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MDHS

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

John Davis
Executive Director

Division of Budgets and Accounting

Request for Proposals

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until September 20, 2016 by 3:00 p.m., Central Time for the acquisition of the product/services described below.

Electronic Employee Time Recording System
RFP NO. ETRS2016

Contact Person: Andrew Friday
Director of Procurement Services
Division of Budgets & Accounting
750 North State Street
Jackson, MS 39202
601-359-4763

MDHS WELCOMES PARTICIPATION OF MINORITY BUSINESSES (EXHIBIT L)

Invitation: Written proposals subject to the conditions herein stated and attached hereto, will be received at this office until September 20, 2016 by 3:00 p.m. Central Time, for furnishing the services as described below for the Mississippi Department of Human Services (hereinafter "MDHS").

Description: MDHS is hereby requesting written proposals to provide an electronic employee time recording system. MDHS will receive proposals from firms having specific experience and qualifications in the area identified in the solicitation. For consideration, proposals for the project must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by MDHS may be included elsewhere in the solicitation. Unless otherwise stated, all proposers shall provide profiles and resumes of the staff to be assigned to the project, references, illustrative examples of similar work performed, and any other information that clearly demonstrates the proposer's expertise in the area of the solicitation. A selection committee shall review and evaluate all replies. The selection committee will have only the response to the solicitation to review for selection of finalists. It is, therefore, important that respondents emphasize specific information pertinent to the work. Evaluation of the responses will based on the following criteria:

(1) The overall quality of the proposed plan for performing the required services (the plan should reflect an understanding of the project and its objectives). Describe how the services will be performed. Consideration will be given to the completeness of the response to the specific requirements of the solicitation. ***(Critical)***

(2) Proposer's ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.). This includes the ability of the proposer to provide a work product that is legally defensible. A narrative that includes specific timelines, education and general experience in providing the required services as outlined in the detailed specifications. ***(Very Important)***

(3) The personnel, equipment, facilities, and financial resources to perform the services currently available or demonstrated to be made at the time of contracting. ***(Important)***

(4) A descriptive overview of past performance of similar work in scope, size or discipline to the required services were performed or undertaken within the past three (3) years. ***(Important)***

(5) Cost. A narrative provided describing the proposed use of funds, cost effectiveness, accurate calculations and itemized budget breakdown of the funded services ***(Critical)***

Procurement Schedule

Task	Date
Advertisement Dates for RFP	August 15, 2016 and August 24, 2016
Receive Questions for Clarification Deadline	August 31, 2016, 3:00 p.m. CT
Respond in Writing to Clarification	September 6, 2016 @www.mdhs.ms.gov
Required Letter of Intent Deadline	September 13, 2016, 3:00 p.m. CT
Proposals Deadline	September 20, 2016, 3:00 p.m. CT
Evaluation of Proposals	September 22, 2016 – October 6, 2016 or later
Notification to Proposer(s)	October 11, 2016 or later
Contract Negotiations	Approx. October 11 – 13, 2016
Proposed Period of Performance	November 1, 2016 – October 31, 2019

NOTE: MDHS reserves the right to adjust the Procurement Schedule as it deems necessary.

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Proposals must be received by MDHS no later than the **official deadline** of:

September 20, 2016 by 3:00p.m., Central Time

Proposals must be submitted to: **Andrew Friday, Director of Procurement Services, Division of Budgets & Accounting, 750 North State Street, Jackson, Mississippi 39202.**

Proposals must be received by the above named party by the official deadline to be considered. Proposals will be time stamped as they are received by MDHS.

Any Proposals received after the deadline will be marked as being LATE and will not be opened. All proposals received by MDHS are deemed to be the property of MDHS and may be used as MDHS sees fit. MDHS will not be responsible for non-delivery or late delivery of proposals. **The Proposer alone is responsible for ensuring that their proposal package is delivered to Director of Procurement Services, Division of Budgets & Accounting no later than the official deadline.**

If using a commercial delivery company such as FedEx, UPS, USPS or any other public, private or commercial courier service that requires that you use their shipping package, your proposal should be sealed and labeled as stated above to prevent premature opening. Parties submitting proposals assume all risks of delivery, including late delivery, lost delivery or failure to deliver.

Lapses in protocol or deviations from the published standards can result in formal objections, legal challenges and delays in the overall award process, which will ultimately result in failure to provide the necessary services to the citizens of Mississippi.

MDHS

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

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Inquiries regarding this Request for Proposal must be directed to:

Andrew Friday, Director of Procurement Services
Division of Budgets & Accounting
Mississippi Department of Human Services
750 North State Street
Jackson, MS 39202
(601) 359-4763

Proposals and attachments must be submitted to:

Andrew Friday, Director of Procurement Services
Division of Budgets & Accounting
Mississippi Department of Human Services
750 North State Street
Jackson, MS 39202
(601) 359-4763

MDHS reserves the right to amend the contents of this RFP as it deems necessary. It is the Proposer's sole responsibility to monitor the website for amendments to this RFP to ensure that their response is pursuant to the amended RFP, if applicable. If applicable, the acknowledgement of amendment(s) must accompany the proposal immediately following the Proposal Cover Sheet (Exhibit A).

MDHS RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS WHERE THE PROPOSER TAKES EXCEPTION TO THE TERMS AND CONDITIONS OF THE RFP AND/OR FAILS TO MEET THE TERMS AND CONDITIONS AND/OR IN ANY WAY ATTEMPTS TO LIMIT THE RIGHTS OF MDHS AND/OR THE STATE OF MISSISSIPPI, INCLUDING BUT NOT LIMITED TO, THE REQUIRED CONTRACTUAL TERMS AND PROVISIONS SET FORTH IN THIS RFP.

MDHS
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

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MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
Division of Budgets & Accounting
750 NORTH STATE STREET
JACKSON, MISSISSIPPI 39202

1.0 Specifications, Terms and Conditions for Electronic Employee Time Recording System

1.1 General Statement:

The Mississippi Department of Human Services (hereinafter "MDHS"), in order to ensure that selection procedures for screening applicants for jobs with the state service in Mississippi are job related and legally defensible, is desirous of securing the services for an electronic employee time recording system. Additional information may be obtained by written request to Andrew Friday, Director of Procurement Services, Mississippi Department of Human Services, 750 North State Street, Jackson, MS 39202.

1.2 Authority to Contract

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) 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 (d) 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.

1.3 Detailed Minimum Specifications (Scope of Services):

See Exhibit ***"M"*** for Scope of Services.

2.0 Consultant's Written Proposal Shall Contain the Following Minimum Information:

(1) name, location of principal place of business, and the place of performance of the proposed contract,

(2) age of consultant's business and the average number of employees over the past three years;

(3) resume' listing abilities, qualifications and experience of all individuals who will be assigned to provide the required services;

(4) listing of three contracts under which services similar in scope, size, or discipline were performed or undertaken, including at least two (2) references for current contracts or those awarded during the past three (3) years (On a proposal form, list three (3) projects to include the names and addresses of the projects, the scope of the project, and the names and telephone numbers of the clients for reference purposes. All information

on the proposal form must be completed. Incomplete or unsigned proposal forms will be rejected.);

(5) a plan giving as much detail as is practical explaining how the services will be performed; and,

(6) an estimate of price.

3.0 Insurance Requirements

Independent Contractor represents that it will maintain workers' compensation insurance which shall inure to the benefit of all Independent Contractor's personnel performing services under this Contract, comprehensive general liability insurance, and employee fidelity bond insurance. Independent Contractor will furnish MDHS a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this Agreement.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. A certificate of insurance providing the aforesaid coverage shall be furnished to MDHS prior to commencement of services resulting from this RFP.

4.0 Renewal of Contracts

MDHS is seeking proposals which will lead to the establishment of a three (3) year contract, to begin on November 1, 2016 and end on October 31, 2019. MDHS shall have the option to renew this Contract for a two (2) year period, to begin on November 1, 2019 and end on October 31, 2021, following the initial three (3) year contract period, at the same terms and conditions included in this RFP and resulting Contract. This RFP seeks services to be provided from a single Contractor for all requirements contained herein.

5.0 Type of Contract – Firm Fixed Price Agreement

6.0 Rejection of Proposals

Proposals which do not conform to the requirements set forth in this RFP may be rejected by MDHS. Proposals may be rejected for reasons which include, but are not limited to, the following:

(1) the proposal contains unauthorized amendments to the requirements of the RFP;

(2) the proposal is conditional;

(3) the proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous;

(4) the proposal is received late;

(5) the proposal is not signed by an authorized representative of the party;

(6) the proposal contains false or misleading statements or references; and,

(7) the proposal does not offer to provide all services required by the RFP.

7.0 Informalities and Irregularities

The MDHS has the right to waive minor defects or variations of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a respondent with the proposal for the MDHS to properly evaluate the bid, the MDHS has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

8.0 Disposition of Proposals

All submitted proposals become the property of the State of Mississippi.

9.0 Competitive Negotiation

The bidding method to be used is that of competitive negotiation from which MDHS is seeking the best combination of price, experience and quality of service. Discussions may be conducted with proposers who submit proposals determined to be reasonably susceptible of being selected for award. Likewise, MDHS also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

10.0 RFP Does Not Constitute Acceptance of Offer

The release of the Request for Proposal does not constitute an acceptance of any offer, nor does such release in any way obligate MDHS to execute a contract with any other party. MDHS 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 MDHS.

11.0 Exceptions and Deviations

Proposers taking exception to any part or section of the solicitation shall indicate such exceptions in the proposal and shall be fully described. Failure to indicate any exception will be interpreted as the proposer's intent to comply fully with the requirements as written. Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.

12.0 Nonconforming Terms and Conditions

A proposal that includes terms and conditions that do not conform to the terms and conditions in the Request for Proposal is subject to rejection as non-responsive. MDHS reserves the right to permit the proposer to withdraw nonconforming terms and conditions from its proposal prior to a determination by the MDHS of non-responsiveness based on the submission of nonconforming terms and conditions.

13.0 Proposal Acceptance Period

The original and three (3) copies of the proposal and all attachments (four (4) copies total), along with a flash drive containing a PDF file of the proposal and all attachments, shall be signed and submitted in a sealed envelope or package to Andrew Friday, Director of Procurement Services, Mississippi Department of Human Services, 750 North State Street, Jackson, MS 39202 no later than the time and date specified for receipt of proposals. Timely submission of the proposal is the responsibility of the proposer. Proposals received after the specified time, shall be rejected and returned to the proposer unopened. The envelope or package shall be marked with the proposal opening date and time and the number of the request for proposal. The time and date of receipt shall be indicated on the envelope or package by the MDHS Business Office. Each page of the proposal and all attachments shall be identified with the name of the proposer.

13.1 Mailing or hand delivering one original and three (3) copies of the proposal. The original proposal and three (3) copies shall be submitted in a 3-ring binder for a total of four (4) binders, along with a flash drive containing a PDF file of the proposal and all attachments, delivered in one sealed package or envelope, and each individual binder labeled with the name of the Proposer and the RFP No. ETRS2016.

13.2 Required Letter of Intent

Proposers shall notify MDHS of their intention to submit a proposal. The letter of intent **(Exhibit B)** shall be submitted via email to **Kimbley.Hendrix@mdhs.ms.gov** by September 13, 2016, 3:00p.m. Central Time. The letter of intent shall include the title of this request for proposals, the proposer's organizational name and address, one (1) to two (2) sentences stating that the proposer's organization intends to submit a proposal for this service, location of the service area, and the contact person's name, title, phone number, fax number, Tax I.D. number, DUNS number, address and email address. **Kimbley.Hendrix@mdhs.ms.gov** shall acknowledge receipt of letter of intent via email. **A NON--ACKNOWLEDGEMENT is a NON-RECEIPT of required letter of intent.**

14.0 Expenses Incurred in Preparing Offers

MDHS accepts no responsibility for any expense incurred by the proposer in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the proposer.

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15.0 Proprietary Information

The proposer should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated §§ 25-61-9 and 79-23-1 (1972, as amended). Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures. **(Exhibit C)**

16.0 Additional Information

Questions about this Request for Proposal must be submitted in writing to **Kimbley.Hendrix@mdhs.ms.gov** at 750 North State Street, Jackson, Mississippi 39202. [Questions concerning the technical portions of the Request for Proposal should be directed to **Kimbley.Hendrix@mdhs.ms.gov** at 750 North State Street, Jackson, Mississippi 39202.] Proposers are cautioned that any statements made by the contact or technical contact person that materially change any portion of the Request for Proposal shall not be relied upon unless subsequently ratified by a formal written amendment to the Request for Proposal. All questions and answers will be published on MDHS' website (www.mdhs.ms.gov) in a manner that all proposers will be able to view by September 6, 2016 by 3:00p.m.CT.

17.0 Debarment

By submitting a proposal, the proposer certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi. **(Exhibits D and E** - FDVR and PDV Forms, respectively)

18.0 Required Clauses for Procurement

18.1 Acknowledgement of Amendments

Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment **(Exhibit F)** with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by MDHS by the time and at the place specified for receipt of proposals.

18.2 Certification of Independent Price Determination

The proposer certifies that the prices 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 proposer or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

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18.3 Prospective Contractor's Representation Regarding Contingent Fees *(To be placed in prospective Contractor's response proposal.)* The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor 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 **(Exhibit G).**

18.4 E-Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 *et seq.* (1972, as amended). The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State, and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

a) termination of this contract for services 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;

b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

c) both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

18.5 Transparency

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann.§§25-61-1 et seq., (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§27-104-151 et seq.(1972, as amended). 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.

18.6 Paymode

Payments by state agencies using the Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency

18.7 E-Payment

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305 (1972, as amended).

18.8 Representation Regarding Contingent Fees

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's proposal.

18.9 Representation Regarding Gratuities

The proposer, 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*.

19.0 Evaluation Procedure and Factors to be Considered in the Evaluation Process:

19.1 Qualifications of Proposer

The proposer may be required before the award of any contract to show to the complete satisfaction of MDHS that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The proposer may also

be required to give a past history and references in order to satisfy MDHS in regard to the proposer's qualifications. MDHS may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to MDHS all information for this purpose that may be requested. MDHS reserves the right to reject any offer if the evidence submitted by, or investigation of, the proposer fails to satisfy MDHS that the proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the proposer's qualifications shall include:

(1) the ability, capacity, skill, and financial resources to perform the work or provide the service required;
(2) the ability of the proposer to perform the work or provide the service promptly or within the time specified, without delay or interference;
(3) the character, integrity, reputation, judgment, experience, and efficiency of the proposer; and,
(4) the quality of performance of previous contracts or services.

19.2 Step One: Proposals will be reviewed to assure compliance with the minimum specifications. Proposals that do not comply with the detailed specifications will be rejected immediately, receiving no further consideration.

19.3 Step Two: Proposals that satisfactorily complete Step One will be reviewed/analyzed to determine if the proposal adequately meets the needs of MDHS. Factors to be considered as evaluation criteria are as follows:

(1) The overall quality of the proposed plan for performing the required services (the plan should reflect an understanding of the project and its objectives). Describe how the services will be performed. Consideration will be given to the completeness of the response to the specific requirements of the solicitation. ***(Critical)* 25 Points**

(2) Proposer's ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.). This includes the ability of the proposer to provide a work product that is legally defensible. A narrative that includes specific timelines, education and general experience in providing the required services as outlined in the detailed specifications. ***(Very Important)* 20 Points**

(3) The personnel, equipment, facilities, and financial resources to perform the services currently available or demonstrated to be made at the time of contracting. ***(Important)* 15 Points**

(4) A descriptive overview of past performance of similar work in scope, size or discipline to the required services were performed or undertaken within the past three (3) years. ***(Important)* 15 Points**

(5) Cost. A narrative (**Exhibit H**) describing the proposed use of funds, cost effectiveness and itemized budget breakdown of the funded services with calculations/formulas that

support the budget breakdown. **A maximum of 25 points will be awarded for "price" per a formula (Exhibit I).** ***(Critical)*** **25 Points**

Total: 100 Points

19.4 Step Three: At MDHS' request, those proposals that are evaluated, score at an acceptable level, and demonstrate proficient experience with providing these services at other state agencies will be invited to give a presentation at MDHS State Office located at 750 North State Street, Jackson, MS.

19.5 Step Four: The MDHS Executive Director or his/her designee will contact the proposer with the proposal which best meets MDHS's needs (based on factors evaluated in Step Two) and attempt to negotiate an agreement that is deemed acceptable to both parties.

The award of a contract to a Proposer does not mean that the other proposals lacked merit; but with price, quality of service and other factors considered, the selected proposal was deemed to provide the best value or be the most advantageous to the State of Mississippi based on all factors considered.

20.0 Cost Data Submitted at This Stage is Subject to Negotiation but Should Include an Estimate of the Annual Cost of the Service

21.0 The Following Response Format Shall Be Used for All Submitted Proposals:

21.1 Management Summary: Provide a cover letter indicating the underlying philosophy of the firm in providing the service.

21.2 Proposal: Describe in detail how the service will be provided. Include a description of major tasks and subtasks.

21.3 Corporate experience and capacity: Describe the experience of the firm in providing the service, give number of years that the service has been delivered, and provide a statement on the extent of any corporate expansion required to handle the service.

21.4. Personnel: Attach resumes' of all those who will be involved in the delivery of service (from principals to field technicians) that include their experience in this area of service delivery. Indicate the level of involvement by principals of the firm in the day-to-day operation of the contract.

21.5. References: Give at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person.

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21.6. Acceptance of conditions: Indicate any exceptions to the general terms and conditions of the bid document and to insurance, bonding, and any other requirements listed.

21.7. Additional data: Provide any additional information that will aid in evaluation of the response.

21.8. Cost data: Estimate the annual cost of the service. Cost data submitted at this stage is not binding and is subject to negotiation if your firm is chosen as a finalist. Include the number of personnel proposed to be assigned to the contract and the total estimated cost of the labor portion of the contract (include a sample staffing chart). Identify all non-labor costs and their estimated totals.

22.0 Debriefing Request

A proposer, successful or unsuccessful, may request a post-award proposer debriefing, in writing, by U.S. mail or electronic submission, to be received by the agency within three (3) business days of notification of the contract award. A proposer debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the proposer must notify the agency and identify its attorney by name, address, and telephone number. MDHS shall be allowed to 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, Post-Award Vendor Debriefing, of the Mississippi Personal Service Contract Review Board's Rules and Regulations.

23.0 Protests

Any actual or prospective proposer, offerer, or contractor who is aggrieved in connection with this solicitation or the outcome of this RFP may file a protest with the Director of MDHS. The protest shall be submitted within seven (7) calendar days following award date, in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the proposer or an individual authorized to sign contracts on behalf of the protesting proposer, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting proposer must provide facts and evidence to support the protest. A protest is considered filed when received by the Director of MDHS via either U.S. mail, postage prepaid, or by personal delivery. Protests filed after seven (7) calendar days following award date will not be considered.

24.0 Proposal Exceptions

Please return the *Proposal Exception Summary Form* **(Exhibit J)** 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 Proposer is indicating that he takes no exceptions to any item in this RFP document.

24.1 Unless specifically disallowed on any specification herein, the Proposer may take exception to any point within this RFP, including a specification denoted with "must" or "shall," as long as the following are true:

24.1.1 The specification is not a matter of State law;

24.1.2 The proposal still meets the intent of the RFP

24.1.3 A *Proposal Exception Summary Form* is included with the proposal; and

24.1.4 The exception is clearly explained, along with any alternative or substitution the Proposer proposes to address the intent of the specification, on the Proposal *Exception Summary Form.*

24.2 The Proposer 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 Proposer and MDHS will discuss each exception and take one of the following actions:

24.2.1 The Proposer will withdraw the exception and meet the specification in the manner prescribed;

24.2.2 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;

24.2.3 MDHS and the Proposer will agree on compromise language dealing with the exception and will insert same into the contract; or

24.2.4 None of the above actions is possible, and MDHS either disqualifies the proposal or withdraws the award and proceeds to the next ranked Proposer.

24.3 Shall MDHS and the Proposer 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 Proposer'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.

24.4 An exception will be accepted or rejected at the sole discretion of MDHS.

24.5 MDHS desires to award this RFP to a Proposer 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 K**. As such,

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proposals, in the sole opinion of MDHS, 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.

24.6 For Proposers 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 Proposer is consistent in the items to which it takes exception.

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Exhibit A

Mississippi Department of Human Services
Division of Budgets & Accounting

Proposal Cover Sheet

Agency:	For Office Use Only Proposal Number

Date Submitted:_____

1.Organization_____

Name: _____

Mailing Address:_____

_____

Fax:_____

Email:_____

2. Executive Director_____

3. Organization's Tax ID No._____

4. Amount of Funding Requested:_____

Name:_____

Title:_____

Address:_____

Phone: (__)_____

6. Proposed Project Director:

_____

7. Service Area (List Counties):_____

_____

_____

Indicate if this organization is minority or women owned (For Classification Purposes ONLY)

Minority-Owned_____ Women-Owned _____

Provide a brief description of the proposed project (Limited to space provided)

_____ _____

Authorized Representative (No Stamped Signature) Date

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Exhibit B

REQUIRED LETTER OF INTENT

Date

Mr./Ms./Dr. _____

Title_____

Address_____

City, State, Zip Code_____

Dear Mr./Ms./Dr.:_____

This letter confirms our intent to submit a proposal pursuant to RFP No. ETRS2016

_____ service area includes_____. Also,
Organization Name

in compliance with the requirements of the letter of intent, _____
Organization Name

submits the following information:

Contact Person's Name:_____

Contact Person's Title:_____

Phone Number:_____

Fax Number:_____

Tax I.D. Number:_____

DUNS Number:_____

Physical Address:_____

Authorized Official 's Email Address:_____

Thank you for your consideration.

Sincerely,

Authorized Official

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Exhibit C

Proprietary Information Form

Did the proposer submit any information to the agency for the Electronic Employee Time Recording System Request for Proposal which contained trade secrets or other proprietary data which the contractor wishes to remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code?

Yes _____ No _____

If yes, please indicate which parts/pages below that the contractor wishes to designate as proprietary.

1.

2.

3.

4.

5.

_____ **(No stamped signature)**
Signature of Authorized Official/ Title Date

_____
Name of Organization

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Exhibit D

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

FEDERAL DEBARMENT VERIFICATION FORM

Please Print/Type Clearly in Blue Ink

Subgrantee's/Contractor's Name	
Authorized Official's Name	
DUNS Number	
Address	
Phone Number	
Are you currently registered with www.sam.gov *(Respond Yes or No)*	
Registration Status *(Type Active or Inactive)*	
Active Exclusions *(Type Yes or No)*	

I hereby certify that _____ is not on the list for federal
Subgrantee's Name/Contractor's Name

debarment on www.sam.gov –System for Award Management.

_____ _____
Signature of Authorized Official Date

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Exhibit E

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

PARTNERSHIP DEBARMENT VERIFICATION FORM

Please Print/Type Clearly in Blue Ink

Subgrantee's/Contractor's Name	
Authorized Official's Name	
DUNS Number	
Address	
Phone Number	

I hereby certify that all entities who are in partnership with MDHS (subcontractors, subrecipients, et al.) are not on the federal debarment list on www.sam.gov – System for Award Management. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to MDHS.

_____ _____

Signature of Authorized Official Date

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Exhibit F

Acknowledgement of Amendment to RFP No. ETRS2016

I, _____, acknowledge that RFP No. has been amended on
Authorized Official's Name

_____ to include the following:
Date

_____

_____

_____

_____

I, _____, understand that proposals will **only** be accepted from
Authorized Official's Name

proposers who submit this acknowledgement of amendment #_____.

_____
Name of Company

_____
Authorized Official's Typed Name/Title

_____**(No stamped signature)**
Signature of Authorized Official Date

This acknowledgement should be enclosed in accordance with the instructions located in Section 18.1 of this RFP.

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Exhibit G

Prospective Contractor's Representation Regarding Contingent Fees

The prospective contractor (_____) represents that it has / has not (please circle the appropriate answer) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

_____

Signature of Authorized Official/ Title Date
(No stamped signature)

Exhibit H

Budget Narrative*

Specific Category of Service	Hourly/Daily/Monthly Rate	No. of Hours/Days/Months	Amount
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Total Amount:

***Must include an itemized breakdown of the above-referenced budget categories and explain how each line item was calculated. All pricing should be based on contract deliverables on page 1 and include all associated costs with no additional or hidden fees.**

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Exhibit I

Formula for Evaluating Cost

1. Company A=$150,000 **Company A=25**

2. Company B=$160,000 **Company B=**

150,000/160,000=.9375 x 25=23.4375

3. Company C=$180,000 **Company C=**

150,000/180,000=.8333 x 25=20.8333

Company A is the lowest proposer; therefore, the total evaluation points for price=25

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Exhibit J

Proposal Exception Summary Form

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

RFP Reference	Proposer 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 Proposer's proposal where exception is explained	Short description of exception being made	
1			
2			
3			
4			
5			
6			
7			

EXHIBIT K

STATE OF MISSISSIPPI
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
CONTRACT FOR PERSONAL OR PROFESSIONAL SERVICES

1. Parties. This Contract is made and entered into by and between the Mississippi Department of Human Services, Division of _____, hereinafter referred to as "MDHS," and _____, hereinafter referred to as "Independent Contractor."

2. Purpose. MDHS hereby engages the Independent Contractor and the Independent Contractor hereby agrees to render certain professional services described in Paragraph 3, "Scope of Services."

3. Scope of Services. The Independent Contractor shall perform and render the following services:

4. Period of Performance. The period of performance of services under this Contract shall begin on _____ and end on _____.

OR

If "Option to renew" Clause is in your procurement:

4. Period of Performance. The period of performance of services under this Contract shall begin on _____ and end on _____. Upon notification to (Independent Contractor's Name) by MDHS, at least ninety (90) days prior to each contract anniversary date, the contract may be renewed by MDHS for a period of four (4) successive one-year period(s) under the same prices, terms and conditions as in the original contract. The total number of renewal years permitted shall not exceed four (4). However, if MDHS does not intend to renew the contract, the (Independent Contractor's Name) shall be notified at least ninety (90) days prior to the contract anniversary date.

5. Consideration and Method of Payment.

A. As consideration of all services and performances under this Contract, Independent Contractor shall be paid a fee not to exceed _____($_____). It is expressly understood and agreed that in no event will the total compensation paid hereunder exceed the specified amount of _____($_____).

OR

A. As consideration for the performance of this Contract, the Independent

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Contractor shall be paid a fee not to exceed _____($_____) in accordance with the Budget attached hereto as Exhibit _____. It is expressly understood and agreed that in no event shall the total compensation paid hereunder exceed the specified amount of _____($_____).

OR

A. As consideration for the performance of this Contract, the Independent Contractor shall be paid a fee not to exceed _____ ($_____) for all products, services, salaries, travel, performances, costs, and expenses of whatever kind and nature of this Contract. It is expressly understood and agreed that in no event shall the total compensation paid hereunder exceed the specified amount of _____ ($_____).

B. The Independent Contractor will bill MDHS for its services. Following the satisfactory completion, as determined by MDHS, of its services, the State requires the Independent Contractor to submit invoices electronically throughout the term of the agreement. Invoices shall be submitted to MDHS using the processes and procedures identified by the State. The appropriate documentation shall be submitted on the last working day of the month, with the final invoice to be submitted within five (5) working days after the contract ending date.

PAYMODE: Payments by state agencies using the Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Independent Contractor's choice. The State may, at its sole discretion, require the Independent Contractor to submit invoices and supporting documentation electronically, at any time, during the term of this Agreement. Independent Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

E-PAYMENT: Independent Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDHS agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies,"§ which generally provides for payment of undisputed amounts by MDHS within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.

6. Relationship of Parties.

A. It is expressly understood and agreed that MDHS enters into this Contract with Independent Contractor on a purchase of service basis and not on an employer-employee relationship basis. Nothing contained herein shall be deemed or construed by MDHS, the Independent Contractor, or any third party as creating the relationship of principal and agent,

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partners, joint venturers, or any similar such relationship between MDHS and the Independent Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of MDHS or the Independent Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of MDHS and the Independent Contractor.

B. Independent Contractor represents that it has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duty required to be performed under this Contract.

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

D. 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 Independent Contractor shall be paid as a gross sum with no withholdings or deductions being made by MDHS for any purpose from said Contract sum.

E. Independent Contractor shall pay when due all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of Federal Income Tax, State Income Tax, Social Security, Unemployment Compensation and any other withholdings that may be required.

7. **Termination for Cause.** If, through any cause, Independent Contractor fails to fulfill in a timely and proper manner, as determined by MDHS, its obligations under this Contract, or if Independent Contractor violates any of the covenants, agreements, or stipulations of this Contract, MDHS shall thereupon have the right to terminate the Contract by giving written notice to Independent Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In the event of such termination, Independent Contractor shall be entitled to receive just and equitable compensation for satisfactory work completed on services or documents or materials collected and/or prepared by Independent Contractor in connection with this Contract. Such compensation shall be based upon the fees set forth in Paragraph 5, but, in no case, shall said compensation exceed the total Contract price.

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

8. Termination for Default.

(1) **Default.** If the contractor refuses or fails to perform any provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Executive Director of MDHS may notify the contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Executive Director, such officer 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 a failure to properly perform. In the event of termination in whole or in part, the Executive Director may procure similar services in a manner and upon terms deemed appropriate by the Executive Director. 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 Executive Director, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the contractor in which the State has an interest.

(3) **Compensation.** Payment for completed services delivered and accepted by MDHS shall be at the contract price. MDHS may withhold from amounts due the contractor such sums as the Executive Director deems to be necessary to protect MDHS against loss because of outstanding liens or claims of former lien holders and to reimburse MDHS 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 Executive Director 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

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caused by the failure of a subcontractor to perform or to 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 Executive Director of MDHS 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 MDHS under the clause entitled (in fixed-price contracts, "Termination for Convenience," or 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 Paragraph (4) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of MDHS, be the same as if the notice of termination has been issued pursuant to such clause.

(6) **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

9. Termination upon Bankruptcy. This contract may be terminated in whole or in part by MDHS 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.

10. Termination for Convenience of MDHS. MDHS may terminate this Contract at any time by giving written notice to Independent Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. Independent Contractor shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of Independent Contractor covered by the Contract, less payments of compensation previously made.

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(1) Termination. The Agency Head of MDHS may, when the interests of MDHS so require, terminate this contract in whole or in part, for the convenience of MDHS. The Agency Head shall give written notice of the termination to the contractor specifying the part of the contract terminated and when 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 Agency Head may direct the contractor to assign the contractor's right, title, and interest under the terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

11. Ownership of Documents and Work Products. All data collected by Independent Contractor and all documents, notes, programs, data bases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Independent Contractor in connection with this Contract shall be the property of MDHS upon completion or termination of this Contract. MDHS hereby reserves all rights to the data base and all applications thereof and to any and all information and/or materials prepared under this Contract.

The Independent Contractor is prohibited from use of the above described information and/or materials without the express written approval of MDHS.

12. Record Retention and Access to Records. Independent Contractor shall maintain, and make available to MDHS, any State agency authorized to audit MDHS, the federal grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, financial records, supporting documents, statistical records, and all other records pertinent to the services performed under this Contract. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the state or federal government has begun that is not completed at the end of the three-year period, or if audit finding, litigation, or other legal action has not been resolved at the end of the three-year period, the records shall be retained until resolution.

13. Modification or Amendment. Modifications, changes, or amendments to this Contract may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification, or amendment of any term, provision, or condition of this Contract shall be in writing and signed by both parties hereto.

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14. **Assignments and Subcontracts.** Independent Contractor shall not assign, sublet, or otherwise transfer the obligations incurred on its part pursuant to the terms of this Contract without the prior written consent of MDHS. Any attempted assignment or transfer of its obligation without such consent shall be wholly void.

15. **Waiver.** Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Contract.

16. **Availability of Funds.** It is expressly understood and agreed that the obligation of MDHS to proceed under this Contract is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this Contract 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 the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to MDHS for the performance of this Contract, MDHS shall have the right, upon written notice to Independent Contractor, to immediately terminate this Contract without damage, penalty, cost, or expense to MDHS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

17. **Price Adjustment.**

A. **Price Adjustment Methods.** The Contract price may be changed only by written agreement of the parties. The value of any work covered by any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods:

(1) Unit prices, if any, previously approved by the parties and specified in this Contract; or

(2) MDHS may, at any time by written order, make changes in the specifications within the general scope of this Agreement. If any such change causes an increase in the amount due under this Contract or in the time required for performance under this Agreement and if MDHS decides that the change justifies an adjustment to the Contract, an

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equitable adjustment in the Contract may be made by written modification of this Agreement.

No charge for any extra work or material will be allowed unless the same has been provided for by written amendment to this Contract signed by both parties.

B. Submission of Cost Pricing Data. The Independent 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 Procurement Regulations.

18. **Indemnification.** MDHS shall, at no time, be legally responsible for any negligence or wrongdoing by the Independent Contractor and/or its employees, servants, agents, contractors, and/or subcontractors. Independent Contractor agrees to indemnify, defend, save and hold harmless MDHS from and against all claims, demands, liabilities, suits, damages, and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Independent Contractor and its employees, agents, contractors, and/or subcontractors in the performance of this Contract.

OR

Only, use this option with Independent Contractors that are State agencies or political subdivisions of the State:

18. **Responsibility for Claims.** Each party shall be responsible for all claims, demands, liabilities, suits, damages, costs, and expenses of every kind, including court costs and attorney's fees, arising out of this Agreement and caused by the party's own, principals, agents, employees, contractors or subcontractors while performing under this Agreement. Further, the parties assume no liability for the actions or omissions of each other's agents, representatives, employees, contractors, subcontractors, or providers.

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

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20. **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 a court of competent jurisdiction, Jackson, Hinds County, Mississippi. The Independent Contractor shall comply with applicable federal, state and local laws and regulations.

21. **Representation Regarding Contingent Fees.** The Independent Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Independent Contractor's bid, proposal, or herein.

22. **Certification of Independent Price Determination.** The Independent Contractor certifies that the prices 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 competitor relating to those prices, the intention to submit a quote, bid, or proposal or the methods or factors used to calculate the its prices.

23. **Representation Regarding Gratuities.** The Independent Contractor represents that neither it nor any officer, employee, agent, subcontractor or other representative of the Independent Contractor has violated, or is 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 Procurement Regulations.

24. **Procurement Regulations.** The Contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available for inspection at 210 East Capitol Street, Suite 800, Jackson, Mississippi 39201, or downloadable at http://www.mspb.ms.gov.

25. **Severability.** If any term or provision of this Contract 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 Contract shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

26. **Stop Work Order.**

A. **Order to Stop Work.** The Director of Procurement Services, may, by written order to the Independent Contractor at any time, and without notice to any surety, require the Independent 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

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Independent 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 Independent Contractor shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the 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 _____shall either:

(1) cancel the stop work order; or

(2) terminate the work covered by such order as provided in the "Termination for Cause" clause or the "Termination for Convenience" clause of this Contract.

B. Cancellation or Expiration of the Order. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Independent Contractor shall have the right to resume work. An appropriate adjustment may be made in the delivery schedule or Independent Contractor's price, or both. If the stop work order results in an increase in the time required for, or in the Independent Contractor's cost properly allocable to, the performance of any part of this Contract and the Independent Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in the Contract may be made by written modification of this Contract. If MDHS decides that the need justifies the requested adjustment, a modification will be made as provided by Section 13, Modification or Amendment, of this Contract.

C. Termination of Stopped Work. If a stop work order is not canceled and the work covered by such order is terminated for cause or convenience, the Independent Contractor may be paid the agreed upon price for any completed deliverable or service not previously tendered to MDHS, provided that MDHS accepts any such deliverable or service; or Independent Contractor may be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of Independent Contractor covered by the Contract, less payments of compensation previously made.

D. Adjustment 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.

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27. **Disputes.** Any dispute concerning a question of fact under this Contract which is not disposed of by agreement shall be decided by the Director of Procurement Services, Division of Budgets & Accounting. This decision shall be reduced to writing and a copy thereof mailed or furnished to the Independent Contractor and shall be final and conclusive, unless within thirty (30) days from the date of the decision, Independent Contractor mails or furnishes to the Executive Director of MDHS a written request for review. Pending final decision of the Executive Director of a dispute hereunder, the Independent Contractor shall proceed in accordance with the decision of the Director of Procurement Services, Division of Budgets & Accounting.

In a review before the Executive Director or designee, the Independent Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position on the question and decision under review. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction in Hinds County, State of Mississippi, to have been fraudulent, capricious, so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence.

28. **Compliance with Laws.** The Independent Contractor understands that MDHS 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 Independent Contractor agrees during the term of the agreement that the Independent Contractor will strictly adhere to this policy in its employment practices and provision of services. The Independent 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.

29. **Confidentiality.** Notwithstanding any provision to the contrary contained herein, it is recognized that MDHS is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated §§ 25-61-1 *et seq*. If a public records request is made for any information provided to MDHS pursuant to the agreement and designated by the Independent Contractor in writing as trade secrets or other proprietary confidential information, MDHS shall follow the provisions of Mississippi Code §§ 25-61-9 and 79-23-1 before disclosing such information. MDHS shall not be liable to the Independent Contractor for disclosure of information required by court order by law.

30. **E-Verify.** Independent Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated § 71-11-1 and § 71-11-3, and will register and participate in the status verification system for all

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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. Independent Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Independent Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Independent Contractor understands and agrees that any breach of these warranties may subject Independent Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license permit, certification or other document granted to Independent Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or both. In the event of such termination/cancellation, Independent Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of "license or permit."

31. Special Terms and Conditions. It is agreed and understood by each party to this Contract that there are no special terms and conditions.

32. Entire Agreement. It is understood and agreed that this Contract and the documents listed below constitute the entire understanding of the parties with respect to the subject matter contained herein and supersede and replace any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. The entire agreement made by and between the parties hereto shall consist of, and precedence is hereby established by the order of, the following documents incorporated herein:

1. This Contract signed by the parties herein and any Exhibits attached hereto;

2. The Request for Proposals or Invitation for Bids and the Written Clarifications or Answers provided by MDHS, dated _____.
(Note: if applicable.)

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The documents are complementary, and what is required by one shall be binding as if required by all. A higher 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 no 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 or priority, that is, the highest document begins with the first listed document ("1. _____") and the lowest document is listed last (3. _____").

OR

This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understanding, and agreements, written or oral, between the parties relating thereto.

33. 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 the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA) Mississippi Code Annotated §27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, this 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 the Independent 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.

34. 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.

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35. **Notice.** Any notice required or permitted to be given under this Contract shall be in writing and sent by United States Certified Mail, Returned Receipt Requested to the party to whom the notice should be given at the address set forth below:

Mississippi Department of Human Services:	John Davis, Executive Director Mississippi Department of Human Services P.O. Box 352 Jackson, Mississippi 39205
Independent Contractor's Name:	Representative's Name Title Address

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

Mississippi Department of Human Services

By: _____
Authorized Signature

Printed Name: John Davis

Title: Executive Director

Date: _____

INSERT Independent Contractor's Name

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

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Exhibit L

STATE OF MISSISSIPPI
MINORITY VENDOR SELF CERTIFICATION FORM

Please complete the following information on this form and return immediately to the Mississippi Department of Finance and Administration, Attention: Vendor File Maintenance, P.O. Box 1060, Jackson, Mississippi 39215. Forms may also be faxed to (601) 359-5525.

Name of Business: _____

Address: _____ **Post Office Box:** _____

City: _____ **State:** _____ **Zip:** _____

Telephone: _____ **Tax I.D.:** _____

SAAS Vendor #s (if known): _____

MINORITY STATUS

As used in this provision, means a business concern that (1) is at least 51% minority-owned by one or more individuals, or minority business enterprises that are both socially and economically disadvantaged and (2) have its management and daily business controlled by one or more such individuals as ascribed under the Minority Business Enterprise Act 57-69 and the Small Business Act 15 USCS, Section 637 (a). See back of form for more information. Should you require additional information regarding your Minority Status, or need assistance in completing this form please call the Mississippi Development Authority, Minority Business Enterprise Division at 601-359-3448.

___Applicable **____Not Applicable**

IF MINORITY STATUS IS APPLICABLE, PLEASE CHECK APPROPRIATE CODE BELOW:

Minority Business Enterprise
____A (Asian Indian)
____B (Asian Pacific)
____C (Black American)
____D (Hispanic American
____E (Native American)

Women Business Enterprise
____M (Asian Indian)
____N (Asian Pacific)
____O (Black American)
____P (Hispanic American)
____Q (Native American)
____R (Other) Non Ethnic Women

The undersigned certifies under the penalties (administrative suspension and/or ineligibility for participation) set forth in the Minority Business Enterprise Act 57-69, and the Small Business Act 15 USCS, Section 637 (a), that the company classification and selected information above is true and correct. The undersigned will advise of any change in such classification at once.

Business: _____ **Certified by:** _____

Date: _____ **Title:** _____ **Name Printed:** _____

Issue Date March 31, 2002

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EXHIBIT M

Employee Time Recording System
Scope of Services

The Mississippi Department of Human Services (MDHS) is seeking proposals to design and install a new iCloud based Employee Time Recording System to reduce data entry errors, reduce the labor, improve workforce productivity, minimize compliance risk, and to process payroll.

1. The Vendor must provide a comprehensive "full function" fully operational iCloud based Employee Time Recording and Reporting System including but not limited to biometric time clocks, communication, recording, reporting, and software integration.
2. The proposed timekeeping system must currently be in use in a wide variety of industries/governmental entities and shall not be a beta, release candidate or other early adopter technology.
3. The responding vendor must have prior experience working with a time keeping system for an agency of like size.
4. Vendor must provide on-site training to MDHS employees responsible for managing, and reporting data on employees. Provide timekeepers training on and procedures related to integration with the Statewide Payroll and Human Resource System (SPAHRS).
5. Vendor must provide one (1) year of support and a proposal for annual support beyond year one (1).
6. System must generate reports to track variances from predetermined schedule and active employee with no time reported.
7. System need to provide reporting functionality that will contain a useful number of generic reports and ability to create custom reports.
8. Proposal must include wall mounted biometric time clock terminals.
9. Proposals should include a list of available terminal punch options i.e. magnetic strip, proximity cards, biometric, etc.
10. The Time Clock Terminals need to be able to operate in an offline mode to collect and store punch data until a connection is restored.
11. The system must allow user to clock in/out at a location different from where they originally clocked in/out.
12. Configuration and installation service must include:
    a. Review and implementation of payroll rules for hourly, overtime, time off, etc. for current employment and interface with payroll and HR staff,
    b. Import of records for all hourly and salaried employees,
    c. Configuration, installation, and communication testing for all time clock terminals
    d. Clocks must be hardened (able to operate and survive in harsh conditions: brief exposure to outside temperatures followed by gradual warming or cooling to indoor temperatures).
13. System must seamlessly communicate and integration with the MDHS' financial management system (SPAHRS and possible future Mississippi Accountability System for Government Information and Collaboration (MAGIC)).

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14. Provide mechanism to create/modify whenever necessary the import/export of data. To have the functionality to add additional interfaces in order to communicate with outside scheduling systems.
15. Describe and include any additional items, not listed above, to provide a new fully operational timekeeping system.
16. Provide an adequate technical pass-down with an "as built" documentation printed, bound, and electronically prior to completion of project.
17. 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.
18. The Enterprise Security Policy is available to third parties on a need-to-know basis and requires the execution of a non-disclosure agreement prior to accessing the policy. The Vendor may request individual sections of the Enterprise Security Policy or request the entire document. The instructions for acquiring the State of Mississippi Enterprise Security Policy can be found at the following link. http://www.its.ms.gov/Services/Pages/ENTERPRISE-SECURITY-POLICY.aspx
19. This system must replace the manual process to capture time via the current time cards, per pay period, as well as replace the current MDHS e-Leave system.