INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until February 6, 2018, @ 3:00 p.m. Central Time for the acquisition of the products/services described below for Mississippi State Department of Health (MSDH).

WIC EBT QA Contractor

MANDATORY VENDOR WEB CONFERENCE: January 4, 2018 at 3:00 PM Central Time

NOTE: THIS RFP CONTAINS MANDATORY REQUIREMENTS TO WHICH NO EXCEPTION MAY BE TAKEN. SEE SECTION VII, ITEM 2, FOR DETAILS.

The Vendor must submit proposals and direct inquiries to:

Wallace Burns
Technology Consultant
Information Technology Services
3771 Eastwood Drive
Jackson, MS 39211
(601) 432-8238
wallace.burns@its.ms.gov

To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. The following must be clearly typed on a label affixed to the package in a clearly visible location:

PROPOSAL, SUBMITTED IN RESPONSE TO
RFP NO. 3994
Due February 6, 2018 @ 3:00 p.m.,
ATTENTION: Wallace Burns

Craig P. Orgeron, Ph.D.
Executive Director, ITS
ITS RFP Response Checklist

The proposal should be organized and indexed in the following format and should contain, at a minimum, all listed items in the sequence indicated.

RFP Response Checklist: These items should be included in your response to RFP No. 3994.

1) One clearly marked original response and eight (8) identical copies of the complete proposal. Label the front and spine of the three-ring loose-leaf binder with the Vendor name and RFP number. Include the items listed below inside the binder. Please DO NOT include a copy of the RFP in the binder.

2) Submission Cover Sheet, signed and dated (Section I)

3) Proposal Bond (Section I)

4) Proposal Exception Summary, if applicable (Section V)

5) Vendor response to RFP Questionnaire (Section VI)

6) Point-by-point response to Technical Specifications (Section VII and Exhibit C)

7) Vendor response to Cost Information Submission Section VIII

8) References Section IX

9) QA Contractor Organization-Related Checklist Items (Exhibit B)
   a) Executive Summary
   b) Qualifications and Experience of Vendor
   c) Project Management, Organization, and Staffing
   d) Appendices
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SECTION I
SUBMISSION COVER SHEET & CONFIGURATION SUMMARY

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person the Mississippi Department of Information Technology Services (ITS), should contact for questions and/or clarifications.

Name __________________________ Phone # __________________________
Address __________________________ Fax # __________________________
_______________________________ E-mail __________________________

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

_______________________________/______________________________
Name (typed or printed) __________________________ Title __________________________
Company name __________________________
Physical address __________________________
State of Incorporation __________________________

CONFIGURATION SUMMARY

The Vendor must provide a summary of the main deliverables of products/services offered in this proposal using 100 words or less.
PROPOSAL BONDS

Please attach the required Proposal Bond here.
SECTION II
PROPOSAL SUBMISSION REQUIREMENTS

The objective of the Proposal Submission Requirements section is to provide Vendors with the information required to submit a response to this Request for Proposal (RFP). A Vendor who has responded to previous RFPs issued by ITS should not assume that the requirements are the same, as changes may have been made.

1. Failure to follow any instruction within this RFP may, at the State's sole discretion, result in the disqualification of the Vendor's proposal.

2. The State has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.

3. The Vendor's proposal must be received, in writing, by the office of ITS by the date and time specified. ITS is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened. Any proposal received with insufficient postage will be returned unopened.

4. Proposals or alterations by fax, e-mail, or phone will not be accepted.

5. Original signatures are required on one copy of the Submission Cover Sheet and Configuration Summary, and the Vendor's original submission must be clearly identified as the original. The Vendor's original proposal must include the Proposal Bond, (if explicitly required in Section IV).

6. ITS reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.

7. ITS reserves the right to waive any defect or irregularity in any proposal procedure.

8. The Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by ITS is the official version and will supersede any conflicting RFP language submitted by the Vendor.

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

9.1 The Vendor is required to submit one clearly marked original response and eight (8) identical copy/copies of the complete proposal, including all sections and exhibits, in three-ring binders.

9.2 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the RFP cover page must be clearly typed and affixed to the package in a clearly visible location.
9.3 Number each page of the proposal.

9.4 Respond to the sections and exhibits in the same order as this RFP.

9.5 Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.

9.6 If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form. (See Section V for additional instructions regarding Vendor exceptions.)

9.7 Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with “NOT APPLICABLE.”

9.8 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.

9.9 When an outline point/attachment is a statement provided for the Vendor’s information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the Submission Cover Sheet and providing a Proposal Exception Summary Form.

9.10 Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.

9.11 The Vendor must fully respond to each requirement within the Technical Specifications by fully describing the manner and degree by which the proposal meets or exceeds said requirements.

10. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. **Omissions, errors, misrepresentations, or inadequate details in the Vendor’s cost proposal may be grounds for rejection of the Vendor’s proposal. Costs that are not clearly identified will be borne by the Vendor.** The Vendor must complete the Cost Information Submission in this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the Cost Information Submission.

11. **ITS** reserves the right to request additional information or clarification of a Vendor’s proposal. The Vendor’s cooperation during the evaluation process in providing **ITS** staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor’s overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at the State’s discretion, result in the disqualification of the Vendor’s proposal.

12. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **ITS**.
13. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:

13.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.

13.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.

13.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.

13.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.

13.5 The Vendor must submit a statement outlining the circumstances for the clarification.

13.6 The Vendor must submit one clearly marked original and **eight (8)** copies of the clarification.

13.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).

14. **Communications with State**

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

14.1 The State’s contact person for the selection process is: Wallace Burns, Technology Consultant, 3771 Eastwood Drive, Jackson, MS 39211, 601-432-8238, wallace.burns@its.ms.gov.

14.2 Vendor may consult with State representatives as designated by the State’s contact person identified in 14.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.
SECTION III
VENDOR INFORMATION

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

1. **Interchangeable Designations**
   The terms “Vendor” and “Contractor” are referenced throughout this RFP. Generally, references to the “Vendor” are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term “Contractor” denotes the role assumed, post-award, by the winning Vendor. Additionally, the terms “State of Mississippi,” “State” or “ITS” may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from Vendors throughout these specifications. References to a specific agency, institution or other political entity represent the client or customer on whose behalf ITS is issuing the RFP.

2. **Vendor’s Responsibility to Examine RFP**
   Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

3. **Proposal as Property of State**
   All written proposal material becomes the property of the State of Mississippi.

4. **Written Amendment to RFP**
   Any interpretation of an ITS RFP will be made by written amendment only. The State will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the ITS website, together with the associated RFP specification. Vendors are required to check the ITS website periodically for RFP amendments before the proposal opening date at:

   [http://www.its.ms.gov/Procurement/Pages/RFPS_Awaiting.aspx](http://www.its.ms.gov/Procurement/Pages/RFPS_Awaiting.aspx)

   Any and all amendments will be posted no later than noon, seven days prior to the proposal opening date listed on the cover page of this RFP. If you are unable to access the ITS website, you may contact the ITS technology consultant listed on page one of this RFP and request a copy.

5. **Oral Communications Not Binding**
   Only transactions which are in writing from ITS may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any State employee.

6. **Vendor’s Responsibility for Delivery**
   Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The State will not be responsible for the failure of any delivery medium for submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.
7. **Evaluation Criteria**
   The State’s intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor who meets specifications, considering price and other factors. The Vendor’s past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process. More specific information concerning evaluation criteria is presented in *Technical Specifications*.

8. **Multiple Awards**
   ITS reserves the right to make multiple awards.

9. **Right to Award in Whole or Part**
   ITS reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the State of Mississippi.

10. **Right to Use Proposals in Future Projects**
    The State reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor’s proposal for future projects is solely at the discretion of the State and requires the agreement of the proposing Vendor. The State’s decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer’s business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

11. **Price Changes During Award or Renewal Period**
    A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the State will always take advantage of price decreases.

12. **Right to Request Information**
    The State reserves the right to request information relative to a Vendor’s references and financial status and to visit a Vendor’s facilities during normal working hours. The State also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor’s cost proposal. The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, even if that customer is not included in the Vendor’s list of references.

13. **Vendor Personnel**
    For RFPs including professional services specifications, the Vendor will be required to provide and/or certify the following for each individual included in the Vendor’s proposal:

    13.1 A direct telephone number at which the individual may be contacted for a telephone interview. The State will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls.
13.2 That, if onsite interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with onsite interviews will be the responsibility of the Vendor.

13.3 That the individual is proficient in spoken and written English;

13.4 That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all INS regulations. The Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U.S. citizens.

13.5 That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of the State. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.

14. **Vendor Imposed Constraints**

The Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of the State’s business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Vendor’s software; and/or providing web-hosting, hardware, networking or other processing services on the State’s behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the State. The State recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. The State must understand these issues in order to decide to what degree they may impact the State’s ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the Vendor and the State with regard to this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by the State.

15. **Best and Final Offer**

The State reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the State believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the State, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the State. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the State that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.
16. **Restriction on Advertising**
   The Vendor must receive written approval from the State before advertising or referencing the award of the contract or the services being provided. The Vendor must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Mississippi.

17. **Rights Reserved to Use Existing Product Contracts**
   The State reserves the right on turnkey projects to secure certain products from other existing ITS contracts if it is in its best interest to do so. If this option is exercised, then the awarded Vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

18. **Additional Information to be Included**
   In addition to answering each specification within this RFP, the Vendor must include complete product/service information, including product pictorials and technical/descriptive literature relative to any product/service offered with the proposal. Information submitted must be sufficiently detailed to substantiate that the products/services offered meet or exceed specifications.

19. **Valid Contract Required to Begin Work**
   The successful Vendor should not commence any billable work until a valid contract has been executed. Any work done by the successful Vendor prior to the execution of the contract is done at the Vendor’s sole risk. The State is under no obligation to pay for work done prior to the execution of a contract.
SECTION IV
LEGAL AND CONTRACTUAL INFORMATION

The objective of the Legal and Contractual Information section is to provide Vendors with information required to complete a contract or agreement with ITS successfully.

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

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

3. Contract Documents
ITS will be responsible for all document creation and editorial control over all contractual documentation related to each procurement project. The following documents will normally be included in all contracts between ITS and the Vendor:

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

4. Order of Precedence
When a conflict arises regarding contract intent due to conflicting statements in documents included in the contract, the order of precedence of each document is as listed above unless modification of order is negotiated and agreed upon by both ITS and the winning Vendor.
5. **Additional Contract Provisions**
The contract will also include such additional provisions, which are not inconsistent or incompatible with the material terms of this RFP, as may be agreed upon by the parties. All of the foregoing shall be in such form and substance as prescribed by the State.

6. **Contracting Agent by Law**
The Executive Director of *ITS* is, by law, the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of computer and telecommunications equipment, systems, software, and services (Section 25-53-1, et seq., of the Mississippi Code Annotated). *ITS* is issuing this RFP on behalf of the procuring agency or institution. *ITS* and the procuring agency or institution are sometimes collectively referred to within this RFP as "State."

7. **Mandatory Legal Provisions**

   7.1 The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.

   7.2 Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.

   7.3 The Vendor shall have no limitation on liability for claims related to the following items:

   7.3.1 Infringement issues;

   7.3.2 Bodily injury;

   7.3.3 Death;

   7.3.4 Physical damage to tangible personal and/or real property; and/or

   7.3.5 The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor’s employees or subcontractors.

   7.4 All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.

   7.5 Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.

   7.6 Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.
7.7 The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.

7.8 The State will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor’s products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See Section 31-7-305 of the Mississippi Code Annotated. Seller understands and agrees that Purchaser is exempt from the payment of taxes.

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

8. **Approved Contract**

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

8.1.1 Written notification made to proposers on ITS letterhead, or

8.1.2 Notification posted to the ITS website for the project, or

8.1.3 CP-1 authorization executed for the project, or

8.1.4 The ITS Board’s approval of same during an open session of the Board.

8.2 ITS statute specifies whether ITS Director approval or ITS Board approval is applicable for a given project, depending on the total lifecycle cost of the contract.

8.3 A contract is not deemed final until five (5) working days after either the award of contract or post procurement review, as stipulated in the ITS Protest Procedure and Policy. In the event of a valid protest, the State may, at its sole discretion, continue the procurement or stay the procurement in accordance with the ITS Protest Procedure and Policy. If the procurement is stayed, the contract is not deemed final until the protest is resolved.

9. **Contract Validity**

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

10. **Order of Contract Execution**

Vendors will be required to sign contracts and to initial all contract changes before the Executive Director of ITS signs.
11. **Availability of Funds**
   All contracts are subject to availability of funds of the acquiring State entity and are contingent upon receipt by the winning Vendor of a purchase order from the acquiring State entity.

12. **CP-1 Requirement**
   All purchase orders issued for goods and services acquired from the awarded Vendor under this RFP must be encoded by the Customer agency with a CP-1 approval number assigned by ITS. This requirement does not apply to acquisitions that by policy have been delegated to State entities.

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

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

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

   13.3 Items 13.1 and 13.2 only apply to state agencies that make payments through MAGIC. Payments and invoices for all other entities will conform to their standard methods of payment to contractors.

14. **Time For Negotiations**

   14.1 All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor’s initial receipt of the project contract from ITS, unless ITS consents to extend the period. Failure to complete negotiations within the stated time period constitutes grounds for rejection of the Vendor’s response to this RFP. ITS may withdraw the proposal award and begin negotiations with the next ranked Vendor immediately or pursue any other option.

   14.2 Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form, as well as any new items that the State may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor’s proposal shall be submitted three (3) working days prior to scheduled negotiations, unless ITS consents to a different period.
15. **Prime Contractor**  
The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract with the State.

16. **Sole Point of Contact**  
ITS will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

16.1 The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor’s commitments are binding on all such parties and consequently the State is only required to negotiate with the Vendor.

16.2 Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the State from any contractor, third party or subcontractor without the State having to negotiate separately or individually with any such parties for these terms or conditions.

16.3 Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party’s name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the State, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the State. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor’s proposal and subsequently accepted by the State.
17. **ITS Approval of Subcontractor Required**
   Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the State. **ITS** reserves the right of refusal and the right to request replacement of a subcontractor due to unacceptable work or conduct. This provision should not be interpreted as requiring the approval of individual contracts of employment between the Vendor and personnel assigned for services under the contract.

18. **Inclusion of Subcontract Agreements**
   Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor’s proposal.

19. **Negotiations with Subcontractor**
   In order to protect the State’s interest, **ITS** reserves the right to attempt to resolve the contractual disagreements that may arise between the Vendor and its subcontractor after award of the contract.

20. **References to Vendor to Include Subcontractor**
   All references in the RFP to “Vendor” shall be construed to encompass both the Vendor and its subcontractors.

21. **Outstanding Vendor Obligations**
   21.1 Any Vendor who presently owes the State of Mississippi money pursuant to any contract for which **ITS** is the contracting agent and who has received written notification from **ITS** regarding the monies owed, must submit, with the proposal, a certified check in the amount due and owing in order for the proposal in response to this RFP to be considered. For a Vendor currently in bankruptcy as of the RFP submission date, this requirement is met, if and only if, **ITS** has an active petition before the appropriate bankruptcy court for recovery of the full dollar amount presently owed to the State of Mississippi by that Vendor. If the Vendor has emerged from bankruptcy by the RFP submission date, the Vendor must pay in full any amount due and owing to the State, as directed in the court-approved reorganization plan, prior to any proposal being considered.

   21.2 Any Vendor who is presently in default on existing contracts for which **ITS** is the contracting agent, or who otherwise is delinquent in the performance of any such contracted obligations, is in the sole judgment of the State required to make arrangement for fulfilling outstanding obligations to the satisfaction of the State in order for the proposal to be considered.

   21.3 The State, at its sole discretion, may reject the proposal of a Vendor with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of proposal submission.
22. **Equipment Condition**  
For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to ITS specifications, unless an explicit requirement for used equipment is otherwise specified.

23. **Delivery Intervals**  
The Vendor’s proposal must specify, in the Cost Information Submission and in response to any specific instructions in the Technical Specifications, delivery and installation intervals after receipt of order.

24. **Pricing Guarantee**  
The Vendor must explicitly state, in the Cost Information Submission and in response to any specific instructions in the Technical Specifications, how long the proposal will remain valid. Unless stated to the contrary in the Technical Specifications, pricing must be guaranteed for a minimum of ninety (90) days.

25. **Shipping Charges**  
For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.

26. **Amortization Schedule**  
For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.

27. **Americans with Disabilities Act Compliance for Web Development and Portal Related Services**  
All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.

28. **Ownership of Developed Software**

28.1 When specifications require the Vendor to develop software for the State, the Vendor must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation.

28.2 The State may be willing to grant the Vendor a nonexclusive license to use the State’s software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.

29. **Ownership of Custom Tailored Software**  
In installations where the Vendor’s intellectual property is modified and custom-tailored to meet the needs of the State, the Vendor must offer the State an application license
entitling the State to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.

30. **Terms of Software License**  
The Vendor acknowledges and agrees that the term of all software licenses provided to the State shall be perpetual unless stated otherwise in the Vendor’s proposal.

31. **The State is Licensee of Record**  
The Vendor must not bypass the software contracting phase of a project by licensing project software intended for State use in its company name. Upon award of a project, the Vendor must ensure that the State is properly licensed for all software that is proposed for use in a project.

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

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

34. **Disclosure of Proposal Information**  
Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated. All disclosures of proposal information will be made in compliance with the ITS Public Records Procedures established in accordance with the Mississippi Public Records Act. The ITS Public Records Procedures are available in Section 019-010 of the ITS Procurement Handbook, on the ITS Internet site at:


As outlined in the Third Party Information section of the ITS Public Records Procedures, ITS will give written notice to any affected Vendor of a request to view or reproduce the Vendor’s proposal or portion thereof. ITS will not, however, give such notice with respect to summary information prepared in connection with the State’s review or evaluation of a Vendor’s proposal, including, but not limited to, written presentations to the ITS Board or other approving bodies, and/or similar written documentation prepared for the project file.
In addition, ITS will not provide third-party notice for requests for any contract executed as a result of this RFP.

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

Vendors should further be aware that requests for disclosure of proposal information are sometimes received by ITS significantly after the proposal opening date. ITS will notify the signatory “Officer in Bind of Company” provided in Section I of this RFP for Notification of Public Records Requests in the event information is requested that your company might wish to consider protecting as a trade secret or as confidential commercial or financial information. If the “Officer in Bind of Company” should not be used for notification of public records requests, Vendor should provide the alternative contact information in response to this RFP item.

35. Risk Factors to be Assessed
The State will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known. The State, at its sole discretion, may employ the following mechanisms in mitigating these risks: proposal bonding, performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. The Vendor must agree to incorporate any or all of the above terms and conditions into the customer agreement.

36. Proposal Bond
The Vendor must include a proposal bond in the amount of $50,000.00, with its RFP proposal. Vendor is specifically disallowed from taking exception to the proposal bond requirement. Proposals without proposal bonds will be rejected.

The security must be in the form of a bond, irrevocable letter of credit, certified check, or cashier’s check (hereinafter, “security”) payable to the Mississippi State Department of Health (MSDH), to be held by their contracting agent, the Mississippi Department of Information Technology Services, and must be placed in the front of the Vendor’s proposal. The submission of an acceptable security is a condition precedent to a valid proposal, and the amount of the security is not negotiable or contestable. Any proposal received without the security will be rejected and returned to the Vendor without further consideration.

The security binds the Vendor to the commitments made in writing in the Vendor’s proposal. The security will be forfeited in the event the awarded Vendor, at any time during the contract negotiation process, refuses to honor commitments made in its proposal, reneges on pricing, takes exception to any term or condition that was not addressed in the Vendor’s written proposal, or fails to execute a contract as anticipated in the RFP and the Vendor’s proposal, including documented exceptions, within fifteen (15) working days after the Vendor’s initial receipt of the project contract from ITS, unless an extension is agreed to by ITS.

As stated in the RFP, the Vendor may take exception to any point without incurring any liability to provide items to which an exception has been taken. Likewise, the State has no obligation to accept any proposed exception. Should the State decide, at its sole
discretion and at any point in the process, that an exception is NOT acceptable, ITS will reject the Vendor’s proposal and return the Vendor’s security.

The Vendor’s security will be returned promptly after ITS and the successful Vendor have executed a contract or within ninety (90) days after opening the proposals if no letter of intent to award a contract has been sent. In the event that the successful Vendor fails to accept and sign the mutually negotiated contract, that Vendor shall be disqualified and ITS shall initiate negotiations with the next ranked Vendor until a contract is successfully negotiated, or ITS elects to cancel the procurement. The securities of all remaining Vendors will be returned when a contract has been successfully negotiated and executed, or when the procurement is canceled.

37. Performance Bond/Irrevocable Bank Letter of Credit

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

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

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

39. **Protests**

The Executive Director of ITS and/or the Board Members of ITS or their designees shall have the authority to resolve Vendor protests in connection with the selection for award of a contract. Copies of the protest procedures are available on the ITS Internet site - ITS Protest Procedure and Policy, Section 019-020, ITS Procurement Handbook at:


40. **Protest Bond**

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the ITS Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the ITS Protest Procedure and Policy. The outside of the envelope must be marked “Protest” and must specify RFP # 39943994.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the ITS Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or $250,000.00, whichever is less. The total estimated project lifecycle cost will be the amount used by ITS in the computation of cost points, as the low cost in the denominator of the cost evaluation formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the State is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor’s expense and be payable to the Mississippi Department of Information Technology Services. Prior to approval of the protest bond, ITS reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. The State may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of 1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the State may have at law or in equity.

Should the written protest submitted by the Vendor fail to comply with the content requirements of ITS' protest procedure and policy, fail to be submitted within the
prescribed time limits, or fail to have the appropriate protest bond accompany it, the protest will be summarily dismissed by the ITS Executive Director.

41. **Mississippi Employment Protection Act**

Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Vendor acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.
SECTION V
PROPOSAL EXCEPTIONS

Please return the Proposal Exception Summary Form at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or state “No Exceptions Taken.” If no Proposal Exception Summary Form is included, the Vendor is indicating that he takes no exceptions to any item in this RFP document.

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with "shall" or "must," as long as the following are true:
   1.1 The specification is not a matter of State law;
   1.2 The proposal still meets the intent of the RFP;
   1.3 A Proposal Exception Summary Form is included with Vendor’s proposal; and
   1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the Proposal Exception Summary Form.

2. The Vendor has no liability to provide items to which an exception has been taken. ITS has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and ITS will discuss each exception and take one of the following actions:
   2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
   2.2 ITS will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
   2.3 ITS and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
   2.4 None of the above actions is possible, and ITS either disqualifies the Vendor's proposal or withdraws the award and proceeds to the next ranked Vendor.

3. Should ITS and the Vendor reach a successful agreement, ITS will sign adjacent to each exception which is being accepted or submit a formal written response to the Proposal Exception Summary responding to each of the Vendor’s exceptions. The Proposal Exception Summary, with those exceptions approved by ITS, will become a part of any contract on acquisitions made under this RFP.

4. An exception will be accepted or rejected at the sole discretion of the State.

5. The State desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the State’s RFP, including the Standard Contract in Exhibit A, if
included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

6. For Vendors who have successfully negotiated a contract with ITS in the past, ITS requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to ITS or participated in contract negotiations with ITS on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.
PROPOSAL EXCEPTION SUMMARY FORM

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

<table>
<thead>
<tr>
<th>ITS RFP Reference</th>
<th>Vendor Proposal Reference</th>
<th>Brief Explanation of Exception</th>
<th>ITS Acceptance (sign here only if accepted)</th>
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<tr>
<td>(Reference specific outline point to which exception is taken)</td>
<td>(Page, section, items in Vendor’s proposal where exception is explained)</td>
<td>(Short description of exception being made)</td>
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SECTION VI
RFP QUESTIONNAIRE

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

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

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

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

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


All Vendors must furnish ITS with their MAGIC Vendor code.

MAGIC Vendor Code: ____________________________

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

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

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

If Vendor is claiming status as a Minority Business Enterprise or Woman Business Enterprise, the Vendor must include a copy of their Minority Vendor Self-Certification Form with their RFP response.
2. **Certification of Authority to Sell**
   The Vendor must certify Vendor is a seller in good standing, authorized to sell and able to deliver all items and related services proposed in the State of Mississippi in the time frame specified. Does the Vendor make these certifications? (A yes or no answer is required.)

3. **Certification of No Conflict of Interest**
   Mississippi law clearly forbids a direct or indirect conflict of interest of a company or its employees in selling to the State. The Vendor must answer and/or provide the following:

   3.1 Does there exist any possible conflict of interest in the sale of items to any institution within ITS jurisdiction or to any governing authority? (A yes or no answer is required.)

   3.2 If the possibility of a conflict does exist, provide a list of those institutions and the nature of the conflict on a separate page and include it in your proposal. The Vendor may be precluded from selling to those institutions where a conflict of interest may exist.

4. **Pending Legal Actions**

   4.1 Are there any lawsuits or other legal proceedings against the Vendor that pertain to any of the software, hardware, or other materials and/or services which are a part of the Vendor’s proposal? (A yes or no answer is required.)

   4.2 Are there any criminal or civil proceedings (federal or state) pending against the Vendor or its principals or employees that pertain to any public procurement within the State of Mississippi or elsewhere? (A yes or no answer is required.)

   4.3 If your answer to either of the above is “yes”, provide a copy of same with your proposal and state with specificity the current status of the proceedings.

   4.4 The State, at its sole discretion, may reject the proposal of a Vendor who (a) has criminal or civil proceedings pending that pertain to a public procurement within Mississippi or elsewhere, or (b) has lawsuits or other legal proceedings pending that pertain to any of the products or services which are part of the Vendor’s proposal.

5. **Non-Disclosure of Social Security Numbers**
   Does the Vendor agree that any information system proposed, developed, or modified under this RFP that disseminates, in any form or manner, information or material that contains the Social Security Number of an individual, has mechanisms in place to prevent the inadvertent disclosure of the individual’s Social Security Number to members of the general public or to persons other than those persons who, in the performance of their duties and responsibilities, have a lawful and legitimate need to know the individual’s Social Security Number? This agreement is required by Section 25-1-111 of the Mississippi Code Annotated.
6. **Order and Remit Address**
The Vendor must specify both an order and a remit address:

Order Address:

Remit Address (if different):

7. **Web Amendments**
As stated in Section III, **ITS** will use the **ITS** website to post amendments regarding RFPs before the proposal opening at:

http://www.its.ms.gov/Procurement/Pages/RFPS_Awaiting.aspx

**ITS** may post clarifications until noon seven days prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable.

Vendors may list any questions or items needing clarification discovered in the week prior to the proposal opening in a written format at the beginning of the proposal binder or in the comment section for the individual offering.

Does the Vendor certify that they have reviewed a copy of the **ITS** amendments for RFPs as above stated? (A yes or no answer is required.)

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

9. **E-Verify Registration Documentation**
Vendor must ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008). Vendor must provide documentation of their E-Verify compliance with their RFP response. See Section IV, Item 41 for additional information.
10. **Taxpayer Identification Number**  
Vendor must specify their taxpayer identification number.
SECTION VII
TECHNICAL SPECIFICATIONS

1. How to Respond to this Section

1.1 Beginning with Item 2.1 of this section, label and respond to each outline point in this section as it is labeled in the RFP.

1.2 The Vendor must respond with “ACKNOWLEDGED,” “WILL COMPLY” or “AGREED” to each point in this section. In addition, many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the State’s sole discretion, being subject to disqualification.

1.3 “ACKNOWLEDGED” should be used when no vendor response or vendor compliance is required. “ACKNOWLEDGED” simply means the vendor is confirming to the State that he read the statement. This is commonly used in the RFP sections where the agency’s current operating environment is described or where general information is being given about the project.

1.4 “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the vendor will adhere to the requirement. These terms are used to respond to statements that specify that a vendor or vendor’s proposed solution must comply with a specific item or must perform a certain task.

1.5 If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED,” then the Vendor must respond with “EXCEPTION.” (See Section V, for additional instructions regarding Vendor exceptions.)

1.6 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.

1.7 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

2. Mandatory Provisions in Technical Requirements for this RFP

2.1 Attendance at the Vendor Web Conference on January 4, 2018, at 3:00 PM Central Time is mandatory for any Vendor who intends to submit an RFP response. No exceptions will be granted to this requirement. Any proposal received from a Vendor who did not have an authorized representative at the Vendor Web Conference will be rejected.

2.1.1 To access the Vendor Web Conference, Vendor must contact Wallace Burns via email at Wallace.burns.its.ms.gov no later than 3:00 PM Central Time on January 3, 2018, to receive instructions on how to enter into the Web Conference.
3. **General Overview and Background**

3.1 The MSDH WIC Program seeks to establish a deliverable-based contract for the procurement of Quality Assurance (QA) services. The purpose of the Quality Assurance Service contract is to promote the success of the MSDH WIC Program’s EBT Project by providing QA support, deliverables and monitoring the efforts of an EBT Contractor. The QA Contractor shall monitor EBT Contractor deliverables, perform risk assessment, and ensure project activities are occurring as defined in an approved project schedule.

3.2 The MSDH WIC Program uses the SPIRIT system that is already EBT-enabled and operational. Some modifications and testing may be required to ensure that functionality supports MSDH WIC processes and is fully functional in the MSDH WIC environment. During the course of the project, QA support will extend to any required MIS modifications as well as to the eWIC implementation.

4. **Procurement Project Schedule**

<table>
<thead>
<tr>
<th>Task</th>
<th>Date</th>
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<tbody>
<tr>
<td>First Advertisement Date for RFP</td>
<td>12/12/2017</td>
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<tr>
<td>Second Advertisement Date for RFP</td>
<td>12/19/2017</td>
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<tr>
<td>Deadline to Register for Mandatory Web Conference</td>
<td>3:00 p.m. Central Time on 01/03/2018</td>
</tr>
<tr>
<td>Mandatory Vendor Web Conference</td>
<td>3:00 p.m. Central Time on 01/04/2018</td>
</tr>
<tr>
<td>Deadline for Vendor's Written Questions</td>
<td>3:00 p.m. Central Time on 01/09/2018</td>
</tr>
<tr>
<td>Deadline for Questions Answered and Posted to ITS Web Site</td>
<td>01/23/2018</td>
</tr>
<tr>
<td>Open Proposals</td>
<td>02/06/2018</td>
</tr>
<tr>
<td>Evaluation of Proposals</td>
<td>02/06/18-02/20/18</td>
</tr>
<tr>
<td>Contract Negotiation</td>
<td>02/20/18-03/06/18</td>
</tr>
<tr>
<td>USDA/FNS Review and Approval of Contract</td>
<td>03/06/18-05/05/18</td>
</tr>
<tr>
<td>Proposed Project Implementation Start-up</td>
<td>05/15/18</td>
</tr>
</tbody>
</table>

5. **Statement of Understanding**

5.1 Vendors may request additional information or clarifications to this RFP using the following procedure:

5.1.1 Vendors must clearly identify the specified paragraph(s) in the RFP that is in question.

5.1.2 Vendor must deliver a written document to Wallace Burns at ITS by January 9, 2018, at 3:00 p.m. Central Time. This document must be delivered by hand or mail. Address information is given on page one
of this RFP. ITS WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF QUESTION DOCUMENTS. It is solely the responsibility of the vendor that the clarification document reaches ITS on time. Vendors may contact Wallace Burns to verify the receipt of their document. Documents received after the deadline will be rejected.

5.1.3 All questions will be compiled and answered, and a written document containing all questions submitted and corresponding answers will be posted on the ITS web site by close of business on January 23, 2018.

6. **Technical Requirements**

6.1 The Vendor must provide the below-listed sections detailed in the attached Exhibit B, QA Contractor Organization-Related Checklist Items:

6.1.1 1. Executive Summary

6.1.2 2. Qualifications and Experience of Vendor

6.1.3 3. Project Management, Organization, and Staffing

6.1.4 4. Appendices

6.2 Additionally, the Vendor must describe its acceptance of each and all WIC scope-of-work business requirements contained in Exhibit C attached hereto, providing an approach to satisfy the requirements (tasks and deliverables) in each section.

6.3 If any supplies and/or materials necessary for the provision of the requested deliverables are omitted from Vendor’s proposal, Vendor must be willing to provide such supplies and materials at no additional cost.

7. **Additional Requirements**

7.1 ITS acknowledges that the specifications within this RFP are not exhaustive. Rather, they reflect the known requirements that must be met by the awarded vendor. Vendors must specify, here, what additional deliverables may be needed and are proposed in order to complete the QA project.

8. **Scoring Methodology**

8.1 An Evaluation Team composed of the Mississippi State Department of Health and ITS staff will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals.

8.1.1 Each category included in the scoring mechanism is assigned a weight between one and 100.

8.1.2 The sum of all categories, other than Value-Add, equals 100 possible points.
8.1.3 Value-Add is defined as product(s) or service(s), exclusive of the stated functional and technical requirements and provided to the State at no additional charge, which, in the sole judgment of the State, provide both benefit and value to the State significant enough to distinguish the proposal and merit the award of additional points. A Value-Add rating between 0 and 5 may be assigned based on the assessment of the evaluation team. These points will be added to the total score.

8.1.4 For the evaluation of this RFP, the Evaluation Team will use the following categories and possible points:

<table>
<thead>
<tr>
<th>Category</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Cost Categories:</td>
<td></td>
</tr>
<tr>
<td>Organizational-Related Requirements (see Exhibit B)</td>
<td>30</td>
</tr>
<tr>
<td>Technical Requirements (see Exhibit C)</td>
<td>40</td>
</tr>
<tr>
<td>Total Non-Cost Points</td>
<td>70</td>
</tr>
<tr>
<td>Lifecycle Cost</td>
<td>30</td>
</tr>
<tr>
<td>Total Base Points</td>
<td>100</td>
</tr>
<tr>
<td>Value Add</td>
<td>5</td>
</tr>
<tr>
<td><strong>Maximum Possible Points</strong></td>
<td><strong>105</strong></td>
</tr>
</tbody>
</table>

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

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

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

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

<table>
<thead>
<tr>
<th>Non-Cost Categories</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organizational-Related Requirements (see Exhibit B)</td>
<td>30</td>
</tr>
<tr>
<td>Technical Requirements (see Exhibit C)</td>
<td>40</td>
</tr>
<tr>
<td><strong>Maximum Possible Points</strong></td>
<td><strong>70</strong></td>
</tr>
</tbody>
</table>
8.2.2.2 Proposals meeting fewer than 80% of the requirements in the non-cost categories may be eliminated from further consideration.

8.2.2.3 ITS scores the non-cost categories on a 10-point scale, with 9 points for meeting the requirement. The 'Meets Specs' score for each category is 90% of the total points allocated for that category. For example, the Organizational-Related Requirements category was allocated 30 points; a proposal that fully met all requirements in that section would have scored 27 points. The additional 10% or 3 points is reserved for a proposal that exceeds the requirement for an item in a way that provides additional benefits to the state.

8.3 Stage 3 – Cost Evaluation

8.3.1 Points will be assigned using the following formula:

\[(1-((B-A)/A))^n\]

Where:
A = Total lifecycle cost of lowest valid proposal
B = Total lifecycle cost of proposal being scored
n = Maximum number of points allocated to cost for acquisition

8.3.2 Cost categories and maximum point values are as follows:

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lifecycle Cost</td>
<td>30</td>
</tr>
<tr>
<td>Maximum Possible Points</td>
<td>30</td>
</tr>
</tbody>
</table>

8.4 Stage 4 – Selection of the successful Vendor

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

Vendors must propose a summary of all applicable project costs in the matrix that follows. The matrix must be supplemented by a cost itemization fully detailing the basis of each cost category. The level of detail must address the following elements as applicable: item, description, quantity, retail, discount, extension, and deliverable. Any cost not listed in this section may result in the Vendor providing those products or services at no charge to the State or face disqualification.

Note: Vendors shall submit all QA services pricing separately from the technical response. All cost and pricing information must be separately packaged, sealed, and clearly marked as the cost proposal. Travel expenses will not be reimbursed. The cost of travel should be included in the fixed price for the corresponding deliverable.

There are key QA deliverables that are needed to ensure a successful implementation of MS WIC EBT. The entire list of deliverables is listed in Exhibit C Table 4 of this RFP. Payment will only be made for the deliverables listed below after unconditional acceptance by the MSDH WIC Program. Acceptance by the MSDH WIC Program will be in the form of a written acknowledgement that the Deliverable meets the requirements as specified in this RFP.

Provide the Vendor’s proposed pricing for each of the key deliverables listed in Exhibit C Table 5. Each deliverable will be paid at one time, as one fixed price, except: The fixed price for Deliverables 35 and 36 will be divided into the 24 maximum project months and paid monthly, regardless of how long the implementation takes. The QA Contractor will only be paid for the number of months that services are provided, which may be less than the 24 maximum project months.

<table>
<thead>
<tr>
<th>Deliverable #</th>
<th>Deliverable Title</th>
<th>Fixed Cost</th>
<th>Less 25% Retainage</th>
<th>Payment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>QA 1</td>
<td>Kickoff</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>QA 2</td>
<td>QA Work Plan</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>QA 3</td>
<td>QA, Risk Management, and Change Management Plan</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>QA 4 to 26</td>
<td>EBT Contractor Document Review</td>
<td>FINAL Project Management Plan</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>QA 5</td>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>QA 6</td>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>QA 7</td>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>QA 8</td>
<td></td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Note: Vendor shall submit all QA services pricing separately from the technical response. All cost and pricing information must be separately packaged, sealed, and clearly marked as the cost proposal. Travel expenses will not be reimbursed. The cost of travel should be included in the fixed price for the corresponding deliverable.
### Deliverable # | Deliverable Title
--- | ---
QA 9 | Vendor Web Portal Design
QA 10 | User Acceptance Test (UAT) Testing Plan
QA 11 | UAT Completion Report
QA 12 | Implementation Plan
QA 13 | Performance Testing Report
QA 14 | Pilot Completion Report
QA 15 | Statewide Implementation Completion Report
QA 17 | Security Plan
QA 18 | Training Plan, Training Manual, and Training Materials
QA 19 | Reports Manual
QA 20 | Authorized WIC Retail Vendor Enablement and Certification Plan
QA 21 | Settlement and Reconciliation Manual
QA 22 | Administrative Functions Manual
QA 23 | Customer Service Plan
QA 24 | Interface Control Document
QA 25 | Configuration Management/Release Management Plan
QA 26 | Service Level Agreement Compliance Plan
QA 27 | Draft RTM
QA 28 | Final RTM
QA 29 | UAT Readiness Assessment
QA 30 | UAT Evaluation Report
QA 31 | UAT Technical Results memo and Certification of Readiness for Pilot

| Fixed Cost | Less 25% Retainage | Payment Amount |
--- | --- | ---
$ | $ | $
<table>
<thead>
<tr>
<th>Deliverable #</th>
<th>Deliverable Title</th>
<th>Fixed Cost</th>
<th>Less 25% Retainage</th>
<th>Payment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>QA 32</td>
<td>Level II Vendor Certifications</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>QA 33</td>
<td>Level III Vendor Certifications</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>QA 34</td>
<td>WIC EBT Pilot Evaluation Plan</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>QA 35</td>
<td>WIC EBT Pilot Progress Report</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>QA 36</td>
<td>WIC EBT Pilot Evaluation Report</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>QA 37</td>
<td>Statewide Implementation Readiness Report</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>QA 38</td>
<td>Monthly Status Reporting (show extended amount as X24 months)</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>QA 39</td>
<td>Monthly Risk Management Log (show extended amount as X24 months)</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Performance Bond $ 

**Total Lifecycle Cost** $ $ $ 

**Fully Loaded Hourly Change Order Rate ($):** ____________________________
SECTION IX
REFERENCES

Vendor shall provide three references who can speak to the Vendor’s qualifications and experience in providing quality assurance services in support of the implementation of WIC EBT. Any proposed subcontractors shall include three references for each subcontractor who can speak to the subcontractor’s similar quality assurance qualifications and experience.

Please return the following Reference Forms, and if applicable, Subcontractor Reference Forms.

1. **References**

   1.1 The Vendor must provide at least three (3) references consisting of Vendor accounts that the State may contact. Required information includes customer contact name, address, telephone number, email address, and engagement starting and ending dates. Forms for providing reference information are included later in this RFP section. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession.

   1.2 Any of the following may subject the Vendor’s proposal to being rated unfavorably relative to these criteria or removed from further consideration, at the State’s sole discretion:

      1.2.1 Failure to provide reference information in the manner described;
      1.2.2 Inability of the State to substantiate minimum experience or other requirements from the references provided;
      1.2.3 Non-responsiveness of references to the State’s attempts to contact them; or
      1.2.4 Unfavorable references that raise serious concerns about material risks to the State in contracting with the Vendor for the proposed products or services.

   1.3 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:

      1.3.1 The reference installation must be for a project similar in scope and size to the project for which this RFP is issued;
      1.3.2 The reference installation must have been operational for at least six (6) months.

   1.4 The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, including the procuring agency and/or other agencies or institutions of the State, even if that customer is not included in the Vendor’s list of references, and to utilize such information in the evaluation of the Vendor’s proposal.
1.5 Unless otherwise indicated in the Scoring Methodology in Section VII, reference information available to the State will be used as follows:

1.5.1 As documentation supporting mandatory experience requirements for companies, products, and/or individuals, as required in this RFP;

1.5.2 To confirm the capabilities and quality of a Vendor, product, or individual for the proposal deemed lowest and best, prior to finalizing the award.

1.6 The State reserves the right to forego reference checking when, at the State's sole discretion, the evaluation team determines that the capabilities of the recommended Vendor are known to the State.

2. Subcontractors

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

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

Complete three (3) Reference Forms.

Contact Name: 
Company Name: 
Address: 
Phone #: 
E-Mail: 
Project Start Date: 
Project End Date: 

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

Complete a separate form for each subcontractor proposed.

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

Scope of services/products to be provided by subcontractor:

Complete three (3) Reference Forms for each Subcontractor.

Contact Name:
Company name:
Address:
Phone #:
E-Mail:
Description of product/services/project, including start and end dates:
EXHIBIT A
STANDARD CONTRACT

A properly executed contract is a requirement of this RFP. After an award has been made, it will be necessary for the winning Vendor to execute a contract with ITS. The inclusion of this contract does not preclude ITS from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFP.

If Vendor cannot comply with any term or condition of this Standard Contract, Vendor must list and explain each specific exception on the Proposal Exception Summary Form included in Section V.

PROJECT NUMBER 43510
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
VENDOR INFORMATION
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
MISSISSIPPI STATE DEPARTMENT OF HEALTH

This Professional Services Agreement (hereinafter referred to as “Agreement”) is entered into by and between VENDOR NAME, a STATE OF INCORPORATION corporation having its principal place of business at VENDOR ADDRESS (hereinafter referred to as “Contractor”), and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as “ITS”), as contracting agent for the Mississippi State Department of Health located at 570 East Woodrow Wilson, Jackson, Mississippi 39216 (hereinafter referred to as “Customer”). ITS and Customer are sometimes collectively referred to herein as “State”.

WHEREAS, Customer, pursuant to Request for Proposals (“RFP”) No. 3994 requested proposals for the acquisition of WIC EBT Quality Assurance (“QA”) services, and

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

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

ARTICLE 1 PERIOD OF PERFORMANCE
1.1 Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on the date it is signed by all parties and shall continue until the close of business on October 31, 2019. At the end of the initial term, this Agreement may, upon the written agreement of the parties, be renewed for an additional term, the length of which will be agreed upon by the parties. Sixty (60) days prior to the expiration of the initial term or any renewal term of this Agreement, Contractor shall notify Customer and ITS of the impending expiration and Customer shall have thirty (30) days in which to notify Contractor of its intention to either renew or cancel the Agreement.
1.2 This Agreement will become a binding obligation on the State only upon the issuance of a valid purchase order by the Customer following contract execution and the issuance by ITS of the CP-1 Acquisition Approval Document.

ARTICLE 2 SCOPE OF SERVICES
Contractor shall perform all of the work specified in RFP No. 3994 and Contractor’s Proposal, as accepted by the Customer in response thereto. A summary of the required services is set forth in the Deliverable List attached hereto as “Exhibit A” and incorporated herein by reference.

ARTICLE 3 CONSIDERATION AND METHOD OF PAYMENT

3.1 Except as provided in the Change Order Rate and Procedure Article of this Agreement, the total compensation to be paid to the Contractor by the Customer shall not exceed the fixed price of $INSERT AMOUNT for all services, travel, performances and expenses under this Agreement, payable as described in Exhibit A, unless prior written authorization from ITS has been obtained. Authorization of payments is subject to the written approval of the Customer.

3.2 Customer shall have thirty (30) calendar days, or such other time as is mutually agreed to by the parties in the project plan, to review each deliverable and to either notify Contractor of acceptance or to provide Contractor a detailed list of deficiencies that must be remedied prior to payment being made. In the event the Customer notifies the Contractor of deficiencies, the Contractor shall correct such deficiencies within ten (10) working days, or such other time as is mutually agreed to by the parties in the project plan, unless the Customer consents in writing to a longer period of time.

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

3.4 Upon written acceptance, as set forth in Article 3.2 herein, by the Customer of a deliverable which has an associated payment, the Contractor will invoice the Customer for the invoice amount of that payment as indicated in the attached Exhibit A, less retainage to be withheld in accordance with the Retainage Article herein. Contractor shall submit invoices monthly to Customer for any month in which services are rendered. Contractor shall certify that the billing is true and correct. Contractor shall submit invoices and supporting documentation to Customer electronically at any time during the term of this Agreement using the processes and procedures identified by the State. Customer agrees to pay Contractor in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the State within forty-five (45) days of receipt of the invoice. Contractor understands and agrees that Customer is exempt from the payment of taxes. All payments should be made in United States currency. Payments by state agencies using Mississippi’s Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be
deposited into the bank account of the Contractor's choice. No payment, including final payment, shall be construed as acceptance of defective products or incomplete work, and the Contractor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article herein titled “Entire Agreement.”

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

ARTICLE 4 WARRANTIES
4.1 The Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services.

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

4.3 Contractor represents and warrants that no official or employee of Customer or of ITS, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Contractor warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement. The Contractor also warrants that in the performance of this Agreement no person having any such known interests shall be employed.
4.4 The Contractor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Contractor to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

ARTICLE 5 EMPLOYMENT STATUS
5.1 Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.

5.2 Contractor represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of Customer.

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

5.4 Contractor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Contractor nor employees of Contractor are entitled to state retirement or leave benefits.

5.5 It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Contractor shall be paid as a gross sum with no withholdings or deductions being made by Customer for any purpose from said contract sum, except as permitted herein in the article titled “Termination”.

ARTICLE 6 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS
Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Customer location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of the staff will be asked to leave the premises and may be suspended from further work on the
premises. All Contractor employees and subcontractors who will be working at such locations shall be covered by Contractor’s comprehensive general liability insurance policy.

ARTICLE 7  MODIFICATION OR RENEGOTIATION
This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

ARTICLE 8  AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

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

8.2 Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties’ respective successors and assigns.

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

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

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

ARTICLE 9  AVAILABILITY OF FUNDS
It is expressly understood and agreed that the obligation of Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming, or are insufficient,
either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Customer for the payments or performance due under this Agreement, Customer shall have the right to immediately terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Customer shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

ARTICLE 10 TERMINATION

10.1 Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, as follows: (a) upon the mutual, written agreement of the parties; (b) If either party fails to comply with the terms of this Agreement, the non-defaulting party may terminate the Agreement upon the giving of thirty (30) days written notice unless the breach is cured within said thirty (30) day period; (c) Customer may terminate the Agreement in whole or in part without the assessment of any penalties upon thirty (30) days written notice to Contractor if Contractor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, or (d) Customer may terminate the Agreement for any reason without the assessment of any penalties after giving thirty (30) days written notice specifying the effective date thereof to Contractor. The provisions of this Article do not limit either party’s right to pursue any other remedy available at law or in equity.

10.2 In the event Customer terminates this Agreement, Contractor shall be paid for satisfactory work completed by Contractor and accepted by Customer prior to the termination. Such compensation shall be based upon the amounts set forth in the Article herein on “Consideration and Method of Payment”, but in no case shall said compensation exceed the total fixed price of this Agreement.

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

ARTICLE 11 GOVERNING LAW

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

ARTICLE 12 WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.
ARTICLE 13  SEVERABILITY
If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State’s purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

ARTICLE 14  CAPTIONS
The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or Article in this Agreement.

ARTICLE 15  HOLD HARMLESS
To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect and exonerate Customer, ITS and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Contractor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform this Agreement.

ARTICLE 16  THIRD PARTY ACTION NOTIFICATION
Contractor shall notify Customer in writing within five (5) business days of Contractor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Contractor or Customer by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Contractor's performance under this Agreement. Failure of the Contractor to provide such written notice to Customer shall be considered a material breach of this Agreement and the Customer may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 17  AUTHORITY TO CONTRACT
Contractor warrants that it is a validly organized business with valid authority to enter into this Agreement; that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

ARTICLE 18  NOTICE
Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Customer’s address for notice is: Mr. Kevin Gray, Health Informatics Director, Mississippi State Department of Health, 570 East Woodrow Wilson, Jackson, Mississippi 39216. The Contractor’s address for notice is: VENDOR NOTICE INFORMATION. Notice shall be deemed
given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

ARTICLE 19 RECORD RETENTION AND ACCESS TO RECORDS
Contractor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Customer, ITS, any state or federal agency authorized to audit Customer, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Contractor's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Contractor's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Contractor for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 20 INSURANCE
Contractor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Contractor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Contractor will, upon request, furnish Customer with a certificate of conformity providing the aforesaid coverage.

ARTICLE 21 DISPUTES
Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Contractor and Customer, shall be decided by the Executive Director of ITS or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

ARTICLE 22 COMPLIANCE WITH LAWS
22.1 Contractor shall comply with, and all activities under this Agreement shall be subject to, all Customer policies and procedures, and all applicable federal, state, and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Contractor shall comply with USDA Federal Nutrition Service Handbook 901 (January 2017), Section A11 Federal Procurement Clauses, herein listed for convenience in Appendix F. Specifically, but not limited to, Contractor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability. Further, if applicable, Contractor shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein.

22.2 Contractor represents and warrants that it will comply with the state's data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Contractor represents and warrants that it will comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) (“Privacy Rule” and “Security Regulations”, individually; or “Privacy and Security

**ARTICLE 23  CONFLICT OF INTEREST**
Contractor shall notify the Customer of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to the Customer’s satisfaction, the Customer reserves the right to terminate this Agreement.

**ARTICLE 24  SOVEREIGN IMMUNITY**
By entering into this Agreement with Contractor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

**ARTICLE 25  CONFIDENTIAL INFORMATION**
25.1 Contractor shall treat all Customer data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Customer. In the event that Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform Customer and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Agreement on behalf of, or under the rights of the Contractor following any termination or completion of this Agreement.

25.2 With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Contractor. ITS will provide third party notice to Contractor of any requests received by ITS for any such confidential exhibits so as to allow Contractor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

25.3 The parties understand and agree that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed confidential information.

**ARTICLE 26  EFFECT OF SIGNATURE**
Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the State or the Contractor on the basis of draftsmanship or preparation hereof.

**ARTICLE 27  OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS**
All data, electronic or otherwise, collected by Contractor and all documents, notes, programs, data bases (and all applications thereof), files, reports, studies, and/or other material collected
and prepared by Contractor in connection with this Agreement, whether completed or in progress, shall be the property of Customer upon completion of this Agreement or upon termination of this Agreement. Customer hereby reserves all rights to the databases and all applications thereof and to any and all information and/or materials prepared in connection with this Agreement. Contractor is prohibited from use of the above described information and/or materials without the express written approval of Customer.

ARTICLE 28 NON-SOLICITATION OF EMPLOYEES
Contractor agrees not to employ or to solicit for employment, directly or indirectly, any of the Customer’s employees until at least one (1) year after the expiration/termination of this Agreement unless mutually agreed to the contrary in writing by the Customer and the Contractor and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government.

ARTICLE 29 ENTIRE AGREEMENT
29.1 This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. The RFP No. 3994 and Contractor’s Proposal in response to RFP No. 3994 are hereby incorporated into and made a part of this Contract.

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

A. This Agreement signed by the parties hereto;
B. Any exhibits attached to this Agreement;
C. RFP No. 3994 and written addenda, and
D. Contractor’s Proposal, as accepted by Customer, in response to RFP No. 3994.

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

ARTICLE 30 STATE PROPERTY
Contractor shall be responsible for the proper custody of any Customer-owned property furnished for Contractor’s use in connection with work performed pursuant to this Agreement. Contractor shall reimburse the Customer for any loss or damage, normal wear and tear excepted.

ARTICLE 31 SURVIVAL
Articles 4, 11, 15, 19, 24, 25, 27, 28, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.
ARTICLE 32 DEBARMENT AND SUSPENSION CERTIFICATION
Contractor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

ARTICLE 33 SPECIAL TERMS AND CONDITIONS
It is understood and agreed by the parties to this Agreement that there are no special terms and conditions.

ARTICLE 34 COMPLIANCE WITH ENTERPRISE SECURITY POLICY
Contractor and Customer understand and agree that all products and services provided by Contractor under this Agreement must be and remain in compliance with the State of Mississippi’s Enterprise Security Policy. The parties understand and agree that the State’s Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Contractor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

ARTICLE 35 STATUTORY AUTHORITY
By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the executive director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Customer’s or Contractor’s contractual obligations, financial or otherwise, contained within this Agreement. The parties further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by Customer’s funding source.

ARTICLE 36 TRANSPARENCY
In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi’s accountability website at: https://www.transparency.mississippi.gov. Prior to ITS posting the
Article 37  Change Order Rate and Procedure

37.1 It is understood that the State may, at any time by a written order, make changes in the scope of the project. No changes in scope are to be conducted or performed by the Contractor except by the express written approval of the State. The Contractor shall be obligated to perform all changes requested by the Customer, which have no price or schedule effect.

37.2 The Contractor shall have no obligation to proceed with any change that has a price or schedule effect until the parties have mutually agreed in writing thereto. Neither the State nor the Contractor shall be obligated to execute such a change order; and if no such change order is executed, the Contractor shall not be obliged or authorized to perform services beyond the scope of this Agreement and the contract documents. All executed change orders shall be incorporated into previously defined deliverables.

37.3 With respect to any change orders issued in accordance with this Article, the Contractor shall be compensated for work performed under a change order according to the hourly change order rate of $INSERT AMOUNT. If there is a service that is not defined in the change order rate, the Contractor and the State will negotiate the rate. The Contractor agrees that this change order rate shall be a “fully loaded” rate, that is, it includes the cost of all materials, travel expenses, per diem, and all other expenses and incidentals incurred by the Contractor in the performance of the change order. The Contractor shall invoice the Customer upon acceptance by the Customer of all work documented in the change order, and the Customer shall pay invoice amounts on the terms set forth in this Agreement. The Contractor acknowledges and agrees that the fully-loaded change order hourly rates in Exhibit A must remain valid for the duration of the Agreement, with annual increases not to exceed the lesser of a five percent increase or an increase in the consumer price index, all Urban Consumer U.S. City Average (C.P.I.-U).

37.4 Upon agreement of the parties to enter into a change order, the parties will execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to implement the work contemplated therein. The price of the work to be performed under any change order will be determined based upon the change order rate; however, the change order will be issued for a total fixed dollar amount and may not be exceeded regardless of the number of hours actually expended by the Contractor to complete the work required by that change order. The project work plan will be revised as necessary.

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

37.6 In the event the Contractor and the State enter into a change order which increases or decreases the time required for the performance of any part of the work under this Agreement,
the Contractor shall submit to the Customer a revised version of the project work plan, clearly indicating all changes, at least five (5) working days prior to implementing any such changes.

37.7 The Customer shall promptly review all revised project work plans submitted under this Agreement, and shall notify the Contractor of its approval or disapproval, in whole or in part, of the proposed revisions, stating with particularity all grounds for any disapproval, within ten (10) working days of receiving the revisions from the Contractor. If the Customer fails to respond in such time period or any extension thereof, the Customer shall be deemed to have approved the revised project work plan.

ARTICLE 38 PERSONNEL ASSIGNMENT GUARANTEE
Contractor guarantees that the personnel assigned to this project will remain a part of the project throughout the duration of the Agreement as long as the personnel are employed by the Contractor and are not replaced by Contractor pursuant to the third paragraph of the Article herein titled “Employment Status”. Contractor further agrees that the assigned personnel will function in the capacity for which their services were acquired throughout the life of the Agreement, and any failure by Contractor to so provide these persons shall entitle the State to terminate this Agreement for cause. Contractor agrees to pay the Customer fifty percent (50%) of the total contract amount if any of the assigned personnel is removed from the project prior to the ending date of the contract for reasons other than departure from Contractor’s employment or replacement by Contractor pursuant to the third paragraph of the Article herein titled “Employment Status”. Subject to the State’s written approval, the Contractor may substitute qualified persons in the event of the separation of the incumbents therein from employment with Contractor or for other compelling reasons that are acceptable to the State, and in such event, will be expected to assign additional staff to provide technical support to Customer within thirty calendar days or within such other mutually agreed upon period of time, or the Customer may, in its sole discretion, terminate this Agreement immediately without the necessity of providing thirty (30) days notice. The replacement personnel shall have equal or greater ability, experience and qualifications than the departing personnel, and shall be subject to the prior written approval of the Customer. The Contractor shall not permanently divert any staff member from meeting work schedules developed and approved under this Agreement unless approved in writing by the Customer. In the event of Contractor personnel loss or redirection, the services performed by the Contractor shall be uninterrupted and the Contractor shall report in required status reports its efforts and progress in finding replacements and the effect of the absence of those personnel.

ARTICLE 39 LIQUIDATED DAMAGES
It is agreed by the parties hereto that time is of the essence, and that in the event of a delay in the satisfactory completion and acceptance of the services provided for herein, damage shall be sustained by Customer. In the event of a delay as described herein, Contractor shall pay Customer, within five (5) calendar days from the date of receipt of notice, fixed and liquidated damages of $500.00 per day for each calendar day of delay caused by Contractor. Customer may offset amounts due it as liquidated damages against any monies due Contractor under this Agreement. Customer will notify Contractor in writing of any claim for liquidated damages pursuant hereto on or before the date Customer deducts such sums from money payable to Contractor. Any liquidated damages assessed are in addition to and not in limitation of any other rights or remedies of Customer.
ARTICLE 40 PERFORMANCE BOND
As a condition precedent to the formation of this Agreement, the Contractor must provide a performance bond as herein described. To secure the Contractor’s performance, the Contractor shall procure, submit to the State with this executed Agreement, and maintain in effect at all times during the course of this Agreement, a performance bond in the total amount of this Agreement. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the performance bond, and shall identify a contact person to be notified in the event the State is required to take action against the bond. The term of the performance bond shall be concurrent with the term of this Agreement, with the exception of post-warranty maintenance and support, and shall not be released to Contractor until final acceptance of all products and deliverables required herein or until the warranty period, if any, has expired, whichever occurs last. If applicable, and at the State’s sole discretion, the State may, at any time during the warranty period, review Contractor’s performance and performance of the products/services delivered and determine that the Contractor’s performance bond may be reduced or released prior to expiration of the full warranty period. The performance bond shall be procured at Contractor’s expense and be payable to the Customer. The cost of the bond may be invoiced to the Customer after project initiation only if itemized in the Contractor’s cost proposal and in the attached Exhibit A. Prior to approval of the performance bond, the State reserves the right to review the bond and require Contractor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by Contractor. The bond must specifically refer to this Agreement and shall bind the surety to all of the terms and conditions of this Agreement. If the Agreement is terminated due to Contractor’s failure to comply with the terms thereof, Customer may claim against the performance bond.

ARTICLE 41 RETAINAGE
To secure the Contractor’s performance under this Agreement, the Contractor agrees the Customer shall hold back as retainage twenty-five percent (25%) of each amount payable under this Agreement. The retainage amount will continue to be held until final acceptance of the deliverables by the Customer.

For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.
State of Mississippi, Department of Information Technology Services, on behalf of Mississippi State Department of Health

By:________________________________ By:_____________________________

Authorized Signature Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D. Printed Name:______________________

Title: Executive Director Title:______________________________

Date: __________________________ Date:______________________________
## EXHIBIT A
**Payment Schedule and Deliverables**

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<td>Customer Service Plan</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<tr>
<td>QA 24</td>
<td>Interface Control Document</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<tr>
<td>QA 25</td>
<td>Configuration Management/Release Management Plan</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>QA 26</td>
<td>Service Level Agreement Compliance Plan</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>QA 27</td>
<td>Draft RTM</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>QA 28</td>
<td>Final RTM</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>QA 29</td>
<td>UAT Readiness Assessment</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>QA 30</td>
<td>UAT Evaluation Report</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<tr>
<td>QA 31</td>
<td>UAT Technical Results memo and Certification of Readiness for Pilot</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<tr>
<td>QA 32</td>
<td>Level II Vendor Certifications</td>
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<td>$</td>
<td>$</td>
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<tr>
<td>QA 33</td>
<td>Level III Vendor Certifications</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<tr>
<td>QA 34</td>
<td>WIC EBT Pilot Evaluation Plan</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<tr>
<td>QA 35</td>
<td>WIC EBT Pilot Progress Report</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>QA 36</td>
<td>WIC EBT Pilot Evaluation Report</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>QA 37</td>
<td>Statewide Implementation Readiness Report</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Monthly Status Reporting</td>
<td>(show extended amount as X24 months)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------</td>
<td>--------------------------</td>
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<td>QA 39</td>
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<td>Performance Bond</td>
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<tr>
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<td>Release of Retainage</td>
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</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
EXHIBIT B
MISSISSIPPI WIC EBT QA CONTRACTOR CHECKLIST ITEMS

In submitting their technical response, Vendors shall present a detailed plan describing the services they are offering to perform and their capabilities and qualifications. The technical response shall not merely restate the RFP requirements, but shall clearly explain how the requirements will be met. Responses which merely offer to conduct a program in accordance with the requirements of the RFP will be deemed non-responsive and will not receive further consideration.

In continuation of the checklist items contained in ITS RFP Response Checklist on Page 2, Vendor must address all below requirements, which shall be submitted in the format and sequence described below.

1. Executive Summary: The Vendor shall submit an executive summary that briefly reviews the strengths of the Vendor and key features of its proposed approach to meet the requirements of this RFP.

2. Qualifications and Experience of Vendor: In this section of the proposal, the Vendor shall provide evidence of their corporate qualifications for performing the work specified in this RFP. This section shall also describe the corporate capabilities of any proposed subcontractors. The Vendor must provide evidence of each subcontractor’s intent to participate as part of the Vendor’s team.

3. Project Management, Organization, and Staffing: In this section of the proposal, the Vendor shall provide a proposed organization chart for the MSDH WIC EBT project QA services defining how the Vendor shall organize, staff, and manage the project. The Vendor shall provide detailed information, including resumes, of key staff members assigned to this project. The response shall include a discussion of the proposed lines of authority and how the project management team of the Vendor shall be involved in the administration of the services, including the coordination and communication internally and among all subcontractors.

4. Appendices: Throughout the requirements, the MSDH WIC Program has requested a draft Work Plan for the QA services for MSDH WIC EBT Project and a proposed format for several deliverables. Within the same Appendix, Vendors shall provide an example of a similar deliverable from recent WIC EBT Implementations.
   a. Appendix A: Draft QA Work Plan
   b. Appendix B: Proposed EBT Contractor Deliverable Review Report Format
   c. Appendix C: Proposed RTM Format and 1 page sample
   d. Appendix D: Proposed Pilot Evaluation Executive Summary
   e. Appendix E: Proposed Statewide Implementation Readiness Report
   f. Appendix F: Proposed QA Monthly Status Report
   g. Appendix G: Proposed QA Risk Log Format and 1 page sample

5. Vendor response to Cost Sheet (Section 5)

Table 1: Definitions, Acronyms, and Abbreviations
### Acronyms & Terms

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARU</td>
<td>Automated Response Unit, a phone line used by Cardholders to set their PIN, hear their card balance, etc.</td>
</tr>
<tr>
<td>EBT</td>
<td>Electronic Benefits Transfer</td>
</tr>
<tr>
<td>EBT Contractor</td>
<td>The company that will assist with EBT implementation and provide EBT processing and other services.</td>
</tr>
<tr>
<td>FNS</td>
<td>Food and Nutrition Service of the USDA</td>
</tr>
<tr>
<td>IAPD</td>
<td>Implementation Advanced Planning Document</td>
</tr>
<tr>
<td>IT</td>
<td>Information Technology</td>
</tr>
<tr>
<td>MIS</td>
<td>Management Information System</td>
</tr>
<tr>
<td>MSDH</td>
<td>Mississippi State Department of Health</td>
</tr>
<tr>
<td>PM</td>
<td>Project Manager</td>
</tr>
<tr>
<td>QA Contractor</td>
<td>Quality Assurance Contractor</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposal</td>
</tr>
<tr>
<td>RTM</td>
<td>Requirements Traceability Matrix</td>
</tr>
<tr>
<td>SOW</td>
<td>Scope of Work</td>
</tr>
<tr>
<td>SPIRIT</td>
<td>Successful Partners In Reaching Innovative Technology; The eligibility system used in the MSDH WIC Program clinics.</td>
</tr>
<tr>
<td>UAT</td>
<td>User Acceptance Testing</td>
</tr>
<tr>
<td>USDA</td>
<td>United States Department of Agriculture</td>
</tr>
<tr>
<td>Vendor</td>
<td>A vendor store that becomes (is) WIC EBT enabled and WIC authorized.</td>
</tr>
<tr>
<td>WIC</td>
<td>Special Supplemental Nutrition Program for Women, Infants, and Children</td>
</tr>
</tbody>
</table>
EXHIBIT C – QA CONTRACTOR RFP REQUIREMENTS
SCOPE AND OBJECTIVE

The MSDH WIC Program seeks to establish a deliverable based contract for the procurement of Quality Assurance (QA) services. The purpose of the Quality Assurance Service contract is to promote the success of the MSDH WIC Program’s WIC EBT Project by providing QA support, deliverables and monitoring the efforts of an EBT Contractor. The QA Contractor shall monitor EBT Contractor deliverables, perform risk assessment, and ensure project activities are occurring as defined in an approved project schedule.

The MSDH WIC Program uses the SPIRIT system that is already EBT enabled and operational. Some modifications and testing may be required to ensure that functionality supports MSDH WIC processes and is fully functional in the MSDH WIC environment. QA support will extend to any required MIS modifications as well as to the eWIC implementation.

The EBT Contractor and QA Contractor contracts are anticipated to begin in January of 2018, with proposed implementation milestones as follows:

Table 2: MSDH WIC Program Projected WIC EBT Implementation Timeline

<table>
<thead>
<tr>
<th>Project Milestone</th>
<th>Projected Date/Timeframe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Start Date</td>
<td>March 2018</td>
</tr>
<tr>
<td>User Acceptance Testing (UAT)</td>
<td>October to December 2018</td>
</tr>
<tr>
<td>Pilot</td>
<td>February to May 2019</td>
</tr>
<tr>
<td>Staggered Rollout</td>
<td>July to September 2019</td>
</tr>
<tr>
<td>Implementation project closure</td>
<td>October 2019</td>
</tr>
</tbody>
</table>

Note: Implementation milestone dates referenced in this document are estimates. A final schedule will be determined after the contract with the EBT Contractor has been awarded.

1. QA Service Task Requirements

The QA Contractor shall provide specialized knowledge and expertise in QA for the MSDH WIC EBT Project through regular oral and written assessments, recommendations, and reports on the attributes and variables (e.g., cost, schedule, scope, quality, accuracy, completeness, timeliness, and consistency of deliverables) and should include proactive, preventive measures to assist in problem identification and resolution.

The QA Contractor shall work with the MSDH WIC Program State Office Staff, an EBT Contractor, and a WIC EBT Project Manager (PM). At this time, the MSDH WIC Program has not yet determined if the WIC EBT PM will be a Contractor or a State employee. If the MSDH WIC Program determines that a PM will be a Contractor, the same Company cannot perform both the QA Contractor and PM Contractor roles or EBT processor role.

1.1. Roles and Responsibilities

1.1.1 Quality Assurance Services

1) Provide continuous and independent review of all project related deliverables from the start of the contract through service development, implementation, and closeout phases of the project.

2) Promote stability, quality, and success of the WIC EBT services implementation and processes.

3) Participate in all phases of the project life cycle; conduct risk analysis and identify potential risks and issues.
4) Evaluate any methodology, business and technical requirements, and validate requirements against FNS guidelines.

5) Evaluate the EBT Contractor’s plan to develop services, vendor enablement strategies, and ideas for providing ongoing services during operation.

6) Monitor and provide guidance related to MIS related technical design or testing efforts in preparation for EBT UAT.

7) Monitor and provide guidance related to Vendor Certifications (level II in lab certifications as well as level III live shopping certifications).

8) Review and provide feedback on any testing and certification activities; assess quality assurance criteria, assess overall testing/quality assurance/certification approach/methodology; and evaluate testing facilities and tools.

9) Review and provide feedback, including recommendations, on training plans and materials.

10) Assist with plans for a Pilot program, assess results, and provide onsite support during Pilot.

11) Examine and provide feedback on Successful Partners In Reaching Innovative Technology (SPIRIT) Management Information Systems (MIS) enhancements/releases affecting the EBT Contractor’s interface.

12) Submit QA deliverables as required and after deliverable acceptance submit invoices for payment by the MSDH WIC Program.

13) Provide a QA Project Manager (PM) and QA team able to competently complete all tasks and deliverables.

Please note that any staff proposed in the Vendor response will be determined to be key staff. The QA Contractor must receive prior written MSDH WIC Program approval for any changes to the QA Project Staff. The MSDH WIC Program also reserves the right to reject any replacement and reserves the right to request a replacement should the MSDH WIC Program deem it necessary.

1.1.2 The MSDH WIC Program State Office staff

1) Participate in work sessions for the development of the requirements specifications.

2) Review and provide input on draft documents and deliverables.

3) Collaborate with the QA Contractor on issues, test plans, schedules, overall project performance, and other quality indicators.

4) Participate in project meetings.

5) Assist the QA Contractor in receipt of all pertinent information, deliverable and applicable project documentation.

6) Prior to the project kickoff, the MSDH WIC Program State Office staff shall confer with FNS to confirm what reporting is required during project phases, what formal documents must be submitted and what time frame must be allotted for a formal acceptance prior to the progress to the next phase. Any FNS requirements and review timeframes, shall be included in the final project work plan.

1.2 Deliverable Requirements

1) The format of all deliverables, such as plans, assessments, reports, or otherwise as specified herein shall be provided in Microsoft (MS) 2010 versions of Word, MS Excel, or MS Project formats, as appropriate, or as otherwise specified by the MSDH WIC Program.

2) Electronic submission of all deliverables shall be acceptable, unless specified otherwise.

3) All deliverables shall be submitted directly to the WIC EBT PM.

4) The MSDH WIC Program desires to keep deliverable review and revision cycles to a minimum; therefore, it is expected that all QA deliverables will be free of spelling and grammar
errors, meet the minimum requirements in this scope of work, and have been reviewed internally before submission to the MSDH WIC Program.

5) The QA Work Plan shall incorporate the following intervals relative to the schedule for submission and approval of all deliverables:
   a) The MSDH WIC Program will have not less than ten (10) business days in which to provide comments on all draft deliverables provided by the QA Contractor. The MSDH WIC Program may elect to extend a review period by an additional ten (10) business days for review of complex or extensive documents.
   b) Final deliverables shall be submitted by the QA Contractor to the MSDH WIC Program for final approval not more than five (5) business days after comments have been provided by the MSDH WIC Program.
   c) The MSDH WIC Program will have not less than five (5) business days in which to approve all final deliverables.

6) Unless explicitly stated otherwise, the schedule for all deliverables shall be as reflected in the latest version of the approved QA Work Plan.

7) Several deliverables may be used to communicate project status to FNS, if requested. The QA Contractor must ensure that deliverables are in compliance with FNS 901 Handbook and other FNS guidelines and standards.

1.3 Project Repository
1) The QA Contractor shall provide, establish, and maintain a web-based central repository for all WIC EBT project deliverables, documentation, and other related materials. The repository shall be maintained for six (6) months after project roll-out is complete.

2) The repository design shall allow for controlled access and shall include security and safeguards to prevent unauthorized access.

3) The QA Contractor will obtain MSDH WIC Program approval before access is granted to any personnel of the MSDH WIC Program, the QA Contractor, or the EBT Contractor.

4) The MSDH WIC Program shall retain ownership of all materials stored on the site.

1.4 Project Work Environment
1) The QA Contractor is expected to work with the EBT Contractor in an efficient and professional manner. Both the QA Contractor and the EBT Contractor shall report to the WIC EBT PM; any disputes between the QA Contractor and the EBT Contractor shall be resolved by the WIC EBT PM.

2) Contract personnel shall work onsite as agreed upon by the MSDH WIC Program and QA Contractor in the Kickoff meeting.

3) While the QA Contractor is working onsite, the MSDH WIC Program will provide a workspace, telephone access, internet connectivity, and normal office supplies to support daily activities. When not onsite, the QA Contractor will be responsible for their own office space, connectivity, and supplies.

In their proposal, each Vendor must discuss its ability to perform the following tasks and deliverables. Note: Where travel is required to perform a task or complete a deliverable, the Vendor must identify in its proposal the number of trips, the number of days per trip, and the number of persons expected to be onsite.
2. QA Tasks and Deliverables

2.1 Task 1 – Project Management and Planning

2.1.1 Project Kickoff Meeting
The QA Contractor shall participate in a kickoff meeting with the EBT Contractor and the MSDH WIC Program, within four (4) weeks of Contract execution. The kickoff will be held at the MSDH WIC Program State Office in Ridgeland, MS.

The QA Contractor shall attend up to three full business days of meetings with the EBT Contractor and MSDH WIC Program. The MIS maintenance contractor may also attend the project kickoff.

The QA Contractor shall plan a meeting between the QA Contractor and MSDH WIC Program to occur during the same trip. The QA Contractor shall facilitate the meeting and provide an agenda in advance and coordinate with the staff who should attend the meeting.

The objectives of the meeting are to:
1) Introduce key staff and establish the working relationship between the QA Contractor and the MSDH WIC Program;
2) Provide the MSDH WIC Program an opportunity to provide the QA Contractor with all the information and materials relevant to the MSDH WIC Program EBT project;
3) Update the QA Contractor with the status of the MSDH WIC EBT project;
4) Provide direction for the QA Contractor to begin its review of tasks, including any additional detail for the tasks and the timetable for the completion of those tasks.
5) Review the draft QA Work Plan.

Deliverable QA 1 – QA Kickoff. The QA Contractor shall provide a QA Agenda within five (5) business days following the QA contract execution. The QA Contractor shall facilitate the QA kickoff. The QA Contractor shall provide QA Meeting Notes provided five (5) business days following the conclusion of on-site kickoff meetings.

2.1.2 Quality Assurance Work Plan
The QA Contractor shall develop and maintain a QA Work Plan or work schedule showing all QA tasks, deliverables, and requirements presented in a MS Project file and pdf formatted to print. During the kickoff, the MSDH WIC Program and the QA Contractor can determine what format the QA Work Plan will be presented in regular status reporting.

Once the EBT Contractor’s work plan is approved, and anytime significant changes are made in the project schedule or upon request, the QA Contractor shall update the QA Work Plan based on the tasks completed and revised dates. MSDH WIC Program will determine if significant updates to the QA Work Plan shall be presented in MS Project or another format.

The QA Work Plan shall identify the following:
1) Include all tasks and deliverables including intermediate steps required to complete each task;
2) Project Milestones to be achieved;
3) Identify the Critical path and critical tasks;
4) Each work plan item should include a task name, task number (if applicable) deliverable number (if applicable), duration, start date, end date, predecessor links (if applicable) and resources used for each task (i.e. the QA Contractor, EBT Contractor, or the MSDH WIC Program);
5) Each work plan item/task should not exceed a duration of twenty days; and
6) Updates will be based on a schedule agreed to by the QA Contractor and the MSDH WIC Program.

**Deliverable QA 2 – QA Work Plan.** The Vendor shall provide a draft of the QA Work Plan with the RFP response, and the final QA Work Plan to the WIC EBT PM no later than five (5) business days after the QA Contract execution date. The draft of the QA Work Plan shall be submitted by the Vendor as part to the response to this RFP, and labeled as: Appendix A: Draft QA Work Plan.

**2.2 Task 2 – Quality Assurance, Risk Management, and Change Management Plan**

The QA Contractor shall develop an independent QA, Risk Management, and Change Management Plan. The Plan shall:

1) Include a strategy to identify potential risks associated with the implementation of WIC EBT and include a risk mitigation analysis.
2) Identify a methodology to monitor all EBT Contractor project objectives, deliverables, critical and non-critical tasks, and critical success factors.
3) Include a strategy to identify contingencies should the EBT Contractor deadlines not be met.
4) Include a methodology to evaluate the EBT Contractor’s vendor enablement and certification plans to identify potential risks and recommend mitigation strategies.
5) Identify a strategy for ensuring that the EBT Contractor is on target for certifying all WIC Vendors and that all vendors are certified within an agreed upon timeframe prior to Pilot and each Rollout.
6) Include a methodology to evaluate the EBT Contractor’s configuration management and change control methods. The methodology shall include a process that ensures changes are reviewed, prioritized, and evaluated in a coordinated and timely manner.
7) Include a methodology to ensure that the EBT system is in compliance with all applicable standards, requirements, specifications, and FNS regulations.

To assist the MSDH WIC Program with risk management, the QA Contractor shall:

1) Proactively identify potential areas of risk (e.g., schedule slippage, cost overruns, QA concerns, changes in resources, etc.);
2) Actively identify risks and work with the MSDH WIC Program and the EBT Contractor on mitigation strategies;
3) Notify the MSDH WIC Program of identified risks within three (3) business days of discovery, and provide a recommended mitigation strategy for each identified risk within five (5) business days of the risk identification;
4) Report the findings of all risk reviews and recommend risk mitigation strategies in the Monthly Assessment Report described in Task 9.

This Plan shall be consistent with the EBT Contractor’s Project Management Plan to ensure a comprehensive and complementary project quality management, risk management, and change management processes.

**Deliverable QA 3 – QA, Risk Management, and Change Management Plan.** A QA, Risk Management, and Change Management Plan is due within twenty (20) business days following contract execution. A draft may be provided and reviewed during the QA kickoff.

**2.3 Task 3 – EBT Contractor Document Reviews**

The QA Contractor shall provide an independent review of deliverables and other documentation provided by the EBT Contractor to ensure that the materials are complete, accurate, clear,
current, and compatible with the EBT Contractor requirements, all other project documentation, FNS requirements and guidelines for WIC EBT Systems. The QA Contractor will report all comments and recommendations for improvement of the EBT Contractor deliverables to the WIC EBT PM.

Not all EBT Contractor deliverables will be reviewed by the QA Contractor. Therefore, some EBT Contractor deliverable numbers are omitted in the list of QA Deliverables listed in Table 3.

**Deliverable QA 4 through 26 – EBT Contractor Document Review.** The QA Contractor shall review all EBT Contractor deliverables identified in Table 3. The results of the review shall be submitted to the WIC EBT PM within eight (8) business days following the submission of the EBT Contractor deliverable to the MSDH WIC Program. Each of the QA Contractor reviews of the EBT Contractor deliverables shall be in a separate Deliverable Review Report.

The format to this Deliverable Review Report shall be proposed by the Vendor as part of the response to this RFP, and labeled as: Appendix B: Proposed EBT Contractor Deliverable Review Report Format.

**Table 3: EBT Contractor Deliverables and Corresponding QA Deliverables**

<table>
<thead>
<tr>
<th>QA #</th>
<th>EBT#</th>
<th>EBT Contractor’s Deliverable</th>
<th>EBT Contractor’s Deliverable Timeline</th>
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<tbody>
<tr>
<td>4</td>
<td>1.1</td>
<td>FINAL Project Management Plan</td>
<td>15 calendar days from Contract execution date</td>
</tr>
<tr>
<td>5</td>
<td>2.1</td>
<td>FINAL Project Work Plan and Schedule</td>
<td>30 calendar days from Contract execution date</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>Communication and Coordination Plan</td>
<td>30 Calendar days from Contract execution date</td>
</tr>
<tr>
<td>7</td>
<td>8</td>
<td>Automated Response Unit (ARU) Flow Design</td>
<td>60 calendar days prior to UAT start date</td>
</tr>
<tr>
<td>8</td>
<td>9</td>
<td>Cardholder Web Portal Design</td>
<td>60 calendar days prior to UAT start date</td>
</tr>
<tr>
<td>9</td>
<td>10</td>
<td>Vendor Web Portal Design</td>
<td>60 calendar days prior to UAT start date</td>
</tr>
<tr>
<td>10</td>
<td>11</td>
<td>User Acceptance Test (UAT) Testing Plan</td>
<td>60 calendar days prior to UAT start date</td>
</tr>
<tr>
<td>11</td>
<td>12</td>
<td>UAT Completion Report</td>
<td>Three (3) business days from MSDH WIC Program declaring completion of UAT date</td>
</tr>
<tr>
<td>12</td>
<td>13</td>
<td>Implementation Plan</td>
<td>60 calendar days prior to Pilot start date</td>
</tr>
<tr>
<td>13</td>
<td>14</td>
<td>Performance Testing Report</td>
<td>30 calendar days prior to the Pilot end date</td>
</tr>
<tr>
<td>14</td>
<td>15</td>
<td>Pilot Completion Report</td>
<td>Three (3) business days from MSDH WIC Program declaring completion of Pilot date</td>
</tr>
<tr>
<td>15</td>
<td>16</td>
<td>Statewide Implementation Completion Report</td>
<td>15 calendar days from end of last MSDH WIC Statewide Implementation / Rollout Wave Completion</td>
</tr>
<tr>
<td>16</td>
<td>17</td>
<td>Systems Operations and Interface Procedures Manual</td>
<td>30 calendar days prior to UAT start date</td>
</tr>
<tr>
<td>17</td>
<td>19</td>
<td>Security Plan</td>
<td>90 calendar days from Contract execution date</td>
</tr>
</tbody>
</table>
2.4 Task 4 – Requirements Validation

The QA Contractor shall assist the MSDH WIC Program in assuring all requirements are defined and met by the EBT Contractor by participating in all Joint Application Design (JAD) sessions, as applicable, to ensure all contract requirements are covered and to assure all FNS requirements for a WIC EBT project are discussed and documented. The QA Contractor shall review and evaluate any MSDH WIC Program established methodology, business processes, and technical requirements for EBT; validate requirements against business rules; and validate traceability to project documents.

Note: The MSDH WIC Program is currently procuring an EBT Contractor. EBT Contractor Vendors will propose an approach, timeframe, and types of JAD sessions that the EBT Contractor will facilitate to develop the specific requirements to implement the WIC EBT system; at this time, it is unknown how many JAD sessions will be needed. The QA Contractor should attend all JAD sessions. Participation by teleconference is acceptable.

Deliverable QA 27 – Draft Requirements Traceability Matrix (RTM). In preparation for the JAD sessions, the QA Contractor shall create a RTM identifying all known applicable requirements from the MSDH WIC Program and FNS. The RTM shall be submitted to the WIC EBT PM at least five (5) business days before the first JAD session.

The RTM will be used as a tool by the MSDH WIC Program, the QA Contractor and the EBT Contractor during JAD sessions. During the JAD sessions, the QA Contractor shall ensure that all requirements are confirmed and any changes are documented in the RTM.

Deliverable QA 28 – Final RTM. Within ten (10) business days after the last JAD session, the QA Contractor shall submit a final RTM showing that all requirements were confirmed and any changes that were made to requirements.

The format for this RTM shall be proposed by the QA Contractor as part to the response to this RFP, and labeled as: Appendix C: Proposed WIC EBT Requirements Traceability Matrix Format.

2.5 Task 5 – Testing Activities
The QA Contractor shall attend any technical work sessions or ongoing technical status meetings related providing guidance and monitoring MIS-EBT Interface and UAT testing activities (by teleconference).

The QA Contractor shall be present for all onsite User Acceptance Testing (UAT) sessions (not to exceed two calendar weeks or ten business days). The QA Contractor shall provide input on logistics including the number and type of testers.

**Deliverable QA 29 – UAT Readiness Assessment.** The QA Contractor shall write an UAT assessment confirming that all key tasks have been completed and all parties are ready for an onsite UAT. If all tasks have not been completed, the QA Contractor shall identify what tasks remain incomplete. This technical memorandum shall be due 15 business days prior to the first onsite UAT session has concluded. This report may serve, after approval by the MSDH WIC Program, as an UAT readiness report that may be required by and submitted to FNS. The report shall conform to FNS Handbook 901 requirements and other FNS guidelines.

**Deliverable QA 30 – UAT Evaluation Report.** The QA Contractor shall write a UAT Evaluation Report documenting results of onsite UAT testing. This report shall be due within five (5) business days after the first onsite UAT session has concluded. This report may serve, after approval by the MSDH WIC Program, as an intermediate UAT evaluation that may be required by and submitted to FNS. The report shall conform to FNS Handbook 901 requirements and other FNS guidelines.

**Deliverable QA 31 - UAT Technical Results Memorandum and Certification of Readiness for Pilot.** The QA Contractor shall submit a UAT Technical Results Memorandum and Certification of Readiness for Pilot after completion of the last onsite UAT session and at least ten (10) business days prior to the Pilot start date. This report shall document the results of all onsite UAT testing and the current status of all issues identified during UAT. This memorandum shall also include an assessment of the readiness of clinics, WIC Vendors, the EBT Contractor, and the MSDH WIC Program to proceed to Pilot. This report may serve, after approval by the MSDH WIC Program, as UAT evaluation that may be required by and submitted to FNS. The report shall conform to FNS Handbook 901 requirements and other FNS guidelines.

**2.6 Task 6 - Vendor Certification**

The QA Contractor shall support the EBT Contractors efforts to certify WIC authorized vendors through the following tasks:

- Participate in any calls related to vendor certification or enablement planning
- Attend on site lab vendor certifications (also known as “level II”) and report on the results
- Conduct some on site store vendor certifications (also known as “level III) and report on the results while onsite during Pilot (Deliverable 32) and during rollout (Deliverable 33)
- Support the MSDH WIC Program in determining how many and what distribution of stores by type and location would be ideal for onsite store certifications during rollout.

**Deliverable QA 32 – Level II Vendor Certifications.** The QA Contractor may be asked by the MSDH WIC Program to attend up to five (5) vendor certifications. After each level II vendor certification, the QA Contractor shall submit a report detailing the results of testing and a recommendation whether the MSDH WIC Program should accept the certification or if conditions still need to be met.
Deliverable QA 33 – Level III Vendor Certifications. In the weeks preceding statewide rollout or during the rollout period, the QA Contractor shall provide on-site support by conducting 25 Level III Vendor Certifications during one trip to Mississippi. The QA Contractor shall recommend the type and location of stores to be visited and will report each day on the result of each vendor certification. The level III certification efforts shall include at a minimum:
1) Balance Inquiry,
2) Purchase to include a WIC approved PLU item, a store packaged WIC approved item with a UPC, and a non-WIC item, and
3) Void.

2.7 Task 7 – Pilot Readiness

The QA Contractor shall assist the MSDH WIC Program with Pilot planning activities including:
1) Provide recommendations about WIC Vendor and local agency communications leading up to the Pilot kickoff and in the first month of Pilot operations.
2) Provide advice to the MSDH WIC Program for management of the EBT Contractor in facilitating integration, resolving any technical challenges, and provide oversight to assure vendors are certified to electronically redeem WIC benefits in the Pilot area.
3) Assist the MSDH WIC Program with the development of policies and processes to guide program operations during Pilot and Rollout, such as transfers of participants to and from rolled out/non-rolled out sites.
4) Assist with Pilot training planning.

Deliverable QA 34 – WIC EBT Pilot Evaluation Plan. The QA Contractor shall develop an evaluation plan for assessing Pilot and determining results. The Pilot Evaluation Plan shall include both qualitative and quantitative methods. The Plan will also include processes to assess that an appropriate level of coverage was achieved by the Pilot process, that Pilot results are verifiable and satisfactory, and that the Pilot results will be appropriately documented. This Plan shall be delivered to the MSDH WIC Program at least 50 business days prior to Pilot start date.

2.8 Task 8 – Pilot Support and Reporting

The QA Contractor shall provide onsite support during the first week of Pilot (at minimum five (5) business days). This includes at least one (1) staff member to attend pilot staff training, monitor and visit Pilot clinics and Pilot area vendors. The onsite QA presence is meant to provide support and an opportunity to observe and document Pilot training, Pilot operations and the issues that occur during the first week of Pilot.

Deliverable QA 35 – WIC EBT Pilot Progress Report. The QA Contractor shall submit a Pilot Progress Report evaluating the first four (4) calendar weeks of Pilot. In addition to the topics required for all pilot reports, this report shall include findings that require improvement and recommendations on how to improve. The report is due to the WIC EBT PM six (6) calendar weeks after Pilot start date. This report may serve, after approval by the MSDH WIC Program, as an intermediate Pilot Evaluation that may be required by and submitted to FNS. The report shall conform to FNS Handbook 901 requirements and other FNS guidelines.

Deliverable QA 36 – WIC EBT Pilot Evaluation Report. The QA Contractor shall provide a written Pilot Evaluation Report verifying the results of the Pilot, findings that require improvement and recommendations for full implementation. The Pilot Evaluation Report is due within three (3) business days of the completion of the Pilot period. This report may serve, after approval by the
MSDH WIC Program, as the official Pilot Evaluation that may be required by and submitted to FNS. The report shall conform to FNS Handbook 901 requirements and other FNS guidelines.

At a minimum, Pilot reports must include the following topics:

1) Overview of Planning, Design, and Development
   a. System Design, Development and Configurations
   b. Not to Exceed (NTE) Calculations
   c. Approved Product List (APL) Maintenance
   d. Validation of Backup Systems

2) Risk Management
   a. Open Risks
   b. Closed Risks
   c. Operational Issues

3) Approach to Pilot area selection and preparation efforts

4) Pilot Statistics

5) Approach to Rollout sequence, timing and preparation efforts

6) How Lessons Learned during Pilot are being applied to Rollout

7) Recommendations

The format for this Pilot Evaluation Report shall be proposed by the Vendor as part to the response to this RFP, and labeled as: Appendix D: Proposed Pilot Evaluation Executive Summary.

2.9 Task 9 – Rollout Implementation Readiness

The QA Contractor shall evaluate the preparations for statewide implementation or statewide Rollout, including assessments of staff preparation and training, installation of clinic hardware, and vendor enablement and preparation. The QA Contractor shall provide advice to the MSDH WIC Program for oversight of the EBT Contractor in facilitating integration, resolving any technical challenges, and provide oversight to assure WIC Vendors are certified to electronically redeem WIC benefits in each of the Rollout areas.

Deliverable QA 37 - Statewide Implementation Readiness Report. The QA Contractor shall provide a Statewide Implementation Readiness Report evaluating the readiness of the MSDH WIC Program State Office, clinics, and WIC authorized Vendors to proceed to state implementation, including recommendations for improvements. This report due four (4) calendar weeks prior to the first Rollout area start date. This report may serve, after approval by the MSDH WIC Program, as UAT evaluation that may be required by and submitted to FNS. The report shall conform to FNS Handbook 901 requirements and other FNS guidelines.

The format for this Statewide Implementation Readiness Report shall be proposed by the Vendor as part to the response to this RFP, and labeled as: Appendix E: Proposed Statewide Implementation Readiness Report.

2.10 Task 10 – Monthly Status Reporting and Risk Management

The QA Contractor shall participate in strategy meetings, project planning meetings, system definition activities, and other meetings as instructed by the MSDH WIC Program (using teleconference).
The QA Contractor shall review all EBT Contractor status reports including the Weekly Status Reports (EBT Contractor Deliverable #6) and Monthly WIC EBT PM Review Support Reports (EBT Contractor Deliverable #27) to monitor project progress and report in the QA Monthly Status Report.

The QA Contractor shall submit a QA Monthly Status Report that shall include, at minimum:
1) QA Tasks accomplished this period;
2) QA Deliverables submitted this period;
3) Status of all QA tasks/deliverables (i.e. in progress, not started, accepted by the MSDH WIC Program, submitted under review by the MSDH WIC Program);
4) Reconciled list of all QA deliverables, their acceptance date, and invoice date;
5) Risk log;
6) Assessment of EBT Contractor adherence to contractual service level agreements;
7) Assessment of overall project status; and
8) Assessment of project status as reported by the EBT Contractor in weekly reports, monthly reports, and project status meetings.

Deliverable QA 38 – Monthly Status Report. The QA Contractor shall perform an ongoing effort to attend project status meetings, review EBT Contractor status reports, and submit a Monthly QA Status Report. The QA Contractor shall deliver QA Monthly Status Reports that reflect this ongoing effort. The reports shall be delivered monthly, no later than five (5) Calendar days from the first of every month for the duration of the contract, for up to 24 reports, but shall end the month after the state has completed Rollout and all other QA deliverables have been accepted.

The format for the QA Monthly Status Report shall be proposed by the Vendor as part to the response to this RFP, and labeled as: Appendix F: Proposed QA Monthly Status Report.

While the EBT Contractor will maintain their own risk log, the QA Contractor shall maintain an independent Risk Log that encompasses all internal and external risks to the project. The QA Contractor shall plan, facilitate, and update the Risk Log through a Monthly Risk Meeting with the MSDH WIC Program. The Risk Log shall be submitted to the MSDH WIC Program five (5) business days before each meeting and an updated Risk Log shall be submitted to the MSDH WIC Program within five (5) business days after the Monthly Risk Meeting. The MSDH WIC Program may request an ad hoc Risk Meeting or a more frequent meeting schedule during critical months in the project. The MSDH WIC Program and QA Contractor will discuss all risks including EBT Contractor performance. The MSDH WIC Program will determine if and when any risks are communicated to the EBT Contractor, to inform or to encourage their participation in mitigation efforts.

The Risk Log entries should include at minimum:
1) Risk title
2) Risk description
3) Risk consequence (what will happen if the risk is triggered and becomes an issue that affects the project)
4) Risk trigger (what point in time, milestone, or occurrence would change the risk to an issue)
5) Risk probability of occurring
6) Risk impact if occurred
7) Risk response or mitigation strategy that will be actively employed
8) Risk owner responsible for carrying out and providing a status update on the Risk Response efforts
9) Urgency of how quickly the risk may become an issue or how quickly a mitigation strategy should begin

**Deliverable QA 39 – Monthly Risk Management Log.** The ongoing effort to facilitate Monthly Risk Meetings and maintain a Risk Log.

The format for the Risk Log shall be proposed by the Vendor as part of the response to this RFP, and labeled as: Appendix G: Proposed Risk Log Format.

### 2.10 Summary of Deliverables

The following table provides a summary list of all deliverables by number, name and due date.

<table>
<thead>
<tr>
<th>Deliverable number</th>
<th>Deliverable Title</th>
<th>Timeline for Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>QA 1</td>
<td>Kickoff</td>
<td>QA Agenda provided five (5) business days following the QA contract execution. QA Meeting Notes provided five (5) business days following the conclusion of on-site kickoff meetings.</td>
</tr>
<tr>
<td>QA 2</td>
<td>QA Work Plan</td>
<td>Draft provided with the proposal response. Updated draft five (5) business days following the QA contract execution. Final draft five (5) business days following the approval of the EBT Contractor Work Plan.</td>
</tr>
<tr>
<td>QA 3</td>
<td>QA, Risk Management, and Change Management Plan</td>
<td>Twenty (20) business days following contract execution.</td>
</tr>
<tr>
<td>QA 4-26</td>
<td>EBT Contractor Document Reviews</td>
<td>Review shall be submitted to the WIC EBT PM within eight (8) business days of submission of the WIC EBT Contract deliverable to the MSDH WIC Program.</td>
</tr>
<tr>
<td>QA 27</td>
<td>Draft RTM</td>
<td>Five (5) business days before the first JAD session.</td>
</tr>
<tr>
<td>QA 28</td>
<td>Final RTM</td>
<td>Ten (10) business days after the last JAD session.</td>
</tr>
<tr>
<td>QA 29</td>
<td>UAT Readiness Assessment</td>
<td>Fifteen (15) business days prior to the first onsite UAT session.</td>
</tr>
<tr>
<td>QA 30</td>
<td>UAT Evaluation Report</td>
<td>Five (5) business days after the first onsite UAT session has concluded.</td>
</tr>
<tr>
<td>QA 31</td>
<td>UAT Technical Results memo and Certification of Readiness for Pilot</td>
<td>Ten (10) business days before the Pilot start date.</td>
</tr>
<tr>
<td>QA 32</td>
<td>Level II Vendor Certifications</td>
<td>Five (5) business days after the Level II Certification is completed.</td>
</tr>
<tr>
<td>QA 33</td>
<td>Level III Vendor Certifications</td>
<td>To be determined based upon agreement between the QA contractor and the MSDH WIC program.</td>
</tr>
<tr>
<td>QA 34</td>
<td>Pilot Evaluation Plan</td>
<td>Fifty (50) business days prior to Pilot start date.</td>
</tr>
</tbody>
</table>
3. **Supplemental Services**

At the request of the MSDH WIC Program, the QA Contractor shall provide Supplemental Services, which are additional services that fall outside of the existing scope of this RFP. If such request is made, the QA Contractor shall provide an estimate of anticipated costs prior to commencing any effort. All efforts, and associated costs, performed under this task shall be documented via a contract amendment.

4. **Invoicing**

Invoices for deliverables should only be submitted once the MSDH WIC Program has approved a deliverable as acceptable. Invoices shall be submitted to the following address:

**MSDH WIC Program**  
Attention: EBT Project Manager  
P.O. Box 1700  
Jackson, MS 39215-1700

Invoices shall be submitted via express delivery to the following physical address:

**MSDH WIC Program**  
Attention: EBT Project Manager  
805 South Wheatley Street, Suite 150  
Ridgeland, MS 39157
A11. Federal Procurement Clauses

A11.1 Equal Employment Opportunity


A11.2 Clean Air and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (2 CFR 200, Subpart F, Appendix II)

A11.3 Anti-Lobbying Act

This Act prohibits the recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative branches of the Federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 2 CFR 200, Subpart F, Appendix II, for persons entering into a grant or cooperative agreement over $100,000, as defined at 31 U.S.C. 1352, the applicant certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;

c. The undersigned shall require that the language of this certification be include in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and
A11.4 Americans with Disabilities Act

This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and State and local governments, except public transportation services.

A11.5 Drug-Free Workplace Statement

The Federal government implemented 41 U.S. Code § 8103, Drug-free workplace requirements for Federal grant recipients in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

1. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.
2. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
3. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
4. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

Transactions subject to the suspension/debarment rules (covered transactions) include grants, subgrants, cooperative agreements, and prime contracts under such awards. Subcontracts are not included.

A11.6 Royalty Free Rights to Use Software or Documentation Developed

2 CFR 200.315 Intangible property.

(a) Title to intangible property (see §200.59 Intangible property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313 Equipment paragraph (e).

(b) The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) The non-Federal entity is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements.”

(d) The Federal Government has the right to:

(1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

(2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
A11.7 Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (2 CFR 200, Subpart F, Appendix II)

States to include in RFP and Contract a statement of certification by the vendor, such as “By signing this contract, the vendor certifies it is not suspended or debarred as specified by these rules.”