

**RFP No:** **42834283**

INVITATION: Proposals, subject to the attached conditions, will be received at this office until February 21, 2004 Tuesday, February 23, 2021@ 3:00 p.m. Central Time for the acquisition of the products/services described below for Mississippi Division of MedicaidMississippi Division of Medicaid44909.

Enterprise Master Person Index**Enterprise Master Person Index**

**MANDATORY VENDOR WEB CONFERENCE**: Tuesday, January 12, 2021 at 11:00 a.m. 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:**

Jordan Barber

Technology Consultant

Information Technology Services

3771 Eastwood Drive

Jackson, Mississippi 39211

(601) 432-80058005

Jordan.BarberJordan.Barber@its.ms.gov

To prevent opening by unauthorized individuals, the proposal must be sealed in an envelope/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. 4283

due February 23, 2021 @3:00 p.m.,

ATTENTION: Jordan Barber

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**David C. Johnson**

**Executive Director, ITS**

**ITS** **RFP Response Checklist**

RFP Response Checklist: These items should be included in your response to RFP No. 4283.

|  |  |
| --- | --- |
| \_\_\_\_\_ | 1. One USB flash drive that includes the Vendor’s complete proposal. Label the USB with the Vendor name and RFP number. Include the items listed below on the USB. |
| \_\_\_\_\_ | 1. *Submission Cover Sheet*, signed and dated. (Section I) |
| \_\_\_\_\_ | 1. *Proposal Bond,* if applicable (Section I) |
| \_\_\_\_\_ | 1. *Proposal Exception Summary*, if applicable (Section V) |
| \_\_\_\_\_ | 1. Vendor response to *RFP Questionnaire* (Section VI) |
| \_\_\_\_\_ | 1. Point-by-point response to *Technical Specifications* (Section VII) |
| \_\_\_\_\_ | 1. Vendor response to *Cost Information Submission* (Section VIII) |
| \_\_\_\_\_ | 1. *References* (Section IX) |
|  | 1. *Attachment A: Vendor Experience Narrative* |

Table of Contents

[SECTION I](#_Toc42010922)

[SUBMISSION COVER SHEET & CONFIGURATION SUMMARY 4](#_Toc42010923)

[PROPOSAL BONDS 5](#_Toc42010924)

[SECTION II](#_Toc42010925)

[PROPOSAL SUBMISSION REQUIREMENTS 6](#_Toc42010926)

[SECTION III](#_Toc42010927)

[VENDOR INFORMATION 10](#_Toc42010928)

[SECTION IV](#_Toc42010929)

[LEGAL AND CONTRACTUAL INFORMATION 14](#_Toc42010930)

[SECTION V](#_Toc42010931)

[PROPOSAL EXCEPTIONS 25](#_Toc42010932)

[SECTION VI](#_Toc42010933)

[RFP QUESTIONNAIRE 28](#_Toc42010934)

[SECTION VII](#_Toc42010935)

[TECHNICAL SPECIFICATIONS 32](#_Toc42010936)

[APPENDIX A 82](#_Toc42010937)

[APPENDIX B 83](#_Toc42010938)

[SECTION VIII](#_Toc42010939)

[COST INFORMATION SUBMISSION 85](#_Toc42010940)

[CHANGE ORDER RATES COST INFORMATION SUBMISSION 88](#_Toc42010941)

[SECTION IX](#_Toc42010942)

[REFERENCES 89](#_Toc42010943)

[REFERENCE FORM 91](#_Toc42010944)

[SUBCONTRACTOR REFERENCE FORM 92](#_Toc42010945)

[EXHIBIT A](#_Toc42010946)

[STANDARD CONTRACT 93](#_Toc42010947)

[ATTACHMENT A](#_Toc42010948)

[VENDOR EXPERIENCE NARRATIVE 125](#_Toc42010949)

[ATTACHMENT B](#_Toc42010950)

[DOM BUSINESS ASSOCIATE AGREEMENT (BAA) 126](#_Toc42010951)

[ATTACHMENT C](#_Toc42010952)

[DOM DATA USE AGREEMENT (DUA) 127](#_Toc42010953)

# 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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

|  |  |
| --- | --- |
| Name (typed or printed) |  |
| Title |  |
| Company name |  |
| Physical address |  |
|  |  |
| State of Incorporation |  |

CONFIGURATION SUMMARY

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

## PROPOSAL BONDS

A Proposal Bond is not required for this procurement.

# SECTION II

## PROPOSAL SUBMISSION REQUIREMENTS

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

1. Failure to follow any instruction within this RFP may, at the State’s sole discretion, result in the disqualification of the Vendor’s proposal.
2. The State has no obligation to locate or acknowledge any information in the Vendor’s proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
3. The Vendor’s proposal must be received, in writing, by the office of **ITS** by the date and time specified. **ITS** is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened. Any proposal received with insufficient postage will be returned unopened.
4. Proposals or alterations by fax, e-mail, or phone will not be accepted.
5. Original signatures in blue ink are required on the Submission Cover Sheet and Configuration Summary.
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:
   1. The Vendor is required to submit one response of the complete proposal, including all sections and exhibits, on a USB flash drive. Vendor’s documents must be submitted in Microsoft Office 2010 or higher format and/or PDF format, as appropriate. If PDF format is submitted, the file must be searchable.
   2. To prevent opening by unauthorized individuals, the proposal must be sealed in a package/envelope. A label containing the information on the RFP cover page must be clearly typed and affixed to the package in a clearly visible location.
   3. Number each page of the proposal.
   4. Respond to the sections and exhibits in the same order as this RFP.
   5. Label the file names of each section and exhibit, using the corresponding headings from the RFP.
   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.)
   7. Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with “NOT APPLICABLE.”
   8. Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
   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*.
   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.
   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.
   12. If a Vendor includes confidential, proprietary, or trade secret information, they must also submit a complete redacted version of the proposal. This redacted version may be submitted as a separate USB flash drive and must be included as a searchable PDF. Vendors shall only redact (black out) language that is exempt from disclosure pursuant to the Mississippi Public Records Act of 1983. (See Section IV Item 35 for additional information regarding *Disclosure of Proposal Information)*
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:
    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.
    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.
    3. Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
    4. The Vendor must follow procedures outlined herein for submitting updates and clarifications.
    5. The Vendor must submit a statement outlining the circumstances for the clarification.
    6. The Vendor must submit unsolicited clarifications via USB in the same manner as detailed in Item 9 above.
    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.

* 1. The State’s contact person for the selection process is: Jordan Barber, Technology Consultant, 3771 Eastwood Drive, Jackson, Mississippi 39211, 601-432-8005, Jordan.Barber@its.ms.gov.
  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.

1. **Vendor’s Responsibility to Examine RFP**

Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

1. **Proposal as Property of State**

All written proposal material becomes the property of the State of Mississippi.

1. **Written Amendment to RFP**

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

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

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

1. **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.

1. **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.

1. **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*.

1. **Multiple Awards**

**ITS** reserves the right to make multiple awards.

1. **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.

1. **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.

1. **Right to Use Proposals in Future Projects by Entities Outside Mississippi**

The State reserves the right to offer 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 by governmental entities outside Mississippi (i.e., “piggyback option”), if (a) it is deemed to be in the best interest of the governmental entity desiring 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 outside Mississippi is solely at the discretion of the State, and requires the desire of the governmental entity outside Mississippi and the agreement of the proposing Vendor. The State’s decision to consent to the reuse of an awarded proposal outside Mississippi will be based upon such criteria as: (1) the governmental entity’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.

1. **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.

1. **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.

1. **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:

* 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.
  2. That, if on-site interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with on-site interviews will be the responsibility of the Vendor.
  3. That the individual is proficient in spoken and written English;
  4. That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all United States Citizenship and Immigration Services (USCIS) 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.
  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 USCIS eligibility throughout the duration of the contract.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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:

* 1. The Proposal Exception Summary Form as accepted by **ITS**;
  2. Contracts which have been signed by the Vendor and **ITS**;
  3. **ITS’** Request for Proposal, including all addenda;
  4. Official written correspondence from **ITS** to the Vendor;
  5. Official written correspondence from the Vendor to **ITS** when clarifying the Vendor’s proposal; and
  6. The Vendor’s proposal response to the **ITS** RFP.

1. **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.

1. **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.

1. **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".

1. **Legal Provisions**
   1. The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.
   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.
   3. The Vendor shall have no limitation on liability for claims related to the following items:
      1. Infringement issues;
      2. Bodily injury;
      3. Death;
      4. Physical damage to tangible personal and/or real property; and/or
      5. The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor’s employees or subcontractors.
   4. All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.
   5. Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.
   6. 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. 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.
   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.
   9. The State shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.
2. **Approved Contract**
   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:
      1. Written notification made to proposers on **ITS** letterhead, or
      2. Notification posted to the **ITS** website for the project, or
      3. CP-1 authorization executed for the project, or
      4. The **ITS** Board’s approval of same during an open session of the Board.
   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.
   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.
3. **Contract Validity**

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

1. **Order of Contract Execution**

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

1. **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.

1. **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.

1. **Requirement for Electronic Payment and Invoicing**
   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://www.paymode.com/mississippi>. 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).
   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.
   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.
2. **Time For Negotiations**
   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.
   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.
3. **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.

1. **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.

* 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.
  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.
  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.

1. **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.

1. **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.

1. **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.

1. **References to Vendor to Include Subcontractor**

All references in the RFP to “Vendor” shall be construed to encompass both the Vendor and its subcontractors.

1. **Outstanding Vendor Obligations**
   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.
   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.
   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.
2. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **Ownership of Developed Software**
   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.
   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.
2. **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.

1. **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.

1. **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.

1. **Compliance with Enterprise Security Policy**

Any solution or service 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 is established to safeguard the State’s information technology (IT) assets from unauthorized use, access, disclosure, modification, or destruction. 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 ensure the solution or service complies 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.

1. **Compliance with Enterprise Cloud and Offsite Hosting Security Policy**

Any cloud or vendor-hosted solution proposed in response to this RFP must be in compliance with the State of Mississippi’s Enterprise Cloud and Offsite Hosting Security Policy.  The Enterprise Cloud and Offsite Hosting Security Policy is based on industry-standard best practices, policy, and guidelines and augments the Enterprise Security Policy. 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 ensure the cloud or vendor-hosted solution complies 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 Cloud and Offsite Hosting Security Policy should contact the Technology Consultant listed on the cover page of this RFP.

1. **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.

1. **Disclosure of Proposal Information**

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

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#page=155> or from **ITS** upon request.

As outlined in the Third Party Information section of the **ITS** Public Records Procedures, **ITS** will give written notice to any affected Vendor of a request to view or reproduce the Vendor’s proposal or portion thereof. The redacted version, as submitted, will be available for inspection and released in response to public records requests. If a redacted version of the Vendor’s proposal is not submitted, the original submission of the proposal will be provided in response to a public records request. **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. 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.

1. **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.

1. **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 Division of Medicaid** 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 Division of Medicaid**, 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 two and a half (2 ½) times the total amount of the contract and shall be payable to **Mississippi Division of Medicaid**, 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.

1. **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.

1. **Protests**

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

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#page=173> or from **ITS** upon request.

1. **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 theenvelope must be marked “Protest” and must specify RFP Number 4283.

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$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 dulyauthenticated 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.

1. **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 and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State.

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. The specification is not a matter of State law;
   2. The proposal still meets the intent of the RFP;
   3. A *Proposal Exception Summary Form* is included with Vendor’s proposal; and
   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:
   1. The Vendor will withdraw the exception and meet the specification in the manner prescribed;
   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;
   3. **ITS** and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
   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.**

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

# SECTION VI

## RFP QUESTIONNAIRE

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

1. **Mississippi’s Accountability System for Government Information and Collaboration (MAGIC) Information for State of Mississippi Vendor File**
   1. **MAGIC Vendor Code**: Any Vendor who has not previously done business with the State and has not been assigned a MAGIC Vendor code should visit the following link to register:

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

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

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

All Vendors must furnish **ITS** with their MAGIC Vendor code (10 digits beginning with the number 3).

MAGIC Vendor Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. **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:

[https://mississippi.org/services/minority/](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](mailto: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.

1. **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.)

1. **Compliance with National Defense Authorization Act**

The Vendor must state if Vendor equipment being provided is in compliance with the National Defense Authorization Act, Section 889. (A yes or no answer is required.)

1. **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:

* 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.)
  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.

1. **Pending Legal Actions**
   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.)
   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.)
   3. If your answer to either of the above is “yes”, provide a copy of same and state with specificity the current status of the proceedings.
   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.
2. **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.

1. **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.)

1. **Order and Remit Address**

The Vendor must specify both an order and a remit address:

Order Address:

Remit Address (if different):

1. **Taxpayer Identification Number**

Vendor must specify their taxpayer identification number.

1. **Certification of Liability Insurance**

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

1. **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.

1. **System for Award Management (SAM) Registration Documentation**

Vendor must include a copy of their registration with the Federal Government’s System for Award Management (SAM) with their RFP response.

# SECTION VII

## TECHNICAL SPECIFICATIONS

1. **How to Respond to this Section** 
   1. Beginning with Item 2.1 and through Item 11.1 of this section, label and respond to each outline point in this section as it is labeled in the RFP.
   2. The State is under the impression that Vendors have read and agree to all items in this RFP. Vendors should take exception to items to which they disagree.
   3. The Vendor must respond with “WILL COMPLY” or “EXCEPTION” 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.
   4. “WILL COMPLY” indicates that the vendor can and will adhere to the requirement. This response specifies that a vendor or vendor’s proposed solution must comply with a specific item or must perform a certain task.
   5. If the Vendor cannot respond with “WILL COMPLY”, then the Vendor must respond with “EXCEPTION”. (See Section V, for additional instructions regarding Vendor exceptions.)
   6. In addition, to demonstrate the Vendors understanding of the technical requirements, Vendors must respond to each specification in Items 6.1 – 9.15, with a narrative description. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the State’s sole discretion, being subject to disqualification. The description must include the following:
      1. A description of the methodology, tools, and techniques to be followed in accomplishing each requirement. Special detail should be provided in presenting the tasks to be performed to accomplish each specification. Vendors are encouraged to include any lessons learned from previous projects, and how they will be applied in this project.
   7. Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
   8. 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**
   1. Certain items in the technical specifications of this RFP are MANDATORY. Vendors are specifically disallowed from taking exception to these mandatory requirements, and proposals that do not meet all mandatory requirements are subject to immediate disqualification.
   2. **MANDATORY** - Attendance at the Vendor Web Conference on Tuesday, January 12, 2021, at 11:00 a.m. 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 Conference will be rejected.
3. **General Overview and Background**
   1. Common Terms

| Term | Definition |
| --- | --- |
| API | Application Programming Interface |
| AWS | Amazon Web Services |
| Beneficiary | DOM term used for their recipients of Medicaid benefits |
| C-CDA | Consolidated Clinical Document Architecture |
| CCPS | Child Care Payment System |
| CDIP | Clinical Data Interoperability Program |
| CHIP | Children’s Health Insurance Program |
| CSBG | Community Services Block Grant |
| Client | MDHS term used for their recipients of multiple program benefits |
| CMS | Centers for Medicare and Medicaid Services |
| DOM | Division of Medicaid |
| DXC | Digital Transformation Company |
| E&E | Eligibility and Enrolment |
| eFITS | Contains records that tracks all EBT transactions of SNAP benefit recipients both current and historical. |
| EHR | Electronic Health Record |
| EMPI | Enterprise Master Patient Index |
| ESB | Enterprise Service Bus |
| FAM | Fraud and Abuse Module |
| HHSTP | Health and Human Services Transformation Project |
| HIPAA | Health Insurance Portability and Accountability |
| JAWS | Contains the records of MDHS clients who are actively participating in the TANF Work Program and supportive services. |
| LEED | Leadership in Energy and Environmental Design |
| LIHEAP | Low Income Home Energy Assistance Program |
| Linked System | Any host system that provides person identifying information, i.e. a system that maintains person information, see Appendix A |
| IV&V | Independent Verification and Validation |
| MARS-E | Minimum Acceptable Risk Standards |
| MAVERICKS | Contains the records of MDHS clients who are actively receiving SNAP/TANF benefits as well as historical eligibility information. |
| MCO | Managed Care Organization |
| MDHS | Mississippi Department of Human Services |
| MECT | Medicaid Enterprise Certification Toolkit |
| MES | Medicaid Enterprise System |
| METSS | Contains records of MDHS clients who are involved in a child support case managed by the Child Support Enforcement Division of MDHS as well as historical case information. |
| MMIS | Medicaid Management Information System |
| MPI | Master Person Index |
| MRN | Medical Record Number |
| MRP | Medicaid Replacement System |
| M&O | Maintenance and Operations |
| OS | Operating System |
| PHI | Personal Health Information |
| PMBOK | Project Management Body of Knowledge |
| PMI | Project Management Institute |
| SNAP | Supplemental Nutrition Assistance Program |
| SSAP | Statement on Standards for Attestation Engagements |
| SSP | System Security Plan |
| TANF | Temporary Assistance for Needy Families |
| Virtual ROMA | Contains the records of MDHS clients who are actively receiving LIHEAP, CSBG, and weatherization benefits as well as historical eligibility information. |

* 1. The Division of Medicaid (DOM) is seeking a cloud-based Software as a Service (SaaS) Enterprise Master Person Index (EMPI). The EMPI will be used by Medicaid to establish and maintain accurate identities (Medicaid beneficiary identities and identity related data) across the DOM enterprise. Medicaid beneficiary identity data can include name; gender; date of birth; race and ethnicity; social security number; current address and contact information; insurance information; medical records number (MRN).

Currently, DOM’s multiple systems contribute to duplicate identities across the agency, which causes challenges as there is no single source of truth for identities. With the implementation of the EMPI solution, DOM expects each Medicaid beneficiary to be assigned a unique identifier, so they are represented only once across the multiple DOM systems that comprise the DOM enterprise.

* 1. DOM and the Mississippi Department of Human Services (MDHS) make up two of the key agencies in the Health and Human Services environment for the State of Mississippi. The leadership of both agencies is committed to partnering together to improve services, coordination, and lower cost for Mississippi’s citizens. DOM provides access to quality health care for over 720,000 of 2.9 million Mississippians and MDHS provides SNAP and TANF benefits to approximately 460,000 recipients. Overlap of recipients between the two agencies is estimated at approximately 65% or about 880,000 lives (non-duplicative). Since DOM and MDHS provide services to many of the same Mississippians, this proposed solution must be able to identify unique identities across both agencies.

The State expects the Vendor to propose the optimal solution and architecture to resolve the issues identified in this RFP. Vendor may choose to propose one or multiple Master Person instances to identify and manage unique person identities. If multiple instances are proposed, the State expects the EMPI to keep internal autonomy and work in harmony with each of the other proposed Master Person instance(s). MDHS has included the attached Appendix B to provide additional context around what MDHS is seeking to solve with an MPI. MDHS may reuse the Award made from this RFP to procure its own MPI. Appendix B will not be evaluated and is provided for informational purposes only.

Below is a list of the current initiatives that can be used to inform the proposed solution.

* + 1. Health and Human Services Transformation Project (HHSTP)
       1. In 2016, the Mississippi Division of Medicaid (DOM) and the Mississippi Department of Human Services (MDHS) established the Health and Human Services Transformation Project (HHSTP) to develop an interoperable health and human services model that provides coordinated person services, reduces fraud and abuse, achieves greater administrative efficiency, promotes self-sufficiency, and introduces innovation to improve the lives of Mississippians served by DOM and MDHS.
       2. In April 2017, the Mississippi State Legislature passed HB 1090, also known as the Medicaid and Human Services Transparency and Fraud Prevention Act, or the Hope Act, that mandated comprehensive fraud and abuse measures for both DOM and MDHS to implement over several years. One of the components of the Hope Act was the development of a real-time eligibility verification service to be used by both agencies to improve program integrity.
       3. DOM and MDHS developed a joint roadmap to implement a series of modules to accomplish the vision of HHSTP and comply with the provisions of the Hope Act. Figure 1 is a diagram of the project vision. The Enterprise Service Bus (ESB) provides the foundation of a modular design and development services infrastructure for HHSTP. All modules implemented between the two agencies shall utilize the ESB for real-time and standards-based connectivity.
       4. The three modules to be implemented as part of HHSTP are as follows:
          1. Common Web Portal (CWP): DOM and MDHS envision a single, centralized web portal that allows Mississippians to apply for Medicaid, CHIP, SNAP, TANF, LIHEAP, and other social services programs. The CWP is a collaborative streamlined eligibility application.
          2. Master Person Index (MPI): The Master Person Index will be a system that connects all clients between each participating agency’s eligibility system(s). It is to be considered the source of truth for all clients for all programs managed by the participating agencies. Access to the MPI will be granted through the ESB.
          3. Fraud and Abuse Module (FAM): The FAM will provide a common fraud and abuse platform that shall perform enhanced eligibility verification, identity authentication and verification, and asset verification.

Figure 1- HHSTP Architecture Flow



* + 1. DOM Clinical Data Interoperability Project
       1. The current DOM Clinical Data Interoperability Program allows DOM to send and receive clinical data in C-CDAs through real-time clinical data transactions with provider health system Electronic Health Records (EHRs), known as Trading Partners, which include: The University of Mississippi Medical Center, Hattiesburg Clinic, Forest General Hospital, Singing River Health Systems, and Baptist Medical Systems ; as well as the three Medicaid Managed Care Organizations, throughout the State.
       2. The existing CDIP system was implemented in 2015 and contains an integrated MPI. The CDIP, without an integrated MPI and replaced by the MPI in this procurement, will be re-procured in 2020. The current CDIP MPI contains approximately 750,000 active Medicaid identities and 2.4 million historical Medicaid identities. The existing CDIP MPI services approximately 30,000 real-time clinical data transactions daily with Medicaid Trading Partners and MCOs via the real-time clinical integrations. It is DOM’s expectation that the proposed DOM MPI will support the new CDIP solution by validating all real-time transactions using a standards-based, secure healthcare query and response language, such as HL7, and will adhere to the relevant CMS guidelines and rules.
       3. Currently, the CDIP MPI is responsible for validating active Medicaid beneficiaries.  It is the State’s expectation that the proposed EMPI will receive inquiries through the ESB provided by DXC MS LLC (Figure 2) , via a standard HL7 message. The proposed EMPI will then validate in real-time whether the Person is an active DOM beneficiary and send a positive or negative Eligibility Response back through the ESB to the DOM CDIP (Figure 2).

Figure 2

****

1. **Procurement Project Schedule**

|  |  |
| --- | --- |
| **Task** | **Date** |
| First Advertisement Date for RFP | 12/22/2020 |
| Second Advertisement Date for RFP | 12/29/2020 |
| Mandatory Vendor Web Conference | 11:00 a.m. Central Time on 01/12/2021 |
| Deadline for Vendor’s Written Questions | 3:00 p.m. Central Time on 01/19/2021 |
| Deadline for Questions Answered and Posted to ITS Web Site | 02/02/2021 |
| Open Proposals | 02/23/2021 |
| Evaluation of Proposals | 02/23/2021 |
| ITS Board Presentation | 03/18/2021 |
| Contract Negotiations | 03/01/2021 - 04/30/2021 |
| Proposed Project Implementation Start-up | 05/01/21 |

1. **Statement of Understanding**
   1. Vendors may request additional information or clarifications to this RFP using the following procedure:
      1. Vendors must clearly identify the specified paragraph(s) in the RFP that is in question. The following table should be used to format Vendor questions.

| **Question** | **RFP**  **Item** | **RFP Page** | **Vendor Question** |
| --- | --- | --- | --- |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| 4 |  |  |  |
| 5 |  |  |  |

* + 1. Vendor must deliver a written document to Jordan Barber at **ITS** by Tuesday, January 19, 2021 at 3:00 p.m. Central Time. This document may be delivered by hand, mail, email, or fax. Address information is given on page one of this RFP. The fax number is (601) 713-6380. **ITS WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF QUESTION DOCUMENTS**. It is solely the responsibility of the vendor that the clarification document reaches **ITS** on time. Vendors may contact Jordan Barber to verify the receipt of their document. Documents received after the deadline will be rejected.
  1. 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 Tuesday, February 2, 2020.
  2. Public Consulting Group, Inc. is disallowed from respond responding to this RFP No. 4283.
  3. Cambria Solutions is disallowed from respond responding to this RFP No. 4283.
  4. DOM may conduct performance reviews or evaluations of the Vendor in relation to the work performed under this Contract.
  5. Hourly Rates for Change Orders
     1. The Vendor must provide fully loaded rates for each proposed role as well as a fully loaded blended rate. Blended rates shall be used in pricing of any subsequent change orders and will be based on milestones Fully loaded rates include hourly rate plus travel, per diem, and lodging.
  6. Additional Activities Proposed
     1. The Vendor is encouraged to recommend best practices or additional activities that would add value to the project in the RFP response. Any non-required activities which incur additional cost should be priced as an optional line item, separate from the required activities in the RFP response.
  7. The State seeks pricing for optional additional MPIs including an enterprise level MPI. Vendor shall include all assumptions made in providing an estimate of cost for any additional instances.
  8. Vendor must commit to work collaboratively with the State to define data weighting priorities and matching algorithm(s) that are tailored to the State’s needs, as well as how they are implemented and maintained through ongoing operational changes.
  9. This implementation will require the participation of multiple entities including but not limited to: Project Management Office, State Project Manager, System Integrator, System Architect, and Independent Verification and Validation (IV&V). Vendor will be required to work collaboratively with this implementation team to ensure the success of this project.
  10. The State reserves the right to use this procurement instrument to add additional MPI instances and accompanying services, should they be needed.
  11. Deliverables will be reviewed by DOM and shall require formal written approval from DOM before acceptance of the deliverable. The Vendor shall allow for a minimum ten (10) business days following receipt, per deliverable, for DOM to review each deliverable and document its findings, except as specified by DOM. Based on the review findings, DOM may accept the deliverable, reject portions of the deliverable, reject the complete deliverable, or require that revisions be made. The Vendor shall make all modifications directed by DOM within 10 days of receipt.

1. **Vendor Background, Experience, and Staffing Requirements**
   1. The Vendor shall provide a detailed narrative describing the background of the corporation that includes:
      1. Date established
      2. Ownership (e.g. public company, partnership, subsidiary)
      3. Location of the principal place of business
      4. Number and location of other satellite offices
      5. Total number of employees
         1. Full-time
         2. Vendors/Subcontractors
         3. Within the United States
         4. Off-shore/Near-shore
   2. The Vendor shall have a minimum of five years of Master Data Management/Master Person Index experience including but not limited to:
      1. Development,
      2. Implementation,
      3. Ongoing operations,
      4. Support and maintenance,
      5. Minimum of 3 EMPI projects of similar size, scope and complexity, and
      6. **MANDATORY**: Minimum of two years of health care information technology experience is required and preference will be given to Vendors who have worked with Medicaid and/or Health and Human Services agencies. Vendor must describe how they will meet this requirement.
   3. Project Management Requirements
      1. The Vendor shall follow industry standard best practices (Certification Commission for Healthcare Information Technology (CCHIT), PMI, and PMBOK) and the specific project management processes implemented by the Office of Information Technology Management (iTECH) at DOM. These processes do not dictate how the project must be managed but will require some standard deliverables.
      2. For the HHSTP project, DOM follows a modified Agile/Waterfall software development methodology. For the CDIP program, DOM follows an Agile software development methodology and uses Kanban as the visual scheduling mechanism for the CDIP and encourages Vendor consideration of that methodology/tool for the MPI implementation. Vendor should describe the implementation and scheduling methodology.
      3. The Vendor must observe the MECT and maintain compliance with any updates published by CMS.

<https://www.medicaid.gov/medicaid/data-and-systems/mect/index.html>

* + 1. The Vendor shall prepare a Project Management Plan, including but not limited to the components listed below, that will assist in the comprehensive management of the project.
       1. Scope Management,
       2. Schedule Management,
       3. Quality Management,
       4. System Change Management,
       5. Configuration Management,
       6. Communications Management,
       7. Issues & Risks Management,
       8. Assumptions and Constraints,
       9. Testing,
       10. Conversion, and
       11. Training.
    2. The Vendor shall develop a Project Work Plan that contains the following and is updated bi-weekly for presentation to DOM management:
       1. Activities required for the project,
       2. Sequencing of activities, considering dependencies,
       3. Resources assigned to the activities,
       4. Durations of the activities, and
       5. Timeline schedule.
    3. The Vendor shall develop other Project Artifacts including:
       1. Monthly Progress Reports,
       2. Bi-weekly Project Work Plan updates, and
       3. Deliverable Expectation Documents (DED): The State may request that the Vendor produce a DED prior to the development of each anticipated deliverable so that the parties can be aligned on the expected content of the deliverables.
    4. Vendor must provide a product Maintenance Schedule with the response to the RFP.
    5. Vendor must provide an MPI Maintenance and Growth Plan (how the Vendor will size the proposed solution initially and address future growth) with the response to the RFP.
  1. Training
     1. The Vendor shall describe the proposed training approach based upon projects of similar size and scope. The Vendor shall provide on-site train-the-trainer sessions in Jackson, Mississippi for Division/Agency resources or designated agency resources and other staff responsible for training with qualified and experienced trainers who have hands on experience with the proposed solution.
     2. The Vendor shall collaborate with the project team to finalize a training plan and schedule.
     3. The Vendor shall develop and regularly update training materials and maintain electronic training guides and materials to support train-the-trainer instruction for , of relevant experience for all proposed key staff identified in the proposal. If the proposed individual is not an employee, a letter of commitment to join the project upon award is required.
        1. Experience narratives, as shown in Attachment A, must be attached to the résumés describing specific experience with the type of service to be provided within this RFP. The Vendor will be required to describe specific experience with Medicaid projects and include any professional credentials, licenses, and recent and relevant continuing education.
     4. Key Personnel designated as part of the proposed solution shall remain on the project team for the duration of the project unless a change in team is the result of request or approval by DOM in writing. In the event that any key personnel leave the company DOM must review resumes for any key personnel filling vacancies.
     5. The Vendor shall provide a staffing contingency plan for all Key Personnel, which shall be updated annually, at a minimum.
     6. (KP) Project Executive: For the duration of the entire project, the Vendor shall provide an overall Project Executive with on-site responsibilities once per month for the DOM monthly Steering Group meetings.
     7. (KP) Lead Project Manager, or PM, for each of the proposed EMPI instances: The Vendor shall acknowledge that each proposed instance of the EMPI will have different DDI timelines and must be staffed accordingly.
        1. Each Lead PM shall have the following experience and skill set:
           1. Minimum of 3 years of experience with Health and Human Services information technology projects.
           2. **MANDATORY**: Minimum of 3 years of experience participating in a project related to identity matching and/or MPI project as a Business Analyst, Subject Matter Expert, Project Lead, Technical Lead, or other similar role. Other roles proposed to meet this experience requirement will be approved at the sole discretion of the State. Vendor must describe how they will meet this requirement.
           3. **MANDATORY**: Must have verifiable experience leading at least one successful implementation of a project related to identity matching and/or project of similar size, scope and complexity (multiple entities, systems, data sources, and/or modules) to this multifaceted project. Vendor must describe how they will meet this requirement.
           4. Project Management Professional (PMP) Certification.
           5. Knowledge of PMBOK project management theories and practices applicable to highly complex projects.
           6. Experience making presentations to high-level executives and stakeholders.
           7. Experience providing functional supervision and direction to high-level executives.
           8. Experience in providing leadership to staff.
           9. Experience in performing complex advanced level research.
           10. Experience in identifying project risks, gaps, and providing solutions to complex high-level projects.
           11. Proven negotiation and facilitation experience.
           12. Experience implementing and using new technology and work processes to enhance decision-making.
           13. Experience organizing and presenting information effectively, both orally and in writing.
           14. Experience applying independent judgment in making critical decisions.
           15. Experience leading and working cooperatively in a team environment.
        2. Each Lead PM will be responsible for the following:
           1. Performing overall project planning (including a detailed project plan in Microsoft Project), project reporting, project management, quality assurance, and documentation as needed or required by DOM,
           2. Managing the overall project in accordance with the project plan,
           3. Creating monthly overall status report,
           4. Managing team members including the Technical Architect, Business Analysts, Testers, and any support staff,
           5. Creating and maintaining Risk and Issue Registers,
           6. Supporting the work of any oversight or IV&V vendor testing, including UAT and validating performance, stress testing and other testing and validation as deemed necessary,
           7. Reporting to the DOM Project Manager and serving as liaison to any Independent Verification and Validation Vendor (IV&V) or Systems Integrator the State is using on a project,
           8. Performing responsibilities on-site for a minimum of 2 weeks per month from project initiation until completion of project go-live,
           9. Performing on-site responsibilities post go-live one week per month per instance, for duration of contract, and
           10. Attending Monthly Steering Group Meeting at DOM in Jackson, Mississippi and presenting overall status, issues, and risks to participants.
     8. (KP) Technical Architect: One Technical Architect to support the EMPI instance(s), as well as the integration of all proposed instances for a seamlessly integrated solution for DOM.
        1. Technical Architect shall have the following experience and skill set:
           1. Minimum of 5 years of experience as a technical architect with healthcare information technology projects.
           2. **MANDATORY**: Minimum of 2 years of experience as a technical architect with Medicaid and/or healthcare Master Person Index deployments. Vendor must describe how they will meet this requirement.
           3. Minimum of 2 years of experience with healthcare interoperability.
           4. Experience collaborating with technical teams in defining architectural roadmaps to meet business goals,
           5. Minimum of 2 years of experience in end-to-end cloud-based solution design and development.
           6. Experience in systems, hardware, and network design and development.
           7. Strong, articulate communication skills, including ability to convey the right level of technical detail for multiple audiences (executives, IT staff, policy staff, program support staff, etc.).
        2. Technical Architect will be responsible for the following:
           1. Providing technical planning and design of the proposed solution for both MPI instances,
           2. Providing overall technical Subject Matter Expertise,
           3. Performing responsibilities on-siteon-site for a minimum of 80 hours per month from project initiation until completion of project go-live for all instances,
           4. Providing on-site support and resources during all testing, for the duration of contract, and
           5. Developing a “big picture” view driven from technical details and identifying “ripple effects” from any organizational technical decisions.
     9. Business Analyst: One Business Analyst per MPI instance (minimum of two Bas for this overall project are required).
        1. Business Analyst shall have the following experience and skill set:
           1. Minimum of 5 years of experience with Health and Human Services information technology projects;
           2. Verifiable experience with identity matching and/or MPI, or master data management implementations as an Implementation Consultant or a Business Analyst;
           3. Experience working with proposed solution as a Business Analyst;
           4. Assist the DOM teams with User Acceptance Testing (UAT) of each of the instances as well as with any changes, updates, patches or fixes as necessary and requested by DOM;
           5. Experience in the development, review, distribution, and presentation of project status reports;
           6. Experience in developing, reviewing, and/or discussing project related deliverables; and
           7. Experience in documenting and escalating project action items, issues, risks, and/or decisions in timely manner to the client, and other project stakeholders as-is necessary.
        2. Business Analyst will be responsible for the following:
           1. Participate in staff/team meetings and trainings;
           2. Provide frequent, clear, and consistent communication to the client, team members, vendor, and direct reports;
           3. Analyze, review, and maintain vendor and/or client-supplied documentation;
           4. Assist in documentation review facilitation, tracking, and maintenance;
           5. Perform assigned tasks efficiently and effectively, asking questions when instructions are unclear;
           6. Perform responsibilities on-siteon-site at the vendor provided office facility or a minimum of 80 hours per month from project initiation until completion of project go-live;
           7. Provide on-site support and resources during all testing for all instances as well as the integration for a seamless MPI (for DDI and then after go-live) including for supporting the DOM team in testing updates, patches, fixes, and upgrades, for the duration of contract; and
           8. Provide ongoing support to DOM after go-live by performing the merge and unmerge activities of persons across the proposed solution and instances of the MPI. DOM will assign resource(s) to assist and oversee this ongoing manual identity matching and merge/unmerge process, however, the duties of manual merge, unmerge, and manual identity management of persons shall be a Vendor-led function. State agency resources may differ between all MPI instances and per DOM program area.
     10. Technical training staff responsibilities:
         1. The Vendor shall provide a training staff to provide technical training for up to 20 staff on the approach to integration development, on functions of the proposed solution, on the workflows, on the procedures of proper operation, and on reporting and audit logs.
         2. The Vendor shall provide detailed training documentation and system documentation for the entire technical solution and all instances. All documentation shall be updated on a regular basis, with updates occurring minimally every 6 months.
         3. The training shall be phased over time and location to support the phased implementation of all proposed instances.
         4. The technical training attendees shall be composed of selected staff for each of the instances.
  2. The Vendor must provide the appropriate quality and quantity of staff to successfully perform the services described in this RFP. The Vendor shall submit a staffing plan to DOM with the response to the RFP. The staffing plan shall include how the Vendor plans to address staffing requirements, project roles and responsibilities with Key Personnel clearly identified and how changes in staff will be handled through all phases of the project.
     1. The plan shall include a team organization chart that clearly defines reporting relationships. The Vendor must provide a descriptive narrative indicating the role and responsibility of each resource or entity identified. All positions identified on the team organization chart that are not fulfilled by project Key Personnel must include a representative profile that includes qualifications, experience, and education.
     2. The plan shall include a statement and chart that clearly indicates the time commitment of each of the proposed project personnel for each phase. The Vendor will be required to include a statement indicating to what extent, if any, the key project personnel may work on other projects during the term of the Contract. DOM may reject any proposal that commits the proposed key project personnel to other projects during the term of the Contract if DOM believes that such commitment may be detrimental to the Vendor’s performance or project schedule.
     3. The Vendor will have limited office space at the DXC facilities in Ridgeland, Mississippi. Equipment and lifecycle management tools (such as a secure document repository, project software, etc.) for this team, including access for DOM, shall be provided by the Vendor.
  3. The Vendor is encouraged to enhance the essential staff with additional personnel in the proposal as they see fit.

1. **Functional Requirements**
   1. The proposed solution shall be a synchronized EMPI environment comprised of the appropriate number of MPI instances as necessary to provide a successful solution. If multiple MPI instances are proposed, each instance shall have the same functional capabilities and communication methods but shall maintain separate data governance rules. If an EMPI is proposed for DOM, the State desires the EMPI to provide harmony between all DOM-related MPI instances and ensure a single ID exists for all unique persons stored across the EMPI environment and all DOM-related MPI instances (CDIP, HHSTP, and any additional DOM optional instances). Additionally, the State expects DOM MPI instances to harmonize with any future DOM or MDHS instances that may be purchased as a result of this award.
   2. The proposed solution shall match and resolve all agency persons (i.e., beneficiary, client, patient, provider, etc.) with an unattended probabilistic matching methodology, using an algorithm, at the enterprise level and shall not rely only on a Medicaid ID, MDHS Person ID or SSN to match a person. In the event the Vendor uses an equivalent alternative matching methodology, the Vendor shall propose the preferred methodology and explain the benefits.
      1. The Vendor should include optional pricing for a one-time referential match or something similar for each linked system.
   3. The proposed solution shall support person validation and matching to support currently operational DOM-specific programs and program-specific rules.
   4. The proposed solution shall have well documented standard APIs as described in the Technical Specification section of this request to allow the MPI to be interoperable with other DOM programs and systems for person management and person harmonization.
   5. The proposed solution shall resolve the issues identified in this RFP. Vendor may choose to propose one or multiple Master Person instances to identify and manage unique person identities. Vendor must detail the approach for one, or multiple instances proposed.
   6. The proposed solution shall support the Fast Healthcare Interoperability Resources, FHIR, at a minimum, as well as other standard APIs, and fully support the CMS Final Rule and ONC Final Rule.

<https://www.cms.gov/Regulations-and-Guidance/Guidance/Interoperability/index>

* 1. Data Management:
     1. The Vendor shall provide a solution that can store and manage robust person information from all linked systems including but not limited to name, address, DOB, SSN, MRN, phone numbers, Medicaid ID, etc.
     2. The proposed solution shall have rules capable of identifying single best record data at the conceptual level (e.g. name, address, phone number, etc.). Coupled with this, the proposed solution shall maintain aliases and past values for conceptual data structures.
        1. The instances will receive demographic data and other data from a variety of sources and will in some cases receive multiple records with different persons from the same source (requiring merge).
        2. The proposed solution shall define and support a process to determine and flag the “Single Best Record” for all demographics data fields. This could consist of different fields from different sources. Wherever possible this process shall be automated. DOM and the awarded Vendor shall work in collaboration to determine the best solution. DOM shall be able to lock the Single Best Record such that it cannot be changed or overridden by any process, either automated or otherwise, even though the related demographic fields could be changed. DOM must approve the process and procedures to create the Single Best Record.
     3. The criteria used for matching must be adaptable to the persons loaded and the State requires the ability to work with the Vendor to adjust the matching algorithm.
     4. The proposed solution shall make information available through various methods such as screens, reports, and API/messaging services so that the State has visibility into the process being used to identify the single best record and its originating source.
     5. The proposed solution shall be able to receive information through various methods such as direct entry and API/messaging services.
     6. The proposed solution shall respond to message requests for person information by returning a customized set of person record fields, based on the linked system.
     7. **MANDATORY:** The proposed solution shall support an EMPI/MPI number (a unique identifier) as well as separate, multiple person identifiers.
     8. The proposed solution shall support receiving and integrating unsolicited messages from linked systems containing one or more new and/or updated person records.
     9. The proposed solution shall flag a deceased person and integrate information with other systems and instances.
     10. The proposed solution shall support alternative name/alias processing between all instances.
     11. The proposed solution shall store and manage an indexed person list containing identifying information.
     12. The proposed solution shall provide cross-reference indices that link the MPI number (a unique identifier) to all linked systems including state data sources and external facility identifiers.
     13. The proposed solution and all instances shall use demographic data received from other sources, including provider Electronic Health Record (EHR) systems, Person Benefit systems, and other person information systems as necessary, for linking and resolving persons.
     14. The proposed solution shall supply audit data limited by filter information provided upon request through the message interface.
     15. The proposed solution shall have the ability to update all connected instances with new persons when changes to persons or demographics are updated, regardless of system or instance.
     16. The Vendor shall assume the linked systems are the ultimate authority on merging and unmerging.
         1. The proposed solution shall have API/messaging services to allow those systems and the MPI instances to negotiate a merge or unmerge action.
     17. The proposed solution shall send industry standard messages to all linked systems that know the merged person that informs the linked systems that the persons were merged.
     18. The proposed solution shall receive messages from linked systems informing that a merge or unmerge occurred and the merge or unmerge should be reflected in the proposed solutions data.
     19. The proposed solution shall reject a pending merge request when receiving a message from a linked system that rejects the merge.
     20. The proposed solution shall provide the means to configure and implement a rule set that automates the detection and resolution of duplicates and possible duplicates.
         1. Provide an embedded weighted algorithm or other methodology to assist with the identification of potential duplicates.
     21. The proposed solution shall allow authorized users to manually merge and unmerge.
         1. Optional Services: The Vendor shall provide change order rates for manual merge or unmerge activities as required for each MPI instance these services. Vendor must describe in the response all rules and processes needed to perform these activities.
     22. The Vendor shall provide a solution that supports reporting via onscreen display of results, printed output of results, and export of results.
         1. The proposed solution shall allow authorized users to view, sort, export, and print report data, search results, and lists in a variety of formats (e.g., HTML, Excel, TXT, CSV, PDF, or character delimited).
     23. The proposed solution shall support pre-defined reports produced at regular intervals.
     24. The proposed solution shall provide ad hoc reporting that allows users to define when a report will be run and within the report’s capabilities, define attributes such as date range or other filters.
     25. The proposed solution and all instances shall provide periodic and on request reports of the accuracy and success rate of the automated merge process and all automatically merged persons.
     26. The proposed solution shall provide periodic reports to be used in exception handling, to allow manual merging and unmerging of person records that are not able to be handled automatically by the automated process.
     27. The proposed solution shall provide on demand access to a periodic (any date range) report of assumed matches and potential matches as well as the algorithm score for the match across the proposed solution and all instances.
     28. The proposed solution shall allow for the reporting on person requests either by linked systems or overall and shall allow these reports to requests all, partial or specific persons to be detailed.
     29. The Vendor shall provide a solution that supports flexible search criteria during the person identification process: for example, partial name, Soundex, Medicaid ID, MDHS Person ID, SSN, medical record number, encounter number, date of birth, sex, or combinations of data searching and matching on persons stored in the proposed solution.
         1. The proposed solution provides multiple methods to identify its persons when provided with partial person information, enabling exact and fuzzy match logic.
         2. The proposed solution shall have logic that can score returned results such that failure to find an exact person match can yield ranked potential matches.
         3. The proposed solution shall support sort, filter, and search functionality through key fields in all data collections.
  2. Audit/Log: The Vendor shall provide a solution that is capable of auditing and logging events. Auditing and logging are integrated such that the system cannot take actions and avoid auditing and logging. Solution logging is available for review through various methods such as screens, reports and API/messaging services.
     1. The proposed solution shall support the ability to audit all solution and component activities, by user or process such as but not limited to:
        1. Additions/Deletions,
        2. Merges/Unmerges,
        3. Rejected merges,
        4. Logins,
        5. Errors,
        6. Searches,
        7. Reports ran, and
        8. Messages received/sent.
  3. Technical
     1. The Vendor shall provide a solution that can technically support the functional requirements within the framework of the overall DOM infrastructure.
     2. The proposed solution shall provide both a user interface for limited interaction as well as a robust and comprehensive API or service interface capable of communicating through the HHSTP ESB, the CDIP ESB as well as other systems and services. Support for FHIR APIs (CMS Final Rule and ONC Final Rule) for the solution is required, and utilization of FHIR for this requirement is highly recommended. The technical services include providing messaging security, user security, activity logging, archiving, error handling and recovery, single sign on as well as any technique necessary to support the functionality. DOM expects the primary role of the proposed solution to be a network type appliance that communicates automatically with other linked systems.
     3. The proposed solution shall support the real-time person validation management, including supporting real-time queries and responses with the DOM ESB.
     4. The proposed solution shall share and integrate the instance demographic data with other systems and instances via open APIs that are accessible and updatable in real time.
     5. The proposed solution and all instances shall support open APIs to harmonize (in real time) persons between all MPI instances. Open APIs shall be provided to onboard other DOM systems and services such as the DOM ESB, DOM Eligibility and Enrollment (E&E) system and the DOM MMIS and MES as well as MDHS ESB, MAVERICS, JAWS, Virtual Roma, METSS, Child Care Payment System (CCPS), and eFITS.
     6. The proposed solution and all instances must support sending and receiving standards based HL7 transactions, including HL7 merge transactions (ex. A18, A30, A34, etc.).
     7. The proposed solution and all instances must provide online inquiry and retrieval capabilities to the history for an unlimited number of years.
     8. The proposed solution and all instances must have the ability to provide real-time access and user validation from other, interfaced systems. Though not meant to be exclusive, this would include interfacing with multiple State Active Directory or LDAP user database(s) to determine user access privileges to achieve a single sign on user experience.
     9. The proposed solution shall be able to deal with all errors, unexpected responses, and other problems by properly detecting a problem exists and logging the problem and responding to a request message with error information.
     10. The proposed solution must automatically log web users off after a set amount of time as determined by the proposed design.
     11. The proposed solution shall allow administrators to change the automatic web user logoff time as a normal site administration function.
     12. The proposed solution shall programmatically return customized data messages in response to a person identification message request from a linked system.
  4. User Interface
     1. The Vendor shall provide a solution that supports a user interface that allows users to interact with elements of the system so that the State has visibility into the process being used to identify the single best record and its originating source.
        1. The screens are intended to support manual activities in areas such as merging, unmerging, reviewing logs, maintaining user security, testing matching logic, and searching stored persons.
        2. The proposed solution screens shall be browser based and conform to project approved usability guidelines.
        3. The proposed solution must provide a password secured browser-based user interface.
     2. The proposed solution shall provide screens to review past person merges, selecting person merges, and a means to instruct the proposed solution to unmerge the persons.
     3. The proposed solution must provide a screen that allows searching the person index and testing all variations of the matching logic.
     4. The proposed solution should have a screen that allows users to perform the following audit log functions such as but not limited to select audit log, view, search, filter, sort, export, date range, and print.
     5. The proposed solution must provide a screen allowing viewing and editing of person records by properly authenticated users.
     6. The proposed system must provide a screen(s) allowing authorized users to conduct user account maintenance activities, managing security, roles and user group access.
     7. The proposed solution must provide a screen that displays potentially duplicated persons.
     8. The proposed solution shall allow end user sorting on all complex lists with more than one column.
     9. The proposed solution shall have a default sort order on all lists and listings.

1. **Operational Requirements**
   1. The Vendor shall deliver, host, implement, and support the infrastructure and the software for the proposed solution in a Software as a Service (SaaS) offering.
   2. The proposed solution shall be able to provide ongoing matching of disparate persons at the following rates:
      1. Match over 500 disparate persons per second; and
      2. Match over 2,000 disparate persons in 3 seconds or less.
   3. The proposed solution shall support an initial load and processing of persons into the MPI’s from various source systems at a minimum rate of 10,000 per hour.
   4. All operational aspects, including the location of infrastructure must be in the continental USA. All operational resources including Help Desk must be in the continental USA. Under no circumstances will PHI be moved offshore either for testing purposes or in production. (The use of offshore and near-shore resources may be permitted for development efforts only.)
   5. The proposed solution shall maintain HIPAA compliance and support Minimum Acceptable Risk Standards (MARS-E) 2.0 access, privacy and security requirements.
   6. The Vendor will responsible for System Security Plan (SSP) requirements associated with an EMPI.
      1. The SSP will based on the current version of MARS-E, including the collection of SSP implementation statements from all parties involved in the system.
      2. The Vendor shall follow the standards and best practices to ensure security for all data and messages, and
      3. The Vendor will perform vulnerability tests, penetration tests, and all other, appropriate tests on mutually agreed upon basis, and will report these results to DOM on a monthly basis.
   7. The Vendor shall follow the standards and best practices to ensure security for all data and messages, and perform annual vulnerability tests and penetration tests, and all other, appropriate tests on a normally scheduled basis on the proposed solution and reporting results to DOM on a mutually agreed upon schedule (typically monthly).
   8. The Vendor shall use TLS 1.3 or higher as a standard and shall upgrade as the standard evolves.
   9. The proposed solution must include the following access control requirements:
      1. Each instance must be equipped to establish role-based security levels based on user profiles,
      2. Each instance of the proposed solution shall limit access to PHI and sensitive information based on the role of the user,
      3. Roles to be implemented will include: Administrator, Super User, User, and Others as required,
      4. All access to PHI must be recorded and made available for reporting to include: Timestamp, content accessed, person accessing, physical location of access with IP address, reason for access and method of access. Demographic data is PHI,
      5. Data will be available to DOM staff, auditors, and HIPAA reporting/auditing request,
      6. Each instance of the proposed solution must prohibit unauthorized users from accessing PHI and other sensitive information according to State and Federal confidentiality rules, and
      7. Vendor staff including development and support staff shall use two factor authentications when accessing any aspect of the production application or its data.
   10. The proposed solution must include the following System Support Requirements.
       1. The Vendor will be responsible for the operational aspects of the proposed solution including, but not limited to:
          1. Help Desk for all MPI instances shall include:
             1. The Vendor shall be responsible for providing overall DOM, MDHS and other Vendor (DOM/MDHS staff, as well as support to other Vendor Help Desks that support Medicaid and MDHS persons) support and help desk services from implementation to termination of the contract. Help Desk support shall not preclude creation and delivery of report requests, in an ad hoc fashion or for audit purposes.
             2. The Vendor shall provide a toll-free support line for contacting the Help Desk.
             3. The Help Desk shall be available during DOM working hours (typically 7 a.m. to 7 p.m. Central Time Monday through Friday).
             4. The Vendor shall provide documentation and support to DOM State staff, including training on help desk processes and procedures.
             5. The Vendor shall provide a secure, Web-based DOM user support center, including the ability for State staff to report a problem and monitor its status.
             6. The Vendor shall document DOM end-user problems, referring problems to the resources required to resolve the problem, monitor problem resolution, escalate any problems that are not being addressed in a timely manner, and inform the reporting user of problem status.
             7. The Vendor shall respond and resolve problems reported within Service Level Agreement (SLA) resolution timeframes.
             8. The Vendor shall provide weekly reporting of response times, problems encountered, and solutions.
       2. The Vendor shall develop a Software Deployment Plan outlining the approach. The plan shall include the following:
          1. The Vendor shall implement and maintain Source Code Version Management and Configuration Control systems for all code, release notes, etc. so that releases can be rolled back.
          2. The Vendor shall develop a method for deploying the current code into selected pre-production environment(s) and validating that the code is ready for deployment into the production environment.
          3. The Vendor shall use version control when upgrades are made to any instance.
       3. The Vendor shall develop a System Turnover Plan that describes the methodology, schedule, and process for system turnover, detailing how the following specifications will be met:
          1. The Vendor shall cooperate with the successor Vendor while providing all required turnover services. This shall include meeting with the successor and devising work schedules that are agreeable for both the State and the successor Vendor.
          2. The Vendor shall transfer solution and services documentation and all data requested by the State to the successor Vendor or to the State to ensure a successful launch.
          3. The Vendor shall turn over all data to the State, within a mutually agreed upon timeline. All data shall be properly disposed of subsequent to turnover, within a timeframe specified by the State according to the executed Business Associate Agreement (BAA)/Data Use Agreement (DUA) required to be executed at contract signing.
       4. Vendor must describe how the following will be addressed, if applicable:
          1. Hardware inventory replacement/upgrade,
          2. Ensuring Hardware Maintenance Agreements are current,
          3. Ensuring Software Licenses are adequate to meet the State’s needs,
          4. Patch schedule, and
          5. Technical Infrastructure Changes.
       5. The Vendor shall develop a method for diagnosing reported system issues and determining if the issue is a defect. Vendor will be responsible for resolving all defects.
       6. The Vendor shall ensure that secure protection, backup, and Disaster Recovery measures are in place and operational as a prerequisite to cutover from the current Maintenance and Operations (M&O) Vendor to the Vendor’s hosting and operations of the production all instances (i.e., for end of Start-Up Period) and for the duration of the contract. The Vendor shall ensure no loss of data or configuration of the environments.
       7. The Vendor shall use DOM prior-approved Quality Assurance procedures for rule and parameter changes.
       8. The Vendor(s) shall follow a standard escalation procedure and develop an operations best practice guide to ensure that:
          1. The Vendor detects and identifies and reports system problems as they occur;
          2. The Vendor detects and reports PHI data breaches within 24 hours of occurrence;
          3. The Vendor escalates problems within 30 minutes of initial Help Desk contact;
          4. The Vendor communicates to end-user/customer administrators within 1 hour of initial escalation; and
          5. The Vendor contacts end-user/customer administrators with resolution/preventative action taken within 8 hours.
   11. Service Level Agreements
       1. System Availability: All Vendors and All Components: The Vendor proposed solution, including all MPI instances, shall operate 24 hours per day, and support a 99.99% uptime per month, and is subject to a $2,500.00 penalty for each 15-minute occurrence of downtime outside of the 99.99% uptime requirement. Uptime shall be calculated by the following formula:
          1. 24 hours per day x 7 days a week x 52 weeks per year = Total hours per year.
          2. Total hours per year x .0001 = Allowed unscheduled downtime per year.
       2. Scheduled Downtime: Agreed upon and scheduled downtime shall occur only between 1 a.m. and 4 a.m. Central Time, and only with prior, written approval from the State 48 hours in advance. The Vendor shall be assessed a penalty of $5,000.00 per instance of a failure to notify the State in writing 48 hours in advance of a scheduled downtime. Solution downtime outside of the allowable downtime period shall be categorized as unscheduled downtime and is subject to a $10,000.00 penalty for each occurrence.
       3. Transaction Timeliness: User interface (GUI) components of all MPI instances shall support a two (2) second or less average response time for selected processes measured daily. Averages exceeding three seconds will be considered an outage and the Vendor shall be assessed damages of $2,500.00 per day. Selected processes include:
          1. End-user login
          2. Single patient/person query and return results
          3. Standard report generation (Note: some reports, including the analytics and population health reports and queries, may take longer than the required two (2) seconds to generate, and if so, please note in your response what reports these are, what data sets and size are typically included, and the estimated performance for generating these reports)
       4. Vendor shall host the proposed solution in a United States-based Tier 2 data center or better, with written approval from the State on any change in the selection of the data center, data center Vendor, and location. The State reserves the right to physically audit (by State or State contracted personnel) the data center the proposed solution is hosted in and the Disaster Recovery (DR) site. By the first 90 days after contract execution and on every August 30th thereafter, the Vendor must provide the State with an annual data center report, specifying their Tier Certification of Constructed Facility rating or TIA-942 Data Center Standard Rating, specifying the Tier rating of their facility and specifying what certifications have been awarded to the facility, including but not limited to Leadership in Energy and Environmental Design (LEED), Statement on Standards for Attestation (SSAE) 16, HIPAA, etc. Failure to provide an annual report is subject to a penalty of $10,000 per month until the report is completed and provided to the State.
       5. Data center-provided servers and network switching equipment used to host the proposed solution shall be no more than three (3) years old, and hardware shall be regularly scheduled for an equipment refresh every three (3) years. Failure to refresh this hardware at least every three (3) years and to notify the State in writing as to this refresh is subject to a penalty of $25,000.00 per month until the refresh is complete, and the State is notified.
       6. Data center where all instances are hosted shall have system intrusion detection, firewalls and firewall policies for cloud servers, regular Operating System (OS) security patches, the most current antivirus software installed, and follow hosting/data center best practices. Upon contract execution, and every quarter thereafter, the Vendor shall provide the State a quarterly report detailing how the Vendor and data center are adhering to these requirements. Failure to provide an quarterly report is subject to a penalty of $10,000.00 per month until the report is completed and provided to the State.
       7. Vendor shall have a failover process and documented failover plan that shall be provided to the State for approval upon system go-live. Failure to provide the failover plan may result in a penalty of $10,000.00 per month until the report is completed and provided to the State.
       8. Vendor shall have a Disaster Recovery (DR) plan approved by the State upon system go-live, including a separate DR site with a separate physical location from the primary hosting site. Upon each anniversary of contract execution, the Vendor(s) shall provide documentation that the DR environmental test has been conducted within the past year and shall provide written results to the State. The written results shall include any remediation and the accompanying remediation schedule necessary to correct any failures or findings that were identified as a result of the DR test. Failure to provide the results to the State on an annual basis is subject to a penalty of $10,000.00 per month until the report is completed and provided to the State.
       9. Vendor shall execute the DR plan immediately upon notification of a Disaster (as outlined in the DR plan). Upon execution of the DR plan, the proposed solution and data shall return to at least 70% performance status of the production status. Failure to provide at least 70% performance status of the production status is subject to a penalty of $10,000.00 per month until at least 70% performance status is complete, and documentation is provided to the State.
       10. Vendor shall support a zero Recovery Point Objective (RPO). Failure to provide zero RPO is subject to a penalty of $10,000.00 per month until a zero RPO is completed and documentation is provided to the State.
       11. Vendor and all subcontractors shall adhere to the appropriate SLAs. Any and all subcontractor non-performance and delays are the responsibility of the prime Vendor, and all penalties will be assessed to the prime Vendor.
       12. Failure for any Vendor or subcontractor to meet the requirements of the Business Associate Agreement (BAA) or Data Use Agreement (DUA) ($2,500.00 per occurrence). An occurrence means each failure to comply with the BAA or DUA requirements, regardless of the number of persons or clinicians involved.
       13. If any Vendor or subcontractor fails to notify the State of a breach (potential or otherwise) both in writing and by telephone within 24 hours of discovery, the Vendor shall be assessed damages of $10,000.00 per day until the State is properly notified. The Vendor shall pay the costs for notification of any breach, as well as for credit monitoring for all persons whose data is breached for the term of one year.
       14. Reporting Requirements: Vendor shall provide a monthly report to the State by the seventh business day of the following month. Failure to provide the monthly report by the seventh working day of the following month, the Vendor shall be assessed a penalty of $2,500 per day until the report is delivered, including:
           1. SLA performance metrics by instance
           2. Internal monitoring, including metrics and tools used
           3. Incidents and/or problems incurred per defined SLAs
           4. Help Desk statistics including contacts by users, State staff and beneficiaries, tickets generated and closed by severity, who reported the issue, by instance, escalations, problem resolution rates, opt-in and opt out requests and those that were processed
           5. Total ticket volume with aging by severity, tickets opened and closed during the last period, by support, maintenance, and upgrades
           6. Monthly hardware statistics and monitoring reports
           7. Other metrics to be defined by the State in coordination with the Vendor
       15. Should any Vendor have more than 50 outstanding service-related Help Desk tickets, the Vendor is subject to a penalty of $500.00 per calendar day.
       16. Failure by any Vendor to meet mutually agreed upon deliverables and/or milestones by the due date or as otherwise required, may result in a penalty of $500.00 per instance, per calendar day that the deliverable or milestone remains late or deficient.
       17. Failure by any Vendor to maintain staffing levels, including the number and qualifications of staff, and provision of key positions that are outlined in the requirements, is subject to a penalty of $2,500.00 per calendar day.
       18. Any other failure of any Vendor that DOM determines constitutes substantial non-compliance with any material term of the Contract not specifically enumerated herein, may result in a penalty of up to $5,000.00 for each failure.
       19. Failure by the Vendor to obtain approval in writing by the Division of Medicaid and/or the Mississippi Department of Human Services for publishing material requiring DOM approval is subject to a penalty of up to $1,000.00 per instance.
       20. Unauthorized use of DOM or MDHS’ name, brand, or likeness is a violation of this contract ($1,000.00 per occurrence). An occurrence means each unauthorized use.
       21. Failure of Vendor to comply with close out and turnover requirements may result in the assessment of damages of up to $25,000.00 that, if imposed, shall be deducted from the final payment to be made to Vendor.
       22. Unauthorized utilization of any data is a violation of the requirements listen herein ($10,000.00 per occurrence). An occurrence means each unauthorized use, regardless of the number of persons or Trading Partners involved.
       23. Failure to meet the requirements of Health Insurance Portability and Accountability Act (HIPAA) ($1,000.00 per occurrence). An occurrence means each improper use or disclosure of person information.
       24. Any other failure of Vendor that DOM determines constitutes substantial non-compliance with any material term of the contract and/or not specifically enumerated herein. (Between $1.00 and $5,000.00 for each failure)
       25. The Vendor shall publish on their public website any actual or liquidated damages approved by DOM within fifteen (15) business days of notice of DOM approval and maintain the document on the site through the contract term.
       26. If an SLA measurement yields an SLA credit, the Vendor shall conduct a root cause analysis (RCA). Such root cause analysis shall be provided to DOM within five (5) business days of the SLA trigger event for DOM review and acceptance.
       27. Operational: All instances and the proposed solution shall adhere to the following table for SLAs and associated penalties (credit to DOM):
           1. Incident/Problem Resolution Time is calculated from the time an incident/problem is reported, until the problem has been identified as resolved. It is not calculated from when it is entered into a Help Desk ticketing tool.
           2. The Help Desk must be staffed appropriately to allow incidents/problems to be entered into the tool while on call with State staff and persons or if received via email within 30 minutes. Each instance of a delay to incident/problem entry, the State may assess a $500.00 SLA credit to the State.

| SLA Name | Definition | Resolution Time |
| --- | --- | --- |
| Incident/Problem Resolution Time – Critical | Interruption making a critical functionality inaccessible or a complete network interruption causing a severe impact on services availability. There is no possible alternative. | **98% Resolved in less than 4 hours** |
| Incident/Problem Resolution Time – High | Critical functionality or network access interrupted, degraded or unusable, having a severe impact on services availability. No acceptable alternative is possible. | **98% Resolved in less than 24 hours** |
| Incident/Problem Resolution Time – Medium | Non-critical function or procedure, unusable or hard to use having an operational impact, but with no direct impact on services availability. A workaround is available. | **98% Resolved in less than 72 hours** |
| Incident/Problem Resolution Time – Low | Application or personal procedure unusable, where a workaround is available, or a repair is possible. | **98% Resolved in less than 72 hours** |

* + - 1. For each incident/problem that does not meet the resolution timeframes above, there shall be an SLA credit to the State in the amount of $8,000.00.Every incident and/or problem must be included in the monthly SLA reporting, along with any progress that has been made..
    1. Disaster Recovery timeframes: In the event of a declared disaster the recovery time objective is forty-eight (48) hours. The system should be fully operational and available.
       1. The SLA Credits for this Measurement are aggregated, i.e. each lower level of failure adds the stated additional percentage (for a maximum 50% credit at the lowest level).
          1. Greater than 48 hours: $16,000.00 SLA Credit to State
          2. Greater than 72 hours: Additional $45,000.00 SLA Credit to State
          3. Greater than 96 hours: Additional $75,000.00 SLA Credit to State, meaning all three figures above would be credited.
    2. The SLAs set forth herein shall be in effect beginning with the commencement of monthly services. The Vendor(s) shall be responsible for complying with all performance measurements and ensure compliance by all subcontractors.
       1. Beginning on the SLA activation date, any performance measurement not met during the monthly reporting period, the SLA credit for that individual measurement shall be applied to the monthly fees.
    3. Liquidated Damages and Corrective Action Plans
       1. DOM may require corrective action if any deliverable, report, SLA, or the like should indicate that the Vendor is not in compliance with any provision of this RFP. DOM may also require the modification of any policies or procedures of the Vendor relating to the fulfillment of its obligations pursuant to this Contract. DOM may issue a deficiency notice and may require a corrective action plan be filed within fifteen (15) calendar days following the date of the notice. A corrective action plan shall delineate the time and way each deficiency is to be corrected. The corrective action plan shall be subject to approval by DOM, which may accept it as submitted, accept it with specified modifications, or reject it. DOM may extend or reduce the time frame for corrective action depending on the nature of the deficiency and shall be entitled to exercise any other right or remedy available to it, whether it issues a deficiency notice or provides Vendor with the opportunity to take corrective action.
       2. Because performance failures by the Vendor may cause DOM to incur additional administrative costs that are difficult to compute, DOM may assess liquidated damages against the Vendor pursuant to this section and deduct the amount of the damages from any payments due the Vendor. DOM, at its sole discretion, may establish an installment deduction plan for any damages. The determination of the amount of damages shall be at the sole discretion of DOM, within the ranges set forth below. Self-reporting by the Vendor will be taken into consideration in determining the amount of damages to be assessed. Unless specified otherwise, DOM shall give written notice to the Vendor of the failure that might result in the assessment of damages and the proposed amount of the damages. The Vendor shall have fifteen (15) calendar days from the date of the notice in which to dispute DOM’s determination. DOM may assess damages for specific performance failures set forth below. DOM may assess higher liquidated damages amounts when the Vendor consistently fails to meet specific performance standards and the deficient performance has not been corrected.
       3. Assessment of actual or liquidated damages does not waive any other remedies available to DOM pursuant to this RFP or State and Federal law. If liquidated damages are known to be insufficient, then DOM has the right to pursue actual damages.
       4. Failure to timely submit a DOM approved Corrective Action Plan (CAP), DOM may assess liquidated damages of $500.00 per business day until the CAP is submitted.
       5. Failure to successfully carry out a DOM approved CAP within the time frames outlined in the CAP, DOM may assess $500.00 per business day until the CAP is completed.
       6. In the event of repeated violations of a single SLA measure or multiple failures across SLA measures over two consecutive months, the State reserves the right to renegotiate SLA measures and/or escalate the applicable reductions by 50% of the stated liquidated damages after non-responsiveness. Repeated violations may be grounds for Termination for Cause.

1. **Hosting Requirements** 
   1. The Vendor shall follow Industry Standards and Best Practices for hosting and security per the Software Development Life Cycle (SDLC) procedures.
   2. The State seeks a single host setting for all MPI instances. Potential host settings to be considered are the Information Technology Services data center in Jackson, Mississippi or any cloud-based HIPAA and MARS-E 2.0 compliant facility.
   3. **MANDATORY:** The Vendor shall be aware that under no circumstances shall any data, or equipment associated with this project reside outside the continental United States, nor shall any data, or equipment associated with this project be accessible to people outside the continental United States. Vendor must describe how this requirement will be met.
   4. The Vendor shall provide a disaster recovery (DR) data center location in the continental United States that is at least two hundred and fifty (250) miles from the primary facility. Vendor’s proposal shall describe how the DR data center location minimizes risk in the event of disaster, including service levels for recovery and minimizing data loss.
   5. The Vendor shall host all instances in a certified, Tier 2 data center or better, with the following:
      1. All equipment required to provision, monitor, and manage the circuit to the hosting and DR facilities;
      2. Network protection on State servers and cloud servers to prevent attacks and to ensure State data, information, software, and networks are secured from unauthorized access. This protection shall comply with the transmission security provisions of the HIPAA, as well as all relevant federal, state, and local laws;
      3. Intrusion detection and abnormal data retrieval detection and alerts (for example; mass downloads of PHI);
      4. Perform recording and reporting on security incidents and breaches (both immediate reporting and summary reporting);
      5. Current Operating System security patches;
      6. Current antivirus software;
      7. Two factor authentications to access PHI by vendor staff;
      8. Encryption in transit and at rest; and
      9. Encryption for each website.
   6. The Vendor shall provide WAN encrypted tunnel support to DOM from both the primary and the DR site.
   7. The Vendor shall ensure the facility is compliant with SSAE16 and HIPAA standards.
   8. The Vendor shall provide dedicated services with no intermingling of data or resources with other clients other than the State of Mississippi, Division of Medicaid, and the Mississippi Department of Human Services. This includes all internet connectivity.
   9. The Vendor shall provide the data center and hosting capacity to handle approximately over 1 million bi-directional transactions of various sizes per month.
   10. The Vendor shall provide Internet connectivity with sufficient capacity to support the instance(s) and future growth over the duration of the contract.
   11. The Vendor shall provide system and data reliability through off-site system and data backup in accordance with the SLA.
   12. The Vendor’s Security service shall provide monitoring for timely reporting of threats and intrusions.
   13. The Vendor’s Security services shall include a security agent to control all traffic between the primary and disaster recovery center and the outside world and protect against unauthorized access or intrusions.
   14. The Vendor’s Security services shall allow reporting for firewall and other statistics from any Internet browser with monthly analysis and recommendations to improve security and throughput.
   15. The Vendor shall submit a Technical Operations Plan (TOP) at the initiation of the project. It should support networking and integration. The Vendor shall provide a technical architecture (hardware, software, net gear, etc.) schematic of its technical infrastructure, methods and procedures for maintenance and operations of Vendor's technical infrastructure, and communications protocols. At a minimum, the Technical Operations Plan shall include:
       1. Technical Architecture Schematic Hardware, Software
       2. Roles and responsibilities of staff
       3. Narratives addressing the following:
          1. Systems Monitoring,
          2. Patch Management,
          3. Maintenance Schedule,
          4. Points-of-contact and Backups,
          5. Technical Support,
          6. Security,
          7. HIPAA Compliance,
          8. Database Replication,
          9. Ad Hoc Reporting Repository,
          10. Licensing and Warranty Tracking for Hardware and Software,
          11. Certificate Expiration Date Tracking, and
          12. Other items as mutually agreed upon.
       4. Business Continuity Plan (BCP): Identification of the core business processes involved in the production solution. For each core business process include:
          1. Identification of potential failures for the process,
          2. Risk analysis,
          3. Impact analysis,
          4. Definition of minimum acceptable levels of service/output,
          5. Definition of triggers for activating contingency plans,
          6. Procedures for activating any special teams for business continuity,
          7. A plan for recovery of business functions, units, processes, human resources, and technology infrastructure, and
          8. Communication protocols and process for restoring operations in a timely manner.
       5. Disaster Recovery Plan (DRP): Procedures for data backup, restoration, and emergency mode operations in the event of Hardware or Software Failures, Human Error; Natural Disaster; and/or Other unforeseeable emergencies. Additional Disaster Recovery Plan Topics must include:
          1. Retention and storage of backup files and software,
          2. Hardware backup for critical solution components,
          3. Facility backup,
          4. Backup for any telecommunications links and networks,
          5. Backup procedures and support to accommodate the loss of any online communications,
          6. A detailed file backup plan, procedures, and schedules, including rotation to an off-site storage facility,
          7. The off-site storage facility shall provide security of the data stored there, including protections against unauthorized access or disclosure of the information, fire, sabotage, and environmental considerations,
          8. An enumeration of the prioritized order of restoration for Vendor's proposed solution,
          9. Provide a short-term uninterruptible power supply to facilitate an orderly shutdown of the information system in the event of a primary power source loss, and
          10. Provide annual Disaster Recovery test results.
2. **Cloud or Offsite Hosting Requirements** 
   1. Data Ownership

The State shall own all right, title and interest in all data used by, resulting from, and collected using the services provided. The Vendor shall not access State User accounts, or State Data, except (i) in the course of data center operation related to this solution; (ii) response to service or technical issues; (iii) as required by the express terms of this service; or (iv) at State ’s written request.

* 1. Data Protection

Protection of personal privacy and sensitive data shall be an integral part of the business activities of the Vendor to ensure that there is no inappropriate or unauthorized use of State information at any time. To this end, the Vendor shall safeguard the confidentiality, integrity, and availability of State information and comply with the following conditions:

* + 1. All information obtained by the Vendor under this contract shall become and remain property of the State.
    2. At no time shall any data or processes which either belong to or are intended for the use of State or its officers, agents, or employees be copied, disclosed, or retained by the Vendor or any party related to the Vendor for subsequent use in any transaction that does not include the State.
  1. Data Location

The Vendor shall not store or transfer State data outside of the United States. This includes backup data and Disaster Recovery locations. The Vendor will permit its personnel and contractors to access State data remotely only as required to provide technical support.

* 1. Encryption
     1. The Vendor shall encrypt all non-public data in transit regardless of the transit mechanism using DOM approved encryption methodologies and standards.
     2. The Vendor must submit encryption methodologies in writing annually for DOM approval.
     3. For engagements where the Vendor stores non-public data, the data shall be encrypted at rest. The key location and other key management details will be discussed and negotiated by both parties. Where encryption of data at rest is not possible, the Vendor must describe existing security measures that provide a similar level of protection. Additionally, when the Vendor cannot offer encryption at rest, it must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach. The policy shall comply with the following requirements:
        1. The policy shall be issued by an insurance company acceptable to the State and valid for the entire term of the contract, inclusive of any term extension(s).
        2. The Vendor and the State shall reach agreement on the level of liability insurance coverage required.
        3. The policy shall include, but not be limited to, coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, and liability assumed under an insured contract.
        4. At a minimum, the policy shall include third party coverage for credit monitoring. notification costs to data breach victims; and regulatory penalties and fines.
        5. The policy shall apply separately to each insured against whom claim is made or suit is brought subject to the Vendor’s limit of liability.
        6. The policy shall include a provision requiring that the policy cannot be cancelled without thirty (30) days written notice.
        7. The Vendor shall be responsible for any deductible or self-insured retention contained in the insurance policy.
        8. The coverage under the policy shall be primary and not in excess to any other insurance carried by the Vendor.
        9. In the event the Vendor fails to keep in effect at all times the insurance coverage required by this provision, the State may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event, subject to the provisions of the contract.
  2. Breach Notification and Recovery

Unauthorized access or disclosure of non-public data is considered to be a security breach. The Vendor will provide immediate notification and all communication shall be coordinated with the State. When the Vendor or their sub-contractors are liable for the loss, the Vendor shall bear all costs associated with the investigation, response and recovery from the breach including but not limited to credit monitoring services with a term of at least 3 years, mailing costs, website, and toll free telephone call center services. The State shall not agree to any limitation on liability that relieves a Vendor from its own negligence or to the extent that it creates an obligation on the part of the State to hold a Vendor harmless.

* 1. Notification of Legal Requests

The Vendor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of the State. The Vendor shall not respond to subpoenas, service of process, and other legal requests related to the State without first notifying the State unless prohibited by law from providing such notice.

* 1. Termination and Suspension of Service

In the event of termination of the contract, the Vendor shall implement an orderly return of State data in CSV or XML or another mutually agreeable format. The Vendor shall guarantee the subsequent secure disposal of State data.

* + 1. Suspension of services: During any period of suspension of this Agreement, for whatever reason, the Vendor shall not take any action to intentionally erase any State data.
    2. Termination of any services or agreement in entirety: In the event of termination of any services or of the agreement in its entirety, the Vendor shall not take any action to intentionally erase any State data for a period of 90 days after the effective date of the termination. After such 90 day period, the Vendor shall have no obligation to maintain or provide any State data and shall thereafter, unless legally prohibited, dispose of all State data in its systems or otherwise in its possession or under its control as specified in section 7(d) below. Within this 90-day timeframe, Vendor will continue to secure and back up State data covered under the contract.
    3. Post-Termination Assistance: The State shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.
    4. Secure Data Disposal: When requested by the State, the provider shall destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods. Certificates of destruction shall be provided to the State.
  1. Background Checks

The Vendor warrants that it will not utilize any staff members, including sub-contractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty. The Vendor shall promote and maintain an awareness of the importance of securing the State's information among the Vendor's employees and agents.

* 1. Security Logs and Reports

The Vendor shall allow the State access to system security logs that affect this engagement, its data, and/or processes. This includes the ability to request a report of the activities that a specific user or administrator accessed over a specified period of time as well as the ability for an agency customer to request reports of activities of a specific user associated with that agency. These mechanisms should be defined up front and be available for the entire length of the agreement with the Vendor.

* 1. Contract Audit

The Vendor shall allow the State to audit conformance including contract terms, system security and data centers as appropriate. The State may perform this audit or contract with a third party at its discretion at the State’s expense.

* 1. Sub-contractor Disclosure

The Vendor shall identify all of its strategic business partners related to services provided under this contract, including but not limited to, all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Vendor, who will be involved in any application development and/or operations.

* 1. Sub-contractor Compliance

The Vendor must ensure that any agent, including a Vendor or subcontractor, to whom the Vendor provides access agrees to the same restrictions and conditions that apply through this Agreement.

* 1. Processes and Procedures

The Vendor shall disclose its non-proprietary security processes and technical limitations to the State so that the State can determine if and how adequate protection and flexibility can be attained between the State and the Vendor. For example: virus checking and port sniffing — the State and the Vendor shall understand each other’s roles and responsibilities.

* 1. Operational Metrics

The Vendor and the State shall reach agreement on operational metrics and document said metrics in the Service Level Agreement. At a minimum the SLA shall include:

* + 1. Advance notice and change control for major upgrades and system changes
    2. System availability/uptime guarantee/agreed-upon maintenance downtime
    3. Recovery Time Objective/Recovery Point Objective
    4. Security Vulnerability Scanning

1. **Additional Requirements**
   1. **ITS** acknowledges that the specifications within this RFP are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed system. Vendors must specify, here, what additional components may be needed and are proposed in order to complete each configuration.
2. **Scoring Methodology**
   1. An Evaluation Team composed of DOM, MDHS and ITS staff will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals.
      1. Each category included in the scoring mechanism is assigned a weight between one and 100.
      2. The sum of all categories equals 100 possible points.
      3. For the evaluation of this RFP, the Evaluation Team will use the following categories and possible points:

|  |  |
| --- | --- |
| **Category** | **Possible Points** |
| **Non-Cost Categories:** |  |
| Vendor Requirements | 20 |
| Functional Requirements | 20 |
| Operational & Hosting Requirements | 10 |
| On-site Interviews | 5 |
| On-site Presentations | 10 |
| **Total Non-Cost Points** | **65** |
| **Cost Categories:** |  |
| Lifecycle Costs | 25 |
| Change Order Rates | 10 |
| **Total Cost Points** | **35** |
| **Maximum Possible Points** | **100** |

* 1. The evaluation will be conducted in four stages as follows:
     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.
     2. Stage 2 – Non-cost Evaluation (all requirements excluding cost)
        1. Non-cost categories and possible point values are as follows:

|  |  |
| --- | --- |
| **Non-Cost Categories** | **Possible Points** |
| Vendor Requirements | 20 |
| Functional Requirements | 20 |
| Operational & Hosting Requirements | 10 |
| **Maximum Possible Points** | **50** |

* + - 1. Proposals meeting fewer than 80% of the requirements in the non-cost categories may be eliminated from further consideration.
      2. 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 ‘Operational & Hosting Requirements’ category was allocated 10 points; a proposal that fully met all requirements in that section would have scored 9 points. The additional 10% is used for a proposal that exceeds the requirement for an item in a way that provides additional benefits to the state.
    1. Stage 3 – Cost Evaluation
       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

* + - 1. Cost categories and maximum point values are as follows:

|  |  |
| --- | --- |
| **Cost Category** | **Possible Points** |
| Lifecycle Cost | 25 |
| Change Order Rates | 10 |
| **Maximum Possible Points** | **35** |

* + 1. Stage 4 – Selection of the successful Vendor
       1. On-site Demonstrations and Interviews
          1. The state will conduct interviews of Key Personnel, on-site presentations, demonstrations or discussions with any and all Vendors for the purpose of system overview and/or clarification or amplification of information presented in any part of the proposal.
          2. Vendors must be prepared to make an on-site presentation to the evaluation team and its affiliates within seven calendar days of notification. Each presentation must be made by the project manager being proposed by the Vendor to oversee implementation of this project. (Vendors will be provided an outline of what should be covered during the on-site presentation.)
          3. Proposed key team members must be present at the on-site demonstration. The evaluation team reserves the right to interview the proposed key team members during this on-site visit.
          4. The demonstration will not be allowed in lieu of a written proposal.
          5. Stage 4 – Selection of the successful Vendor Non-cost Stage 4 categories and possible point values are as follows:

|  |  |
| --- | --- |
| **Non-Cost Stage 4 Categories** | **Possible Points** |
| On-site Interviews | 5 |
| On-site Presentations | 10 |
| **Maximum Possible Points** | **15** |

* + - * 1. Vendors receiving fewer than 85% in the On-site Interviews or On-site Presentations may be eliminated from further consideration.
  1. 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.

## APPENDIX A

New MEDS: Contains the records of Medicaid beneficiaries who are eligible and enrolled.

MAVERICS: Contains the records of MDHS clients who are actively receiving SNAP/TANF benefits as well as historical eligibility information.

JAWS: Contains the records of MDHS clients who are actively participating in the TANF Work Program and supportive services.

Virtual ROMA: Contains the records of MDHS clients who are actively receiving LIHEAP, CSBG, and weatherization benefits as well as historical eligibility information.

METSS: Contains records of MDHS clients who are involved in a child support case managed by the Child Support Enforcement Division of MDHS as well as historical case information.

CCPS: The Child Care Payment System contains records of MDHS clients who are currently receiving assistance with childcare tuition as well as historical data.

eFITS: Contains records that tracks all EBT transactions of SNAP benefit recipients both current and historical.

## APPENDIX B

**MDHS Single Identity System**

The Mississippi Department of Human Services desires a Master Person Index (MPI) that will provide the base architecture needed to create a single client view by accurately linking available client data across the spectrum of MDHS services and programs. The goals of the MPI are as follows:

* Facilitating interfaces between the agency’s IT systems by providing a common unique client identifier (MPI Number).
* Facilitating the coordination of services for clients between the agency’s programs.
* Permitting the agency’s programs to share common client demographic information and allowing all programs to share access to changes in this information
* Providing the ability to identify the specific programs and cases in which each client is involved and to track the status of program and cases
* Providing an accurate, unduplicated count of clients across all programs

The following eligibility systems below will initially be represented in the MDHS MPI being sought for procurement:

* **MAVERICS:** Contains the records of MDHS clients who are actively receiving SNAP/TANF benefits as well as historical eligibility information
* **JAWS:** Contains the records of MDHS clients who are actively participating in the TANF Work Program and supportive services
* **Virtual ROMA:** Contains the records of MDHS clients who are actively receiving LIHEAP, CSBG, and weatherization benefits as well as historical eligibility information
* **METSS**: Contains records of MDHS clients who are involved in a child support case managed by the Child Support Enforcement Division of MDHS as well as historical case information
* **CCPS:** The Child Care Payment System contains records of MDHS clients who are currently receiving assistance with childcare tuition as well as historical data
* **eFITS:** Contains records that tracks all EBT transactions of SNAP benefit recipients both current and historical

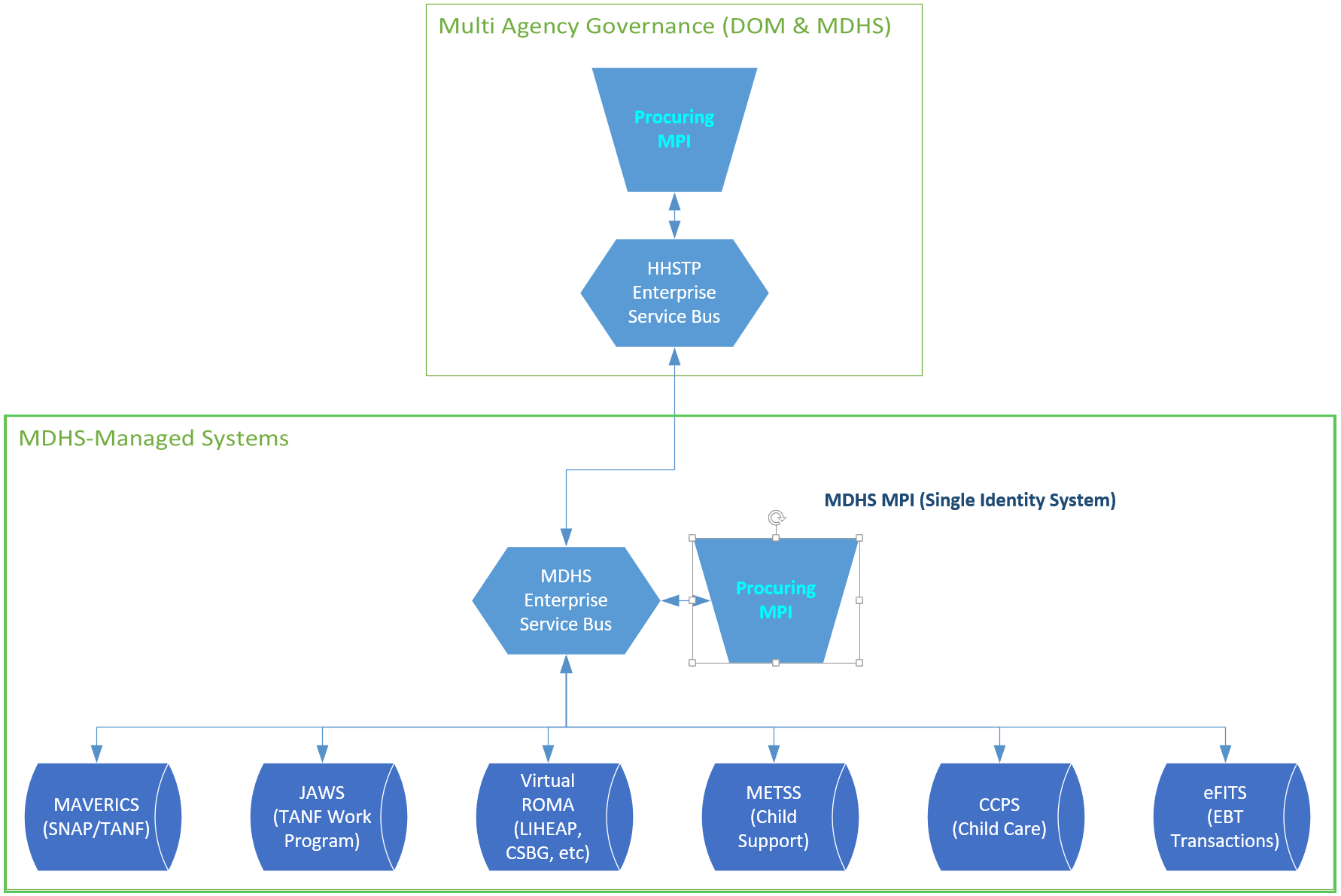
While the MDHS MPI will manage all identities stored in the above six (6) systems initially, MDHS is seeking a solution that potentially can be expanded to other client/individual data indexes to support case management and coordination of human services. The system may utilize MDHS specific business rules and store agency specific data not necessarily propagated to other MPI instances. The MPI and the six (6) participating systems will communicate client identity additions and changes through the MDHS ESB. The MDHS MPI will harmonize all client identities with the HHSTP MPI through the HHSTP ESB and the MDHS ESB. Client counts can be inferred by reviewing the most recent annual report from the MDHS website:

<https://www.mdhs.ms.gov/media-news-room/>.

**Architecture Diagram**

The following Figure 1 is a diagram illustrating the relationship of each of the procured Master Person instances, including agency and project names, governance of, and relevant connected systems.

Figure 1 – Architecture Diagram



# 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. The Vendor can modify the tables below to fit the solutions they are proposing. 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.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Vendor Deliverable\*** | **Dates** | **Cost** | **20 % Retainage** | **Cost Less Retainage** |
| **MPI #1** |  |  |  |  |
| Deliverable/Milestone #1 |  |  |  |  |
| Deliverable/Milestone #2 |  |  |  |  |
| Sub-Totals | |  |  |  |
| **MPI #2** |  |  |  |  |
| Deliverable/Milestone #1 |  |  |  |  |
| Deliverable/Milestone #2 |  |  |  |  |
| Sub-Totals | |  |  |  |
| Total Cost Less Retainage | | | |  |
| Total Retainage | | | |  |
| Grand Total\* | | | |  |

**\*** Grand Total from Deliverables must match Grand Total from Supplement to Deliverable Costs.

**Operations & Maintenance (O&M)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Licensing Type (Flat, Usage Based, Tiered, Per User, or Per Feature)** | **Year** | **One-Time/ Monthly Cost** | **Total Annual Costs** |
|  |  |  |  |
|  | 2020 |  |  |
|  | 2021 |  |  |
|  | 2022 |  |  |
|  | 2023 |  |  |
|  | 2024 |  |  |
| Total 5-Year Costs for O&M | | |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Supplement to Deliverable Costs** | | | | | |
| **Vendor Staffing – MPI #1** | | | | | |
| **Resource**  **(Must be named)** | **Role**  **(Must be defined)** | **Hours** | **Rate** | **Dates** | **Total** |
| Resource #1 | Lead PM |  |  |  |  |
| Resource #2 | Technical Architect |  |  |  |  |
| Resource #3 | Business Analyst |  |  |  |  |
| Resource #4 | Trainer |  |  |  |  |
| Sub-Totals | | | | |  |
| **Vendor Staffing – MPI #2** | | | | | |
| **Resource**  **(Must be named)** | **Role**  **(Must be defined)** | **Hours** | **Rate** | **Dates** | **Total** |
| Resource #1 | Lead PM |  |  |  |  |
| Resource #2 | Technical Architect |  |  |  |  |
| Resource #3 | Business Analyst |  |  |  |  |
| Resource #4 | Trainer |  |  |  |  |
| Sub-Totals | | | | |  |
| Grand Total\* | | | | |  |

\*Grand Total from Deliverables must match Grand Total from Supplement to Deliverable Costs.

|  |  |
| --- | --- |
| **Performance Bond/ Irrevocable Letter of Credit** | |
| Performance Bond/Irrevocable Letter of Credit (Section IV, Item 37) | $ |

**Additional Recommended/Optional Tools/Services**

|  |  |  |  |
| --- | --- | --- | --- |
| **Recommended Tools** | **Phase** | **One-Time Cost** | **Annual Licensing Cost** |
| Referential Data Load (Section VII, Item 7.2.1) |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**Optional MPI Costs(Item 5.6)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Vendor Deliverable** | **Dates** | **Cost** | **20 % Retainage** | **Cost Less Retainage** |
| **MPI #1** |  |  |  |  |
| Deliverable/Milestone #1 |  |  |  |  |
| Deliverable/Milestone #2 |  |  |  |  |
| Sub-Totals | |  |  |  |
| **MPI #2** |  |  |  |  |
| Deliverable/Milestone #1 |  |  |  |  |
| Deliverable/Milestone #2 |  |  |  |  |
| Sub-Totals | |  |  |  |

## CHANGE ORDER RATES COST INFORMATION SUBMISSION

The Vendor must propose all possible personnel/subject matter experts (SME’s) that may be needed for future enhancements in the table below with their fully loaded hourly rates. Along with the fully loaded hourly rates, the Vendor must propose a fully loaded blended rate. The table lists possible roles but is not all inclusive and the Vendor may add additional roles. If the Vendor does not foresee a particular role being proposed, the Vendor must mark the hourly rate as N/A. Vendor must completely fill in the matrix listed below. The fully loaded fixed hourly rate will remain the same for the entire duration of the project. These rates shall be used in pricing of any subsequent change orders. Fully loaded rates include hourly rate plus travel, per diem, and lodging.

|  |  |
| --- | --- |
| Role | Fully Loaded Rate |
| Lead Project Manager |  |
| Technical Architect |  |
| Business Analyst |  |
| Trainer |  |
| Blended Change Order Rate |  |

|  |  |
| --- | --- |
| Optional Services | |
| Role | Fully Loaded Rate |
| Manual Merge or Unmerge Activities (Item 7.6.21.1) |  |

# SECTION IX

## REFERENCES

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

1. **References**
   1. The Vendor must provide at least five (5)**five (5)** references consisting of Vendor accounts that the State may contact. Required information includes customer contact name, address, telephone number, email address, and engagement starting and ending dates. Forms for providing reference information are included later in this RFP section. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession.
   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. Failure to provide reference information in the manner described;
      2. Inability of the State to substantiate minimum experience or other requirements from the references provided;
      3. Non-responsiveness of references to the State's attempts to contact them; or
      4. Unfavorable references that raise serious concerns about material risks to the State in contracting with the Vendor for the proposed products or services.
   3. References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
      1. The reference installation must be for a project similar in scope and size to the project for which this RFP is issued;
      2. The reference installation must have been operational for at least six (6) months.
   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.
   5. Unless otherwise indicated in the Scoring Methodology in Section VII, reference information available to the State will be used as follows:
      1. As documentation supporting mandatory experience requirements for companies, products, and/or individuals, as required in this RFP;
      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.
   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)three (3) references for whom the subcontractor has performed work that the State may contact. Forms for providing subcontractor information and references are included at the end of this section.

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

## REFERENCE FORM

**Complete five (5) Reference Forms.**

Contact Name:

Company Name:

Address:

Phone #:

E-Mail:

Project Start Date:

Project End Date:

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

## SUBCONTRACTOR REFERENCE FORM

**Complete three (3) Reference Forms for each Subcontractor.**

Contact Name:

Company name:

Address:

Phone #:

E-Mail:

Project Start Date:

Project End Date:

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** **44909**

**SOFTWARE AS A SERVICE AGREEMENT**

**BETWEEN**

**VENDOR NAME**

**AND**

**MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES**

**AS CONTRACTING AGENT FOR THE**

**MISSISSIPPI DIVISION OF MEDICAIDDOMINSERT DATE MODIFIED**

This Software as a Service Agreement (hereinafter referred to as “Agreement”) is entered into by and between, VENDOR NAME, aINSERT STATE OF INCORPORATION STATE OF INCORPORATION corporation having its principal place of business at VENDOR ADDRESSINSERT VENDOR ADDRESS (hereinafter referred to as “Licensor”), 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 Division of Medicaid located at 550 High Street, Jackson, Mississippi 39201 (hereinafter referred to as “Licensee” and/or “DOM”). ITS and DOM are sometimes collectively referred to herein as “State.”

**WHEREAS,** DOM, pursuant to Request for Proposals (“RFP”) No. 4283 requested proposals for the services of a contractor to provide a Software as a Service (“SaaS”) solution for an Enterprise Master Patient Index system; and

**WHEREAS,** Licensor was the successful proposer in an open, fair and competitive procurement process to provide the Applications to DOM pursuant to this Agreement;

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

**ARTICLE 1 DEFINITIONS**

**1.1 “Active User”** means DOM, its employees, and any third party consultants or outsourcers engaged by DOM actively participating on the system in any given month of operation, who shall be bound to the terms and conditions of this Agreement. Licensor does not impose a limit on the number of Active Users accessing or registering to use the system.

**1.2 “Application(s)” or “SaaS Application(s)”** means those Licensor software application programs which are made accessible for DOM to use under the terms of this Agreement.

**1.3 “Available Date”** means the date upon which Licensor notifies DOM that the Applications may be accessed on the Licensor’s SaaS server and DOM may begin acceptance testing.

**1.4 “Cloud Services” or “SaaS Services”** means those services related to Licensor’s private cloud environment provided to DOM, including but not limited to, infrastructure, equipment, bandwidth, server monitoring, backup services, disaster recovery services, storage area network (SAN) services, security services, system administration, connectivity services, performance tuning, update installation and maintenance services related thereto.

**1.5 “Content”** means any content DOM or Active Users post or otherwise input into the Services.

**1.6 “Documentation”** means the user and technical manuals and documentation published by Licensor relating to the use of the Services or Applications; the help files included within the Applications, and any files containing presentation materials or manuals or other related materials to train and educate Licensee and the Active Users on the use of the Applications.

**1.7 “Initial Term”** means the five (5) year term of Services as indicated in Article 2.

**1.8 “Licensee”** means the DOM, its employees, and any third party consultants or outsourcers engaged by DOM who have a need to know and who shall be bound by the terms and conditions of this Agreement.

**1.9 “Licensor”** means VENDOR NAME, and its successors and assigns.

**1.10 “Personally Identifiable Information (“PII”)”** means information concerning individually identifiable Active Users that is protected against disclosure under applicable law or regulation.

**1.11 “Services”** means any Cloud Services, on-line user access, customizations, interface development, consulting, education, SaaS installation, system administration, training, maintenance, support, and Help Desk services provided by Licensor to Licensee.

**1.12 “Supported Interfaces”** means application-based interfaces (API), network protocols, data formats, database schemas, and file formats used in the Applications as described in the Documentation.

**ARTICLE 2 PERIOD OF PERFORMANCE**

**2.1** 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 in effect for five (5) years thereafter (“Initial Term”). At the end of the Initial Term, the Agreement may, upon the written agreement of the parties, be renewed under the same terms and conditions for INSERT RENEWAL TERMSan additional term, the length of which will be agreed upon by the parties. One hundred and eighty (180) days prior to the expiration of the Initial Term or any renewal term of this Agreement, Licensor shall notify DOM and ITS of the impending expiration and DOM shall have sixty (60) days in which to notify Licensor of its intention to either renew or cancel the Agreement.

**2.2** This Agreement will become a binding obligation on the State only upon the issuance of a valid purchase order by DOM following contract execution and the issuance by ITS of the CP-1 Acquisition Approval Document.

**ARTICLE 3 SCOPE OF SERVICES**

**3.1** The Licensor agrees to provide to DOM a SaaS based Enterprise Master Patient Index system and associated deliverables as described in this Agreement. While the scope of work for this project is defined by the contract documents set forth herein in the article titled “Entire Agreement”, a summary of such work is outlined in Article 3.2 below.

**3.2** Licensor shall be responsible for the following:

1. Ensuring that all deliverables are complete and accepted by DOM pursuant to a mutually agreed upon project work plan;
2. Tracking date sensitive items to ensure timely updates;
3. Acknowledging that the Content is and shall remain the sole and exclusive property of DOM. Further, Licensor acknowledges that the Content may contain protected health information (“PHI”) or PII and Licensor agrees to maintain the confidentiality of the Content and shall not make the Content publicly available except as may be necessary in performing the SaaS Services or to comply with applicable laws. Upon the termination or expiration of this Agreement, Licensor shall provide such Content in its possession to DOM pursuant to a mutually agreed upon release schedule and in a format acceptable to DOM;
4. Working with DOM to achieve access rates that meet DOM’s needs;
5. Providing security for the site that is agreeable to DOM with Licensor responsible for all necessary equipment and software related to security;
6. Maintaining the accessibility of the site twenty-four (24) hours a day, seven (7) days a week at an uptime rate of 99.99% or greater, subject to the limitations set forth in this Agreement, including but not limited to, those in Article 4.4;
7. Completing daily backups of the site;
8. Notifying DOM at least three (3) business days prior to any anticipated service interruption, with said notice containing a general description of the reason for the service interruption;
9. Proposing and adhering to a disaster recovery plan and providing access to such plan to the State, all at Licensor’s expense;
10. Participating with DOM in disaster recovery planning and testing based on a mutually agreed upon schedule;
11. Maintaining the confidentiality of the information entered;
12. Providing DOM access to all of the technical information concerning operation of the Enterprise Master Patient Index system, including but not limited to, server specifications, Internet connection information, personnel requirements and software implementations;
13. Identifying any commercially available software, by vendor and version number, integrated into the Applications and describing the particular functionality of any software that is proprietary to the Licensor;
14. Maintaining the host site, with the cost for such support, maintenance, and hosting for years following the initial five (5) year period not increasing annually beyond three percent (3%) or the percent increase in the consumer price index for all Urban Consumers, US City Average (C.P.I.-U) for the preceding year, whichever is less;
15. Providing 24x7x365 support of the site;
16. Providing redundant internet connections;
17. Providing Transport Layer Security (“TLS”) secure server support;
18. Maintaining sufficient bandwidth and server capacity to meet DOM’s and Active Users’ demand as it may fluctuate and increase during the term of this Agreement, and;
19. Ensuring that all Licensee data remains within the continental United States;
20. Partitioning Licensee’s data from other customer data so Licensee’s access is not impaired due to e-discovery, seizure, or the like, and
21. Ensuring that upon termination or expiration of this Agreement that transition from the Licensor to DOM or to a successor host will be accomplished at no expense to DOM.

**3.3** In the event Licensor creates any revisions to or upgrades of the system, Licensor shall provide DOM thirty (30) days written notification of such revision or upgrade, and shall, upon request of DOM, furnish such revision or upgrade to DOM free of charge as part of the SaaS fees.

**ARTICLE 4 SCOPE OF LICENSE AND RIGHT TO USE**

**4.1** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive and non-transferable license to access the Applications over the Internet and to use it for Licensee’s business operations and use it on the Licensor’s host server for the Initial Term of the Agreement and any subsequent renewal terms in accordance with, and subject to, the terms and conditions set forth in this Agreement. Licensee and Active Users are granted access to the Applications and Services twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year, subject to regularly scheduled maintenance and required repairs. The terms and conditions of this Agreement will apply to any enhancements or additional software products Licensee may procure from Licensor.

**4.2** Licensor will provide Licensee storage space on and access to Licensor’s Applications via the Internet and provide Internet access to the Applications and Cloud Services to the Active Users through Licensor’s site (“SaaS Services”).

**4.3** In connection with the SaaS Services, Licensor will provide and maintain all Applications and hardware, including, but not limited to, the server hardware and software, telecommunications hardware and software, security hardware and software and other software that is reasonably necessary to operate and maintain the Services.

**4.4** The Applications and Services will be accessible at least 99.99% of the time, twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of the SaaS Services due to causes beyond the control of Licensor. In the event that DOM or an Active User is unable to achieve the 99.99% application availability during any given month, excluding scheduled maintenance, required repairs, and unavailability due to causes beyond the control of Licensor, the Licensor shall reimburse DOM twenty-five percent (25%) of the monthly SaaS hosting fees for each twenty-four (24) hour day during which there were any incidents of unavailability. Licensor shall maintain the server at a secured location with restricted access.

**4.5** Licensor shall provide the Licensee with its standard managed firewall service, which shall enable secure delivery of Licensor’s Services using fully redundant hardware-based firewalls. Licensor’s managed firewall service will be available twenty-four (24) hours a day, seven (7) days a week.

**4.6** The use of the Services by Active Users will be governed solely by the terms and conditions of this Agreement.

**4.7** DOM acknowledges that Licensor retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with DOM, DOM shall not obtain or claim any rights in or ownership interest to the Services or Applications or any associated intellectual property rights in any of the foregoing. DOM agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by DOM through the Services.

**ARTICLE 5 ACCEPTANCE**

**5.1** Licensor shall make the Applications and Documentation available through its Services pursuant to the delivery schedule mutually agreed to by the parties.

**5.2** DOM shall have thirty (30) calendar days after the Available Date to evaluate and conduct the final acceptance testing of the Applications and Services to confirm that they perform without any defects and perform in accordance with the requirements of this Agreement. DOM shall immediately thereafter notify Licensor of any defects in the Applications or Services which must be corrected. Thereafter, unless both parties agree to extend this period, Licensor shall have ten (10) business days in which to repair the Service or repair or replace the defective Applications, all at Licensor’s expense, and DOMshall have an additional thirty (30) calendar days to evaluate the Applications and Services. In the event Licensor is unable to repair the defect within this ten (10) day period, DOMmay terminate this Agreement pursuant to the Termination Article herein.

**ARTICLE 6 CONSIDERATION AND METHOD OF PAYMENT**

**6.1** The total compensation to be paid to the Licensor by DOM for all Applications, development, maintenance and SaaS Services, customizations, products, travel, performances and expenses under this Agreement shall not exceed the specified sum of $TOTAL AMOUNT, and shall be payable as set forth in the Payment Schedule attached hereto as Exhibit A.

**6.2** Licensor shall submit invoices with the appropriate documentation to DOM monthly for any month in which SaaS Services and/or other services are rendered. Licensor shall submit invoices and supporting documentation to DOM electronically during the term of this Agreement using the processes and procedures identified by the State. DOM agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies”, Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by DOM within forty-five (45) days of receipt of the invoice. Licensor understands and agrees that DOM is exempt from the payment of taxes. All payments shall be 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 Licensor’s choice. No payment, including final payment, shall be construed as acceptance of defective products or incomplete work, and the Licensor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article herein titled “Entire Agreement.”

**6.3** Acceptance by the Licensor of the last payment due from DOM under this Agreement shall operate as a release of all claims for money against the State by the Licensor and any subcontractors or other persons supplying labor or materials used in the performance of the work under this Agreement.

**ARTICLE 7 WARRANTY**

**7.1** Licensor represents and warrants that it has the right to license the Applications provided under this Agreement.

**7.2** Licensor represents and warrants that the Applications provided by Licensor shall meet or exceed the minimum specifications set forth in RFP No. 4283 and Licensor’s Proposal, as accepted by the State, in response thereto.

**7.3** During the term of this Agreement, the Licensor represents and warrants that all deliverables shall be free from any defect, deficiency, faultiness, imperfection, inadequacy, incompleteness or other condition (collectively referred to herein as “Defect”) which would render any such deliverable inoperable in any way or which would prevent full performance in accordance with this Agreement. This warranty includes, without limitation, correction of errors, design deficiencies, performance deficiencies, and incorrect or defective Documentation, including those found during acceptance testing, implementation, and the warranty period. Acceptance testing shall not in any way relieve the Licensor of its responsibilities to correct any Defect during the warranty period. The Licensor shall repair any Defect at no cost to the State within ten (10) business days of receiving notice of the Defect from the State, unless DOM consents in writing to a longer period of repair time. In the event Licensor is unable to repair or replace the Application within the mutually agreed upon time frame after receipt of notice of the Defect, DOM shall be entitled to a full refund of fees paid and shall have the right to terminate this Agreement in whole or in part as provided for in the Termination Article herein. Licensee’s rights hereunder are in addition to any other rights Licensee may have.

**7.4** During the term of this Agreement, the Licensor 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, Licensor shall perform the Services again, at no cost to the State, or if Licensor is unable to perform the Services as warranted, Licensor shall reimburse the State the fees paid to Licensor for the unsatisfactory Services.

**7.5** Licensor represents and warrants that the Application shall not contain a disabling code, lockup program or device. Licensor further agrees that it will not, under any circumstances including enforcement of a valid contract right, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Licensee’s licensed use of the Applications and/or which would restrict Licensee from accessing its data files or in any way interfere with the transaction of Licensee’s business. For any breach of this warranty, Licensor at its expense shall, within ten (10) business days after receipt of notification of the breach, remove any such disabling code, lockup program or device.

**7.6** Licensor represents and warrants that it has tested and will test (not less than on a daily basis) the Applications using commercially reasonable methods to ensure that the Applications provided to DOM do not and will not contain or incorporate any computer code, programs, procedures, mechanisms or programming devices (including but not limited to, viruses, trojan horses, or worms) that are designed to, or would enable Licensor or any third-party to, disrupt, modify, delete, damage, deactivate, disable, harm or otherwise impede the operation of the Licensor’s system, or any other associated software, firmware, hardware, computer system or network, including DOM’s applications and DOM’s Content. For any breach of this warranty, Licensor at its expense shall, within five (5) business days after receipt of notification of the breach, be responsible for repairing, at Licensor’s expense, any and all damage done by the virus or such to DOM’s applications and DOM’s Content.

**7.7** Licensor represents and warrants that the Enterprise Master Patient Index system provided by the Licensor shall be reasonably expandable and scalable so DOM can add and support additional business functions and users over time. It is understood and agreed that any standard revisions, enhancements, improvements, and upgrades to the Applications and host site equipment during the term of this Agreement, including operating system, database management system, and other software, shall be provided by Licensor to DOM at no additional cost to DOM.

**7.8** Licensor represents and warrants that it presently has and will continue to maintain, at its own expense, throughout the term of this Agreement, valid licenses for all software, trademarks, service marks, patents and copyrighted material and any other proprietary information of a third party that it will deploy in support of all products Licensor uses in the performance of this Agreement.

**7.9** Licensor represents and warrants that, to the extent applicable, it will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. section 71-11-1, et seq.

**7.10** Licensor represents and warrants that the system provided pursuant to this Agreement will pass both internal security audits and independent security audits. For any breach of the preceding warranty at any time during which the system is covered by warranty and/or software support, Licensor shall, at its own expense and at no cost to Licensee, remediate any defect, anomaly or security vulnerability in the system by repairing and/or replacing any and all components of the system necessary in order for the system to be secure.

**7.11** Licensor represents and warrants that no official or employee of Licensee 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 Licensor 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 Licensor also warrants that in the performance of this Agreement no person having any such known interests shall be employed**.**

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

**7.13** Licensor will not knowingly (a) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (b) use the Content for any purpose other than needed to provide the Services to DOM hereunder; or (c) otherwise act in a fraudulent, malicious or negligent manner when providing the Services.

**ARTICLE 8 INFRINGEMENT INDEMNIFICATION**

**8.1** Licensor represents and warrants, to the best of its knowledge, that neither the Applications and Services provided to DOM under this Agreement nor their use by DOM will violate or infringe on any copyright, patent, trade secret or other proprietary right of any person or entity. Licensor, at its own expense, shall defend or settle any and all infringement actions filed against Licensor or DOM which involve the Applications, Services or other items provided under this Agreement and shall pay all costs, attorney fees, damages and judgment finally awarded against DOM provided that: (a) DOM notifies Licensor in writing of any such claim of which it has knowledge; (b) Licensor has, to the extent authorized by Mississippi law, sole control of the defense of any actions or negotiations related to the defense or settlement of any such claim, and (c) DOM cooperates in the defense of the claim by supplying Licensor all relevant information currently available and in its possession, all at Licensor’s expense. In no event shall the State compromise, settle or adversely impact the defense of any actions or negotiations without the prior, written consent of Licensor. Further, in no event shall Licensor compromise or settle any such actions or negotiations without the prior written consent of DOM if such compromise or settlement would create an obligation or liability upon DOM or the State. If, in any such suit arising from such claim, the continued use of the items for the purpose intended is enjoined or threatened to be enjoined by any court of competent jurisdiction, Licensor shall, at its expense: (a) first procure for DOM the right to continue using such Applications or Services, or upon failing to procure such right; (b) modify or replace them with non-infringing items with equivalent functionality, or upon failing to secure either such right at Licensor’s reasonable expense, (c) issue a pro-rata refund to DOM for the fees previously paid by DOM for the infringing Applications and Services DOM may no longer use. Said refund shall be paid within ten (10) business days of notice to DOM to discontinue said use.

**8.2** Licensor shall have no obligation for infringement claims caused by: (a) an unauthorized modification of the Applications or Service by DOM or a third party; (b) use of the Service other than in accordance with the Documentation for the Service or as authorized herein; (c) use of the Services in conjunction with any data, equipment or software not provided by Licensor where the Services would not otherwise be infringing except for such combination; or (d) use of the Services or Application by DOM other than in accordance with this Agreement.

**ARTICLE 9 DATA SECURITY**

**9.1** As part of the Services, Licensor shall provide administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of DOM Content. Licensor agrees to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under this Agreement.

**9.2** Prior to initiation of the Services under this Agreement and on an ongoing basis thereafter, DOM agrees to provide notice to Licensor of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to DOM’s industry and which could be imposed on Licensor as a result of provision of the Services. DOM will ensure that: (a) the transfer to Licensor and storage of any PHI or PII by Licensor is permitted under applicable data protection laws and regulations; and, (b) DOM will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

**9.3** Licensor shall maintain a hosting environment that undergoes examinations from an independent auditor in accordance with the American Institute of Certified Public Accounts SSAE 16 (i.e. SOC 1) and the AICPA Trust Services Principles Section 100a, Trust Services for Security, Availability, Processing Integrity, Confidentiality and Privacy (i.e. SOC 2). Licensor’s private cloud shall be evaluated for the principles of Security, Availability and Confidentiality by the independent auditor. The data center in which Licensor’s private cloud is located shall undergo pertinent security examinations. Management access to Licensor’s private cloud shall be limited to Licensor’s authorized support staff and DOM’s authorized staff. The Applications shall provide DOM with the ability to configure application security and logical access per DOM’s business processes. In the event DOM identifies a security issue, DOM will notify Licensor.

**9.4** At a minimum, Licensor’s safeguards for the protection of PHI and PII shall include: (i) limiting access of PHI and PII to authorized employees; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting PII and PHI stored on any mobile media; (vii) encrypting PII and PHI transmitted over public or wireless networks; (viii) strictly segregating PII and PHI from information of Licensor or its other customers so that PII and PHI is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Licensor’s employees. Any and all subcontractors shall adhere to the aforementioned protection and encryption (in transit and at rest) of PHI and PII, as well as follow the stated breach policy.

**9.5** Licensor will comply with all applicable federal and state laws to resolve security breaches, and, to the extent Licensor is responsible for such security breaches, will cover the cost of remedial measures as required by such laws and otherwise consistent with this Agreement. DOM may seek equitable relief including a restraining order, injunctive relief, specific performance, and such other relief that may be available from a court in addition to any other remedy to which DOM may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity.

**9.6** At any time during the term of this Agreement at DOM’s request or upon the termination or expiration of this Agreement for any reason, Licensor shall promptly return to DOM all copies, whether in written, electronic or other form or media, of PHI and PII in its possession, or securely dispose of all such copies, and certify in writing to DOM that such has been returned to DOM or disposed of securely. Licensor shall comply with all reasonable directions provided by DOM with respect to the return or disposal of PHI and PII.

**9.7** Upon DOM’s request, to confirm Licensor’s compliance with this Agreement, as well as any applicable laws, regulations and industry standards, Licensor grants DOM or, upon DOM’s election, a third party on DOM’s behalf, permission to perform an assessment, audit, examination or review of all controls in Licensor’s physical and/or technical environment in relation to all PHI or PII being handled and/or services being provided to DOM pursuant to this Agreement. Licensor shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, Documentation, infrastructure and application software that processes, stores or transports PHI or PII for DOM pursuant to this Agreement.

**9.8** It is understood and agreed that at least once per year, Licensor shall conduct site audits of the information technology and information security controls for all facilities used in complying with its obligations under this Agreement, including but not limited to, obtaining a network-level vulnerability assessment performed by a recognized third-party audit firm based on the recognized industry best practices. Licensor shall make the reports available to DOM for review. Any exceptions noted on the Statement on Standards for Attestation Engagements (SSAE) report or other audit reports will be promptly addressed with the development and implementation of a corrective action plan by Licensor’s management and resolved, at Licensor’s sole expense, within thirty (30) calendar days of the audit.

**ARTICLE 10 EMPLOYMENT STATUS**

**10.1** Licensor 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.

**10.2** Licensor 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 Licensee.

**10.3** Any person assigned by Licensor to perform the Services hereunder shall be the employee of Licensor, who shall have the sole right to hire and discharge its employee. Licensee may, however, direct Licensor to replace any of its employees under this Agreement.

**10.4** Licensor 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 Licensor nor employees of Licensor are entitled to state retirement or leave benefits.

**ARTICLE 11 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS**

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

**ARTICLE 12 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 13 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS**

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

**13.2** 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.

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

**13.4** Licensor represents and warrants that any subcontract agreement Licensor 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 Licensee, and that the subcontractor acknowledges that no privity of contract exists between the Licensee and the subcontractor and that the Licensor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Licensor. The Licensor 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 Licensor’s failure to pay any and all amounts due by Licensor to any subcontractor, third party licensor, materialman, laborer or the like.

**13.5** All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between the Licensor and the Licensee, where such dispute affects the subcontract.

**ARTICLE 14 AVAILABILITY OF FUNDS**

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

**ARTICLE 15 TERMINATION**

**15.1** 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) calendar days written notice unless the breach is cured within said thirty (30) day period; (c) Licensee may terminate the Agreement in whole or in part without the assessment of any penalties upon ten (10) calendar days written notice to Licensor if Licensor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, or (d) Licensee may terminate this Agreement in whole or in part for any reason without the assessment of any penalties after giving thirty (30) calendar days written notice specifying the effective date thereof to Licensor. The provisions of this Article do not limit either party’s right to pursue any other remedy available at law or in equity.

**15.2** In the event Licensee terminates this Agreement, Licensor shall be paid for Services rendered by Licensor and accepted by Licensee prior to the termination. Further, upon termination of this Agreement, Licensor shall refund any and all applicable unexpended prorated annual SaaS fees previously paid by Licensee.

**ARTICLE 16 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. Licensor expressly agrees that under no circumstances shall the State be obligated to pay an attorney’s fee, prejudgment interest or the cost of legal action to Licensor. Further, nothing in this Agreement shall affect any statutory rights the parties may have that cannot be waived or limited by contract.

**ARTICLE 17 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 either party, 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 that party.

**ARTICLE 18 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 19 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 20 HOLD HARMLESS**

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

**ARTICLE 21 THIRD PARTY ACTION NOTIFICATION**

Licensor shall notify Licensee in writing within five (5) business days of Licensor 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 Licensor or Licensee by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Licensor’s performance under this Agreement. Failure of the Licensor to provide such written notice to Licensee shall be considered a material breach of this Agreement and Licensee 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 22 AUTHORITY TO CONTRACT**

Licensor 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 23 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: David Johnson, Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Licensee’s address for notice is: Rita Rutland, Deputy Administrator, Office of Information Technology, Mississippi Division of Medicaid, 550 High Street, Jackson, Mississippi 39201. The Licensor’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 24 RECORD RETENTION AND ACCESS TO RECORDS**

Licensor 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 Licensee, ITS, any state or federal agency authorized to audit Licensee, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Licensor’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 Licensor’s office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Licensor 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 25 INSURANCE**

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

**ARTICLE 26 DISPUTES**

Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Licensor and Licensee, 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 27 COMPLIANCE WITH LAWS**

**27.1** Licensor shall comply with, and all activities under this Agreement shall be subject to, all Licensee policies and procedures which Licensor has received copies of, and all applicable federal, state, and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Licensor 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, Licensor 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.

**27.2** 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 Licensor. ITS will provide third party notice to Licensor of any requests received by ITS for documents marked confidential in Licensor’s response to a RFP so as to allow Licensor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

**27.3**  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 28 CONFLICT OF INTEREST**

Licensor shall notify Licensee of any potential conflict of interest resulting from the provision of services to other customers. If such conflict cannot be resolved to Licensee’s satisfaction, Licensee reserves the right to terminate this Agreement.

**ARTICLE 29 SOVEREIGN IMMUNITY**

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

**ARTICLE 30 CONFIDENTIAL INFORMATION**

**30.1** Licensor shall treat all Licensee 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 Licensee. In the event that Licensor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a validly issued judicial order requiring divulgence of such information, Licensor shall promptly inform Licensee and thereafter respond in conformity with such court order 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 Licensor 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 Licensor following any termination or completion of this Agreement.

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

**ARTICLE 31 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 Licensor on the basis of draftsmanship or preparation hereof.

**ARTICLE 32 NON-SOLICITATION OF EMPLOYEES**

Licensor agrees not to employ or to solicit for employment, directly or indirectly, any of Licensee’s employees until at least one (1) year after the expiration/termination of this Agreement unless mutually agreed to the contrary in writing by Licensee and the Licensor 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 33 ENTIRE AGREEMENT**

**33.1** 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, including all terms of any “shrink-wrap”, “click-wrap” or “browse-wrap” license of the Software. The RFP No. 4283 and Licensor’s Proposal, as accepted by the State, in response thereto are hereby incorporated into and made a part of this Agreement.

**33.2** 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. 4283 and written addenda, and

**D.** Licensor’s Proposal, as accepted by the State, in response to the RFP.

**33.3** The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Licensor. 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. Licensor’s Proposal”).

**ARTICLE 34 STATE PROPERTY**

Licensor shall be responsible for the proper custody of any Licensee-owned property furnished for Licensor’s use in connection with Services performed pursuant to this Agreement. Licensor shall reimburse the Licensee for any loss or damage, normal wear and tear excepted.

**ARTICLE 35 SURVIVAL**

Articles 7, 8, 16, 20, 24, 29, 30, 32, 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 36 DEBARMENT AND SUSPENSION CERTIFICATION**

Licensor 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 37 SPECIAL TERMS AND CONDITIONS**

It is understood and agreed by the parties to this Agreement that there are no special terms and conditions except as specifically provided in this Agreement.

**ARTICLE 38 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 the Licensee’s or Licensor’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 Licensee’s funding source.

**ARTICLE 39 COMPLIANCE WITH ENTERPRISE SECURITY POLICY**

Licensor and Licensee understand and agree that all products and services provided by Licensor under this Agreement must allow Licensee to 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 Licensor 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 40 COMPLIANCE WITH ENTERPRISE CLOUD AND OFFSITE HOSTING SECURITY**

If applicable, Licensor and Licensee understand and agree that all products and services provided by the Licensor under this Agreement must allow Licensee to be and remain in compliance with the State of Mississippi’s Enterprise Cloud and Offsite Hosting Security Policy. The parties understand and agree that the State’s Enterprise Cloud and Offsite Hosting Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution and augments the Enterprise Security Policy. The State reserves the right to introduce a new policy during the term of this Agreement and require the Licensor 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 41 SOFTWARE SUPPORT AND MAINTENANCE**

**41.1** As part of the maintenance services, Licensor will maintain the Applications and Services in an operable condition according to the specifications contained in the technical manuals and as outlined in the RFP and Licensor’s Proposal in response thereto. Licensor shall provide Licensee with enhancements to the Applications as they are made generally available from time to time.

**41.2** Licensor shall also provide unlimited email and toll-free telephone technical support in the operation of the Applications and Service twenty-four (24) hours a day, seven (7) days a week.  Licensor shall respond by telephone within one (1) hour to requests for support services. Licensee shall be given priority placement in the support queue for all system locking situations or problems claimed by Licensee to be a mission critical process. Upon receipt of Licensee’s call, Licensor will (a) create an error report, (b) assign a severity level and (c) attempt to resolve the problem in accordance with the procedures and processes for problem resolution detailed in Exhibit B Liquidated Damages and Performance Standards.

**ARTICLE 42 FORCE MAJEURE**

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war or terrorism, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the “Force Majeure Events”). When such a cause arises, the Licensor shall notify the Licensee immediately in writing of the cause of its inability to perform; how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate this Agreement.

**ARTICLE 43 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>.

**ARTICLE 44 LIQUIDATED DAMAGES**

The liquidated damages and performance standards are set forth in Exhibit B, which is attached hereto and incorporated herein by reference.

**ARTICLE 45 RETAINAGE**

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

**ARTICLE 46 PERSONNEL ASSIGNMENT GUARANTEE**

Licensor 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 Licensor and are not replaced by Licensor pursuant to the third paragraph of the Article herein titled “Employment Status”. Licensor 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 Licensor to so provide these persons shall entitle the State to terminate this Agreement for cause. Licensor agrees to pay the Licensee 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 Licensor’s employment or replacement by Licensor pursuant to the third paragraph of the Article herein titled “Employment Status”. Subject to the State’s written approval, the Licensor may substitute qualified persons in the event of the separation of the incumbents therein from employment with Licensor 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 Licensee within thirty calendar days or within such other mutually agreed upon period of time, or the Licensee 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 Licensee. The Licensor shall not permanently divert any staff member from meeting work schedules developed and approved under this Agreement unless approved in writing by the Licensee. In the event of Licensor personnel loss or redirection, the services performed by the Licensor shall be uninterrupted and the Licensor shall report in required status reports its efforts and progress in finding replacements and the effect of the absence of those personnel.

**ARTICLE 47 CHANGE ORDER RATE AND PROCEDURE**

**47.1** 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 Licensor except by the express written approval of the State. The Licensor shall be obligated to perform all changes requested by the Licensee, which have no price or schedule effect.

**47.2** The Licensor 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 Licensor shall be obligated to execute such a change order; and if no such change order is executed, the Licensor 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.

**47.3** With respect to any change orders issued in accordance with this Article, the Licensor shall be compensated for work performed under a change order according to the hourly change order rate specified in the attached Exhibit A . INSERT CHANGE ORDER HOURLY RATEIf there is a service that is not defined in the change order rate, the Licensor and the State will negotiate the rate. The Licensor 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 Licensor in the performance of the change order. The Licensor shall invoice the Licensee upon acceptance by the Licensee of all work documented in the change order, and the Licensee shall pay invoice amounts on the terms set forth in this Agreement.

**47.4** 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 Licensor to complete the work required by that change order. The project work plan will be revised as necessary.

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

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

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

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 the Mississippi Division of Medicaid** |  | **INSERT VENDOR NAME** |
| **By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  | **By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Authorized Signature** |  | **Authorized Signature** |
| **Printed Name: David C. Johnson** |  | **Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Title: Executive Director** |  | **Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  | **Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

**EXHIBIT A**

**EXHIBIT B**

**LIQUIDATED DAMAGES & PERFORMANCE STANDARDS**

**Liquidated Damages**

The Licensor agrees to the importance of this Agreement and the performance standards agreed to herein. For any failure by the Licensor to meet any contract requirement, performance standard, project task, project deliverable date or timeframes specified in any section of the Agreement or mutually agreed upon project work plan, damage shall be sustained by the DOM and it may be impractical and extremely difficult to ascertain and determine the actual damages which the DOM will sustain by reason of such failure. It is therefore agreed that the DOM, at its sole option, may require the Licensor to pay liquidated damages in the amount specified below per occurrence, per business day, per hour, per file, per task, per deliverable, performance standard or timeframe for each and every business/settlement day thereafter until such task, deliverable or performance standard is completed and accepted by the DOM.

DOM will provide Licensor with written notices of its intent to assess liquidated damages. Liquidated damages shall not apply to the extent they are caused, excluded, excused, or induced either by the State or by force majeure events. The assessment of liquidated damages shall not constitute a waiver or release of any other remedy the State may have under this Agreement for Licensor’s breach of the Agreement, including without limitation, the State’s right to terminate the Agreement. The State may recover actual damages in excess of the liquidated damages, subject to the terms of Article 43. Any assessment of liquidated damages, however, shall be credited to any subsequent assessment of actual damages for the same event. Liquidated damages due to the State from the Contractor hereunder may be deducted from monies due or to become due to Licensor in connection with this Agreement.

**Service Level Agreements**

* System Availability: All Licensor and All Components: The Licensor proposed solution, including all MPI instances, shall operate 24 hours per day, and support a 99.99% uptime per month, and is subject to a $2,500 penalty for each 15-minute occurrence of downtime outside of the 99.99% uptime requirement. Uptime shall be calculated by the following formula:
  + 24 hours per day x 7 days a week x 52 weeks per year = Total hours per year.
  + Total hours per year x .0001 = Allowed unscheduled downtime per year.
* Scheduled Downtime: Agreed upon and scheduled downtime shall occur only between 1 a.m. and 4 a.m. Central Time, and only with prior, written approval from the State 48 hours in advance. The Licensor shall be assessed a penalty of $5,000 per instance of a failure to notify the State in writing 48 hours in advance of a scheduled downtime. Solution downtime outside of the allowable downtime period shall be categorized as unscheduled downtime and is subject to a $10,000 penalty for each occurrence.
* Transaction Timeliness: User interface (GUI) components of all MPI instances shall support a two (2) second or less average response time for selected processes measured daily. Averages exceeding three seconds will be considered an outage and the Licensor shall be assessed damages of $2,500 per day. Selected processes include:
  + End-user login
  + Single patient/person query and return results
  + Standard report generation (Note: some reports, including the analytics and population health reports and queries, may take longer than the required two (2) seconds to generate, and if so, please note in your response what reports these are, what data sets and size are typically included, and the estimated performance for generating these reports)
* Licensor shall host the proposed solution in a United States-based Tier 2 data center or better, with written approval from the State on any change in the selection of the data center, data center Vendor, and location. The State reserves the right to physically audit (by State or State contracted personnel) the data center the proposed solution is hosted in and the DR site. By the first 90 days after contract execution and on every August 30th thereafter, the Licensor must provide the State with an annual data center report, specifying their Tier Certification of Constructed Facility rating or TIA-942 Data Center Standard Rating, specifying the Tier rating of their facility and specifying what certifications have been awarded to the facility, including but not limited to LEED, SSAE 16, HIPAA, etc. Failure to provide an annual report is subject to a penalty of $10,000 per month until the report is completed and provided to the State.
* Data center-provided servers and network switching equipment used to host the proposed solution shall be no more than three (3) years old, and hardware shall be regularly scheduled for an equipment refresh every three (3) years. Failure to refresh this hardware at least every three (3) years and to notify the State in writing as to this refresh is subject to a penalty of $25,000 per month until the refresh is complete, and the State is notified.
* Data center where all instances are hosted shall have system intrusion detection, firewalls and firewall policies for cloud servers, regular OS security patches, the most current antivirus software installed, and follow hosting / data center best practices. Upon contract execution, and every quarter thereafter, the Licensor shall provide the State a quarterly report detailing how the Licensor and data center are adhering to these requirements. Failure to provide an annual report is subject to a penalty of $10,000 per month until the report is completed and provided to the State.
* Licensor shall have a failover process and documented failover plan that shall be provided to the State for approval upon system go live. Failure to provide the failover plan may result in a penalty of $10,000 per month until the report is completed and provided to the State.
* Licensor shall have a Disaster Recovery (DR) plan approved by the State upon system go live, including a separate DR site with a separate physical location from the primary hosting site. Upon each anniversary of contract execution, the Licensor shall provide documentation that the DR environmental test has been conducted within the past year and shall provide written results to the State. The written results shall include any remediation and the accompanying remediation schedule necessary to correct any failures or findings that were identified as a result of the DR test. Failure to provide the results to the State on an annual basis is subject to a penalty of $10,000 per month until the report is completed and provided to the State.
* Licensor shall execute the DR plan immediately upon notification of a Disaster (as outlined in the DR plan). Upon execution of the DR plan, the proposed solution and data shall return to at least 70% performance status of the production status. Failure to provide at least 70% performance status of the production status is subject to a penalty of $10,000 per month until at least 70% performance status is complete, and documentation is provided to the State.
* Licensor shall support a zero Recovery Point Objective (RPO). Failure to provide zero RPO is subject to a penalty of $10,000 per month until a zero RPO is completed and documentation is provided to the State.
* Licensor and all subcontractors shall adhere to the appropriate SLAs. Any and all subcontractor non-performance and delays are the responsibility of the prime Licensor, and all penalties will be assessed to the prime Licensor.
* Failure for the Licensor or subcontractor to meet the requirements of the Business Associate Agreement (BAA) or Data Use Agreement (DUA) ($2,500 per occurrence). An occurrence means each failure to comply with the BAA or DUA requirements, regardless of the number of persons or clinicians involved.
* If the Licensor or subcontractor fails to notify the State of a breach (potential or otherwise) both in writing and by telephone within 24 hours of discovery, the Licensor shall be assessed damages of $10,000 per day until the State is properly notified. The Licensor shall pay the costs for notification of any breach, as well as for credit monitoring for all persons whose data is breached for the term of one year.
* Reporting Requirements: Licensor shall provide a monthly report to the State by the seventh business day of the following month. Failure to provide the monthly report by the seventh working day of the following month, the Licensor shall be assessed a penalty of $2,500 per day until the report is delivered, including:
  + SLA performance metrics by instance
  + Internal monitoring, including metrics and tools used
  + Incidents and/or problems incurred per defined SLAs
  + Help desk statistics including contacts by users, State staff and beneficiaries, tickets generated and closed by severity, who reported the issue, by instance, escalations, problem resolution rates, opt-in and opt out requests and those that were processed
  + Total ticket volume with aging by severity, tickets opened and closed during the last period, by support, maintenance, and upgrades
  + Monthly hardware statistics and monitoring reports
  + Other metrics to be defined by the State in coordination with the Licensor
* Should the Licensor have more than 50 outstanding service-related Help Desk tickets, the Licensor is subject to a penalty of $500.00 per calendar day.
* Failure by any Licensor to meet mutually agreed upon deliverables and/or milestones by the due date or as otherwise required, may result in a penalty of $500.00 per instance, per calendar day that the deliverable or milestone remains late or deficient.
* Failure by any Licensor to maintain staffing levels, including the number and qualifications of staff, and provision of key positions that are outlined in this contract, is subject to a penalty of $2,500.00 per calendar day.
* Any other failure of any Licensor that DOM determines constitutes substantial non-compliance with any material term of the Contract not specifically enumerated herein, may result in a penalty of up to $5,000.00 for each failure.
* Failure by the Licensor to obtain approval in writing by the Division of Medicaid and/or the Mississippi Department of Human Services for publishing material requiring DOM approval is subject to a penalty of up to $1,000 per instance.
* Unauthorized use of DOM or MDHS’ name, brand, or likeness in violation of this contract ($1,000 per occurrence). An occurrence means each unauthorized use.
* Failure of the Licensor to comply with close out and turnover requirements may result in the assessment of damages of up to $25,000.00 that, if imposed, shall be deducted from the final payment to be made to Licensor.
* Unauthorized utilization of any data, in violation of the requirements listen herein ($10,000 per occurrence). An occurrence means each unauthorized use, regardless of the number of persons or Trading Partners involved.
* Failure to meet the requirements of Health Insurance Portability and Accountability Act (HIPAA) ($1,000 per occurrence). An occurrence means each improper use or disclosure of person information.
* Any other failure of the Licensor that DOM determines constitutes substantial non-compliance with any material term of the contract and/or not specifically enumerated herein. (Between $1 and $5,000 for each failure)
* The Licensor shall publish on their public website any actual or liquidated damages approved by DOM within fifteen (15) business days of notice of DOM approval and maintain the document on the site through the contract term.
* If an SLA measurement yields an SLA credit, the Licensor shall conduct a root cause analysis (RCA). Such root cause analysis shall be provided to DOM within five (5) business days of the SLA trigger event for DOM review and acceptance.
* Operational: All instances and the proposed solution shall adhere to the following table for SLAs and associated penalties (credit to DOM):
  + Incident/Problem Resolution Time is calculated from the time an incident/problem is reported, until the problem has been identified as resolved. It is not calculated from when it is entered into a Help Desk ticketing tool.
  + The Help Desk must be staffed appropriately to allow incidents/problems to be entered into the tool while on call with State staff and persons or if received via email within 30 minutes. Each instance of a delay to incident/problem entry, the State may assess a $500 SLA credit to the State.

| SLA Name | Definition | Resolution Time |
| --- | --- | --- |
| Incident/Problem Resolution Time – Critical | Interruption making a critical functionality inaccessible or a complete network interruption causing a severe impact on services availability. There is no possible alternative. | **98% Resolved in less than 4 hours** |
| Incident/Problem Resolution Time – High | Critical functionality or network access interrupted, degraded or unusable, having a severe impact on services availability. No acceptable alternative is possible. | **98% Resolved in less than 24 hours** |
| Incident/Problem Resolution Time – Medium | Non-critical function or procedure, unusable or hard to use having an operational impact, but with no direct impact on services availability. A workaround is available. | **98% Resolved in less than 72 hours** |
| Incident/Problem Resolution Time – Low | Application or personal procedure unusable, where a workaround is available, or a repair is possible. | **98% Resolved in less than 72 hours** |

* + For each incident/problem that does not meet the resolution timeframes above, there shall be an SLA credit to the State in the amount of $8,000. This and progress to other metrics shall be included in the monthly SLA reporting.
* Disaster Recovery timeframes: In the event of a declared disaster the recovery time objective is forty-eight (48) hours. The system should be fully operational and available.
  + The SLA Credits for this Measurement are aggregated, i.e. each lower level of failure adds the stated additional percentage (for a maximum 50% credit at the lowest level).
    - Greater than 48 hours: $16,000 SLACredit to State
    - Greater than 72 hours: Additional $45,000 SLA Credit to State
    - Greater than 96 hours: Additional $75,000 SLA Credit to State, meaning all three figures above would be credited.
* The SLAs set forth herein shall be in effect beginning with the commencement of monthly services. The Licensor(s) shall be responsible for complying with all performance measurements and ensure compliance by all subcontractors.
  + Beginning on the SLA activation date, any performance measurement not met during the monthly reporting period, the SLA credit for that individual measurement shall be applied to the monthly fees.
* Liquidated Damages and Corrective Action Plans
  + DOM may require corrective action if any deliverable, report, SLA, or the like should indicate that the Licensor is not in compliance with any provision of this Contract. DOM may also require the modification of any policies or procedures of the Licensor relating to the fulfillment of its obligations pursuant to this Contract. DOM may issue a deficiency notice and may require a corrective action plan be filed within fifteen (15) calendar days following the date of the notice. A corrective action plan shall delineate the time and way each deficiency is to be corrected. The corrective action plan shall be subject to approval by DOM, which may accept it as submitted, accept it with specified modifications, or reject it. DOM may extend or reduce the time frame for corrective action depending on the nature of the deficiency and shall be entitled to exercise any other right or remedy available to it, whether it issues a deficiency notice or provides Licensor with the opportunity to take corrective action.
  + Because performance failures by the Licensor may cause DOM to incur additional administrative costs that are difficult to compute, DOM may assess liquidated damages against the Licensor pursuant to this section and deduct the amount of the damages from any payments due the Licensor. DOM, at its sole discretion, may establish an installment deduction plan for any damages. The determination of the amount of damages shall be at the sole discretion of DOM, within the ranges set forth below. Self-reporting by the Licensor will be taken into consideration in determining the amount of damages to be assessed. Unless specified otherwise, DOM shall give written notice to the Licensor of the failure that might result in the assessment of damages and the proposed amount of the damages. The Licensor shall have fifteen (15) calendar days from the date of the notice in which to dispute DOM’s determination. DOM may assess damages for specific performance failures set forth below. DOM may assess higher liquidated damages amounts when the Licensor consistently fails to meet specific performance standards and the deficient performance has not been corrected.
  + Assessment of actual or liquidated damages does not waive any other remedies available to DOM pursuant to this contract or State and Federal law. If liquidated damages are known to be insufficient, then DOM has the right to pursue actual damages.
  + Failure to timely submit a DOM approved Corrective Action Plan (CAP), DOM may assess liquidated damages of $500 per business day until the CAP is submitted.
  + Failure to successfully carry out a DOM approved CAP within the time frames outlined in the CAP, DOM may assess $500 per business day until the CAP is completed.
  + In the event of repeated violations of a single SLA measure or multiple failures across SLA measures over two consecutive months, the State reserves the right to renegotiate SLA measures and/or escalate the applicable reductions by 50% of the stated liquidated damages after non-responsiveness. Repeated violations may be grounds for Termination for Cause.

**EXHIBIT C**

USDA/FNS Federal Procurement Clauses, October 2016

***Equal Employment Opportunity***

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” (2 CFR 200, Subpart F, Appendix II)

**The EEO clause must be included or the State must have its own EEO similar clause.**

***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)

***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:

1. 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;
2. 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 grantor o cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;
3. 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 disclose accordingly.

***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.

***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 work place.
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 statue 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. Also, the dollar threshold for covered procurement contracts is $25,000. Contracts for Federally required audit services are covered regardless of dollar amount.

***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., p. 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.”**

***Royalty-Free Rights to Use Software or Documentation Developed***

2 CFR 200.315 Intangible property.

1. 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).
2. 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.
3. 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.”
4. 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.

# ATTACHMENT A

## VENDOR EXPERIENCE NARRATIVE

For the Vendor Experience Narrative relevant to this procurement, refer to Attachment A, which is incorporated herein by reference. Attachment A is posted on the same website location as this RFP No. 4283, and the link is located directly beneath the link to RFP No. 4283.

# ATTACHMENT B

## DOM BUSINESS ASSOCIATE AGREEMENT (BAA)

The DOM BAA will be executed between DOM and the Awarded Vendor. It is not considered part of the ITS standard contract.

Proposing vendors may review the DOM Business Associate Agreement (BAA) on the ITS Website, where it is individually posted beneath this RFP No. 4283 document.

# ATTACHMENT C

## DOM DATA USE AGREEMENT (DUA)

The DOM DUA will be executed between DOM and the Awarded Vendor. It is not considered part of the ITS standard contract.

Proposing vendors may review the *DOM Data Use Agreement* (DUA) from the ITS Website, where it is individually posted by name beneath this RFP No. 4283 document.