`

**RFP No:** **42904290**

INVITATION: Proposals, subject to the attached conditions, will be received at this office until **June 9, 2020September 22, 2020 @ 3:00 p.m.** Central Time for the acquisition of the products/services described below for Mississippi Department of Human Services**Mississippi Department of Human Services**45379.

SNAP Notice Improvement**SNAP Notice Improvement**

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:**

Paula Conn

Technology Consultant

Information Technology Services

3771 Eastwood Drive

Jackson, MS 39211

(601) 432-80468046

Paula.ConnPaula.Conn@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. 4290

due September 22, 2020@ 3:00 p.m.,

ATTENTION: Paula Conn

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

**Michele Blocker**

**Interim Executive Director, ITS**

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

RFP Response Checklist: These items should be included in your response to RFP No. 4290.

|  |  |
| --- | --- |
| \_\_\_\_\_ | 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. *Project Work Plan*
 |

Table of Contents

[SECTION I 4](#_Toc48028605)

[SUBMISSION COVER SHEET & CONFIGURATION SUMMARY 4](#_Toc48028606)

[PROPOSAL BONDS 5](#_Toc48028607)

[SECTION II 6](#_Toc48028608)

[PROPOSAL SUBMISSION REQUIREMENTS 6](#_Toc48028609)

[SECTION III 10](#_Toc48028610)

[VENDOR INFORMATION 10](#_Toc48028611)

[SECTION IV 14](#_Toc48028612)

[LEGAL AND CONTRACTUAL INFORMATION 14](#_Toc48028613)

[SECTION V 24](#_Toc48028614)

[PROPOSAL EXCEPTIONS 24](#_Toc48028615)

[SECTION VI 27](#_Toc48028616)

[RFP QUESTIONNAIRE 27](#_Toc48028617)

[SECTION VII 31](#_Toc48028618)

[TECHNICAL SPECIFICATIONS 31](#_Toc48028619)

[SECTION VIII 82](#_Toc48028620)

[COST INFORMATION SUBMISSION 82](#_Toc48028621)

[SECTION IX 93](#_Toc48028622)

[REFERENCES 93](#_Toc48028623)

[REFERENCE FORM 95](#_Toc48028624)

[SUBCONTRACTOR REFERENCE FORM 96](#_Toc48028625)

[EXHIBIT A 97](#_Toc48028626)

[STANDARD CONTRACT 97](#_Toc48028627)

# 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. The Vendor must include the Proposal Bond within the proposal package, (if explicitly required in Section IV).
6. **ITS** reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
7. **ITS** reserves the right to waive any defect or irregularity in any proposal procedure.
8. The Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by **ITS** is the official version and will supersede any conflicting RFP language submitted by the Vendor.
9. The Vendor must conform to the following standards in the preparation of the Vendor’s proposal:
	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: , Technology Consultant, 3771 Eastwood Drive, Jackson, MS 39211, 601-432-8046, Paula.Conn@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 onsite interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with onsite interviews will be the responsibility of the Vendor.
	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.
2. **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://portal.paymode.com/ms/>. Vendors may also request assistance from the Mississippi Management and Reporting System (MMRS) Call Center regarding PayMode registration by contacting mash@dfa.ms.gov.
	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.
2. **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. **Proposal Bond**

The Vendor is not required to include a proposal bond with its RFP proposal.

1. **Performance Bond/Irrevocable Bank Letter of Credit**

The Vendor is not required to include the price of a performance bond or irrevocable bank letter of credit with its RFP proposal.

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 **4290**.

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 (ten digits beginning with a 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.

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 their 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 12.8.4 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 in 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. Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
	7. In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.
2. **Mandatory Provisions in Technical Requirements for this RFP**
	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.
3. **General Overview and Background**

A deficiency and source of errors in the Mississippi Department of Human Services (MDHS) Supplemental Nutrition Assistance Program (SNAP) revolves around program notices. The process for generating a notice to a SNAP applicant or recipient requires many decisions and redundant manual input—leaving the notice vulnerable to human error. The content and formatting of the 271 program notices fail to meet Food and Nutrition Services (FNS) best practices, but the current system would prohibit the sweeping changes needed to the notices. Time with the client is the eligibility staff’s most valuable resource for addressing the needs of those who seek the agency’s assistance. The goal is to save time that the eligibility staff could invest in serving those needs.

The solution is to modernize the notice-generation process through automation and implement best practices to redesign program notices. The solution entails transitioning to a notice-generation (communication generator) platform that will connect with real-time data and harness information already known or input into the eligibility determination system. The platform will be able to automatically generate a notice based on eligibility staff action on an application or case and populate the notice with information from the system for the eligibility staff to review. The end result will be a customized notice appropriate to the specific situation of the applicant/recipient formatted and written in a way that is easy to understand and use.

MDHS expects the proposed system to overhaul its notices and notice generation system. One component of the project entails critically examining and revising the notice language as well as formatting to improve readability and clarity. The second component is transitioning to a notice-generating platform that will interface with the client data and eligibility system to provide more automation and utilize the information already known to the system. The proposed platform must be connected with real-time data and be able to deploy notices in print, web, and mobile device formats.

The solution is to utilize a modern platform to make the system work more effectively and efficiently for eligibility workers, more responsive to and adaptable for state program administrators, and more understandable to clients.

The initial implementation will address the issues with SNAP notices. However, it is the intent of MDHS to add other programs at a later date.

1. **Procurement Project Schedule**

|  |  |
| --- | --- |
| **Task** | **Date** |
| First Advertisement Date for RFP | 08/11/20 |
| Second Advertisement Date for RFP | 08/18/20 |
| Deadline for Vendor’s Written Questions | 3:00 p.m. Central Time on 08/24/20 |
| Deadline for Questions Answered and Posted to ITS Web Site | 09/15/20 |
| Open Proposals | 09/22/20 |
| Evaluation of Proposals | 09/22/20—10/06/20 |
| Contract Negotiation | 10/06/20—10/27/20 |
| Proposed Project Implementation Start-up | 11/17/20 |
| Project Go-Live Deadline | 03/01/21 |

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 Section | RFP Page | Vendor Question |
| 1 |  |  |  |
| 2 |  |  |  |

* + 1. Vendor must deliver a written document to Paula Conn at **ITS** by Monday, August 24, 2020, 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 Paula Conn 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, September 15, 2020.
1. **Vendor Qualifications**
	1. The Vendor shall propose a qualified team with experience and expertise necessary to fulfill the requirements of this RFP. Vendor should provide sufficient quantity and quality of skilled, experienced staff and resources to meet the agreed upon project schedule.
	2. Vendor must indicate whether Vendor plans to use off-shore or near-shore resources at any point within the project and for what phases/tasks these resources will be considered.
		1. Vendor must have prior State approval before engaging off-shore and/or near-shore resources for this project. Off-shore or near-shore resources are prohibited from developing security controls.
		2. The Vendor shall ensure that industry standard best practices, including but not limited to secure coding practices, are used by all resources and that the code produced is fully documented.
	3. The Vendor must include subject matter experts as appropriate throughout the course of the engagement to satisfy the requirements set forth in this RFP.
	4. The Vendor shall provide resumes of named Vendor and subcontractor staff including only the specific experience necessary to fulfill the requirements of this RFP. The resume should describe any previous experience with Human Services programs and experience working with Food and Nutrition Services (FNS).
	5. Resumes must list the qualifications such as professional credentials and educational benchmarks (degrees, licenses and continuing education, etc.) that are needed to fulfill the requirements of this RFP.
	6. Vendor must specify on the resumes which named staff are employed by the Prime Vendor and which are Subcontractors.
	7. Vendor shall specifically define what constitutes a full-time employee (FTE) by the annual number of hours worked and specify exactly how many FTEs will be dedicated to this project per phase over the duration of the project.
	8. MDHS reserves the right to interview any and all proposed key staff, including any subcontractors.
	9. Vendor must describe plans to ensure the longevity of proposed staff for project continuity.
	10. The Vendor must submit organizational charts to substantiate each of the following:
		1. Identify roles and associated staff proposed for the project;
		2. Specify roles that are designated Key Personnel;
		3. Depict the reporting relationships within the Vendor’s project team delivering the services; and
		4. Specify where each proposed staff member falls within the Vendor’s internal organizational structure.
	11. Key Personnel
		1. The State defines Key Personnel/Named Staff as those who fill critical project roles and who have the authority and responsibility for planning, directing, and controlling the project activities necessary for a successful project implementation. Key Personnel, whether Prime or Subcontractor, shall be committed and dedicated for the duration of the project and shall have sufficient prior experience to address the specifics of the project. Vendor shall clearly identify all staff who are considered Key Personnel.
		2. At a minimum, the Vendor shall name a Project Manager, a Technical Manager, and a Test Manager as Key Personnel for this project. MDHS may require the named staff to be available on-site during activities that may include, but is not limited to, planning, discovery sessions, key testing, and implementation.
		3. If additional staff, beyond Key Personnel, are required to perform the functions of the contract, the Vendor should describe its plans and resources for fulfilling the functions and shall describe its retention plan to ensure continuity of project operations.
		4. The Vendor cannot substitute Key Personnel during the first 180 calendar days of the contract period, except for the following conditions: an individual's sudden illness, death, resignation, or as otherwise approved or requested by the State. In any of these events, or time periods, the Vendor shall immediately notify MDHS and provide the information required below:
			1. All proposed substitutions of Key Personnel shall be made in writing at least 20 business days in advance of the substitution, where such notification is reasonable, and shall be submitted to the Project Management Team.
			2. The State shall agree to the substitution before the substitution shall become effective.
			3. Vendor is only allowed to propose an Interim staff member to fill a Key staff role for a total of 45 days while Vendor seeks another qualified Key staff member.
		5. The Vendor shall provide the same information as above for each subcontractor whom the Vendor proposes to perform any of the functions under this RFP. This provision is included in this RFP to facilitate full disclosure of the offerings of the Vendor.
		6. Vendor’s response to all items in 6.11 does not eliminate the requirement of the Vendor fully responding to Section IX: References.
2. **Technical Requirements**
	1. If any component(s) necessary for operation of the requested system is omitted from Vendor’s proposal, Vendor must be willing to provide the component(s) at no additional cost. This includes, but is not limited to, all cabling, connectors, raceway, etc. necessary to render the configuration fully operational.
	2. ITS acknowledges that the specifications within this RFP are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed solution. Vendors must specify, here, what additional components may be needed and are proposed in order to complete each configuration.
	3. Vendor shall meet at a minimum the technical and functional requirements included within RFP No. 4290. These requirements include the specific functional and technical requirements to develop, test, implement, and operate a communication generator that conforms with federal regulations, applicable national standards, as well as the State’s performance expectations. It is the State’s intention that the communication generator be an industry standard application.
	4. Software History
		1. The Vendor shall furnish information regarding the developmental and operational product history of the proposed package.
		2. The Vendor shall provide details on any current enhancements that are planned for future releases and provide estimated target dates of availability.
		3. The Vendor shall specify any governmental or industry certifications or standards compliance information related to the system.
		4. The Vendor shall discuss any aspects of the proposed software that differentiate it from competing packages in the marketplace.
		5. Product shall be recognized as being both viable and successful by the industry.
	5. Hardware/Software
		1. Indicate the hardware configuration currently supporting the proposed application including capacity and access time.
		2. Vendor must state if the solution will be developed or if Vendor has an existing product ready to install. If the Vendor has an existing product, the product shall meet or exceed 80% of the specifications within this RFP with minimal modification.
	6. Design
		1. The account set-up and maintenance function require generating an account set-up record for the SNAP system. The account is the record kept and maintained by the Vendor for each household receiving SNAP benefits. The following describes how the Vendor shall set up and maintain an account.
		2. The State of Mississippi operates multiple eligibility systems for each program. For example, the Mississippi Application Verification Eligibility Reporting and Information Control System (MAVERICS) supports eligibility and benefit authorization for SNAP and Disaster Supplemental Nutrition Assistance Program (DSNAP) at the county office level. MAVERICS accumulates client demographic and case information and will transmit such information to the communication generator.
		3. **MANDATORY**-The solution will populate forms and notices from eligibility systems. Vendor must thoroughly describe how the proposed solution meets this requirement.
			1. While the initial solution will address SNAP notice issues, it is the intent of MDHS to add other programs at a later date.
			2. Other program areas are defined in Section VIII, Cost Information Summary, Optional Costs. Each program area has at least one eligibility system or a subsystem that will need to interact with the solution.
		4. Notice/Form Number Assignment
			1. **MANDATORY**-Each eligibility system assigns a unique number that identifies each form contained within the system. For example, MAVERICS currently assigns each notice a unique 4-digit notice number. The Vendor’s communication generator must provide for unique, non-duplicated notice numbers. Vendor is not limited to using a 4-digit notice number.
			2. MDHS must be able to identify the source system. For example, S101 is notice number 101 for SNAP while C101 is notice number 101 for Child Support.
			3. Vendor must state the approach for validating the notice information provided by the State and for ensuring each notice has a unique, non-duplicated number.
		5. The proposed solution must allow a user to select from a variety of pre-designed form letters and to define certain parameters that will dictate the receivers of the selected letter.
		6. The solution must provide on-line, updateable template with unique identifier that is specific to the correspondence type (i.e., letter, notice, questionnaire) with the ability to add free-form text for all business areas to be specified by MDHS.
		7. The proposed solution must maintain a correspondence tracking window to query information about the correspondence that has been sent out. All letters generated via the correspondence generator utility are visible through this window. From this window, the user can update the source that a correspondence was sent out on.
		8. The solution must provide point, drag, and click functionality for choosing field variables, signature images, and filters for selection of stakeholders to receive letters. Functionality should exist for creation of templates or letters.
		9. The solution must provide the ability to generate a QR code and barcode (or any new industry standard) based solely on data identified by the State and to place it on the form.
		10. The solution shall provide the ability for users to save the stakeholder selection filter with the letter template for routine batch printing or allow the user to choose the filter(s) at the time of letter generation.
		11. The solution shall provide the ability for users to create, review, save, and print draft letters before committing template changes. Template changes will only be performed by approved MDHS staff and contractors.
		12. The solution shall provide the ability for mass changes to be made, such as making one change to text that can be applied to multiple notices.
		13. Users must be able to easily create or modify templates, allowing the final version of letters to be created immediately thereafter and stored automatically in the document storage and retrieval system.
		14. The proposed solution will enable the user to create or modify letter templates including the signature, agency/division address, or any other data elements as defined by the State in any environment without requiring a change request.
		15. The solution must provide the user with the ability to customize for different jurisdictions, the ability to access Microsoft formatting features (bold, different fonts and font sizes, etc.) throughout a single document/notice in addition to Microsoft Word-like functions including spell check, automatic text wrapping, copy/cut/paste, and pagination.
		16. The solution shall provide the ability for users to define a varying length letter that automatically prints on a varying number of pages, depending on the amount of data selected to print in the letter.
		17. The solution shall provide the ability for users to easily incorporate fields with naturally varying lengths, such as names, into the body of the letter text, including automatic truncation and case changes where appropriate.
		18. The solution shall support multiple languages, with functionality including but not limited to:
			1. The solution shall have the capability to translate English to other languages.
			2. The solution shall have the capability to print special characters (e.g.,~, `) utilized by other languages in the translated version of the letter or template.
			3. The solution shall have the capability to edit and save letter templates after translation.
			4. The solution shall have the capability to retrieve, view and re-print a copy of a specific stakeholder letter from the original version, with the original date(s), in any other available language, including English.
			5. The solution shall allow for information selected from dropdowns in one language to be translated into another language (e.g. English speaking worker selects an option in English for a Spanish notice and the information sent to the client is in Spanish, as is the rest of the notice).
		19. The solution shall have the option of not sending a suppressed letter:
			1. Automatically or manually at the user level.
			2. Clients whose mailing address is flagged as "bad".
			3. For any reason defined by user such as member is deceased.
			4. The proposed solution must allow users to withdraw notices not yet mailed/sent for mailing.
		20. The solution must support multiple page notices from multiple sources or different file types.
		21. The solution must support notices in color and/or black and white.
		22. The solution shall provide letter template options specific to each subsystem.
		23. The solution shall provide the ability to sort and/or consolidate stakeholder (member/household, provider group/individual provider, etc.) letters by group or individual so that duplicate letters are not sent.
		24. The solution shall provide the ability for the Vendor to generate bulk letters to stakeholders at the MDHS’s request, without submitting a change order.
		25. The solution shall provide flexibility for identifying “mail to” groups as follows:
			1. The ability to send mail to external entities, such as associations, advocacy groups, legislators, etc.; and
			2. The ability to create and utilize distribution groups (e.g., mail, email).
		26. The user must have the ability to attach notes to a letter for internal viewing.
		27. Staff shall have the ability to view letters on-line.
		28. The solution shall provide the ability for the Vendor and the agency/division to systematically flag letters that were returned, and to see the date returned in the system.
		29. The solution shall provide the ability for the system to flag an address as “bad” when letters are returned, and to un-flag them when the addresses are changed.
		30. The solution must display the “bad address” flag on-line when staff inquires on the stakeholder’s record, alerting staff to ask for the correct address.
		31. The solution shall provide on-line, updateable letter templates for notices/forms with the ability to add free form text specific in general or attached to a specific member.
		32. The language on the notices will be revised to more clearly communicate with the agency’s clients using Food and Nutrition Services (FNS) benchmarks and best practice guidance. The revised language will reflect a 6th-grade reading level—as opposed to 11th grade or higher. Formatting standards will be incorporated to visually group information together and help the reader navigate through the message to understand what he/she needs to do by when and how. The presentation will be enhanced through the use of headings, graphics, and formatting elements.
		33. The solution shall provide on-line, updateable letter templates for adjustments/credits with the ability to add free form text specific to an adjustment credit.
		34. The solution shall maintain notices/letters templates on-line and allow for on-line changes.
		35. The solution shall provide on-line, updateable letter templates for all notices and the ability to add free-form text to letter templates on a case-by-case basis.
		36. The solution must provide for on-line templates of notices including, but not limited to, the following Appointment letters, Requests for Information, Disposition Notices (Approval, Denial, Closure), Notice of Adverse Action, and Notice of Expiration.
		37. The proposed solution shall provide for the ability of free-form text to template letters.
		38. The solution shall identify and flag bad addresses in the system to minimize returned mailings.
		39. The proposed solution shall help streamline enrollment with mobile optimized adaptive forms to reduce abandonment.
		40. The solution shall digitize and automate onboarding processes through visually designed workflows.
		41. The proposed solution must design, generate, and deliver multichannel, personalized communications to increase engagement and retention.
		42. The system must allow for reusable fragments of content.
		43. The system must have the ability to build digital workflows to process submitted forms easily with a drag-and-drop interface.
		44. The solution shall engage the client and increase cross-program opportunities by inserting one-to-one personalized and dynamic content into responsive client communication.
		45. The solution shall convert legacy notices and forms to more responsive forms and extract reusable fragments.
		46. The Vendor must support the State in the conversion, at no additional cost, from batch file submissions to a web service real-time submission for accounts.
	7. Interfaces
		1. The solution shall maintain a request window for users to request that a correspondence be generated. The user can specify the correspondence to be generated from within a user-selected group, the mode in which to generate the correspondence (batch or on-line), the date to generate the letter, to whom to send it, and the correspondence template to be used. This screen will allow the user to save the generated letter to a user-specified location.
		2. The solution shall integrate with the various sub-systems so that when an individual letter for a specific client is being created, the client ID, case number, client name, and other parameters will be identified and inserted from the current record inquiry screen, instead of data manually entered into the application.
		3. **MANDATORY**-The solution shall be able to automatically populate the notice/form with information contained within the eligibility system and other connected systems. Vendor must thoroughly describe how the proposed solution meets this requirement.
		4. **MANDATORY**-The solution shall allow for prefilling of form fields from back-end systems. Vendor must thoroughly describe how the proposed solution meets this requirement.
		5. **MANDATORY**-The solution shall be able to automatically trigger/send the communication based on information contained within an eligibility system and other connected systems. Vendor must thoroughly describe how the proposed solution meets this requirement.
		6. **MANDATORY**-The solution shall have the ability to receive communication, such as notices, (automated and ad hoc) from multiple systems (legacy eligibility systems and modern systems). Vendor must thoroughly describe how the proposed solution meets this requirement.
		7. The solution shall maintain a template maintenance window that will maintain at a minimum the document file name and type of data required.
		8. The solution shall provide a mail-merge option using output from an external source in various formats (e.g., Excel, Word, text file, etc.) as the input for the mail merge.
		9. The solution shall provide the capability to print or re-print letters to any printer, including a local, on-site, or off-site network printer.
		10. **MANDATORY**-Communications with clients will be through multiple outlets. Currently, there are two on-line portals for clients, existing or planned. Vendor’s proposed system must be able to send notices electronically as a single document to multiple sources. Vendor must thoroughly describe how the proposed solution meets this requirement.
		11. The system must provide the ability to transmit notices/forms on-line only, paper only, or both.
		12. The solution must convert existing letters, templates, notices, etc.
		13. The solution shall provide the ability to send a re-generated/re-printed letter to the document repository.
	8. Support
		1. The Vendor shall describe their post implementation strategy, including staffing plan, incident and defect management and warranty support. The description must include but not be limited to how the Vendor will meet the following requirements:
			1. The Vendor must work with each agency location end-user help desk (Tier 1) to provide assistance and resolution for problems, issues, defects, and data problems as well as operational guidance.
			2. Vendor shall describe the methodology including the tools, processes, and procedures used to provide Tier 2 Help Desk support for the proposed solution.
			3. In addition to telephone support, Vendor must describe other types of support offered, such as but not limited to, email, chat, web form.
		2. Vendor shall describe the on-line problem tracking system along with associated methodology and processes, explaining how Vendor will meet or exceed the following specifications:
			1. Vendor shall have an automated process and associated system to track, manage, monitor, and resolve problems/issues with the ability to report on problems/issues using both built-in reports and customized reports.
			2. Vendor shall classify problems as to criticality and impact, including appropriate resolution procedures and escalation process for each classification of a problem.
			3. The State reserves the right to classify the criticality of incidents, defects, problems, and tickets.
			4. Vendor shall log problems submitted via phone into the tracking system at receipt. Problems submitted on-line or email must be ingested into the tracking system automatically with minimal manual intervention.
			5. Vendor shall provide the State unrestricted access to the on-line problem tracking system including all information logged for both active and inactive problems/issues.
	9. User Roles
		1. The solution shall have the ability for users with appropriate security to commit changes to testing and production environments without the aid of the Vendor.
			1. MDHS must be able to make changes to the notice template and create notices without invention by the Vendor. While some notices that need mapping to the source system may require management information system (MIS) assistance or Vendor assistance, the goal is for a policy unit staff member to create a notice using some of the previously defined elements such as client name, address, or mapping that exists for an existing notice.
		2. The solution shall provide the ability to assign security access levels to allow only authorized users to change letter templates.
		3. The solution shall provide the ability to restrict access to communications based on the program. For example, the SNAP program is spread across four (4) divisions of MDHS. MDHS requires the ability to restrict the Division of Economic Assistance Eligibility (EAE) from sending an Office of Inspector General (OIG) notice and vice versa, as needed.
		4. **MANDATORY**-The solution shall have the ability to restrict access to notices and notice selections based on user role/access level (i.e., do not allow a user without confidential access to view). Vendor must thoroughly describe how the proposed solution meets this requirement.
	10. Performance
		1. The Communication Generator, including the system’s central computer, any network or intermediate processing facilities shall be available 99.9% of scheduled up-time, 24 hours a day, 7 days per week for the life of the contract. Scheduled downtime for routine maintenance shall occur during non-peak transaction periods. The State requires a report to show all down time monthly.
		2. The State shall be notified at least seven (7) business days in advance of scheduled downtime for routine maintenance, which will occur during off-peak transaction periods. The Vendor shall provide the State with any scheduled downtime outside of the time required for routine maintenance. All scheduled downtime shall be arranged and approved by the Communication Generator Project Manager.
	11. Security
		1. The solution shall work in conjunction with strong user authentication systems, including single sign-on (SSO), security assertion markup language (SAML), and public key infrastructure (PKI).
		2. **MANDATORY**-The solution shall protect valuable documents through customizable role and access policies and encryption, even outside the agencies firewall.
		3. The solution shall allow security access to be applied down to the letter type level for multiple user roles. Some notices include confidential information that is legally prohibited from being shared.
	12. Dashboard
		1. **MANDATORY**-In addition to communication generation functionality, the Vendor shall support administrative modifications from a Communication Generator Administrative Dashboard. Communication modifications that originate from the administrative dashboard will be made in the State Office. Vendor must thoroughly describe how the proposed solution meets this requirement
		2. **MANDATORY**-The respective division staffs primarily use the Communication Generator Administrative Dashboard application for form maintenance. Limited State staff shall have the rights to add forms, cancel forms and modify existing forms. Limited IT State staff will have access to link form fields to fields within an eligibility system or another connected system. Vendor must thoroughly describe how the proposed solution meets this requirement
		3. The Vendor shall provide administrative dashboard access to State personnel.
		4. The State shall be provided with at least three (3) user profiles for administrative dashboard management: one for security administration, one for program staff, and one for IT staff.
		5. The Vendor shall provide the State with a web-based Administrative Dashboard with appropriate security access permissions.
		6. **MANDATORY**-The Vendor shall provide the State with an Administrative Dashboard User profile/permission that allows for the audit of other Administrative Dashboard User recipient account accesses, including the screen/function viewed by each user and form access, including the date and time of each viewing. The State will use this audit capability for internal user audit reviews to ensure program integrity and recipient account security. Vendor must thoroughly describe how the proposed solution meets this requirement.
		7. Vendors shall clearly explain their proposal to provide Administrative Dashboard functionality, including access controls, and shall specify requirements needed by the State to support this function, including but not limited to, the hardware and software that is necessary, communication protocols, VPN, firewall protection, Web-based internet, etc.
		8. Communication Generator Administrative Dashboard User Profile
			1. The Vendor shall provide a security system for the communication generator administrative dashboard whereby user profiles can be established based upon the specific Administrative dashboard functions required by the user to perform his/her respective job.
			2. Each Administrative Dashboard user, as he/she is granted access, shall be assigned a specific user profile based on the requirements for their job.
			3. The State shall define the user profiles (i.e., groups and/or roles) with the assistance of the Vendor.
		9. Administrative Dashboard Security Administration
			1. The administration of the Administrative Dashboard security system shall lie with the State’s Security Officer(s).
			2. The Vendor is responsible for training the State’s Security Officer(s).
		10. Administrative Dashboard Functionality
			1. Vendors shall describe their Administrative Dashboard functionality in terms of navigation and data presentation. The State will decide upon the minimum requirements to be used after contract award.
		11. Password Management
			1. Upon accessing the Administrative Dashboard, it shall have Microsoft active directory single sign on.
			2. Password lockout shall be controlled by the State’s active directory rules.
	13. Storage
		1. The solution shall generate and archive document of record.
		2. The solution shall provide the option of not sending a suppressed letter to document storage.
		3. The solution shall provide the ability to view all letters that have been sent, immediately after being sent.
		4. The solution shall provide the ability to query letters in the system for viewing or printing.
		5. **MANDATORY**-The solution shall store correspondence that has been issued to the client or saved to history (communication may be saved to history if the system was unavailable and the communication needs to be in the record as provided to the client in his/her hand format). Vendor must thoroughly describe how the proposed solution meets this requirement.
		6. **MANDATORY**-The solution shall provide the ability to save the original and when applicable, translated version of letters. Vendor must thoroughly describe how the proposed solution meets this requirement.
		7. The solution shall have the ability to pull up, view, reprint, and resend the original copy of the letter.
		8. The solution shall provide the ability to generate original letters and to recreate letters for specific stakeholders.
		9. The solution shall have the ability to regenerate a copy of the same letter to a different address for a stakeholder.
		10. **MANDATORY**-The solution shall provide version control for all forms and notices. Vendor must thoroughly describe how the proposed solution meets this requirement.
	14. Audit
		1. The Vendor shall specify procedures for maintaining audit trails.
		2. **MANDATORY**-The solution shall provide detailed tracking of the following:
			1. Status of Letter (e.g. Pending, Mailed, Electronic, Withdrawn)
			2. Date Letter Sent
			3. Notice/Form Number (numbers may not be unique across programs)
			4. The user/system action sending/automatically generating the notice/form number
			5. The user preparing the notice/form number
		3. The proposed solution shall provide the ability to track when a letter was mailed or transmitted electronically.
		4. The solution shall provide the ability to track and create a report of letters that were re-generated.
		5. The solution shall provide the ability for the system to create a report of “bad” addresses as specified by the State.
		6. The communication generation function shall provide and support all reports identified by the State as well as examples of reports currently available.
	15. Analytics
		1. **MANDATORY**-The solution shall understand how users interact with forms and communications using out-of-the-box reports. The Vendor shall propose reports and describe the importance of each report. Vendor must thoroughly describe how the proposed solution meets this requirement.
		2. The solution shall have the functionality to provide ad hoc reports. The process of obtaining ad hoc reports shall be explained including how quickly an ad hoc report can be produced.
		3. Analytics shall meet the following criteria:
			1. Be interactive
			2. Have drilldown capability
			3. Provide a visual analysis
		4. **MANDATORY**-The solution shall provide form and communication analytics for each communication type. Vendor must thoroughly describe how the proposed solution meets this requirement.
		5. The solution shall visually track document usage and detect anomalies. The Vendor shall describe how document usage will be recorded, anomalies can be detected, and how the State will be notified of anomalies.
		6. The Vendor shall describe how enrollment and communication can be enhanced down to the level of each individual client. The solution shall improve enrollment and communication granular analytics and targeted content to personalize the experience for each individual.
	16. Content Management
		1. **MANDATORY**-The solution shall connect data from both known and unknown clients in order to give a unified personalized experience. Vendor must thoroughly describe how the proposed solution meets this requirement.
		2. The solution shall collect content insights to better drive content that clients deem most useful.
		3. **MANDATORY**-The solution shall use machine learning and AI to deliver personal experiences to clients. Vendor must thoroughly describe how the proposed solution meets this requirement.
		4. The solution shall be able to support multiple channels across different technologies with little to no IT support.
		5. The solution shall target specific groups based on rules established by historical data collection.
3. **Training**
	1. The Vendor shall provide initial and ongoing training to State staff. During initial training, Vendor must designate the maximum number of trainees in a class, be it day-to-day usage of the system or administrative training.
	2. The Vendor must create a detailed user manual and keep the user manual information current.
	3. **MANDATORY**-The training material shall include the user manual. In addition, updates and revisions of the training materials shall be provided 10 calendar days in advance to the State whenever the Vendor modifies functionality of the system. The material shall be delivered in PDF format and soft copy (e.g. Microsoft Word). Vendor must thoroughly describe how the proposed solution meets this requirement.
	4. The Vendor is responsible for providing training information for both State and county MDHS workers with training for State workers as requested.
	5. Training for State Office staff shall be provided in a minimum of two (2) training sessions. The sessions will focus on the ability to modify notice text on-line, how to add/remove information from the list of available option, and the data analytics reporting available through the system.
	6. The Vendor shall provide training material that covers all of the functionality supported by the system. The material shall cover all functions, security features within the system, and a detailed explanation of the screens and functions supported.
	7. The Vendor shall provide a training module describing the detail and the use of the analytics and/or reports generated by the system. In addition, the Vendor shall provide on-site training for State Office systems staff on field definitions and file layouts of data files transmitted to the State for reporting purposes.
4. **Warranty/Maintenance**
	1. The Vendor shall warrant that the software system(s) will function according to all specifications and be operationally correct and error free for at least one (1) year after MDHS acceptance of the system.
	2. This warranty shall cover all components of the systems, including all programs, screens, reports, subroutines, utilities, file structures, documentation, interfaces, or other items provided by the Vendor.
	3. This warranty shall apply to the base package, plus any customized programs, screens, reports, subroutines, interfaces, utilities, file structures, documentation, or other items proposed and delivered by the Vendor specifically for this procurement.
	4. This warranty shall guarantee remedial services to be performed by Vendor during the coverage period. Such services shall be performed in a timely and effective manner, either remotely or on-site at the State’s preference depending on the State’s assessment of the criticality of any operational failure.
	5. The Vendor represents and warrants that all warranty and/or maintenance work performed will be performed by competent personnel and will be of professional quality consistent with generally accepted industry standards for the performance of such services and will comply in all respects with the requirements of the resulting contract. For any breach of this warranty, the Vendor shall, for a period of ninety (90) days from the performance of a service, perform the services again, at no cost to the State, or if the Vendor is unable to perform the services as warranted, the Vendor shall reimburse the State all fees paid to the Vendor for the unsatisfactory services.
	6. Vendor must state the length of the warranty, from acceptance of the system. Per item 9.1 above, the minimum length of warranty will be one year.
	7. Vendor must state any available post-warranty support (maintenance) available for the proposed system. Any cost associated with maintenance must be itemized in Section VIII: Cost Information Submission.
5. **Project Work Plan**
	1. Vendor shall submit, as a part of this proposal, a high-level Project Work Plan that outlines the overall strategy, approach, and schedule to providing the requested system and services. The work plan shall lay out the schedule in a phased implementation approach.
	2. The Project Work Plan shall contain all significant work steps required for provision of the requested services and shall clearly delineate the project’s critical path.
	3. The Vendor shall specify timeframes in terms of workdays or work weeks after contract execution.
	4. The Vendor must agree to prepare several pre-production Test Points that allow the State to test progress of the implementation effort and provide frequent feedback and needed adjustments. The State requires that the Project Work Plan minimally include the Milestones and Test Points depicted in Table 1 below. Vendor must specify which requirements will be addressed at each proposed Test Point.
	5. Table 1 below identifies the minimum onsite requirements for the Vendor for specific project activities. Additionally, the State expects the Vendor to be onsite as necessary for face-to-face meetings between the Vendor and the State for work not specifically identified in the table below, the Vendor shall designate in the Project Work Plan whether they propose that the work will be performed at the Vendor’s offices or on-site at State offices.

| ***Table 1: Project Milestones and Participants*** |
| --- |
| **Project Phase/Milestone** | **Participants** | **On-Site Required** |
| Requirements Review | Vendor, MDHS | X |
| JAD Sessions | Vendor, MDHS | X |
| System Design Review | Vendor, MDHS | X |
| Design  | Vendor, MDHS | X |
| General System Design Deliverable | Vendor, MDHS | X |
| Coding Starts | Vendor |  |
| Interface Control Document Approved | Vendor, MDHS | X |
| Test Plan  | Vendor, MDHS | X |
| Test Point 1 | MDHS perform independent testing with some Vendor support at State offices. | X |
| Coding Continues | Vendor |  |
| Test Point 2 | MDHS perform independent testing with some Vendor support at State offices. | X |
| Coding Continues | Vendor |  |
| Test Point(s) beyond 2 as necessary | MDHS perform independent testing with some Vendor support at State offices. | X |
| Coding Continues | Vendor |  |
| Unit Test and System Integration Testing  | Vendor, MDHS | X |
| End to End Testing Support | Vendor, MDHS | X |
| Regression Test  | Vendor, MDHS | X |
| Final System Test Review | Vendor, MDHS | X |
| User Acceptance Testing (UAT) | MDHS perform independent testing with some Vendor support at State offices. | X |

* 1. The Vendor shall have sufficient on-site personnel to provide immediate technical support for MDHS testing efforts during the Test Points, End-to-End testing, and UAT efforts.
	2. The Project Work Plan shall include the expected level of effort required for the Vendor and State resources based on the role that each of the participants identified in Table 1 above will play on the project.
	3. The Project Work Plan shall specify assumptions that the Vendor has made based on the information rendered in this RFP. The State may at its sole discretion accept or reject the Vendor’s assumptions.
	4. While the State has described a preferred framework for developing the Project Work Plan, the Vendor is encouraged to utilize its institutional knowledge and proven approach to develop a successful Project Work Plan while adhering to the State’s guidelines.
	5. The initial project work plan shall include a schedule of all tasks and deliverables required from beginning to completion of the project.
	6. The initial plan shall identify all critical path and dependency tasks.
	7. The initial plan shall delineate the responsibilities of the Vendor and the State agencies in “person-estimate” for each deliverable and work activity. Show Vendor and State project team effort separately.
	8. The initial plan shall include detailed narrative descriptions and calendar-based Gantt charts that summarize the level of effort for the entire project including any due dates, plans, reports, quality assurance checkpoints, and milestones.
	9. The Vendor’s narrative shall also include significant detail describing and explaining its rationale for conversion strategies, conversion risks, and risk mitigation measures throughout the project work plan, as well as assumptions and constraints.
	10. The Vendor shall define the anticipated timelines and estimated completion dates for the project deliverables within each phase in the initial work plan submitted with the Vendor’s response. The timeline shall clearly specify the timeframes required for each task to ensure that the Vendor can successfully begin operations upon successful execution of the Agreement, including adequate time for any and all required state and federal approvals.
	11. Vendor shall provide/include the following:
		1. Contact information for the designated point of contact for each entity;
		2. A calendar of regularly scheduled meetings;
		3. A mechanism and timeframes for transmitting documentation of the current system;
		4. A detailed list of documentation and test data that will be shared; and
		5. A clear description of the mutual needs and expectations of both entities.
	12. The Vendor will be required to submit a revised, mutually agreed upon project work plan after final contract negotiations. The Vendor shall submit the revised project work plan no later than fifteen (15) business days after the contract execution date. The State will review and comment on the plan within ten (10) business days. The final project work plan must be provided five (5) business days following the receipt of the comments from the State.
		1. The revised project work plan shall be based on the work plan submitted with the Vendor’s proposal and shall be updated by the Vendor and approved by the State as necessary prior to the beginning of each major project phase.
	13. MDHS envisions the communication generator project consisting of the following five sequential (may be overlap) phases:
		1. Design
		2. Development
		3. Transition In
		4. Operations
		5. End-of-Contract Transition Out
	14. In the proposal response, Vendor must identify the deliverables that will be provided to the State and include samples of the deliverables that are marked with an asterisk (\*). The deliverables and deliverable components listed below are not meant to be a fully comprehensive list, as the Vendor’s methodology may include additional deliverables. Vendor must identify the deliverables that will be annually tested and updated, and upon what pace they will be updated and/or tested.
		1. Deliverables
			1. Project Management Plan\*
				1. Schedule
				2. Organizational Chart
				3. Quality Plan
				4. Scope
				5. Communication Plan
				6. Risk/Issue Management Plan
			2. Requirements Traceability Matrix (RTM)\*
			3. General System Design Document
				1. Software Development Approach
				2. Data Integrity
				3. Data Availability
				4. Data Authenticity
				5. Data Security
			4. Architectural Design Diagram
			5. Interface Control Document\*
			6. System Test Plan\*

Vendor must describe their testing strategy and identify State and Vendor participants with responsibilities for testing and support of all test phases including but not limited to, system, integration, conversion, interfaces, end-to-end, regression, performance/stress and UAT. The System Test Plan must at a minimum address the following details:

* + - * 1. Validation of RTM via adequate test cases
				2. Building and executing automated test scripts
				3. Providing and utilizing automated testing tools
				4. Providing metrics to forecast schedule impacts based upon defect occurrence and severity
				5. Providing appropriate training as necessary to prepare users for UAT
			1. System Test Results
			2. Security and Privacy Design Document\*
			3. Operations Guide\*
			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
				8. Communication protocols and process for restoring operations in a timely manner
			1. 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 on-line 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 Contractor'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
			1. Disaster Recovery Test Results\*
			2. Security Risk Assessment
			3. Training Plan
		1. Design Phase

The timeframes and deliverables from the Project Design Phase shall be based on tasks and deliverables identified within the Project Work Plan. The Design Phase shall commence with the contract begin date and shall continue for the timeframe identified within the Vendor’s response and proposed work plan and mutually agreed upon by the State and the Vendor. All deliverables identified within the project plan are subject to State and federal review and approval.The Vendor shall not commence work until it receives written approval and comments from the appropriate State and federal agencies.

* + - 1. Transition-In Plan

The Vendor shall migrate forms from current eligibility systems to the new Communication Generator. The Vendor shall prepare a detailed transition-in (migration) plan that describes the following minimum activities:

* + - * 1. Migration of transaction acquirers
				2. Migration of recipient and form databases
				3. Transition to an administrative dashboard
				4. The processes to be used for the migration
				5. How the processes shall be tested and how the test results will be provided to the State for approval
				6. Timeframes for completion
				7. Contingency plans for problems and issues that may occur during the migration
				8. Processes planned for the verification and validation of the migration process, in particular, the validation of the forms that are converted to the new system
				9. Support/coordination required from the eligibility system owners and any subcontractors
				10. Support/coordination required from the State
				11. Risk assessment and risk mitigation strategies
			1. Functional Design Document

This document shall minimally provide a functional overview and a description of the operating environment, procedures, and workflow of the system consistent with the requirements found in Section VII, Technical Specifications.

* + - 1. Detailed Design Document

The Detailed Design Document shall describe the total system configuration, including system hardware, functionality, file layouts, message and file flows, data elements, system interfaces, settlement and reconciliation functions, reports, ad hoc reporting capabilities, and the system security plan.

* + - 1. Interface Control Document

The Interface Control Document shall describe details between Mississippi and the Vendor’s Communication Generator system. This document shall detail interface functionality requirements, file layouts and specifications. This document shall be used to develop the interface files between the State and the Vendor’s system.

* + - 1. The Life Cycle Testing Plan

The Vendor shall provide a system Life Cycle Testing Plan. Any changes made, whether it is by the Vendor’s system or the State’s system, shall be properly tested prior to being introduced into a production environment. The plan shall include, at a minimum the Test Plan, for each of the project’s phases. The plan shall address the nature and extent of integration testing that will occur to ensure that all systems properly interface with each other and operate as designed.

* + - 1. Test Plan

The Vendor shall develop system test plans during the Design Phase for SNAP program and shall be approved by the State prior to testing. Test plans shall, at a minimum, outline the test purpose, scripts, methodology, environment, expected outcomes, and approval rating system. Test plans shall be developed for regression testing, the State system acceptance test, system and network capacity test, system interface tests for interfaces with State eligibility systems, and field tests. Test plan timelines shall be based on production timeframes.

* + - 1. Business and Continuity Plan

The Vendor shall provide an evaluation of the types of service interruptions that may impact the Vendor’s system’s operation and therefore necessitate the use of backup and recovery processes, including a disaster recovery plan. The Vendor shall specify where the back-up site is located. For each potential interruption type, the Vendor shall, at a minimum, detail steps to be taken to survive and recover from the interruption. The plan shall include provisions to ensure that communications can continue to be issued as set for in federal regulations. In addition, the Vendor shall outline the resources committed to each proposed contingency plan (for example, people, systems, telephone lines, and operation sites) and indicate whether the contingency plan has been tested annually under real or simulated conditions. The Vendor shall define and explain the conditions that would warrant a move to the back-up data center. This shall also be applicable to all sub-contractors and/or vendors.

* + - 1. System Security Plan

Communication Generator security systems shall be designed to protect the systems and its resources from unauthorized access, modification, disclosure, and destruction. The Vendor shall prepare a security plan. The plan shall provide security measures for storage and procedural controls, communications access controls, message validation, administrative and operational procedures, periodic checks of access for Vendor employees who have terminated their employment or who no longer require access, annual security training for Vendor employees. The Vendor shall describe the timeframe and procedure by which it will notify the State of any data breaches that might expose clients’ account information, including any assistance it will provide in the event their individual account information is comprised.

* + - 1. Training Plan

The Vendor shall prepare and submit a comprehensive Training Plan that identifies the proposed deadlines and supportive tasks for the planning, design, development, production, and distribution of all training materials to support conversion and ongoing operations. The training plan shall address the timeline for creation of all deliverables outlined in this RFP, including the timeframe for training the State and local office staff.

* + 1. Development Phase

The Development Phase shall commence following the successful completion of the Design Phase. The Vendor shall notify the State in writing that all of the requirements of the Design Phase have been completed. The State will respond in writing with a list of unresolved issues, or a statement that the State is satisfied that the Design Phase has been successfully completed. During the Development Phase of the project, the Vendor shall configure and test the Mississippi Communication Generator system according to the system specifications defined and agreed upon during the Design Phase, consistent with federal regulations. All deliverables for the Development Phase identified within the Project Work Plan are subject to State review and approval. The Vendor shall allow an appropriate time for state and federal review and comments concerning the deliverable prior to commencement of work. The Vendor shall complete system testing, as well as provide the final training materials during the Development Phase.

* + - 1. System Testing
				1. Upon completion and approval of the design documents, the Vendor shall update the System Test Plan as appropriate. The Vendor shall also develop system test criteria and produce test scripts for approval. Test criteria shall describe the desired system outcomes and performance measures. Test scripts shall provide detailed, step-by-step instructions on the actual test and system functions to be demonstrated.
				2. System testing shall be performed on all components and functional areas of the Communication Generator before delivery of the system. The Vendor shall provide system test scripts detailing step-by-step instructions on the actual test and system functions to be demonstrated. Test scripts shall also describe the desired system outcomes and test results. Test scripts are subject to review and approval by the State.
				3. The State shall give written approval before the Communication Generator is considered operational. Required system tests and demonstrations include:

Functional Demonstration - The functional demonstration shall provide the State and federal representatives the opportunity to review and observe planned Communication Generator operations. The Vendor shall prepare a report of the demonstration results including any recommended and required system modifications that were identified. The Functional Demonstration shall occur as early as possible but no later than six weeks prior to the System Acceptance Test to ensure the design is proceeding according to the expectations of the State and Vendor.

Interface Testing - Tests shall be conducted between the State eligibility systems and the Vendor’s Communication Generator to ensure that all files sent between the two systems are properly received, accepted and processed.

* + - * 1. System Acceptance Test

The system acceptance tests will provide the State the opportunity to test the Communication Generator functionality and ensure compliance with the system design requirements.

This test shall include a live end-to-end test. The test shall also consist minimally of functional requirements, security, recovery, system controls, and “what if” testing. The test scripts shall cover all facets of the system’s operations and test all of the system processing options and environmental conditions.

The ad hoc or “what if” portion of the acceptance test will provide the State representatives the opportunity to include various transaction sets and sequences that have not been included in the test scripts and will challenge the system’s operations and design.

* + - * 1. Performance/Stress Test

The purpose of this test is to ensure that there is sufficient capacity being provided to the State to handle the expected transaction volume. Test results from the stress test shall be used to formulate a system capacity model to determine the appropriate hardware/software requirements and configuration so the Mississippi Communication Generator can accommodate the anticipated transaction volumes. The Vendor may, as an option, choose to use current production data in order to develop a system capacity model for modeling the anticipated transaction volumes. If the Vendor is anticipating they will utilize this option, the Vendor shall provide a description on how the modeling will be performed, and how the results of the modeling exercise will be reported to the State. Stress testing shall be performed with the Vendor making the results available to the State agency.

* + - * 1. Test Reports

The Vendor shall provide written test reports that describe the results of each test that is performed, as well as any regression testing and additional retesting that is required to satisfy the test objectives. The test reports shall also describe the intended scope and results from the tests, and any system modifications that are identified as necessary to resolve system errors and deficiencies found during the testing. The Vendor shall submit interim test reports no later than two (2) weeks following the completion of the respective test being performed. The Vendor’s system will not be approved for operations until the State gives its approval in writing.

* + - * 1. Updates to all Documents

The Vendor shall revise all documents to reflect any system modifications identified and made as a result of the system testing. If revisions are required, the updated documents shall be completed within thirty (30) calendar days of the change and are subject to State approval. Federal approval may also be required.

* + - * 1. Development of Procedural Manuals

The Vendor shall develop comprehensive procedural manuals that document the system and its operation in a form acceptable to the State. The State shall review and approve procedural manuals. The Vendor will develop and describe the manual format for the following manuals:

The Vendor shall provide a manual on Systems Operations/Interface Procedures for State interfaces that shall include an introduction giving the purpose, audience, organization, procedures, and documentation.

A Reports Manual shall be provided describing all standard reports to be generated by the System, the frequency they are produced, and how the State will access them. The Reports Manual shall also provide a brief description of the data files provided to the State for internal report generation, including file format and frequency. The manual shall also describe the Vendor’s capability to provide ad hoc reports within 24 hours of request.

The Vendor shall provide an Administrative Dashboard Users Manual that provides guidance and procedures for State and county office staff on the functionality of the Administrative Dashboard. The manual shall also include a quick reference guide for Administrative Dashboard Users.

The Vendor shall provide a Facility Security Manual describing the Vendor’s data facilities and security measures.

The Vendor shall provide a Business Continuity Manual describing the practices and measures to be applied to ensure the continuation of business for such issues as cross-training of critical functions including Project staff and programmers with specific knowledge of the Mississippi systems. The manual shall also include disaster recovery for not only the Vendor’s Project Office and Data Center operations but also for such events as a pandemic.

The Vendor shall provide a State Office Help Desk Operations Manual describing the level of support the State Office Help Desk shall provide to assist Communication Generator and Computer Operations staff with any on-line or offline issue. This document shall include defined communication channels for escalation, acknowledgment and notification based on type of assistance requested and its severity, the expected resolution timeframes and the type of incident reporting and notification the State should expect.

* + 1. Operations Phase
			1. The Operations Phase begins after the “go live” of the Communication Generator has been completed by the Vendor. During the Operations Phase, the Vendor shall maintain ongoing communication to the State on Communication Generator operations and immediately notify the State of any issues or system problems or changes. This includes changes in what entity performs critical system functions.
			2. The Vendor shall maintain a Program Manager, acceptable to the State, for ongoing communications and overall program support. The Program Manager shall maintain regular and frequent contact with the State Program Manager and designated staff members. The Vendor’s Program Manager shall be available by telephone within one (1) hour and on-site in the State within twenty-four (24) hours upon request by the State through the life of the contract at no additional cost to the State.
			3. The ongoing communications and support required from the Vendor includes monthly status meeting between the State staff and the Vendor, and other State reports/meetings requested by the State. Of particular importance is the advance notification of scheduled system downtime to the State by the Vendor. The Vendor shall communicate to the State Program Manager any scheduled system downtime at least five (5) business days prior to the scheduled down time.
			4. During the Operations Phase, the Vendor shall maintain and update as required the key design and operational manuals delivered during the Design and Development Phase, which shall include, but is not limited to, the following procedures, policies and design documents:
				1. Detailed Design Document
				2. Business and Continuity Plans
				3. System Security Plan
				4. System Operations/Interface Procedures Manual
				5. Reports Manual
				6. Administrative Dashboard Manual
				7. Training Manual
				8. State Office Help Desk Operations Manual
			5. Transition-Out Phase
				1. Planning for the end-of-contract transition out is as critical to the success of the new Vendor as the beginning-of-contract transition in. As part of the Work Plan, the Vendor shall lay the groundwork for the transition out at the end of the contract. While the replacement Vendor shall have the lead responsibility, the state eligibility system staff shall at a minimum cooperate in the following manner:

Meeting with the selected Vendor monthly for the purposes of planning and coordinating an orderly transition;

Developing an agreement with the selected Vendor laying out timeframes, work products, mutual expectations during transition;

Maintaining staffing levels consistent with levels during the operational phase of the contract through the end of the contract;

Providing test data for conversion testing;

Providing up-to-date agreements, design documents and procedural manuals; and

Ensuring data privacy.

* + - * 1. Specifically, the Work Plan shall include timeframes and deliverables the Vendor shall perform, and project documents the Vendor shall provide, to ease the transition to a new Vendor. In addition, the Vendor shall propose a process to ensure adequate coordination between the existing state system staff and new Vendor to minimize the risk of any disruption of service to the State.
1. **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.
		2. 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 Item 11.7.4 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. Change Orders
		1. The State retains the flexibility, until approval of the Detailed Design Deliverable, to define performance or management reporting formats, develop additional reports, and identify or modify the frequency of all reports issued by the Vendor, at no additional cost to the Agency. At the State’s discretion, any report shall be delivered in either data file format (electronic) or formatted-for-printing. At the State’s request, any report shall be delivered in a form and at such time as to render the data elements of that report readily usable. For changes outside the parameters stated, change order procedures will be in effect.
		2. After System Acceptance, the State reserves the right to request from, time to time, any changes to the requirements and specifications of the Contract and the work to be performed by the Vendor under the Contract, including the timing of Deliverables. Vendor shall provide up to 10 reports to the State without having to fill out and review a change order.
		3. All change requests resulting in contractual modifications shall be approved by the State and may require the approval of the U.S. Department of Health and Human Services (HHS) and/or the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS).
	3. Deliverables Review Process
		1. The State and the Vendor will develop an agreed upon process for reviewing deliverables. It is anticipated the process will include the following steps. Vendor shall agree to the deliverable review process stated below:
			1. Identification during contract negotiation of all deliverables, the schedule and preliminary outlines of their content;
			2. A review and approval of the deliverable outline prior to the initiation of work on the deliverable;
			3. Periodic, informal check points during the deliverable development;
			4. Submission of deliverables in draft to team leaders and managers for review and feedback;
			5. Formal submission of deliverable, documented by memo or letter from the Vendor to the State; and
			6. Acknowledgment by the State to the Vendor of receipt of the deliverable, which officially denotes start of the agreed upon review period by the State.
		2. The State will have fifteen (15) business days to review each deliverable, with one of the following occurring as a result of the review:
			1. The State’s acceptance of the deliverable with documentation by memo or letter;
			2. The State’s partial acceptance of the deliverable with exceptions delineated by memo or letter;
			3. The State’s conditional acceptance of the deliverable with conditions delineated by memo or letter; or
			4. The State’s rejection of deliverable with the reasons for rejection delineated by memo or letter.
		3. This process will be formalized during contract negotiations using this section as a guideline for the development of the review process.
		4. Certain deliverables to be provided by the Vendor will require testing and acceptance by the State. These deliverables shall be identified in the resulting contract and will include acceptance test criteria and acceptance test periods for those deliverables. The State will perform acceptance tests to determine whether the deliverables conform in all respects to the specifications as set forth in the Contract, as measured by mutually agreed acceptance test criteria.
	4. Coordination of Project
		1. The Vendor acknowledges that the State will be actively involved in the day-to-day progress of the Project.
		2. The Vendor agrees to (a) obtain the State’s approval of all tasks and the time schedule for completion of said tasks prior to commencing performance, if not already contained in the approved Project Work Plan; (b) notify the State Program Manager of all meetings related to the Project so as to allow their State participation in said meetings, and (c) meet with MDHS Project Director on a regular basis and as otherwise requested to discuss the status of the Project.
	5. Department Contact with Federal Agencies

The State shall be the sole source of contact for all matters relating to this Project with all officials of USDA FNS and HHS Administration for Children and Families (ACF). MDHS will keep appropriate federal officials informed of the progress of the Project as provided in funding regulations.

* 1. Liquidated Damages
		1. For any failure by the Vendor to meet any contract requirement, performance standard, project task, project deliverable date, or timeframes specified in any section of the resulting contract, damage shall be sustained by the MDHS, and it may be impractical and extremely difficult to ascertain and determine the actual damages that MDHS will sustain by reason of such failure. It is, therefore, agreed that the MDHS, at its sole option, may require the Vendor to pay liquidated damages in the amount specified 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 MDHS.
		2. The table below outlines these liquidated damages and will be incorporated into the resulting contract either as an exhibit or by reference.
		3. The Vendor agrees that there are some failures that so negatively impact the State’s recipients that no advance notification will be provided before damages are imposed. For all other standards and tasks, the MDHS Project Director shall provide written notification to the Vendor after damages have been imposed; e-mail shall be an acceptable form of notification.
		4. MDHS will notify the Vendor of the first incident of failure to meet one or more of the defined standards and request from the Vendor a Corrective Action Plan (CAP). MDHS will set a date for submission of the CAP. If MDHS does not receive the CAP by the due date and no extension has been granted, then MDHS may, at its sole discretion, invoke the appropriate remedy per this schedule.
		5. If MDHS receives the CAP by the due date, it will cooperate with the Vendor to achieve a mutually agreed upon final CAP and schedule. MDHS may, at its sole discretion, invoke the appropriate remedy if the Vendor does not meet the schedule and no extension has been granted.
		6. The Vendor shall have:

|  |
| --- |
| **Table 2: Liquidated Damages** |
| 1. | Five (5) business days to correct any delayed project task or project deliverable related to the transition to the new forms generator. MDHS may impose liquidated damages of $5,000 per deliverable **after** five (5) business days. |
| 2. | Five (5) business days to correct any delayed task related to the on-going maintenance of the forms generator system. MDHS may impose liquidated damages of $5,000 per task **after** five (5) business days. |
| 3. | Twenty-four (24) hours to provide required reports or to correct reports that contained inaccurate information. MDHS may impose liquidated damages of $1,000 per report, per day **after** twenty-four (24) hours. |
| 4. | Twenty-four (24) hours to generate corrected files for previously generated files that contained inaccurate information. MDHS may impose liquidated damages of $5,000 per file, per day **after** twenty-four (24) hours. |
| 5. | Four (4) hours to transmit missing data files not received on the schedule agreed upon between the Vendor and MDHS. MDHS may impose liquidated damages of $5,000 per file, per hour **after** four (4) hours. |
| 6. | Twenty-four (24) hours to transmit corrected files for previously transmitted files that contained inaccurate information. MDHS may impose liquidated damages of $5,000 per file, per day **after** twenty-four (24) hours. |

* + 1. MDHS and the Vendor agree that the following figures represent the reasonable pre-breach estimate of probable loss that will be sustained by the MDHS for each Program impacted:

|  |
| --- |
| **Table 3: Additional Liquidate Damages for Probable Loss** |
| $25,000 if Vendor changes Project Managers during transition or conversion without good cause as determined by MDHS. |
| $5,000 for each percentage point or proportional dollar amount for each fraction of a percentage point below the tolerance levels on response times. |
| $5,000 for each percentage point or proportional dollar amount for each fraction of a percentage point below the tolerance levels on system availability requirements. |
| $1,000 per day for all manuals or documents not updated within thirty (30) days of changes. |
| $1,000 per day for failure to submit Change Order and/or enhancement estimates and impact statements within agreed upon timeframes. |
| $1,000 per occurrence for failure to notify the MDHS Project Director of any system outage or other incident that may negatively impact MDHS, including recipients and other stakeholders. |
| $10,000 per occurrence for making any changes in the production system without the express written approval of the MDHS Project Director. Further, MDHS shall reduce Vendor invoices to offset any MDHS costs incurred while resolving the issues arising from this action; MDHS costs may include but are not limited to personnel time, computer processing time and any associated materials. |
| $10,000 per occurrence for any system or operator error that results in inaccurate communications. Further, MDHS shall reduce Vendor invoices to offset any MDHS costs incurred while resolving the issues arising from this action; MDHS costs may include but are not limited to personnel time, computer processing time and any associated materials. |
| $10,000 per occurrence for any negative impact to MDHS or its recipients resulting from a production system software release or upgrade. Further, MDHS shall reduce Vendor invoices to offset any MDHS costs incurred while resolving the issues arising from this action; MDHS costs may include but are not limited to personnel time, computer processing time and any associated materials. |
| $2,500 per day for any item listed in the contract and not specifically stated above. |

* 1. Performance Standards (Service Level Agreement)
		1. Table 4 defines the performance requirements for the delivery of services along with performance deficiencies that may trigger MDHS invoking liquidated damages. Unless specified otherwise, a month shall be defined as a calendar month for the purposes of monitoring performance standards.
		2. The Vendor shall maintain a scheduled system availability uptime level of 99.1%, 24 hours a day, seven (7) days a week, 365/366 days a year. System performance degradation to the point that state workers cannot efficiently perform their work will be considered downtime. Scheduled uptime shall mean the time the user interface, database, and connectivity are available for transactions and excludes scheduled downtime for routine maintenance. The proposed solution consists of all system functions over which the Vendor has direct control, either directly or through a subcontractor relationship. A week begins at 12:01 A.M. on Sunday and ends at midnight on Saturday, Central Time.

| **Table 4: Performance Standards/Service Level Agreement Requirements** |
| --- |
| **ID** | **Requirement** | **Deficiency That May Trigger Liquidated Damages** |
| 1 | **Communication Generator Availability:**The Communication Generator shall be available 99.1% of scheduled uptime, 24 hours a day, 7 days per week. Scheduled uptime shall mean the time the database is available for transactions excluding scheduled downtime for routine maintenance. The Communication Generator consists of all system functions over which the Vendor has direct control, either directly or through a subcontractor relationship. | Failure to meet the Communication Generator Availability performance requirement 99.1% of the time as measured on a calendar month basis.The Vendor must provide a report or other verifiable proof of this compliance on a calendar month basis. |
| 2 | **Transaction Response Time:**Transactions shall be completed within ten (10) seconds or less and 100% shall be processed within fifteen (15) seconds and are measured on a monthly basis. | Failure to meet Transaction Response Time timeframes 100% of the time as measured on a calendar month basis.The Vendor must provide a report or other verifiable proof of this compliance on a calendar month basis. |
| 3 | **Inaccurate Transactions:**The system central computer shall permit no more than two (2) inaccurate transactions for every 10,000 transactions processed. | Failure to meet standard 100% of the time as measured on a calendar month basis.The Vendor must provide a report or other verifiable proof of this compliance on a calendar month basis. |
| 4 | **Project Status Reporting:**The Management Reports defined in this RFP shall be provided on a timely basis to the State. Weekly reports shall be provided by close of business on the following Monday. System generated daily reports shall be available by 6:00 A.M. Central Time the following day. System generated monthly reports shall be available by 6:00 A.M. Central Time the first calendar day of the following month. Manual monthly reports shall be provided by close of business on the 5th calendar day of the following month. | Failure to meet Management Reporting timeframes 100% of the time as measured on a calendar month basis.The Vendor must provide a report or other verifiable proof of this compliance on a calendar month basis. |
| 5 | **Response to Change Order and/or Enhancement Requests:**The Vendor shall respond to Change Order and/or Enhancement requests within five (5) business days of receiving the request. If additional time is required to complete the estimate, the Vendor shall provide the date within the same time period of receipt of the Change Order and/or Enhancement request of when the estimate will be completed. | Failure to provide a response to any Change Order and/or Enhancement request within the promised timeframe. |

* + 1. Vendor must notify the State of any unscheduled system/system component/connectivity downtime or system performance issues regardless of severity as soon as it is discovered but at the latest within one hour of occurrence. Vendor and the State will determine the notification methods during contract negotiations.
		2. The Vendor shall be able to resolve Severity Level 1 problems as defined below by the State.
			1. Severity Level 1 is defined as an urgent situation occurring when the proposed solution is partially or fully inaccessible to end users which causes severe financial or productivity impacts, including downtime.
			2. The Vendor’s technical support staff shall accept the State’s call for assistance whenever the system is down. However, if Vendor staff is not immediately available, the Vendor shall return the State's call within one (1) hour.
			3. The Vendor shall resolve Severity Level 1 problems as quickly as possible which, on average (to be calculated per month), shall not exceed one hour from time of notification, unless otherwise authorized in writing by the State.
		3. The Vendor shall be able to resolve Severity Level 2 problems as defined by the State.
			1. Severity Level 2 is defined as when critical software system component(s) have a significant outage or a failure precluding their successful operation. The system component(s) may be operating but are severely restricted (i.e., severe performance degradation occurs, a frequently used functionality gives an incorrect response). There is not a State-approved workaround.
			2. The Vendor’s technical support staff shall accept the State’s call for assistance whenever the operation is severely restricted. However, if Vendor staff is not immediately available, the Vendor shall return the State's call within one (1) hour.
			3. The Vendor shall resolve Severity Level 2 problems as quickly as possible which, on average (to be calculated per month), shall not exceed four hours from time of notification, unless otherwise authorized in writing by the State.
		4. The Vendor shall be able to resolve Severity Level 3 problems as defined by the State.
			1. Severity Level 3 is when non-critical software system component(s) have a significant outage or a failure precluding their successful operation. The system component(s) may be operating but are severely restricted (i.e., the functionality gives an incorrect response). There is a State-approved workaround.
			2. The Vendor’s technical support staff shall accept the State’s call for assistance whenever the issue exists. However, if Vendor staff is not immediately available, the Vendor shall return the State’s call within two (2) hours.
			3. The Vendor shall resolve Severity Level 3 problems as quickly as possible which, on average (to be calculated per month), shall not exceed three (3) calendar days, unless otherwise authorized in writing by the State.
		5. The Vendor shall be able to resolve Severity Level 4 problems as defined by the State.
			1. Severity Level 4 is defined as a minor problem or question that does not affect the system's function (i.e., the text of a message is worded poorly or misspelled).
			2. The Vendor’s technical support staff shall accept the State’s call for assistance whenever the problem exists. However, if Vendor staff is not immediately available, the Vendor shall return the State’s call within eight (8) hours.
			3. The Vendor shall resolve Severity Level 4 problems as quickly as possible which, on average (to be calculated per month), shall not exceed 10 calendar days, unless otherwise authorized in writing by the State.
		6. Vendor shall provide a written root cause analysis (RCA) report and assessment to the State within 24 hours following the identification of any service outage, security incident, and severity 1 and 2 defects, detailing all actions taken concerning the incident, including the type of incident, the current status, and any potential impact(s).
		7. Penalties may be applied as credits to quarterly charges at the State’s discretion.
		8. The proposed solution shall complete all page requests within 1 second, without degradation in performance. (This excludes the time that a request is sent to an outside vendor.)
		9. A page request begins when the web server receives a client request and is complete when the web server sends the response or otherwise completes the processing initiated with the client request. The Vendor shall have an automated mechanism for measuring the page request response times and producing reports. At any time during the maintenance period, the Vendor shall allow the State or its designated personnel access to the raw data from the automated mechanism and the raw data it produces.
		10. The proposed solution shall achieve a client round trip page response time of 3 seconds or less. A page response round trip begins when the client sends a request and is complete when the page is redrawn completing the request. This calculation excludes the server time and network time associated with the client request. The reference machine used for calculations is to be chosen from the average MDHS workstations.
		11. The proposed solution shall be scalable and will initially be sized to handle 200 transactions per second. The Vendor shall provide statistics for scaling within 90 days of implementation and make recommendations for future sizing and associated costs.
		12. Vendor must describe how they will regularly use automated monitoring tools to verify that the requirements listed above are met and must be prepared to produce validation reports at the request of the State.
		13. SLA Verification: Vendor must submit a monthly report with supporting documentation to validate SLAs. The State reserves the right to audit or have an independent entity validate operations and SLAs at least annually but may initiate an audit at any time. The Vendor shall cooperate with the audit and make all documentation available to the auditing entity.
		14. The service levels herein shall be measured (and credits applied, to the extent applicable) per calendar quarter.
		15. Unless otherwise mutually agreed to in writing, the Vendor shall maintain any and all hardware and software products required to support the Vendor's solution at their most current major version (patches, fixes, upgrades, and releases for all software, firmware and operating systems) or no more than one version back from the most current major version. At no time should the products necessary for the solution be at a version that is unsupported or at end-of-life.
		16. Prior to deployment, the Vendor shall provide electronic notification including detailed release notes for major and minor version, patches, updates and fixes to be deployed to the production environment. Vendor is expected to appropriately test all updates to ensure no impact to system functionality.
	1. Disaster Recovery/Business Continuity
		1. Vendor shall provide an alternate business site if Vendor's primary business site becomes unsafe or inoperable. The alternate business site shall be fully operational within two business days of the primary business site becoming unsafe or inoperable.
		2. Vendor shall provide detailed Disaster Recovery Plan test results annually to the State within 30 days of test completion.
		3. The Vendor shall conduct an annual test of the Disaster Recovery and Business Continuity Plan and submit the Disaster Recovery/Business Continuity Test Report that includes the outcome, corrective action plan, and revisions, if any, to the State.
		4. The Vendor shall describe the Disaster Recovery plan, including activities that will provide timely failover based upon the documented policies and procedures to implement a recovery. Vendor shall clearly identify which components are redundant and have failover capability.
1. **Scoring Methodology**
	1. An Evaluation Team composed of 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 Qualifications | 5 |
| Technical Requirements | 20 |
| Training | 5 |
| Warranty/Maintenance | 10 |
| Project Work Plan | 10 |
| Cloud or Offsite Hosting | 5 |
| Additional Requirements | 10 |
| Total Non-Cost Points | 65 |
| Cost | 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 Qualifications | 5 |
| Technical Requirements | 20 |
| Training | 5 |
| Warranty/Maintenance | 10 |
| Project Work Plan | 10 |
| Cloud or Offsite Hosting | 5 |
| Additional Requirements | 10 |
| **Maximum Possible Points** | **65**  |

* + - 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 ‘Technical Requirements’ category was allocated 20 points; a proposal that fully met all requirements in that section would have scored 18 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 | 35  |
| **Maximum Possible Points** | **35**  |

* + 1. Stage 4 – Selection of the successful Vendor
			1. On-site Demonstrations and Interviews
				1. At the discretion of the State, evaluators may request interviews, on-site presentations, demonstrations or discussions with any and all Vendors for the purpose of system overview and/or clarification or amplification of information presented in any part of the proposal.
				2. If requested, Vendors must be prepared to make on-site demonstrations of system functionality and/or proposal clarifications 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.
				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 onsite visit.
				4. Although on-site demonstrations may be requested, the demonstration will not be allowed in lieu of a written proposal.
		2. Site Visits
			1. At the State’s option, Vendors that remain within a competitive range must be prepared to provide a reference site within seven calendar days of notification. If possible, the reference site should be in the Southeastern region of the United States. Vendor must list potential reference sites in the proposal.
	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.

# SECTION VIII

## COST INFORMATION SUBMISSION

Vendors must propose a summary of all applicable project costs in the matrix that follows. 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 may customize the table format to adequately describe product offerings and costs. However, Vendor cost submission must provide first year lifecycle costs, recurring costs for years two through five, total five-year lifecycle costs, and where required, costs for an extended three-year term. Lifecycle costs must be aggregated on the *Cost Summary* page. In order to quantify at-most costs, cost summaries should assume the purchase of all optional components.

Vendor must provide any additional detail necessary to adequately present product offerings and costs. Such detail should include any descriptions, quantities, retail costs, discount costs, cost extensions, and deliverables not foreseen by the table formats provided by the State.

Note: Once the award has been made, the cost tables will be amended to include 15% retainage for all applicable costs. Release of retainage will occur upon final acceptance of the system by the State and the expiration of the warranty period.

**Cost Table 1 – SNAP/DSNAP Services**

SNAP (Supplemental Nutrition Assistance Program) provides monthly benefits that help low income households buy the food they need for good health.

The Vendor shall submit a total fixed dollar cost for all services and products requested in this RFP. One-time and recurring costs for installation and licensing of software, interfaces, training of staff, software modifications, programming, and other costs shall be enumerated item by item and a total price quoted for the entire project. 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.

|  |  |  |
| --- | --- | --- |
| **Description** | **Quantity**  | **Unit Cost** |
| Implementation Services (fully loaded with travel, subsistence and associated per diem costs) Break out costs by:  |  |  |
| **Base Offering: Product Customization, Implementation, Data Migration, Interfaces, Integrations, Testing, Training, Maintenance, etc. as described in RFP 4290**Itemize the cost for any deliverable not included in base offering as a separate line item below.  |  | $ |
| **Implementation Costs Total** |  | $ |

|  |  |
| --- | --- |
| **Annual Subscription and Hosting Fees - (including maintenance/support costs for 5 years)** | **Cost** |
| Year 1 | $ |
| Year 2 | $ |
| Year 3 | $ |
| Year 4 | $ |
| Year 5 | $ |
| Miscellaneous Costs (must specify) | $ |
| **Total Subscription and Hosting:** | $ |
| **GRAND TOTAL (Implementation and Subscription/Hosting):** | $ |

**Optional Programs**

**It is at the State’s discretion to implement optional programs at any point during the life of the awarded contract. Any programs added will end coterminous with the awarded contract.**

**Cost Table 2 –TANF (Temporary Aide for Needy Families/ TWP (TANF Work Program)/Support Services**

TANF program is designed to help needy families achieve self-sufficiency through employment and training activities.

The Vendor shall submit a total fixed dollar cost for all services and products requested in this RFP. One-time and recurring costs for installation and licensing of software, interfaces, training of staff, software modifications, programming, and other costs shall be enumerated item by item and a total price quoted for the entire project. 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.

|  |  |  |
| --- | --- | --- |
| **Description** | **Quantity**  | **Unit Cost** |
| Implementation Services (fully loaded with travel, subsistence and associated per diem costs) Break out costs by:  |  |  |
| **Base Offering: Product Customization, Implementation, Data Migration, Interfaces, Integrations, Testing, Training, Maintenance, etc. as described in RFP 4290**Itemize the cost for any deliverable not included in base offering as a separate line item below.  |  | $ |
| **Implementation Costs Total** |  | $ |

|  |  |
| --- | --- |
| **Annual Subscription and Hosting Fees - (including maintenance/support costs for 5 years)** | **Cost** |
| Year 1 | $ |
| Year 2 | $ |
| Year 3 | $ |
| Year 4 | $ |
| Year 5 | $ |
| Miscellaneous Costs (must specify) | $ |
| **Total Subscription and Hosting:** | $ |
| **GRAND TOTAL (Implementation and Subscription/Hosting):** | $ |

**Cost Table 3 –CSE (Child Support Enforcement) Services**

The Vendor shall submit a total fixed dollar cost for all services and products requested in this RFP. One-time and recurring costs for installation and licensing of software, interfaces, training of staff, software modifications, programming, and other costs shall be enumerated item by item and a total price quoted for the entire project. 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.

|  |  |  |
| --- | --- | --- |
| **Description** | **Quantity**  | **Unit Cost** |
| Implementation Services (fully loaded with travel, subsistence and associated per diem costs) Break out costs by:  |  |  |
| **Base Offering: Product Customization, Implementation, Data Migration, Interfaces, Integrations, Testing, Training, Maintenance, etc. as described in RFP 4290**Itemize the cost for any deliverable not included in base offering as a separate line item below.  |  | $ |
| **Implementation Costs Total** |  | $ |

|  |  |
| --- | --- |
| **Annual Subscription and Hosting Fees - (including maintenance/support costs for 5 years)** | **Cost** |
| Year 1 | $ |
| Year 2 | $ |
| Year 3 | $ |
| Year 4 | $ |
| Year 5 | $ |
| Miscellaneous Costs (must specify) | $ |
| **Total Subscription and Hosting:** | $ |
| **GRAND TOTAL (Implementation and Subscription/Hosting):** | $ |

**Cost Table 4 –DECCD (Division of Early Child Care & Development) Services**

The Division of Early Childhood Care and Development (DECCD) is comprised of two programs: Healthy Families Mississippi program and Child Care Payment Program.

The Child Care Payment Program (CCPP) is designed to provide parents with assistance with childcare tuition. CCPP is federally funded by the Child Care Development Fund (CCDF). Parents must meet income requirements and work or school requirements to be determined eligible for childcare assistance. Parents must work at least twenty-five (25) hours per week; or be enrolled in a full-time educational program; or a combination of both. Eligible children are assessed a rate of assistance based on family size and household income, and parents are assessed a co-payment due directly to their chosen childcare provider. Parents receive 12 months of continued service.

The Healthy Families Mississippi (HFM) program is a home visiting program that primarily focuses on serving pregnant mothers and parents with children up to three years of age. HFM is federally funded by the Maternal, Infant, and Early Childhood Home Visiting (MIECHV) grant and uses the Healthy Families America Home Visiting model. Families are enrolled when they are pregnant or have a newborn within three months of age. Services are offered to families until the child's third birthday. The goals of the program are to improve maternal and child health, prevent child abuse and neglect, encourage positive parenting, and promote child development and school readiness.

The Vendor shall submit a total fixed dollar cost for all services and products requested in this RFP. One-time and recurring costs for installation and licensing of software, interfaces, training of staff, software modifications, programming, and other costs shall be enumerated item by item and a total price quoted for the entire project.

|  |  |  |
| --- | --- | --- |
| **Description** | **Quantity**  | **Unit Cost** |
| Implementation Services (fully loaded with travel, subsistence and associated per diem costs) Break out costs by:  |  |  |
| **Base Offering: Product Customization, Implementation, Data Migration, Interfaces, Integrations, Testing, Training, Maintenance, etc. as described in RFP 4290**Itemize the cost for any deliverable not included in base offering as a separate line item below.  |  | $ |
| **Implementation Costs Total** |  | $ |

**Continuation Cost Table 4 –DECCD (Division of Early Child Care & Development) Services**

|  |  |
| --- | --- |
| **Annual Subscription and Hosting Fees - (including maintenance/support costs for 5 years)** | **Cost** |
| Year 1 | $ |
| Year 2 | $ |
| Year 3 | $ |
| Year 4 | $ |
| Year 5 | $ |
| Miscellaneous Costs (must specify) | $ |
| **Total Subscription and Hosting:** | $ |
| **GRAND TOTAL (Implementation and Subscription/Hosting):** | $ |

**Cost Table 5 –DYS (Division of Youth Services) Services**

The Division of Youth Services (DYS) administers probation, aftercare services and institutional programs for juveniles who have been adjudged delinquent in Mississippi Youth Courts or are at risk of becoming delinquent.

The Vendor shall submit a total fixed dollar cost for all services and products requested in this RFP. One-time and recurring costs for installation and licensing of software, interfaces, training of staff, software modifications, programming, and other costs shall be enumerated item by item and a total price quoted for the entire project.

|  |  |  |
| --- | --- | --- |
| **Description** | **Quantity**  | **Unit Cost** |
| Implementation Services (fully loaded with travel, subsistence and associated per diem costs) Break out costs by:  |  |  |
| **Base Offering: Product Customization, Implementation, Data Migration, Interfaces, Integrations, Testing, Training, Maintenance, etc. as described in RFP 4290**Itemize the cost for any deliverable not included in base offering as a separate line item below.  |  | $ |
| **Implementation Costs Total** |  | $ |

|  |  |
| --- | --- |
| **Annual Subscription and Hosting Fees - (including maintenance/support costs for 5 years)** | **Cost** |
| Year 1 | $ |
| Year 2 | $ |
| Year 3 | $ |
| Year 4 | $ |
| Year 5 | $ |
| Miscellaneous Costs (must specify) | $ |
| **Total Subscription and Hosting:** | $ |
| **GRAND TOTAL (Implementation and Subscription/Hosting):** | $ |

**Cost Table 6 –DCS (Division of Community Services) Services**

The Vendor shall submit a total fixed dollar cost for all services and products requested in this RFP. One-time and recurring costs for installation and licensing of software, interfaces, training of staff, software modifications, programming, and other costs shall be enumerated item by item and a total price quoted for the entire project.

|  |  |  |
| --- | --- | --- |
| **Description** | **Quantity**  | **Unit Cost** |
| Implementation Services (fully loaded with travel, subsistence and associated per diem costs) Break out costs by:  |  |  |
| **Base Offering: Product Customization, Implementation, Data Migration, Interfaces, Integrations, Testing, Training, Maintenance, etc. as described in RFP 4290**Itemize the cost for any deliverable not included in base offering as a separate line item below.  |  | $ |
| **Implementation Costs Total** |  | $ |

|  |  |
| --- | --- |
| **Annual Subscription and Hosting Fees - (including maintenance/support costs for 5 years)** | **Cost** |
| Year 1 | $ |
| Year 2 | $ |
| Year 3 | $ |
| Year 4 | $ |
| Year 5 | $ |
| Miscellaneous Costs (must specify) | $ |
| **Total Subscription and Hosting:** | $ |
| **GRAND TOTAL (Implementation and Subscription/Hosting):** | $ |

**Cost Table 7 –DAAS (Division of Aging Adult Services) Services**

The Division of Aging and Adult Services (DAAS) has a mission to assist aging and vulnerable adults, their families, and caregivers in achieving healthy, safe, and independent lifestyles, through advocacy, protection, education, and stewardship of public resources’ plans, coordinates and advocates for, and ensures the provision of services to all older Mississippians.

The Vendor shall submit a total fixed dollar cost for all services and products requested in this RFP. One-time and recurring costs for installation and licensing of software, interfaces, training of staff, software modifications, programming, and other costs shall be enumerated item by item and a total price quoted for the entire project.

|  |  |  |
| --- | --- | --- |
| **Description** | **Quantity**  | **Unit Cost** |
| Implementation Services (fully loaded with travel, subsistence and associated per diem costs) Break out costs by:  |  |  |
| **Base Offering: Product Customization, Implementation, Data Migration, Interfaces, Integrations, Testing, Training, Maintenance, etc. as described in RFP 4290**Itemize the cost for any deliverable not included in base offering as a separate line item below.  |  | $ |
| **Implementation Costs Total** |  | $ |

|  |  |
| --- | --- |
| **Annual Subscription and Hosting Fees - (including maintenance/support costs for 5 years)** | **Cost** |
| Year 1 | $ |
| Year 2 | $ |
| Year 3 | $ |
| Year 4 | $ |
| Year 5 | $ |
| Miscellaneous Costs (must specify) | $ |
| **Total Subscription and Hosting:** | $ |
| **GRAND TOTAL (Implementation and Subscription/Hosting):** | $ |

**Cost Table 8- Optional Tools**

MDHS understand that vendor may often have more competitive or innovative data sources that would be an advantage to the State. This is the opportunity for vendor to propose optional services that the State could utilize at its discretion. Please complete the cost summary below with:

1. Tools
2. Short Description
3. Implementation Costs: This should be any one-time implementation costs for connecting this particular tool.
4. Maintenance/Hosting per year

|  |
| --- |
| **Optional Tools** |
| Tools  | Short Description  | Implementation Costs (One-Time) | Maintenance/Hosting |
|  |  | $ | $ |
|  |  | $ | $ |
|  |  | $ | $ |
|  |  | $ | $ |
|  |  | $ | $ |
|  |  | $ | $ |
|  |  | $ | $ |

**Change Order Rates (Fixed Hourly Rates for Future Enhancements**

MDHS may wish to add functionality outside the scope of this RFP after the initial deployment of the awarded solution. In the table below, the vendor must submit fully loaded hourly rates for such services. Vendor should add any roles/services roles not listed and Vendor should respond with N/A for any role the Vendor feels is unnecessary. The fully loaded, fixed, hourly rates will remain in effect during the entire lifecycle of the awarded solution.

| **Role** | **Fully-loaded Fixed Hourly Rate** |
| --- | --- |
| Project Manager |  |
| System Architect |  |
| Technical Manager |  |
| Test Manager |  |
| Functional Lead |  |
| Data Architect |  |
| Data Analyst |  |
| Database Administrator |  |
| Senior Developer |  |
| Junior Developer |  |
| Business Analyst |  |
| Functional Tester |  |
| Technical Writer |  |
| User Interface Designer |  |
| Interaction Designer/User Researcher |  |

# 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** **45379**

**SOFTWARE AS A SERVICE AGREEMENT**

**BETWEEN**

**VENDOR NAME**

**AND**

**MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES**

**AS CONTRACTING AGENT FOR THE**

**MISSISSIPPI DEPARTMENT OF HUMAN SERVICESDOMINSERT 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 Department of Human Services located at 200 South Lamar Street, Jackson, Mississippi 39201 (hereinafter referred to as “Licensee” and/or “MDHS”). ITS and MDHS are sometimes collectively referred to herein as “State.”

**WHEREAS,** MDHS, pursuant to Request for Proposals (“RFP”) No. 4290 requested proposals for the services of a contractor to provide a Software as a Service (“SaaS”) solution for a SNAP Notice Improvement system; and

**WHEREAS,** Licensor was the successful proposer in an open, fair and competitive procurement process to provide the Applications to MDHS 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 MDHS, its employees, and any third party consultants or outsourcers engaged by MDHS 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 MDHS to use under the terms of this Agreement.

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

**1.4 “Cloud Services” or “SaaS Services”** means those services related to Licensor’s private cloud environment provided to MDHS, 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 MDHS 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 Mississippi Department of Human Services, its employees, and any third party consultants or outsourcers engaged by MDHS 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 MDHS and ITS of the impending expiration and MDHS 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 MDHS 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 MDHS a SaaS based SNAP Notice Improvement 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 MDHS 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 MDHS. 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 MDHS pursuant to a mutually agreed upon release schedule and in a format acceptable to MDHS;
4. Working with MDHS to achieve access rates that meet MDHS’ needs;
5. Providing security for the site that is agreeable to MDHS 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 99.1% 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 MDHS 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 MDHS in disaster recovery planning and testing based on a mutually agreed upon schedule;
11. Maintaining the confidentiality of the information entered;
12. Providing MDHS access to all of the technical information concerning operation of the SNAP Notice Improvement 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 MDHS’ 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 MDHS or to a successor host will be accomplished at no expense to MDHS.

**3.3** In the event Licensor creates any revisions to or upgrades of the system, Licensor shall provide MDHS thirty (30) days written notification of such revision or upgrade, and shall, upon request of MDHS, furnish such revision or upgrade to MDHS 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 99.1% 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 MDHS or an Active User is unable to achieve the 99.1% 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 MDHS 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** MDHS 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 MDHS, MDHS 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. MDHS agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by MDHS 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** MDHS 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. MDHS 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 MDHS shall 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, MDHS may 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 MDHS 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 MDHS monthly for any month in which SaaS Services and/or other services are rendered. Licensor shall submit invoices and supporting documentation to MDHS electronically during the term of this Agreement using the processes and procedures identified by the State. MDHS 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 MDHS within forty-five (45) days of receipt of the invoice. Licensor understands and agrees that MDHS 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 MDHS 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. 4290 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 MDHS 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, MDHS 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 MDHS 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 MDHS’ applications and MDHS’ 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 MDHS’ applications and MDHS’ Content.

**7.7** Licensor represents and warrants that the SNAP Notice Improvement system provided by the Licensor shall be reasonably expandable and scalable so MDHS 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 MDHS at no additional cost to MDHS.

**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 MDHS hereunder; or (c) otherwise act in a fraudulent, malicious or negligent manner when providing the Services.

**7.14** Licensor represents and warrants that it will comply with all of the requirements defined in IRS Publication 1075 as set forth in Exhibit B and the requirements as defined in the document entitled “Safeguarding and Reporting Responsibilities for Personally Identifiable Information” as set forth in Exhibit C, both of which are attached hereto and incorporated herein by reference. Should the requirements of IRS Publication 1075 be revised prior to the expiration of this Agreement, the revised requirements language, as amended, shall supersede the requirements in Exhibit B.

**ARTICLE 8 INFRINGEMENT INDEMNIFICATION**

**8.1** Licensor represents and warrants, to the best of its knowledge, that neither the Applications and Services provided to MDHS under this Agreement nor their use by MDHS 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 MDHS 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 MDHS provided that: (a) MDHS 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) MDHS 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 MDHS if such compromise or settlement would create an obligation or liability upon MDHS 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 MDHS 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 MDHS for the fees previously paid by MDHS for the infringing Applications and Services MDHS may no longer use. Said refund shall be paid within ten (10) business days of notice to MDHS 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 MDHS 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 MDHS 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 MDHS 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, MDHS agrees to provide notice to Licensor of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to MDHS’ industry and which could be imposed on Licensor as a result of provision of the Services. MDHS 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) MDHS 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 MDHS’ authorized staff. The Applications shall provide MDHS with the ability to configure application security and logical access per MDHS’ business processes. In the event MDHS identifies a security issue, MDHS 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. MDHS 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 MDHS 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 MDHS’ request or upon the termination or expiration of this Agreement for any reason, Licensor shall promptly return to MDHS 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 MDHS that such has been returned to MDHS or disposed of securely. Licensor shall comply with all reasonable directions provided by MDHS with respect to the return or disposal of PHI and PII.

**9.7** Upon MDHS’ request, to confirm Licensor’s compliance with this Agreement, as well as any applicable laws, regulations and industry standards, Licensor grants MDHS or, upon MDHS’s election, a third party on MDHS’ 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 MDHS 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 MDHS 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 MDHS 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: Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Licensee’s address for notice is: Mark Allen, Chief Information Officer, Mississippi Department of Human Services, 750 North State Street, Jackson, Mississippi 39202. 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** Licensor represents and warrants that it will comply with the state’s data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Licensor represents and warrants that it will comply with the applicable provisions of the Family Educational Rights & Privacy Act (FERPA) of 1974 (34 CFR Part 99); HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) (“Privacy Rule” and “Security Regulations”, individually; or “Privacy and Security Regulations”, collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the “HITECH Act”).

**ARTICLE 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** 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 or LOC (if applicable) so as to allow Licensor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

**30.3**  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 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. 4290 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. 4290 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 below. It is understood by the parties that the Licensee and Licensor must mutually agree on whether an error is classified as a Severity Level 1, 2, 3, or 4 error.

**41.3** Severity Level 1 implies that the Application is not functioning. Some examples of Severity Level 1 problems are as follows: (a) Application is down and will not restart; (b) Application is not able to communicate with external systems; and (c) Application is generating a data corruption condition. Licensor shall resolve Severity Level 1 Errors within one (1) hour of notification, or within a mutually agreed upon time frame. When a Severity Level 1 Error is reported, Licensor will assign resources necessary to correct the Error.

**41.4** Severity Level 2 implies that (a) an essential function does not work as documented, or (b) testing and usage can continue but the task cannot be completed, and no workarounds exist. Licensor shall assign at least one (1) dedicated person to the problem and shall resolve Severity Level 2 Errors within four (4) hours of notification, or within a mutually agreed upon time frame.

**41.5** Severity Level 3 implies an Application Error such that implementations of function do not match specification and/or technical Documentation, a State-approved workaround exits. Licensor shall resolve Severity Level 3 Errors within three (3) calendar days, or within a mutually agreed upon time frame.

**41.6** Severity Level 4 implies a minor problem or question that does not affect the system’s function. Licensor shall resolve Severity Level 4 Errors within ten (10) calendar days, or a mutually agreed upon time frame.

**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 CHANGE ORDER RATE AND PROCEDURE**

**44.1** 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.

**44.2** 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.

**44.3** 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.

**44.4** 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.

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

**44.6** 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.

**44.7** 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.

**ARTICLE 45 LIQUIDATED DAMAGES**

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

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

|  |  |  |
| --- | --- | --- |
| **State of Mississippi, Department of** **Information Technology Services, on behalf of Mississippi Department of Human Services** |  | **VENDOR NAME** |
| **By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  | **By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Authorized Signature** |  | **Authorized Signature** |
| **Printed Name:**  |  | **Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Title:**  |  | **Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  | **Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

|  |  |  |
| --- | --- | --- |
| **Mississippi Department of Human Services** |  |  |
| **By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |  |
| **Authorized Signature** |  |  |
| **Printed Name: Robert G. Anderson** |  |  |
| **Title: Executive Director** |  |  |
| **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |  |

**EXHIBIT A**

**EXHIBIT B**

**CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES**

**I. PERFORMANCE**

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

1. All work will be done under the supervision of the contractor or the contractor's employees.
2. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
3. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
4. The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
5. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
6. All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
7. No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
8. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
9. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
10. (Include any additional safeguards that may be appropriate.)

**II. CRIMINAL/CIVIL SANCTIONS:**

1. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
3. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.
4. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and* Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

**III. INSPECTION:**

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

**EXHIBIT C**

**SAFEGUARDING AND REPORTING RESPONSIBILITIES FOR**

**PERSONALLY IDENTIFIABLE INFORMATION (PII)**

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

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

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

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

SSA requires the state agency to subject the Contractor to ongoing security compliance reviews that must meet SSA standards. The state agency will conduct compliance reviews at least triennially commencing no later than three (3) years after the approved initial security certification to SSA. The state agency will provide SSA with documentation of their recurring compliance reviews of their contractors and agents. The state agency will provide the documentation to SSA during their scheduled compliance and certification reviews or upon SSA's request.

If the state agency's contractor will be involved with the processing, handling, or transmission of information provided to the Electronic Information Exchange Partner (“EIEP”) by SSA offsite from the EIEP, the EIEP must have the contractual option to perform onsite reviews of that offsite facility to ensure that the following meet SSA's requirements:

1. safeguards for sensitive information,
2. technological safeguards on computer(s) that have access to SSA-provided information,
3. security controls and measures to prevent, detect, and resolve unauthorized access to, use of, and re-disclosure of SSA-provided information, and
4. continuous monitoring of the EIEP contractors or agent's network infrastructures and assets.

**EXHIBIT D**

**Liquidated Damages and Performance Standards**

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 resulting contract, damage shall be sustained by the MDHS, and it may be impractical and extremely difficult to ascertain and determine the actual damages that MDHS will sustain by reason of such failure. It is, therefore, agreed that the MDHS, at its sole option, may require the Licensor to pay liquidated damages in the amount specified 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 MDHS.

The table below outlines these liquidated damages and will be incorporated into the resulting contract either as an exhibit or by reference.

The Licensor agrees that there are some failures that so negatively impact the State’s recipients that no advance notification will be provided before damages are imposed. For all other standards and tasks, the MDHS Project Director shall provide written notification to the Licensor after damages have been imposed; e-mail shall be an acceptable form of notification.

MDHS will notify the Licensor of the first incident of failure to meet one or more of the defined standards and request from the Licensor a Corrective Action Plan (CAP). MDHS will set a date for submission of the CAP. If MDHS does not receive the CAP by the due date and no extension has been granted, then MDHS may, at its sole discretion, invoke the appropriate remedy per this schedule.

If MDHS receives the CAP by the due date, it will cooperate with the Licensor to achieve a mutually agreed upon final CAP and schedule. MDHS may, at its sole discretion, invoke the appropriate remedy if the Licensor does not meet the schedule and no extension has been granted.

The Licensor shall have:

Five (5) business days to correct any delayed project task or project deliverable related to the transition to the new forms generator. MDHS may impose liquidated damages of $5,000 per deliverable **after** five (5) business days.

Five (5) business days to correct any delayed task related to the on-going maintenance of the forms generator system. MDHS may impose liquidated damages of $5,000 per task **after** five (5) business days.

Twenty-four (24) hours to provide required reports or to correct reports that contained inaccurate information. MDHS may impose liquidated damages of $1,000 per report, per day **after** twenty-four (24) hours.

Twenty-four (24) hours to generate corrected files for previously generated files that contained inaccurate information. MDHS may impose liquidated damages of $5,000 per file, per day **after** twenty-four (24) hours.

Four (4) hours to transmit missing data files not received on the schedule agreed upon between the Licensor and MDHS. MDHS may impose liquidated damages of $5,000 per file, per hour **after** four (4) hours.

Twenty-four (24) hours to transmit corrected files for previously transmitted files that contained inaccurate information. MDHS may impose liquidated damages of $5,000 per file, per day **after** twenty-four (24) hours.

MDHS and the Licensor agree that the following figures represent the reasonable pre-breach estimate of probable loss that will be sustained by the MDHS for each Program impacted:

**Additional Liquidate Damages for Probable Loss**

$25,000 if Licensor changes Project Managers during transition or conversion without good cause as determined by MDHS.

$5,000 for each percentage point or proportional dollar amount for each fraction of a percentage point below the tolerance levels on response times.

$5,000 for each percentage point or proportional dollar amount for each fraction of a percentage point below the tolerance levels on system availability requirements.

$1,000 per day for all manuals or documents not updated within thirty (30) days of changes.

$1,000 per day for failure to submit Change Order and/or enhancement estimates and impact statements within agreed upon timeframes.

$1,000 per occurrence for failure to notify the MDHS Project Director of any system outage or other incident that may negatively impact MDHS, including recipients and other stakeholders.

$10,000 per occurrence for making any changes in the production system without the express written approval of the MDHS Project Director. Further, MDHS shall reduce Licensor invoices to offset any MDHS costs incurred while resolving the issues arising from this action; MDHS costs may include but are not limited to personnel time, computer processing time and any associated materials.

$10,000 per occurrence for any system or operator error that results in inaccurate communications. Further, MDHS shall reduce Licensor invoices to offset any MDHS costs incurred while resolving the issues arising from this action; MDHS costs may include but are not limited to personnel time, computer processing time and any associated materials.

$10,000 per occurrence for any negative impact to MDHS or its recipients resulting from a production system software release or upgrade. Further, MDHS shall reduce Licensor invoices to offset any MDHS costs incurred while resolving the issues arising from this action; MDHS costs may include but are not limited to personnel time, computer processing time and any associated materials.

$2,500 per day for any item listed in the contract and not specifically stated above.

**Performance Standards (Service Level Agreement)**

Table 4 defines the performance requirements for the delivery of services along with performance deficiencies that may trigger MDHS invoking liquidated damages. Unless specified otherwise, a month shall be defined as a calendar month for the purposes of monitoring performance standards.

The Licensor shall maintain a scheduled system availability uptime level of 99.1%, 24 hours a day, seven (7) days a week, 365/366 days a year. System performance degradation to the point that state workers cannot efficiently perform their work will be considered downtime. Scheduled uptime shall mean the time the user interface, database, and connectivity are available for transactions and excludes scheduled downtime for routine maintenance. The proposed solution consists of all system functions over which the Licensor has direct control, either directly or through a subcontractor relationship. A week begins at 12:01 A.M. on Sunday and ends at midnight on Saturday, Central Time.

| **Performance Standards/Service Level Agreement Requirements** |
| --- |
| **ID** | **Requirement** | **Deficiency That May Trigger Liquidated Damages** |
| 1 | **Communication Generator Availability:**The Communication Generator shall be available 99.1% of scheduled uptime, 24 hours a day, 7 days per week. Scheduled uptime shall mean the time the database is available for transactions excluding scheduled downtime for routine maintenance. The Communication Generator consists of all system functions over which the Licensor has direct control, either directly or through a subcontractor relationship. | Failure to meet the Communication Generator Availability performance requirement 99.1% of the time as measured on a calendar month basis.The Licensor must provide a report or other verifiable proof of this compliance on a calendar month basis. |
| 2 | **Transaction Response Time:**Transactions shall be completed within ten (10) seconds or less and 100% shall be processed within fifteen (15) seconds and are measured on a monthly basis. | Failure to meet Transaction Response Time timeframes 100% of the time as measured on a calendar month basis.The Licensor must provide a report or other verifiable proof of this compliance on a calendar month basis. |
| 3 | **Inaccurate Transactions:**The system central computer shall permit no more than two (2) inaccurate transactions for every 10,000 transactions processed. | Failure to meet standard 100% of the time as measured on a calendar month basis.The Licensor must provide a report or other verifiable proof of this compliance on a calendar month basis. |
| 4 | **Project Status Reporting:**1. The Management Reports defined in this RFP shall be provided on a timely basis to the State. Weekly reports shall be provided by close of business on the following Monday. System generated daily reports shall be available by 6:00 A.M. Central Time the following day. System generated monthly reports shall be available by 6:00 A.M. Central Time the first calendar day of the following month. Manual monthly reports shall be provided by close of business on the 5th calendar day of the following month.
 | Failure to meet Management Reporting timeframes 100% of the time as measured on a calendar month basis.The Licensor must provide a report or other verifiable proof of this compliance on a calendar month basis. |
| 5 | **Response to Change Order and/or Enhancement Requests:**The Licensor shall respond to Change Order and/or Enhancement requests within five (5) business days of receiving the request. If additional time is required to complete the estimate, the Licensor shall provide the date within the same time period of receipt of the Change Order and/or Enhancement request of when the estimate will be completed. | Failure to provide a response to any Change Order and/or Enhancement request within the promised timeframe. |

Licensor must notify the State of any unscheduled system/system component/connectivity downtime or system performance issues regardless of severity as soon as it is discovered but at the latest within one hour of occurrence. Licensor and the State will determine the notification methods during contract negotiations.

The Licensor shall be able to resolve Severity Level 1 problems as defined below by the State.

Severity Level 1 is defined as an urgent situation occurring when the proposed solution is partially or fully inaccessible to end users which causes severe financial or productivity impacts, including downtime.

The Licensor’s technical support staff shall accept the State’s call for assistance whenever the system is down. However, if Licensor staff is not immediately available, the Licensor shall return the State's call within one (1) hour.

The Licensor shall resolve Severity Level 1 problems as quickly as possible which, on average (to be calculated per month), shall not exceed one hour from time of notification, unless otherwise authorized in writing by the State.

The Licensor shall be able to resolve Severity Level 2 problems as defined by the State.

Severity Level 2 is defined as when critical software system component(s) have a significant outage or a failure precluding their successful operation. The system component(s) may be operating but are severely restricted (i.e., severe performance degradation occurs, a frequently used functionality gives an incorrect response). There is not a State-approved workaround.

The Licensor’s technical support staff shall accept the State’s call for assistance whenever the operation is severely restricted. However, if Licensor staff is not immediately available, the Licensor shall return the State's call within one (1) hour.

The Licensor shall resolve Severity Level 2 problems as quickly as possible which, on average (to be calculated per month), shall not exceed four hours from time of notification, unless otherwise authorized in writing by the State.

The Licensor shall be able to resolve Severity Level 3 problems as defined by the State.

Severity Level 3 is when non-critical software system component(s) have a significant outage or a failure precluding their successful operation. The system component(s) may be operating but are severely restricted (i.e., the functionality gives an incorrect response). There is a State-approved workaround.

The Licensor’s technical support staff shall accept the State’s call for assistance whenever the issue exists. However, if Licensor staff is not immediately available, the Licensor shall return the State’s call within two (2) hours.

The Licensor shall resolve Severity Level 3 problems as quickly as possible which, on average (to be calculated per month), shall not exceed three (3) calendar days, unless otherwise authorized in writing by the State.

The Licensor shall be able to resolve Severity Level 4 problems as defined by the State.

Severity Level 4 is defined as a minor problem or question that does not affect the system's function (i.e., the text of a message is worded poorly or misspelled).

The Licensor’s technical support staff shall accept the State’s call for assistance whenever the problem exists. However, if Licensor staff is not immediately available, the Licensor shall return the State’s call within eight (8) hours.

The Licensor shall resolve Severity Level 4 problems as quickly as possible which, on average (to be calculated per month), shall not exceed 10 calendar days, unless otherwise authorized in writing by the State.

Licensor shall provide a written root cause analysis (RCA) report and assessment to the State within 24 hours following the identification of any service outage, security incident, and severity 1 and 2 defects, detailing all actions taken concerning the incident, including the type of incident, the current status, and any potential impact(s).

Penalties may be applied as credits to quarterly charges at the State’s discretion.

The proposed solution shall complete all page requests within 1 second, without degradation in performance. (This excludes the time that a request is sent to an outside vendor.)

A page request begins when the web server receives a client request and is complete when the web server sends the response or otherwise completes the processing initiated with the client request. The Licensor shall have an automated mechanism for measuring the page request response times and producing reports. At any time during the maintenance period, the Licensor shall allow the State or its designated personnel access to the raw data from the automated mechanism and the raw data it produces.

The proposed solution shall achieve a client round trip page response time of 3 seconds or less. A page response round trip begins when the client sends a request and is complete when the page is redrawn completing the request. This calculation excludes the server time and network time associated with the client request. The reference machine used for calculations is to be chosen from the average MDHS workstations.

The proposed solution shall be scalable and will initially be sized to handle 200 transactions per second. The Licensor shall provide statistics for scaling within 90 days of implementation and make recommendations for future sizing and associated costs.

Licensor must describe how they will regularly use automated monitoring tools to verify that the requirements listed above are met and must be prepared to produce validation reports at the request of the State.

SLA Verification: Licensor must submit a monthly report with supporting documentation to validate SLAs. The State reserves the right to audit or have an independent entity validate operations and SLAs at least annually but may initiate an audit at any time. The Licensor shall cooperate with the audit and make all documentation available to the auditing entity.

The service levels herein shall be measured (and credits applied, to the extent applicable) per calendar quarter.

Unless otherwise mutually agreed to in writing, the Licensor shall maintain any and all hardware and software products required to support the Licensor's solution at their most current major version (patches, fixes, upgrades, and releases for all software, firmware and operating systems) or no more than one version back from the most current major version. At no time should the products necessary for the solution be at a version that is unsupported or at end-of-life.

Prior to deployment, the Licensor shall provide electronic notification including detailed release notes for major and minor version, patches, updates and fixes to be deployed to the production environment. Licensor is expected to appropriately test all updates to ensure no impact to system functionality.

**Disaster Recovery/Business Continuity**

Licensor shall provide an alternate business site if Licensor's primary business site becomes unsafe or inoperable. The alternate business site shall be fully operational within two business days of the primary business site becoming unsafe or inoperable.

Licensor shall provide detailed Disaster Recovery Plan test results annually to the State within 30 days of test completion.

The Licensor shall conduct an annual test of the Disaster Recovery and Business Continuity Plan and submit the Disaster Recovery/Business Continuity Test Report that includes the outcome, corrective action plan, and revisions, if any, to the State.

The Licensor shall describe the Disaster Recovery plan, including activities that will provide timely failover based upon the documented policies and procedures to implement a recovery. Licensor shall clearly identify which components are redundant and have failover capability.