Termination.** The DFA may, when the interests of the DFA so require, terminate this contract in whole or in part, for the convenience of the DFA. The DFA shall give written notification of the termination to the Contractor specifying the part of the contract terminated and when the termination becomes effective.
- (2) **Contractor's Obligations.** The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The DFA may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the DFA. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

19. **Termination for Default**

- (1) **Default.** If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified within this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the DFA may notify the Contractor in writing of the delay or nonperformance and if not cured within ten (10) days or any longer time specified in writing by the DFA, the DFA may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or failure to properly perform. In the event of termination in whole or in part, the DFA may procure similar supplies or services in a manner and upon terms deemed appropriate by the DFA. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- (2) **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the DFA, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the DFA has an interest.
- (3) **Compensation.** Payment for completed services delivered and accepted by the DFA shall be at the contract price. The DFA may withhold from amounts due the Contractor such sums as the DFA deems to be necessary to protect the DFA against loss because of outstanding liens or

claims of former lien holders and to reimburse the DFA for the excess costs incurred in procuring similar goods and services.

- (4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of Subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the DFA within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the DFA shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the DFA under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- (5) *Erroneous Termination for Default.* If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the DFA, be the same as if the notice of termination had been issued pursuant to such clause.
- (6) *Additional Rights and Remedies.* The rights and remedies provided under this clause are in addition to any other rights and remedies provided by law or under this contract.

20. **Stop Work Order**

- (1) *Order to stop work.* The DFA, may by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the DFA shall either:
 - (a) cancel the stop work order; or,
 - (b) terminate the work covered by such order as provided in the "Termination for Default" clause or the "Termination for Convenience" clause of this contract.
- (2) *Cancellation or Expiration of the Order.* If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - (a) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - (b) the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the DFA decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- (3) *Termination of Stopped Work.* If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- (4) *Adjustments of Price.* Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the "Price Adjustment" clause of this contract.

21. **Price Adjustment**

- (1) *Price Adjustment Methods.* Any adjustment in contract price pursuant to a clause in this contract, shall be made in one or more of the following ways:
 - (a) by agreement on a fixed price adjustment before commencement of the additional performance;
 - (b) by unit prices specified in the contract; or
 - (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
 - (d) by the price escalation clause.
- (2) *Submission of Cost or Pricing Data.* The contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.

22. **Oral Statements** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the DFA and agreed to by the Contractor.

23. **Ownership of Documents and Work Papers** The DFA shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Project which is the subject of this Agreement, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the DFA upon termination or completion of the Agreement. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the DFA and subject to any copyright protections.

24. **Indemnification** To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate DFA, the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely liable for all reasonable costs

and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

25. **Third-Party Action Notification** The Contractor shall give the DFA prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this Agreement.
26. **Notices** All notices required or permitted to be given under this Agreement must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor:

Name
Title
Address
City, State, & Zip Code

For the DFA:

Aubrey Leigh Goodwin
DFA/OPTFM Director
Post Office Box 267
Jackson, Mississippi 39205-0267

27. **Priority** The contract consists of this agreement, the request for proposal [number] (hereinafter "RFP" and attached as Schedule []), and the response proposal by [Contractor] dated [date] (hereinafter "Proposal" and attached as Schedule []). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the RFP and, if still unresolved, by reference to the proposal. Omission of any term or obligation from this agreement or attached Schedules [] or [] shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
28. **Change in Scope of Work** The DFA may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the DFA and the Contractor.

If the Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the DFA in writing of this belief. If the DFA believes that the particular work is within the scope of the

contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

29. **Contractor Personnel** The DFA shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or Subcontractors assigned to the work by the Contractor. If the DFA reasonably rejects staff or Subcontractors, the Contractor must provide replacement staff or Subcontractors satisfactory to the DFA in a timely manner and at no additional cost to the DFA. The day-to-day supervision and control of the Contractor's employees and Subcontractors is the sole responsibility of the Contractor.
30. **Recovery of Money** Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the DFA, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the DFA. The rights of the DFA are in addition and without prejudice to any other right the DFA may have to claim the amount of any loss or damage suffered by the DFA on account of the acts or omissions of the Contractor.
31. **Failure to Enforce** Failure by the DFA at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the DFA to enforce any provision at any time in accordance with its terms.
32. **Trade Secrets, Commercial and Financial Information** It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
33. **Termination Upon Bankruptcy** This contract may be terminated in whole or in part by [agency] upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

Witness our signatures, on the date first written.

(Insert Contractor)

Department of Finance and Administration

By: _____
Name
Title

By: _____
Laura D. Jackson
Executive Director

Appendix A – Request for Proposals Form

RFP Number: _____

Proposal Opening Date: _____

Proposal Opening Time: _____

Acknowledgement of Addenda (if applicable): _____

Legal Name of Firm, Company or Corporation: _____

Mailing Address

Street	City	State	Zip	Country
Telephone ()		Fax ()		

Toll Free Phone Number

Toll Free Fax Number

Contact Person

Title

Contact Number ()

E-Mail

Company Web Site

If you are not bidding, place an “x” in the box below and return this page only.

☐

WE ARE UNABLE TO BID AT THIS TIME.

In the event the contact for the bidding process is different from above, indicate contact information below.

Bidding Process Contact Name

Title

Mailing Address

Street	City	State	Zip
Toll Free Phone Number Local	Cell	Fax	

E-Mail:

By my signature below, I hereby represent that I am authorized to sign on behalf of the company stated above and do bind the offeror/company to the provisions of the attached proposal. The undersigned agrees to perform the specified professional services in accordance with the provisions set forth in the Request for Proposals. The undersigned fully understands and assures compliance with the Conditions of Solicitation and Standard Terms and the Conditions contained in the RFP. The undersigned is fully aware of the evaluation criteria to be utilized in awarding the contract and indicates acceptance of the contract form the State has provided without substantive revisions or understands that requesting revisions may deem the proposal nonresponsive, in the sole discretion of the State.

Authorized Signature

Date

Appendix B – Rebate Proposal Form

Offeror must provide a response to all rebates or revenue sharing offered and fee requirements contained herein. Offeror is to detail out any additional incentives, if applicable, other than based on volume (i.e. bonuses, growth incentives, etc.). Offeror should complete chart below with their rebate or revenue sharing proposal tiers, adding additional rows if applicable.

Purchase Card Annual Sales Volume		Cycle	30	30	30	30	30
		Rebates (Basis Point)	1-5 days	10 days	15 days	20 days	25-45 days
\$-0-	\$30,000,000						
\$30,000,001	\$60,000,000						
\$60,000,001	\$90,000,000						
\$90,000,001	+						

Appendix C – Fees and Charges

The State of Mississippi currently seeks a “No Cost” Purchasing Card Program. (i.e. no set up costs, no annual costs, no conversion costs, license costs, etc.) However, the State acknowledges that there may be costs associated with special services. Offeror should complete the chart below with fees, adding additional rows if applicable.

Note: The State of Mississippi Procurement Card Program does not allow the use of convenience checks and ATM access.

Fees/Charges	Price
Foreign Transaction Fee	\$
Custom File Programming	\$
Training Fees (Beyond Implementation)	\$
Rush Card Fee	\$
Transaction Fee (Charged to Merchants)	\$

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